EDINBURG CITY COUNCIL
CITY OF EDINBURG, HIDALGO COUNTY, TEXAS

Location: City of Edinburg
City Hall-Council Chambers
415 West University Dr.
Edinburg, Texas 78539

REGULAR MEETING AGENDA
JUNE 2, 2026
6:00 PM

1. CALL TO ORDER, ESTABLISH QUORUM

A. Prayer.

B. Pledge of Allegiance.

2. CERTIFICATION OF PUBLIC NOTICE

3. DISCLOSURE OF CONFLICT OF INTEREST

4. CITY HIGHLIGHTS

A. City Events:

- Sparky's School is Out Bash, Thursday, June 04, 2026 at 6:00 p.m. at Promenade Park Amphitheater, 201 W. McIntyre St.
- Movies with a Cop, Friday, June 05, June 19, and July 10 at 8:00 p.m. at Edinburg Municipal Park, 714 S. Raul Longoria Rd.
- Juneteenth Commemorative Ceremony and Festival, Friday, June 12, 2026 at 5:00 p.m. at City Hall Courtyard, 415 W. University Dr.
- 6th Annual Juneteenth Perfecting Unity Celebration, Saturday, June 13, 2026 at 6:00 p.m. at Edinburg Arts, Culture and Events (ACE) Center, 315 W. McIntyre St.

5. MAYOR'S REPORT

6. PUBLIC COMMENTS

The Mayor and City Council allow for a specific portion of the City Council Meeting to be dedicated to public comments. Public Comments are limited to three (3) minutes. Please note that this public comment period is not interactive. The City Council may not respond to public comments.

If a resident desires to make a public comment in person, please complete the Public Comments Form which will be located outside of the City Council Chambers and submit the completed form to the City Secretary prior to the commencement of the City Council Meeting. We ask for everyone's cooperation in following this procedure.

7. PRESENTATION AND REPORT

A. Presentation of the 2025 Edinburg Police Department Annual Report. [Jaime Ayala, Police Chief]

8. PUBLIC HEARINGS

All members of the public who appear before the City of Edinburg City Council to be heard during Public Hearings shall have a maximum of three (3) minutes to make his/her remarks.

A. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being 2.397 Acres Out of Lot 1, Tru Subdivision, Located at 409 W. Trenton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being a 9.54 Acre (415,724.88 sq. ft) Gross, 9.35 Acre (407,471.13 sq. ft) net., Tract of Land Out of Lot 7, Section 244, Tex Mex Railway Company Survey Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, Located at 3008 N. Business Highway 281, as Requested by SAMES. [Jaime Acevedo, Director of Planning and Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District, Being Lot 1, Mayrin Subdivision, Located at 1005 E. Alberta Road, as Requested by Mario Serna. [Jaime Acevedo, Director of Planning and Zoning]

D. Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 & 8, Block 229, Located at 310 West McIntyre Street, as Requested by Jace Hughes, on Behalf of JM Mejia Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

9. PUBLIC HEARINGS - ROUTINE ITEMS

All members of the public who appear before the City of Edinburg City Council to be heard during Public Hearings-Routine Items shall have a maximum of three (3) minutes to make his/her remarks. All Matters Listed Under Public Hearing(s)-Routine Items Will Be Enacted By One Motion. If Discussion Is Desired, That Item Will Be Removed And Will Be Considered Separately.

A. Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2026-2027 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]

B. Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District, Being 2.090 Acres Out of Lot 13, Block C, Amended Map of Edinburg, Located at 900 N. Business Highway 281, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

C. Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Being Lots 3 and 4, Merrill Subdivision, Hidalgo County, Texas, Save and Except a Tract of Land 60 Feet in Width Running East & West and 300 Feet Deep Running North & South Out of Lot 4, Located at 2825 E.

Monte Cristo Road, as Requested by Juan Fonseca. [Jaime Acevedo, Director of Planning and Zoning]

10. ORDINANCES

A. Consider Ordinance Providing for a Temporary Special Use Permit for "Feast of Corpus Christi Procession" to be Held Sunday, June 7, 2026, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

B. Consider Ordinance Providing for a Temporary Special Use Permit for the "World Elder Abuse Awareness Parade" to be Held on Wednesday, June 10, 2026, the Parade will Begin and End at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I-69 C, as Requested by Daniel Gonzalez, Victims Unit Director/Hidalgo County Criminal District Attorney's Office. [Jaime Acevedo, Director of Planning & Zoning]

11. VARIANCES

A. Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.210, Utilities, E. Sanitary Sewers, 2. Requirements for Sanitary Sewer for the Proposed Spacieux Storages Subdivision, Being a 8.152 Acres Out of Lot 5, Section 277, Texas-Mexican Railway Company Survey, Volume 24, Pages 168-71, H.C.D.R. Hidalgo County, Texas Located at 4909 W. S.H. 107, as Requested by Melden & Hunt, Inc. on Behalf of Spacieux Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

B. Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.203 Street Cross Sections, Table 5.203-1, Right-of-Way Widths, and Sidewalks for Morning Star Gardens Subdivision, Being a 4.002 Tract of Land, Part or Portion Out of Lot 20, Kelly-Pharr Subdivision, Located at 3420 S. Business Highway 281 (Closner Blvd), as Requested by Melden & Hunt, Inc. on Behalf of Shalom Media USA, Inc. [Jaime Acevedo, Director of Planning and Zoning]

C. Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.206, Lots, B. Required Lot Frontage, for the Replat of Lot 1, Tru Subdivision, Being a 6.593-Acre tract of Land, All of Lot 1, According to the Plat Thereof Recorded in Instrument Number 2906740, Hidalgo County Map Records, Located at 409 W. Trenton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

D. Consider Variance Requests to the City's Unified Development Code, Article 5, Subdivision Standards, Section 5.102 Applicability and Article 5, Section 5.210, Utilities, E.) Sanitary Sewers, 2. Requirements for Sanitary Sewer, Being Four Tracts of Land, Being All of Lot 12, Monte Cristo Heights, Hidalgo County, Texas, Located at 1008 Monte Cristo Heights Rd., as Requested by Erica D. Nava on Behalf of RGValley Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

E. Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.206, Lots, B. Required Lot Frontage, for the Proposed Montemayor Estates, Being a 4.00 Acre tract of Land Out of Lot 11, Section 237, Texas-Mexican Railway Company's Survey Hidalgo County, Texas, Located at 3220 W. Chapin Rd., as Requested by Quintanilla, Headley and Associates, Inc. [Jaime Acevedo, Director of Planning and Zoning]

12. CONSENT AGENDA

All Matters Listed Under Consent Agenda Are Considered To Be Routine By The Governing Body And Will Be Enacted By One Motion. If Discussion Is Desired, That Item Will Be Removed From The Consent Agenda And Will Be Considered Separately.

A. Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to provide Water Service to Wisconsin Heights Subdivision and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

B. Consider Awarding RFP No. 2026-010, Golf Course Management & Operations Services for Los Lagos Golf Course and Ebony Hills Golf Course Proposal to Troon Golf Inc. and Authorize the City Manager or Designee to Negotiate an Agreement Related Thereto. [Tomas D. Reyna, Assistant City Manager]

C. Consider Resolution Authorizing Intervention in AEP Texas Inc.'s Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities. [Benito Alonzo, City Attorney]

D. Consider Approving the Fiscal Year 2025-2026 Budget Transfers for the General Fund, South Texas International Airport at Edinburg Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

E. Consider Authorizing the Disposition of Approximately 25 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

13. OTHER BUSINESS

A. Future Items Requested by City Council. [Myra L. Ayala, City Manager]

14. EXECUTIVE SESSION

The City Council will convene in Executive Session, in accordance with the Texas Open Meetings Act, Vernon's Texas Statutes and Codes Annotated, Government Code, Chapter 551, Subchapter D, Exceptions to Requirement that Meetings be Open. The City Council May Elect To Go Into Executive Session On Any Item Whether Or Not Such Item Is Posted As An Executive Session Item At Any Time During The Meeting When Authorized By The Provisions Of The Open Meetings Act.

A. Consultation with City Attorney. (551.071 Consultation with Attorney; Closed Meeting)

B. Consultation with City Attorney Regarding Personnel Matters. (§552.074 Personnel Matters; §551.071 Consultation with Attorney; Closed Meeting.)

C. Discussion and Possible Action Regarding the Conveyance, Exchange, or Lease of Real Property - 1.Project 1718. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; §551.087 Deliberation Regarding Economic Development Negotiations; Closed Meeting.)

D. Discussion and Possible Action Regarding the Purchase, Exchange, Lease, or Value of Real Property. 1. 1101 N. Doolittle Rd. (§551.071 Consultation with Attorney; §551.072 Deliberation Regarding Real Property; Closed Meeting.; Closed Meeting.)

OPEN SESSION

The City Council will convene in Open Session to take necessary action, if any, in accordance with Chapter 551, Open meetings, Subchapter E, Procedures Relating to Closed Meeting, §551.102, Requirement to Vote or Take Final Action in Open Meeting.

15. ADJOURNMENT

I hereby certify this Notice of a City Council Meeting was posted in accordance with the Open Meetings

Act, at the City Offices of the City of Edinburg, located at the 415 West University entrance outside bulletin board, visible and accessible to the general public during and after regular working hours. This notice was posted on May 27, 2026 at 7:15 p.m.

By: /s/ Clarice Y. Balderas
Clarice Y. Balderas, City Secretary
City of Edinburg, Texas

Disability Access Statement

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary Department at (956) 388-8204 at least two business days prior to the meeting so that appropriate arrangements can be made. The accessible entrance and accessible parking spaces are located at Edinburg City Hall, 415 West University.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PRESENTATION AND REPORT
Agenda Item No: 7.A.
Police Department Annual Report

1. **Agenda Item:**
   Presentation of the 2025 Edinburg Police Department Annual Report. [Jaime Ayala, Police Chief]

2. **Description:**
   The 2025 annual report of the Edinburg Police Department is a thorough and informative document that showcases the department's significant accomplishments, initiatives, and crime statistics over the course of the year. The reporting period spans from January 1, 2025, to December 31, 2025.

   This report provides the Edinburg City Council and the general public with an overview of the Edinburg Police Department's current state for 2025.

3. **Staff's Recommendation:**
   Present the 2025 Edinburg Police Department Annual Report.

Reviewed by:		**Prepared by:**
Jaime Ayala, Chief of Police	Approved - 5/27/2026	Iris Alvarado, Management
Jesus Saenz, Assistant City Manager	Final Approval - 5/27/2026	Services Administrator

Attachments:
None

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PUBLIC HEARINGS
Agenda Item No: 8.A.
Comprehensive Plan Amendment and Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being 2.397 Acres Out of Lot 1, Tru Subdivision, Located at 409 W. Trenton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the north side of W. Trenton Road, approximately 800 feet west of the intersection of N. Business Highway 281 and W. Trenton Road. The property is currently zoned Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The requested zoning is Residential, Urban (RU) & Townhome District. This district is the highest intensity single-family residential district. The district includes auto-urban and higher densities meant to meet the community's need for more compact developments, walkable areas, and affordable housing. This property has a total area of 2.397 acres. Currently, the property is a vacant land. The applicant wants to utilize the property to develop 19 townhome lots.

Adjacent zoning is Residential, Primary (RP) District to the north, Commercial, General (CG) District to the south, Residential, Suburban (RS) District to the west and Commercial, General (CG) District to the east. Surrounding land uses consist of General Commercial Uses, single-family residential use, and vacant land. The Future Land Use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, May 1, 2026. No comments in favor or against have been received at the time this report was prepared. **Notice of this public hearing was published in the newspaper on May 13, 2026.**

On May 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On May 14, 2026, the Planning and Zoning Commission recommended with a vote of 5-1 to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, based on the surrounding land uses and future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection,

parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/14/2026
CITY COUNCIL – 06/02/2026
DATE PREPARED – 04/29/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District.

APPLICANT: Resaca Investments LTD.

AGENT: Melden & Hunt, Inc.

LEGAL: Being 2.397 Acres out of Lot 1, Tru Subdivision

LOCATION: Located at 409 W. Trenton Road

LOT/TRACT SIZE: 2.397 Acres

CURRENT USE: Vacant land

PROPOSED USE: Residential, Urban (RU) & Townhome District

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Residential, Primary (RP) District
South – Commercial, General (CG) District
East – Commercial, General (CG) District
West – Residential, Suburban (RS) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District.

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
MELDEN & HUNT, INC.

EVALUATION

The following is the staff's evaluation of the request:

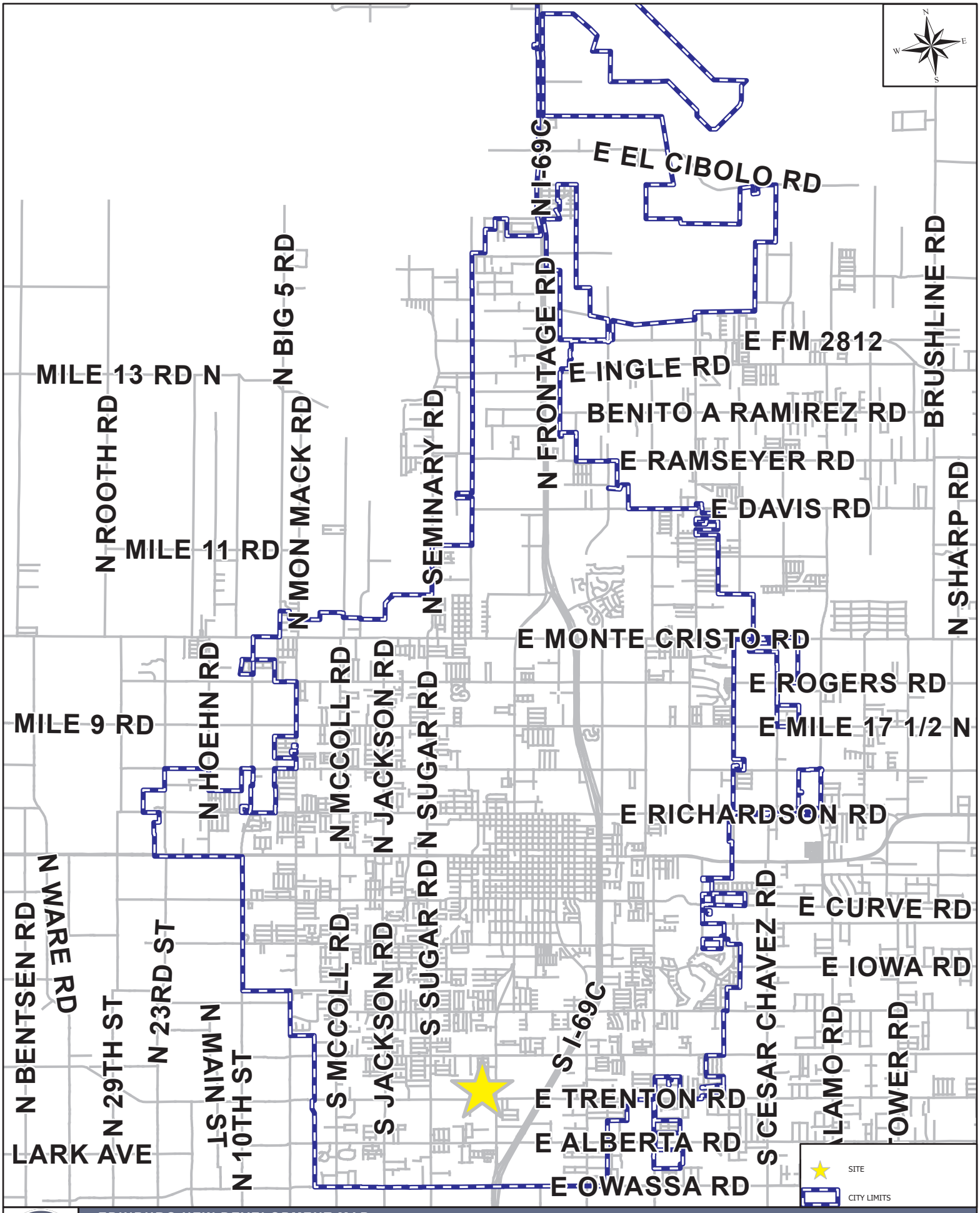
1. The property is currently a vacant land.

2. Surrounding land consists of commercial uses, single family residential use and vacant land.

3. The proposed zoning is not consistent with the Future Land Use Plan.

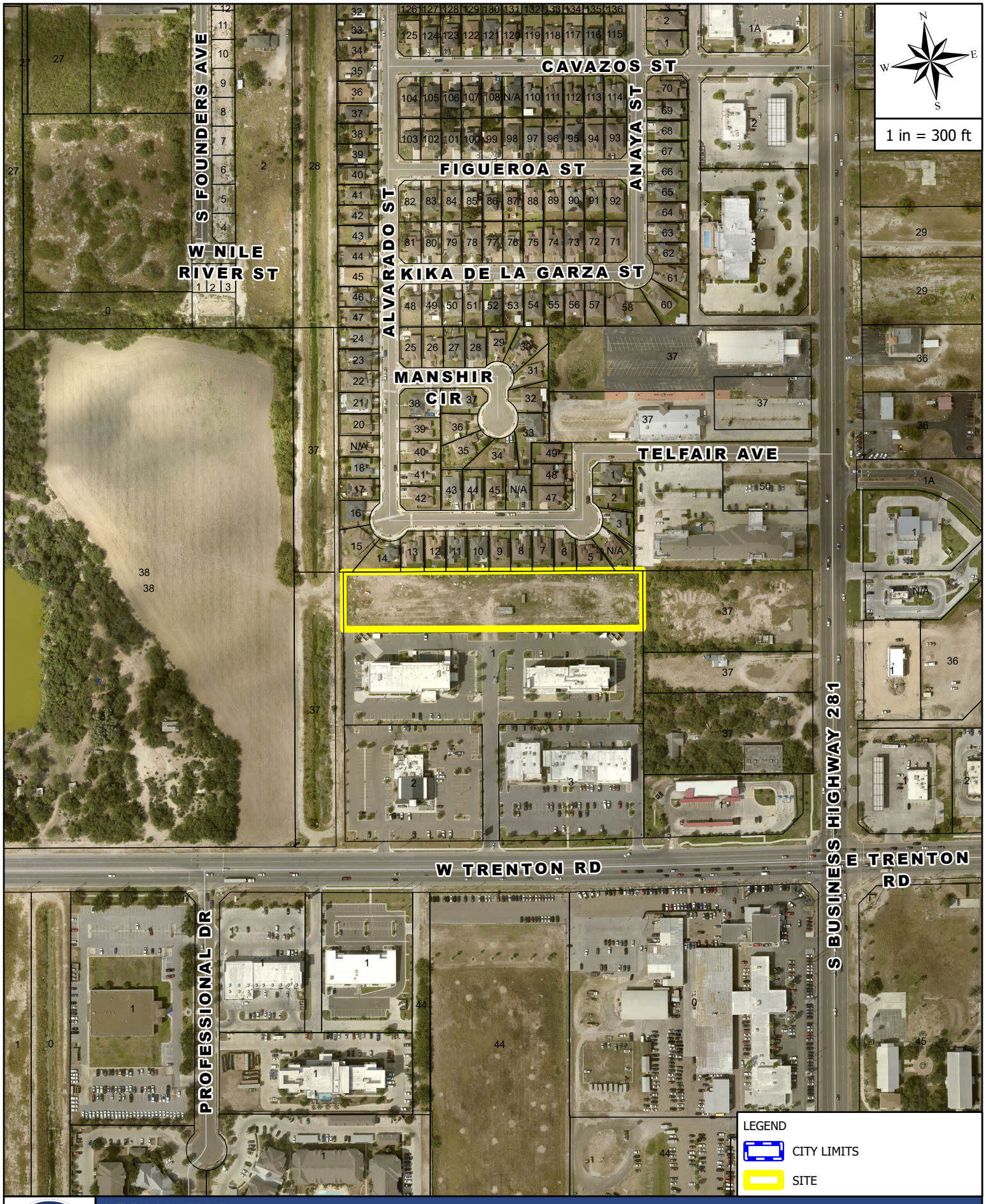
Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Auto Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, based on the surrounding land uses and future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 39 neighboring property owners on Friday, May 1, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 13, 2026.



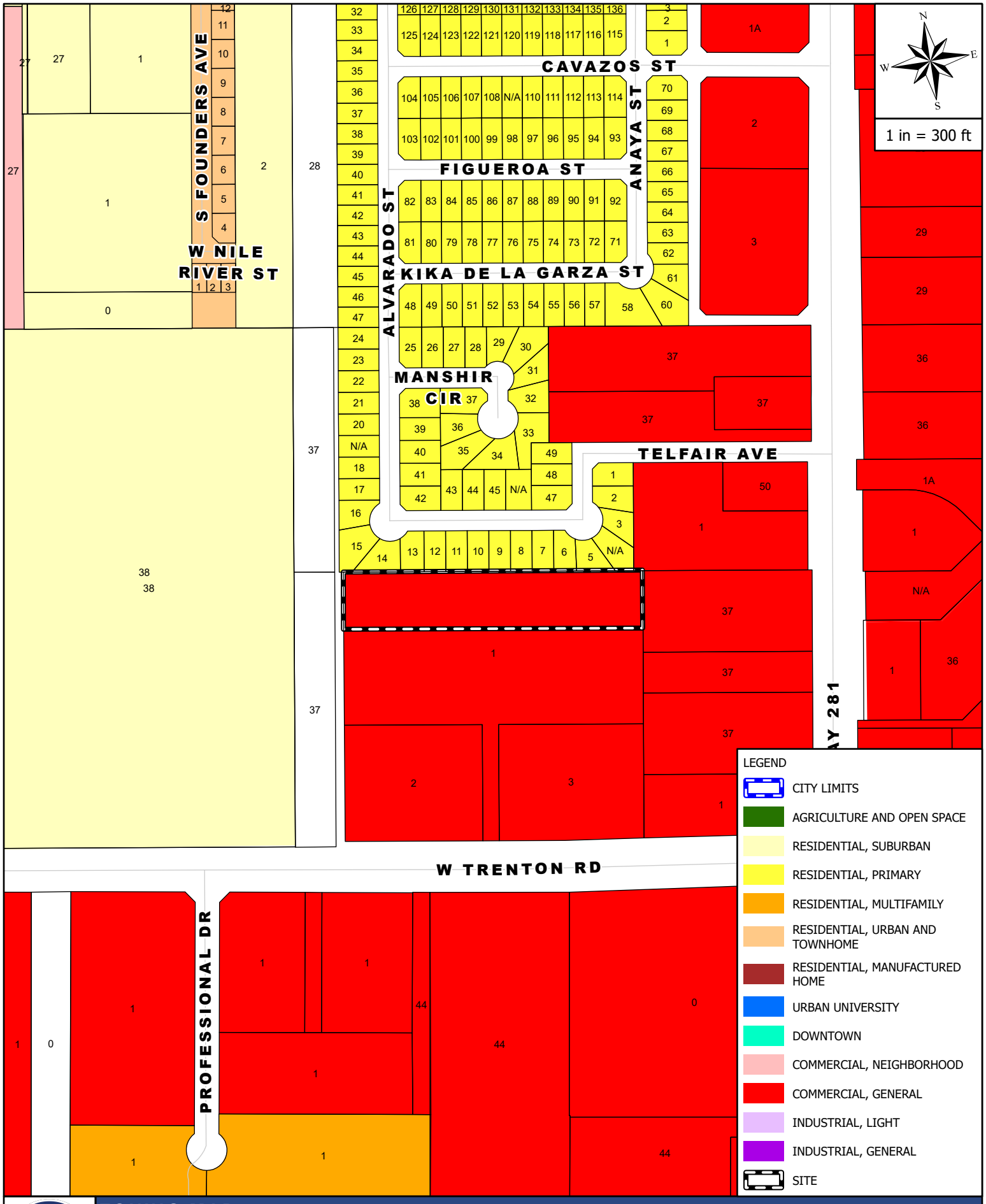
EDINBURG NEW DEVELOPMENT MAP

409 W TRENTON RD



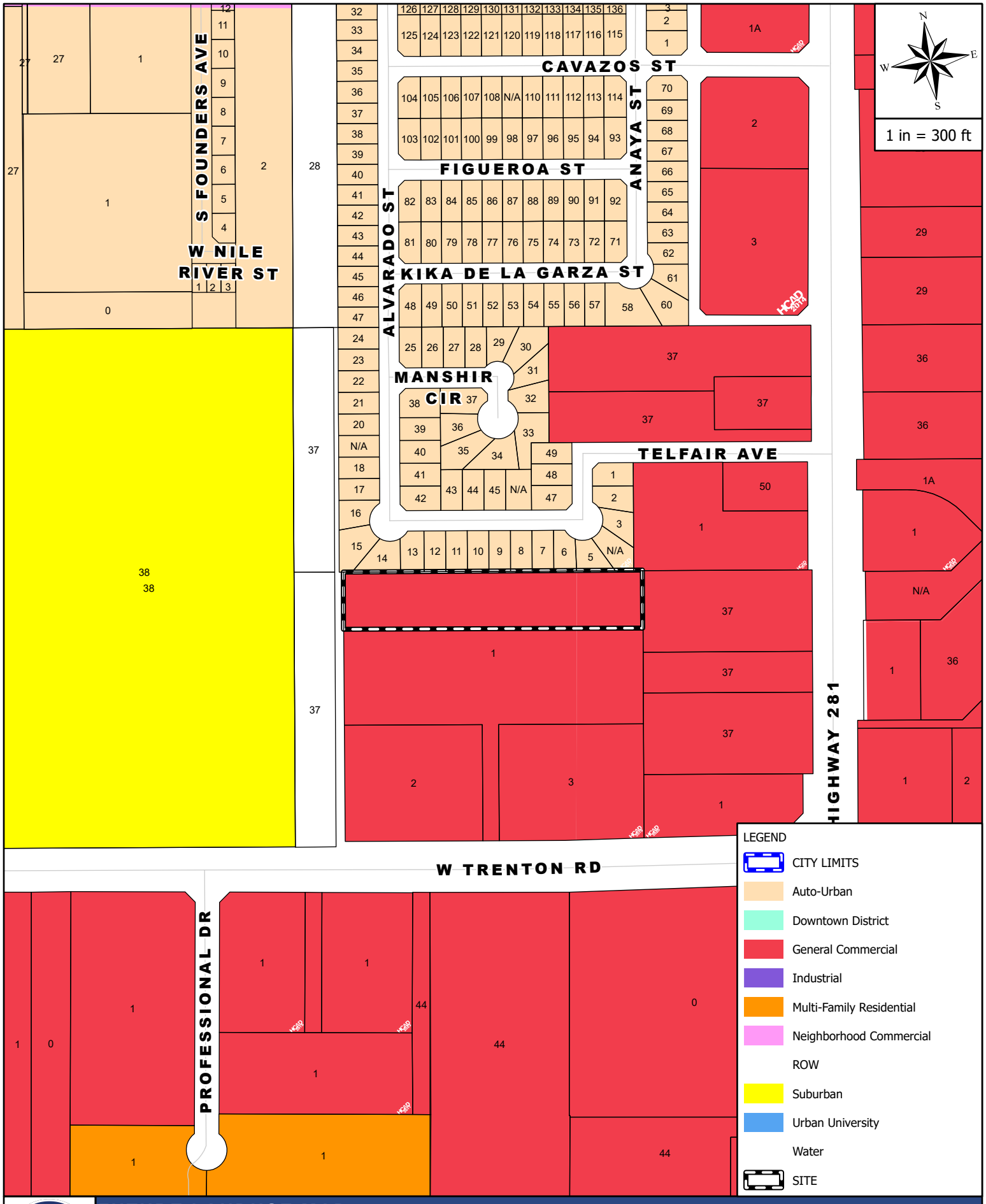
AERIAL MAP

409 W TRENTON RD



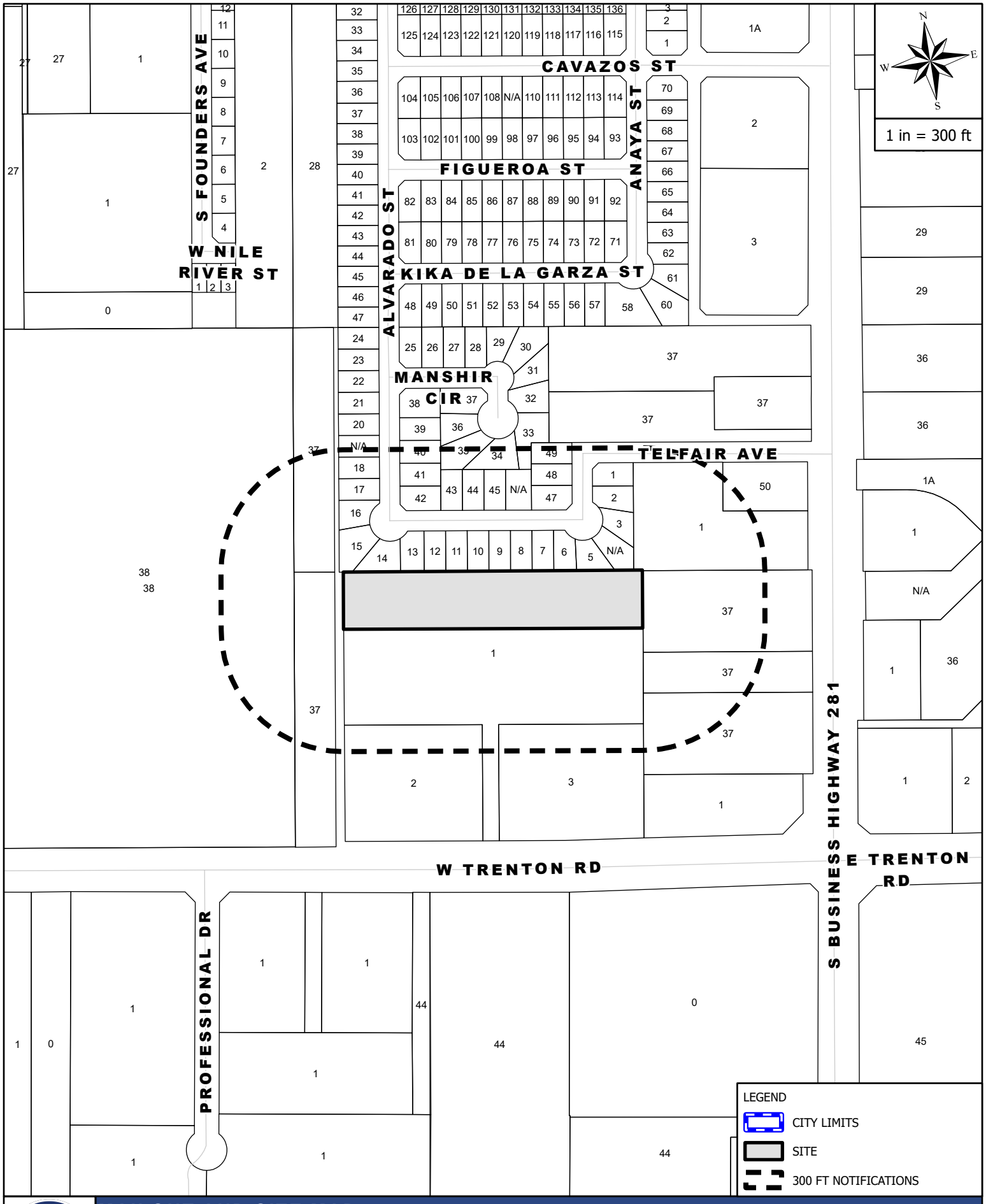
ZONING MAP

409 W TRENTON RD



FUTURE LANDUSE MAP

409 W TRENTON RD



MAILOUT AND SITE MAP

409 W TRENTON RD

Rezoning Request Site Photo

Melden & Hunt, Inc.
409 W. Trenton Road



TELFAIR SUBDIVISION
INSTRUMENT No. 2754559, H.C.M.R.

P.O.B.
N.E. COR.
LOT 1

N:16621467.277
E:1091174.867

S 81° 29' 13" E 734.40'

30.0' ENERGY TRANSFER PARTNERS EXCLUSIVE EASEMENT
DOCUMENT NUMBER 2906608, H.C.O.R.

10.0' UTILITY EASEMENT

N 08° 23' 44" E 142.17'

S 08° 30' 47" W 142.17'

150.1'

149.7'

N 81° 29' 13" W 734.11'

10.0'

54.1' 54.1'

348.0'

20.0'

306.0'

10.0' UTILITY EASEMENT

10.0' UTILITY EASEMENT

24.3' 10.0' 10.0' 10.0' 10.0' 47.4' 20.0' 60.3' 5.0' 10.0' 5.0' 212.9' 5.0' 10.0' 5.0' 12.8'

20.0' R.O.W. DEDICATED TO THE CITY OF EDINBURG
INSTRUMENT NUMBER 2906740, H.C.M.R.

10.0' UTILITY EASEMENT

143.7'

LOT 1
TRU SUBDIVISION
INSTRUMENT NUMBER 2906740, H.C.M.R.

RESACA INVESTMENT, LTD.
W.D. DOC. NO. 2670992, H.C.O.R.

10.0' UTILITY EASEMENT

175.8' 175.8'

302.6'

142.8'

10.0' UTILITY EASEMENT

30.0' ENERGY TRANSFER PARTNERS EXCLUSIVE EASEMENT
DOCUMENT NUMBER 2906608, H.C.O.R.

S 08° 30' 47" W 533.49'

BLOCK 37, KELLY PHARR TRACT
VOLUME 276, PAGE 292, H.C.D.R.

N:16620799.157
E:1091074.956

S.E. COR.
TRU SUB

TRENTON ROAD
120.0' R.O.W.

BEARING BASIS AS PER TEXAS
COORDINATE SYSTEM OF 1983, TEXAS SOUTH

SCALE:1"=60'

LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY MAP RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- S.E. COR. - SOUTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- DOC. NO. - DOCUMENT NUMBER
- W.D. - WARRANTY DEED
- ≅ - SAME OWNER

FLOOD ZONE

ZONE "X" (SHADED)

AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER: 480338 0030 E
MAP REVISED: JUNE 6, 2000
REVISED TO TO REFLECT LOMR: MAY 14, 2001

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL & SIGNATURE OF SURVEYOR.
2. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WHICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT. THE SURVEYOR IS ADVISING THE RECIPIENT OF THIS PLAT THAT ADDITIONAL EASEMENTS MAY AFFECT THIS TRACT.
3. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 12/02/2016 UNDER MY DIRECTION AND SUPERVISION.

ROBERTO N. TAMEZ, RPLS No. 6238 DATE: 07/10/2025

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

PLAT SHOWING
2.397 ACRES OUT OF
LOT 1, TRU SUBDIVISION
INSTRUMENT NUMBER 2906740, H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPLS No. 10096900

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

PAGE: 2 OF 2
DATE: 7/10/2025
JOB No. 25111.07
REFERENCE JOB No. 16142.09
FILE NAME: 25111_Tract 3
DRAWN BY: J.L.G.

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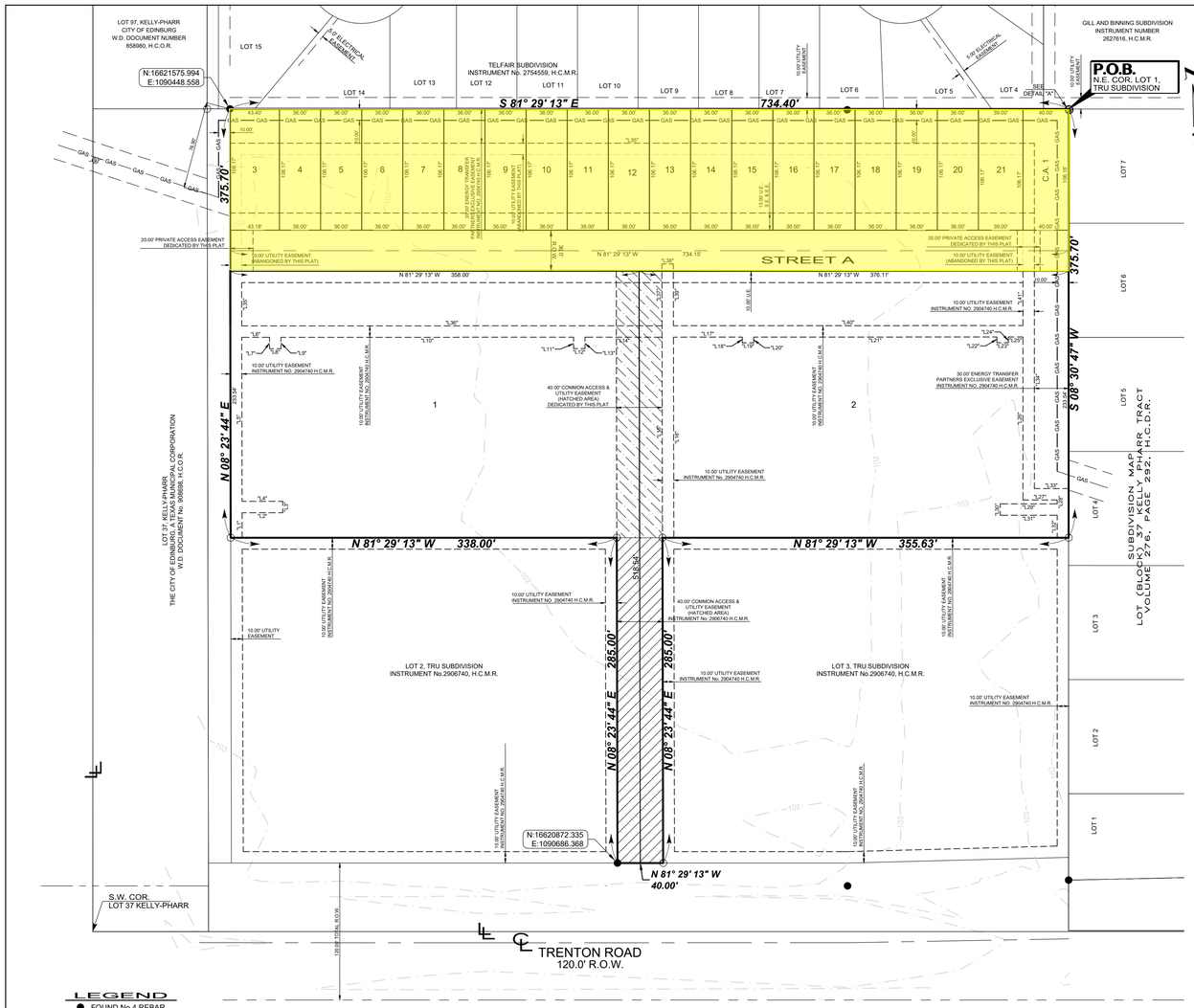


REPLAT OF
LOT 1 TRU SUBDIVISION

6.593 ACRES BEING ALL OF LOT 1,
TRU SUBDIVISION
INSTRUMENT 2906740, H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

METES AND BOUNDS:

A TRACT OF LAND CONTAINING 6.593 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 1, TRU SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2906740, HIDALGO COUNTY MAP RECORDS, SAID 6.593 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR SET AT THE NORTHEAST CORNER OF SAID LOT 1, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 30' 47" W ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 375.70 FEET TO A NO. 4 REBAR SET ON THE NORTHERNMOST SOUTHEAST CORNER OF SAID LOT 1, FOR THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 29' 13" W ALONG A LINE OF SAID LOT 1, A DISTANCE OF 355.63 FEET TO A NO. 4 REBAR SET ON AN INSIDE CORNER OF SAID LOT 1, FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, S 08° 23' 44" W ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 285.00 FEET TO A NO. 4 REBAR SET ON THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 1, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 81° 29' 13" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE NORTH RIGHT-OF-WAY LINE OF TRENTON ROAD, A DISTANCE OF 40.00 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16620872.335, EASTING: 1090686.368] ON THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
5. THENCE, N 08° 23' 44" E ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 285.00 FEET TO A NO. 4 REBAR SET ON AN INSIDE CORNER OF SAID LOT 1, FOR AN INSIDE CORNER OF THIS TRACT;
6. THENCE, N 81° 29' 13" W ALONG A LINE OF SAID LOT 1, A DISTANCE OF 338.00 FEET TO A NO. 4 REBAR SET ON THE NORTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
7. THENCE, N 08° 23' 44" E ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 375.70 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16621575.994, EASTING: 1090448.558] ON THE NORTHWEST CORNER OF SAID LOT 1, FOR THE NORTHWEST CORNER OF THIS TRACT;
8. THENCE, S 81° 29' 13" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 734.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.593 ACRES OF LAND, MORE OR LESS.

Lot Area Table		
Lot #	SQ. FT,	Area
1	89305.62	2.050
2	93478.62	2.146
3	4596.09	0.106
4	3822.01	0.088
5	3822.01	0.088
6	3822.01	0.088
7	3822.01	0.088
8	3822.01	0.088
9	3822.01	0.088
10	3822.01	0.088
11	3822.01	0.088
12	3822.01	0.088
13	3822.01	0.088
14	3822.01	0.088
15	3822.01	0.088
16	3822.01	0.088
17	3822.01	0.088
18	3822.01	0.088
19	3822.01	0.088
20	3822.01	0.088
21	4140.51	0.095
C.A. 1	4246.68	0.097

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE:
GENERAL MANAGER

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS,

THE _____ DAY OF _____, 20 ___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

_____ _____
PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS REPLAT OF LOT 1 TRU SUBDIVISION DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG, TEXAS, AND THOSE WHOSE MAY NOW OR HERAFTER HOLD FRANCHISE UNDER SAID CITY, THE PRIVATE ACCESS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG. EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUEST.

_____
RESACA INVESTMENTS, LTD
VINOD K. KASAN, PRESIDENT
312 W. NOLANA LOOP,
PHARR, TX, 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAVI MAHTANI KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20 __.

_____
NOTARY PUBLIC, COUNTY,
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED VINOD K. KASAN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20 __.

_____
NOTARY PUBLIC, COUNTY,
MY COMMISSION EXPIRES:

I, _____, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS MINOR PLAT REPLAT EDINBURG PLAZA SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS, THE _____ DAY OF _____, 20 __WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

_____
ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

_____ _____
MARIO A. REYNA, RPE # 117368 DATE:
DATE SURVEYED: 12-14-16
JOB No. 25111.00

STATE OF TEXAS
MARIO A. REYNA
117368
LICENSED
PROFESSIONAL ENGINEER

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE_____DAY OF_____20_____.

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 12/14/2016
SURVEY JOB # 16142.08

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

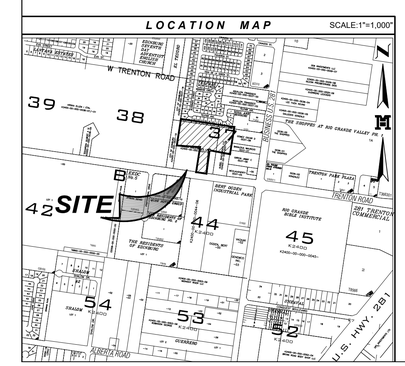
ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

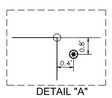
BY:_____ DEPUTY

LEGEND

- FOUND No.4 REBAR
- FOUND 4" STEEL POST
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
N.T.S. - NOT TO SCALE
U.E. - UTILITY EASEMENT
S.E. - SIDEWALK EASEMENT
E.E. - ELECTRICAL EASEMENT
℄ - CENTER LINE
- LOT LINE
GAS - GAS LINE
- EXISTING ACCESS AREA
- PROPOSED ACCESS AREA





Easement Lines		
Line #	Length	Direction
"L1"	21.87'	N08° 23' 44"E
"L2"	35.61'	S81° 36' 16"E
"L3"	10.00'	N08° 23' 44"E
"L4"	35.61'	N81° 36' 16"W
"L5"	143.69'	N08° 23' 44"E
"L6"	24.28'	S81° 31' 12"E
"L7"	10.00'	S08° 25' 57"W
"L8"	10.00'	S81° 31' 12"E
"L9"	10.00'	N08° 25' 57"E
"L10"	256.30'	S81° 31' 12"E
"L11"	10.00'	S08° 30' 33"W
"L12"	10.00'	S81° 31' 12"E
"L13"	10.00'	N08° 30' 33"E
"L14"	67.41'	S81° 31' 12"E
"L15"	185.80'	S08° 23' 44"W
"L16"	175.79'	N08° 23' 44"E
"L17"	60.28'	S81° 31' 12"E
"L18"	5.00'	S08° 30' 33"W
"L19"	10.00'	S81° 31' 12"E
"L20"	5.00'	N08° 30' 33"E
"L21"	212.92'	S81° 31' 12"E
"L22"	5.00'	S08° 30' 33"W

Easement Lines		
Line #	Length	Direction
"L23"	10.00'	S81° 31' 12"E
"L24"	5.00'	N08° 30' 33"E
"L25"	12.79'	S81° 31' 12"E
"L26"	142.83'	S08° 30' 47"W
"L27"	30.00'	S81° 29' 13"E
"L28"	3.35'	S08° 30' 47"W
"L29"	49.85'	N81° 29' 13"W
"L30"	10.00'	S08° 30' 47"W
"L31"	49.85'	S81° 29' 13"E
"L32"	19.78'	S08° 30' 47"W
"L33"	30.00'	N81° 29' 13"W
"L34"	190.41'	S08° 30' 47"W
"L35"	37.97'	S08° 23' 44"W
"L36"	368.00'	S81° 31' 12"E
"L37"	54.11'	N08° 23' 44"E
"L38"	10.00'	S81° 36' 16"E
"L39"	54.13'	S08° 23' 44"W
"L40"	306.01'	S81° 31' 12"E
"L41"	47.57'	N08° 30' 47"E

GENERAL NOTES:

1. FLOOD ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. 480338 0030 E, MAP REVISED JUNE 6, 2000 FUTHER REVISED MAY 14, 2001 LOMR.
2. MINIMUM FINISH FLOOR SHALL BE 18" ABOVE TOP OF CURB.
3. SETBACKS AND BUFFER YARDS, SHALL COMPLY WITH THE CITY OF EDINBURG UNIFIED CODE REQUIREMENTS FOR COMMERCIAL, GENERAL (CG) DISTRICT OR GREATER FOR EASEMENT WHICHEVER IS GREATER.
4. BENCH MARK: IS LOCATED ON A SQUARE CUT ON A CURB INLET ALONG TRENTON ROAD 31 FEET EAST OF THE NORTHEAST CORNER OF THIS LOT. NORTHING: 16620823.196, EASTING: 1090266.583, ELEV.=104.01
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 74.069.00 C.F (1.700 AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT.
6. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
7. MAINTENANCE OF ALL NON PUBLIC IMPROVEMENTS ARE RESPONSIBILITY OF THE BUSINESS ASSOCIATION OR INDIVIDUAL OWNER.
8. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS AND LOT LINES.
9. PROPOSED DETENTION AREAS SHALL BE MAINTAINED BY OWNER.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
11. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE.

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

DRAWN BY: J.L.G. DATE: 07/08/25.
SURVEYED, CHECKED_____DATE: _____.
FINAL CHECK _____ DATE: _____.

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING 2.397 ACRES OUT OF LOT 1, TRU SUBDIVISION, LOCATED AT 409 W. TRENTON ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District, and Residential, Urban (RU) & Townhome District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being 2.397 Acres Out of Lot 1, Tru Subdivision, Located at 409 W. Trenton Road from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 14, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they denied the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published

in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 2, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District, and Residential, Urban (RU) & Townhome District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and added to the Residential, Urban (RU) & Townhome District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in

accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING 2.397 ACRES OUT OF LOT 1, TRU SUBDIVISION, LOCATED AT 409 W. TRENTON ROAD, SHOULD BE FOR AUTO-URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from General Commercial Uses to Auto-Urban Uses and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the General Commercial Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Auto-Urban Uses. The conditions that exist are:

(1) Population growth requiring more Auto-Urban Uses;

(2) Expansion and development of Auto-Urban Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the city council in passing this ordinance that its parts shall be severable and all other parts of this ordinance shall be severable and all other parts of this ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PUBLIC HEARINGS
Agenda Item No: 8.B.
Comprehensive Plan Amendment and Rezoning Request - SAMES

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, Being a 9.54 Acre (415,724.88 sq. ft) Gross, 9.35 Acre (407,471.13 sq. ft) net., Tract of Land Out of Lot 7, Section 244, Tex Mex Railway Company Survey Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, Located at 3008 N. Business Highway 281, as Requested by SAMES. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the east side of N. Business Highway 281, approximately 1,000 feet north of the intersection of N. Business Highway 281 and E. Rogers Road. The property is currently zoned Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. The requested zoning is Residential, Urban (RU) & Townhome District. This district is the highest intensity single-family residential district. This property has a total frontage of 300.15 feet along N. Business Highway 281 and a lot of depth of 1,259.20 feet, for a total area of 9.35 acres. Currently, the property has an existing residential home and agricultural use. The applicant wants to develop an attached townhome development consisting of 83 lots.

Adjacent zoning is Commercial, General (CG) District to the north, Residential, Primary (RP) District and Commercial, General (CG) District to the south, Residential, Suburban (RS) to the west and Residential, Primary (RP) District to the east. Surrounding land uses consist of single-family residential uses and commercial uses. The Future Land Use designation for this property is a combination of General Commercial Uses and Auto-Urban Uses.

Staff mailed a notice of the public hearing to 51 neighboring property owners on Friday, May 1, 2026. No comments in favor or against had been received at the time this report was prepared. **Notice of this public hearing was published in the newspaper on May 13, 2026.**

On May 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will not support the proposed development. Future upgrade improvements to public facilities will be necessary to accommodate the increased demand associated with the development.

On May 14, 2026, the Planning and Zoning Commission recommended, with a vote of 3-2 with 1 abstention, to deny the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, based on maintaining consistency with the existing

and future development pattern which supports commercial uses along the frontage and auto-urban uses at the rear. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/14/2026
CITY COUNCIL – 06/02/2026
DATE PREPARED – 05/29/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District.

APPLICANT: Elizondo Brothers and Bertha Recio Elizondo

AGENT: SAMES

LEGAL: Being a 9.54 Acre (415,724.88 sq. ft) gross, 9.35 Acre (407,471.13 sq. ft) net., Tract of land out of Lot 7, Section 244, Tex Mex Railway Company Survey Subdivision, an addition to the City of Edinburg, Hidalgo County, Texas

LOCATION: Located at 3008 N. Business Highway 281

LOT/TRACT SIZE: 9.35 Acre net

CURRENT USE: Residential home and Agriculture use

PROPOSED USE: Residential, Urban (RU) & Townhome District

EXISTING ZONING: Commercial, General (CG) District

ADJACENT ZONING:
North – Commercial, General (CG) District
South – Residential, Primary (RP) District and Commercial, General (CG) District
East – Residential, Primary (RP) District
West – Residential, Suburban (RS) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: City of Edinburg Sewer and North Alamo Water Supply Corporation for Water

RECOMMENDATION: Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District.

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
SAMES

EVALUATION

The following is the staff's evaluation of the request:

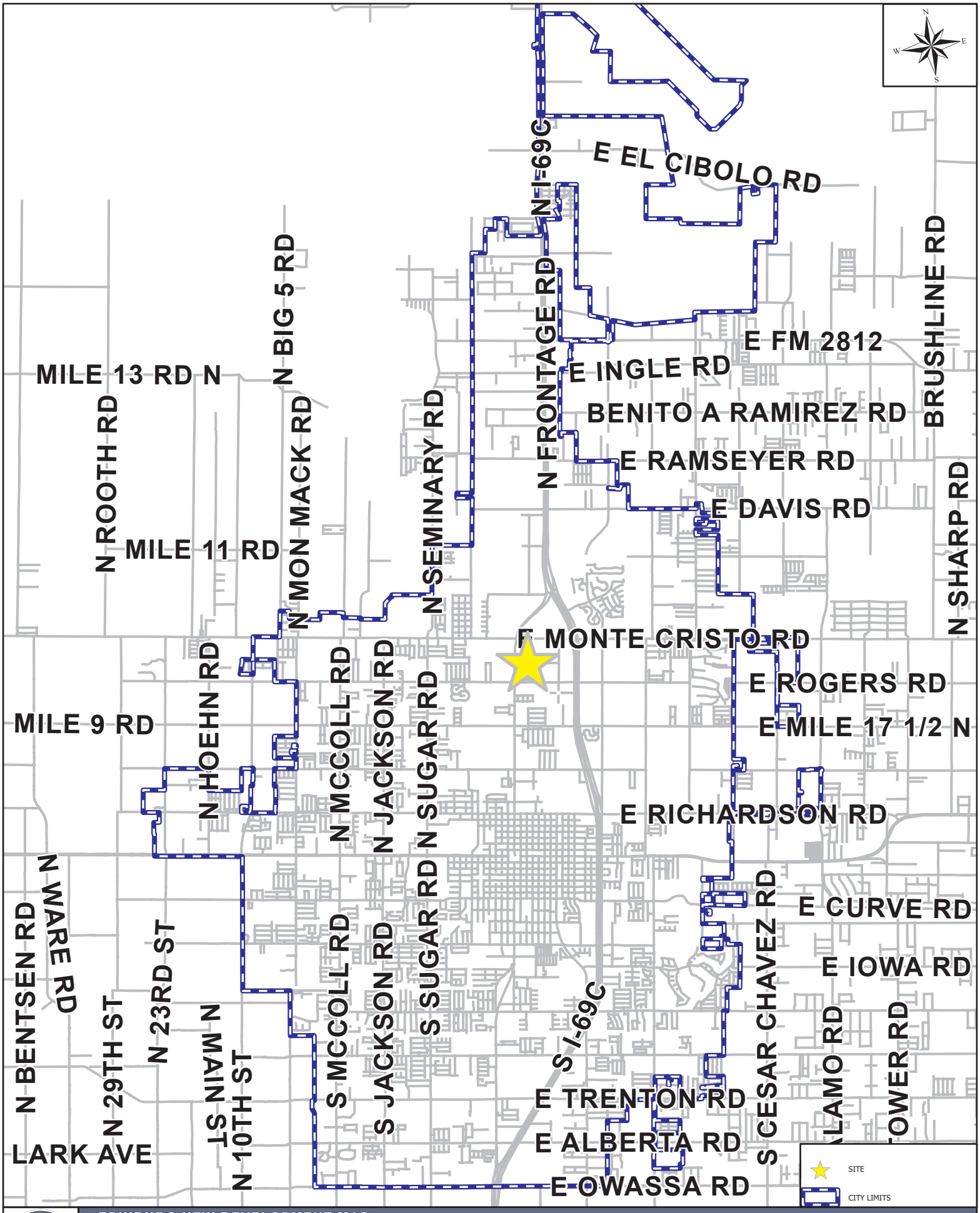
1. The property is currently a residential home and agriculture use.

2. Surrounding land consists of single-family residential uses, commercial uses and vacant land.

3. The proposed zoning is not consistent with the Future Land Use Plan.

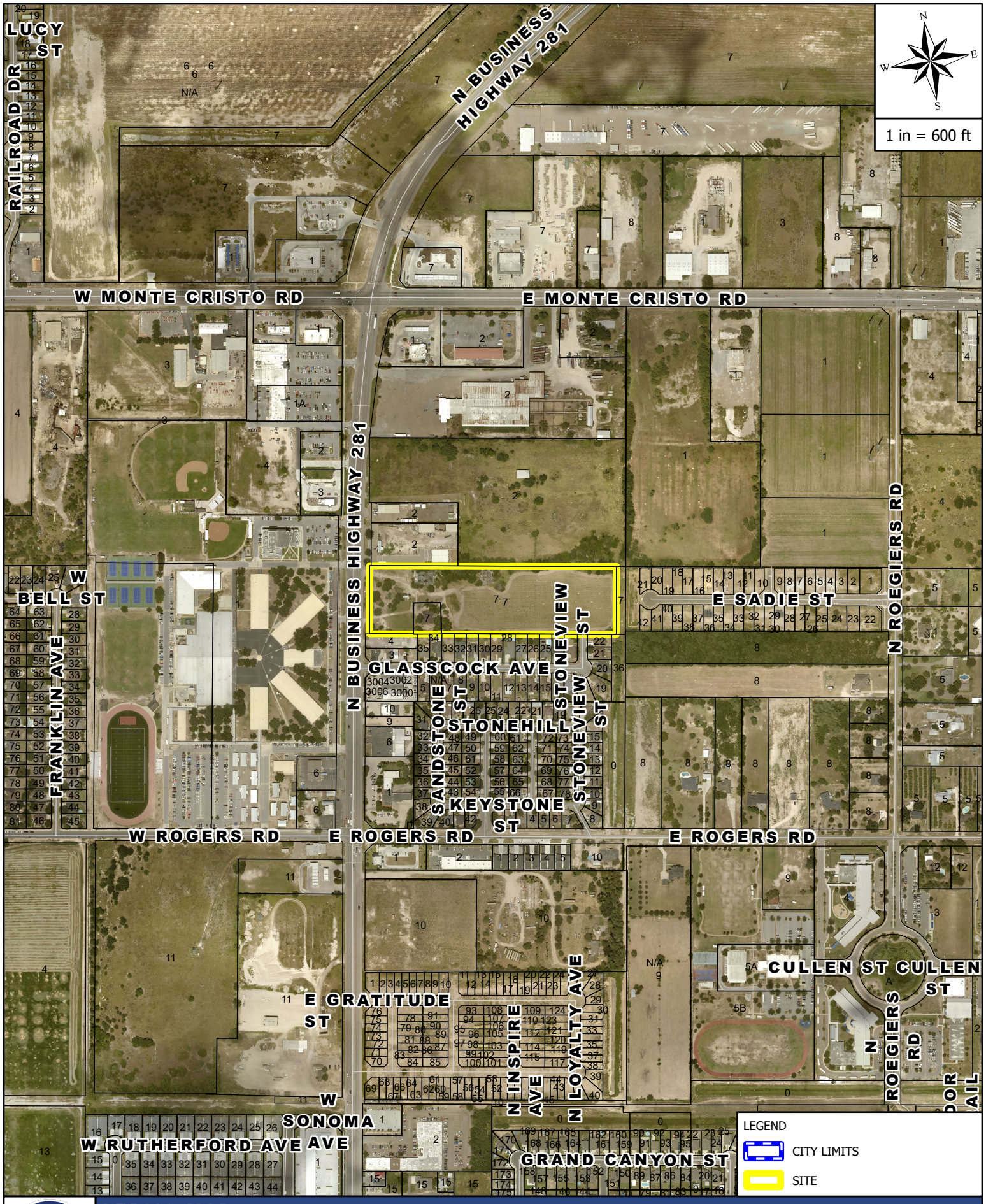
Staff recommends denial of the Comprehensive Plan Amendment from General Commercial Uses to Auto-Urban Uses and the Rezoning Request from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, based on maintaining consistency with the existing and future development pattern which supports commercial uses along the frontage and auto-urban uses at the rear. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 51 neighboring property owners on Friday, May 1, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 13, 2026.



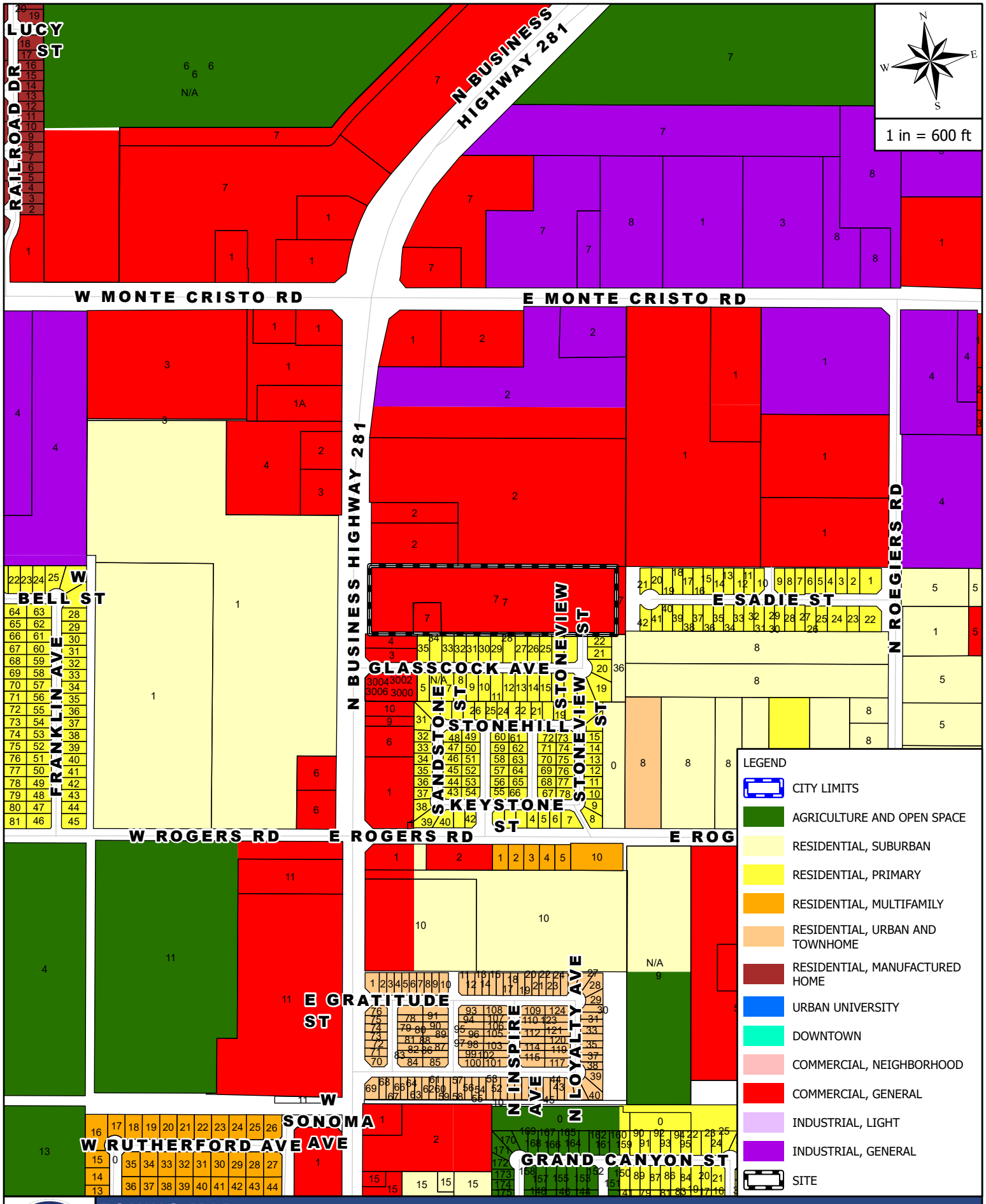
EDINBURG NEW DEVELOPMENT MAP

3008 N BUSINESS HIGHWAY 281



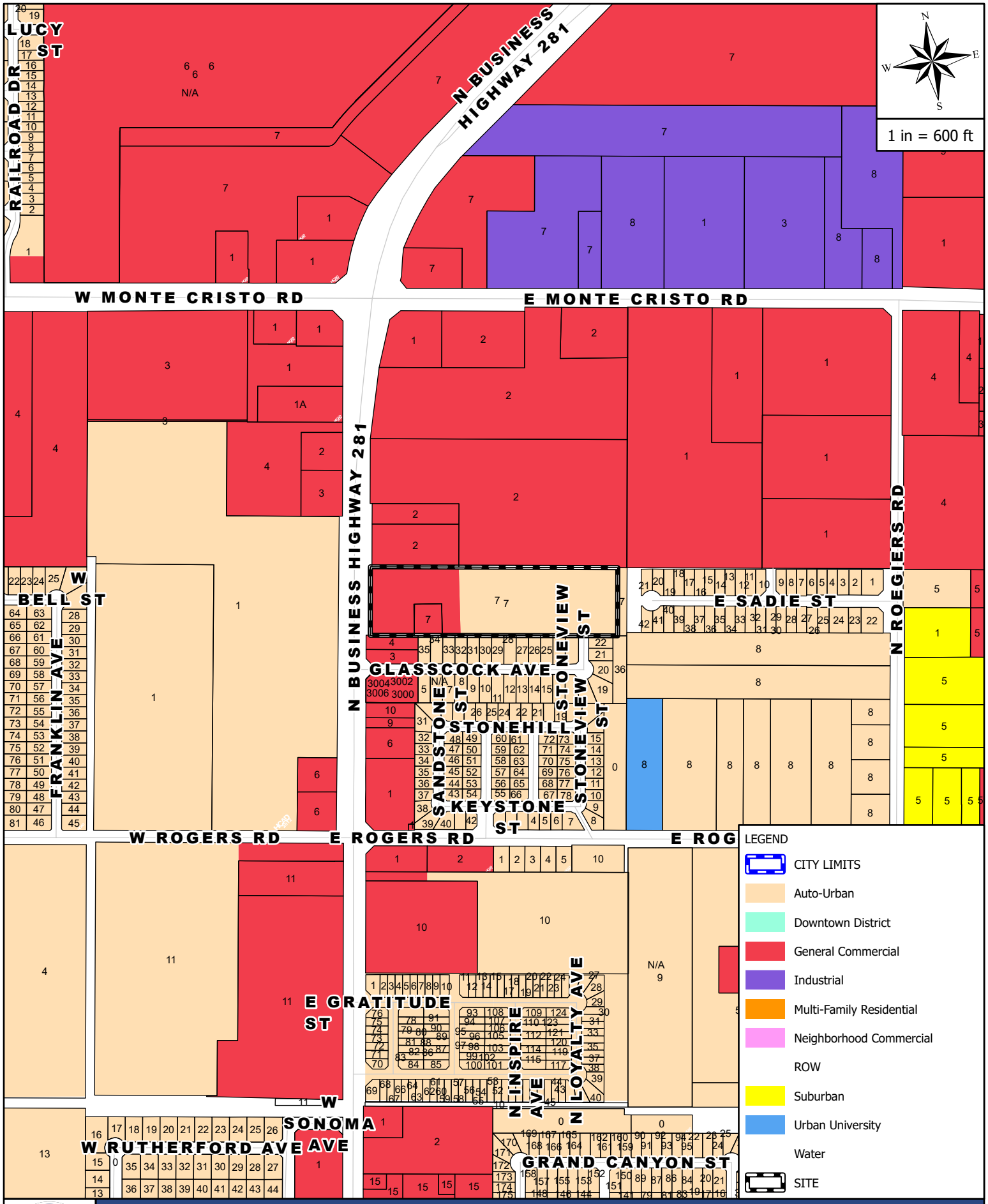
AERIAL MAP

3008 N BUSINESS HIGHWAY 281



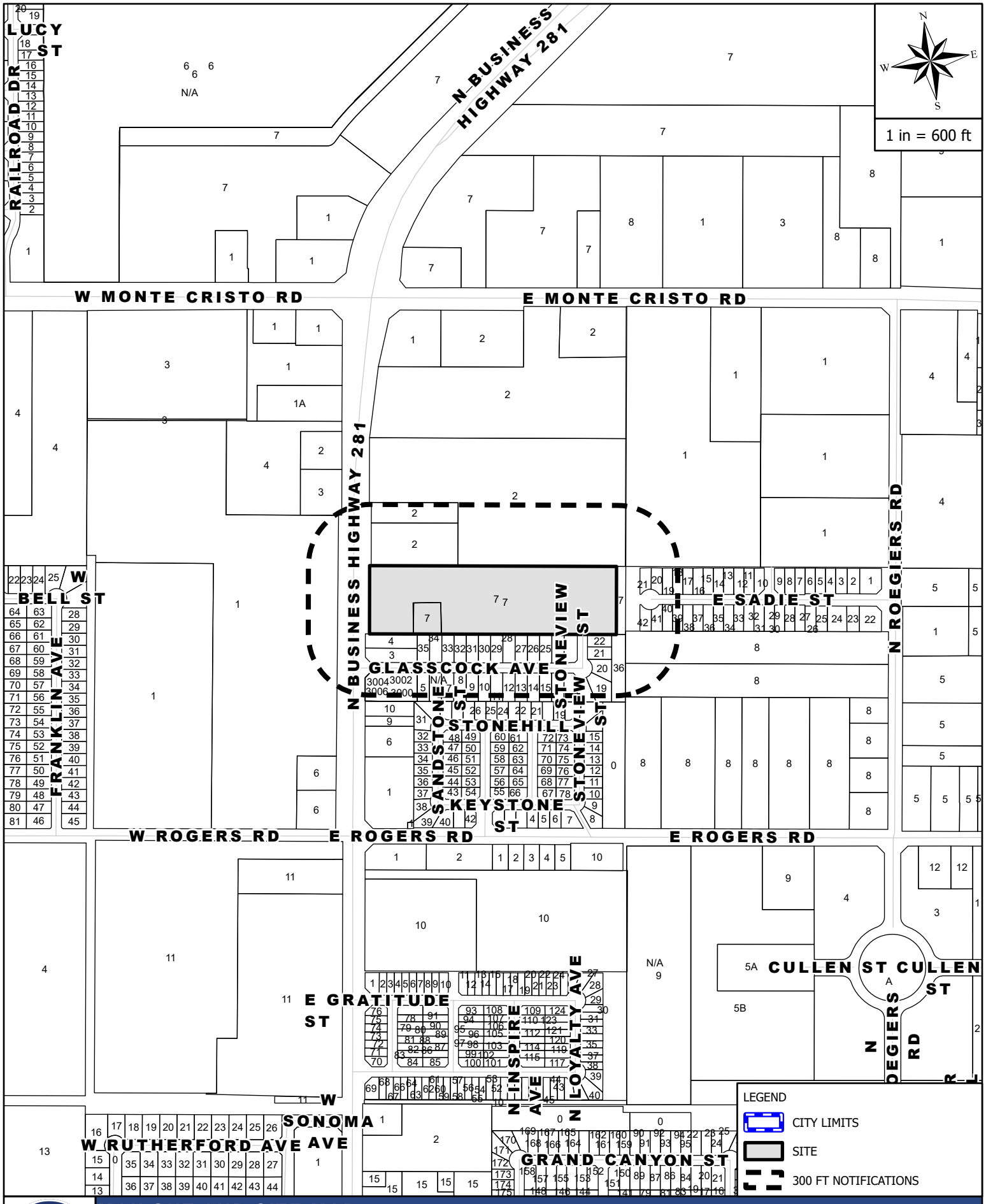
ZONING MAP

3008 N BUSINESS HIGHWAY 281



FUTURE LANDUSE MAP

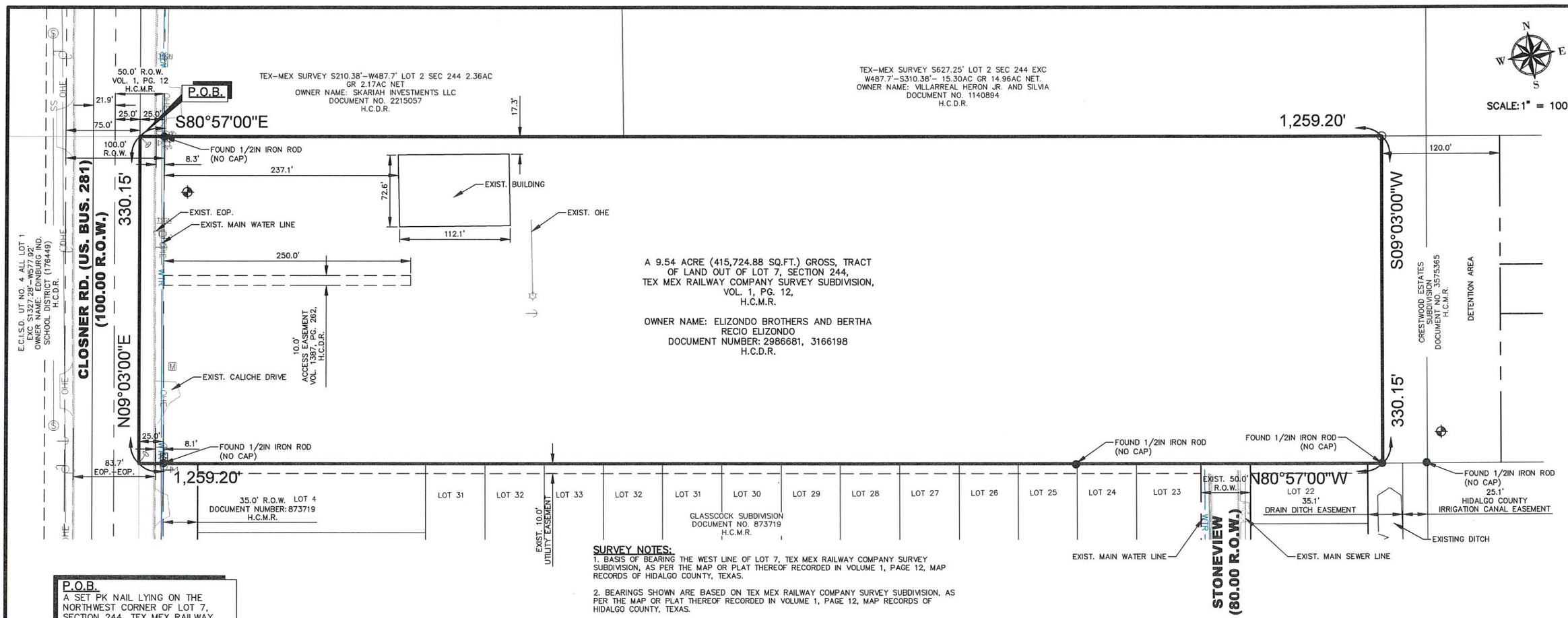
3008 N BUSINESS HIGHWAY 281



THE CITY OF EDINBURG TEXAS

MAILOUT AND SITE MAP

3008 N BUSINESS HIGHWAY 281



P.O.B.
A SET PK NAIL LYING ON THE NORTHWEST CORNER OF LOT 7, SECTION 244, TEX MEX RAILWAY COMPANY SURVEY SUBDIVISION
X: 1096701.3740
Y: 16646722.3024
VOL. 1, PG. 12, H.C.M.R.

SURVEY NOTES:

1. BASIS OF BEARING THE WEST LINE OF LOT 7, TEX MEX RAILWAY COMPANY SURVEY SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

2. BEARINGS SHOWN ARE BASED ON TEX MEX RAILWAY COMPANY SURVEY SUBDIVISION, AS PER THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

3. ALL COORDINATES, BEARINGS, AND DISTANCES, ARE BASED ON THE TEXAS COORDINATE SYSTEM, (NAD 83), TEXAS STATE PLANES, SOUTH ZONE, US SURVEY FEET, GRID. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE BASED ON RECORDED DOCUMENT.

4. ALL HORIZONTAL CONTROL ON THIS PROJECT WAS ESTABLISHED UTILIZING RTK GPS METHODS.

5. THE SURVEYOR DID NOT PREPARE AN ABSTRACT OF TITLE. TITLE WORK WAS FURNISHED BY WESTCOR LAND TITLE INSURANCE COMPANY, UNDER GF No. 2026-NO-334, AND TITLE COMMITMENT DATED EFFECTIVE FEBRUARY 8, 2026. SURVEYOR ASSUMES NO LIABILITY FOR THE ACCURACY OF THE TITLE WORK FURNISHED.

THE FOLLOWING MATTERS AND ALL TERMS OF THE DOCUMENTS CREATING OR OFFERING EVIDENCE OF THE MATTERS:

5. SUBJECT TO THE SUBDIVISION RULES AND REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION OF SAID PROPERTY.

A. ACCESS EASEMENT AS SET FORTH AND DESRIBED BY INSTRUMENT RECORDED IN VOLUME 1387, PAGE 262 OF THE DEED RECORDS OF HIDALGO COUNTY, TEXAS.

B. ANY ENCROACHMENT, ENCUMBRANCE, VIOLATION, VARIATION, OR ADVERSE CIRCUMSTANCES AFFECTING THE TITLE THAT WOULD BE DISCLOSED BY AN ACCURATE AND COMPLETE SURVEY OF THE LAND. (NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO THE COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY).

C. ALL LEASES, GRANTS, EXCEPTIONS OR RESERVATIONS OF COAL, LIGNITE, OIL, GAS AND OTHER MINERALS, TOGETHER WITH ALL RIGHTS, PRIVILEGES, AND IMMUNITIES RELATING THERETO, APPEARING IN THE PUBLIC RECORDS WHETHER LISTED IN SCHEDULE B OR NOT. THERE MAY BE LEASES, GRANTS EXCEPTION OR RESERVATIONS OF MINERAL INTERESTS THAT ARE NOT LISTED.

D. RIGHTS, IF ANY, TO USE THE SURFACE OF THE LAND FOR THE EXTRACTION OR DEVELOPMENT OF ANY GEOTHERMAL ENERGY AND ASSOCIATED RESOURCES BELOW THE SURFACE OF THE LAND RESULTING IN DAMAGE TO AN IMPROVEMENT LOCATED ON THE LAND ON OR AFTER DATE OF POLICY (SAID RIGHTS)."COMPANY INSURES THE INSURED AGAINST LOSS, IF ANY, SUSTAINED BY THE INSURED UNDER THE TERMS OF THIS POLICY BY REASON OF THE ENFORCEMENT OF SAID RIGHTS AS TO THE LAND. COMPANY AGREES TO PROVIDE DEFENSE TO THE INSURED IN ACCORDANCE WITH THE TERMS OF THIS POLICY IF SUIT IS BROUGHT AGAINST THE INSURED TO ENFORCE SAID RIGHTS AS TO THE LAND."

E. ANY PORTION OF SUBJECT PROPERTY LYING WITHIN THE BOUNDARIES OF A PUBLIC OR PRIVATE ROADWAY WHETHER DEDICATED OR NOT.

F. VISIBLE AND APPARENT EASEMENTS ON OR ACROSS PROPERTY DESCRIBED IN SCHEDULE A.

G. RIGHTS OF PARTIES IN POSSESSION. (OWNERS POLICY ONLY)

GENERAL NOTES:
ADDRESS: Address, City, Texas 78504
SURVEYED: 04/13/2026
REQUESTED BY: ALEJANDRO ZUMBA
OWNER NAME: ELIZONDO BROTHERS AND BERTHA RECIO ELIZONDO

FLOOD ZONE DESIGNATION: "ZONE X" – AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN

COMMUNITY-PANEL NUMBER: 480338-0015 E
MAP REVISED: JUNE 6. 2000

LEGEND

●	– FND. 1/2" IRON ROD
○	– SET 1/2" IRON ROD W/PLASTIC CAP STAMPED "SAMES"
	– SET. PK-NAIL
W	– WATER METER
G	– GAS METER
M	– MAIL BOX
TSIGN	– TRAFFIC SIGN
	– FIRE HYDRANT
OHE	– OVERHEAD ELECTRIC LINE
WTR	– WATER LINE
S	– SANITARY SEWER MANHOLE
CONC.	– CONCRETE
H.C.M.R.	– HIDALGO COUNTY MAP RECORDS
H.C.D.R.	– HIDALGO COUNTY DEED RECORDS
O.R.H.C.	– OFFICIAL RECORDS OF HIDALGO COUNTY
R.O.W.	– RIGHT OF WAY
FND.	– FOUND

I, SAMUEL DAVID MALDONADO, CERTIFY THAT THE ABOVE PLAT IS AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS SURVEY CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY AND MEETS THE MINIMUM SURVEY STANDARDS.

STATE OF TEXAS
REGISTERED
SAMUEL D. MALDONADO
6027
PROFESSIONAL
LAND SURVEYOR

4.13.2026

SAMUEL D. MALDONADO — DATE
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 6027

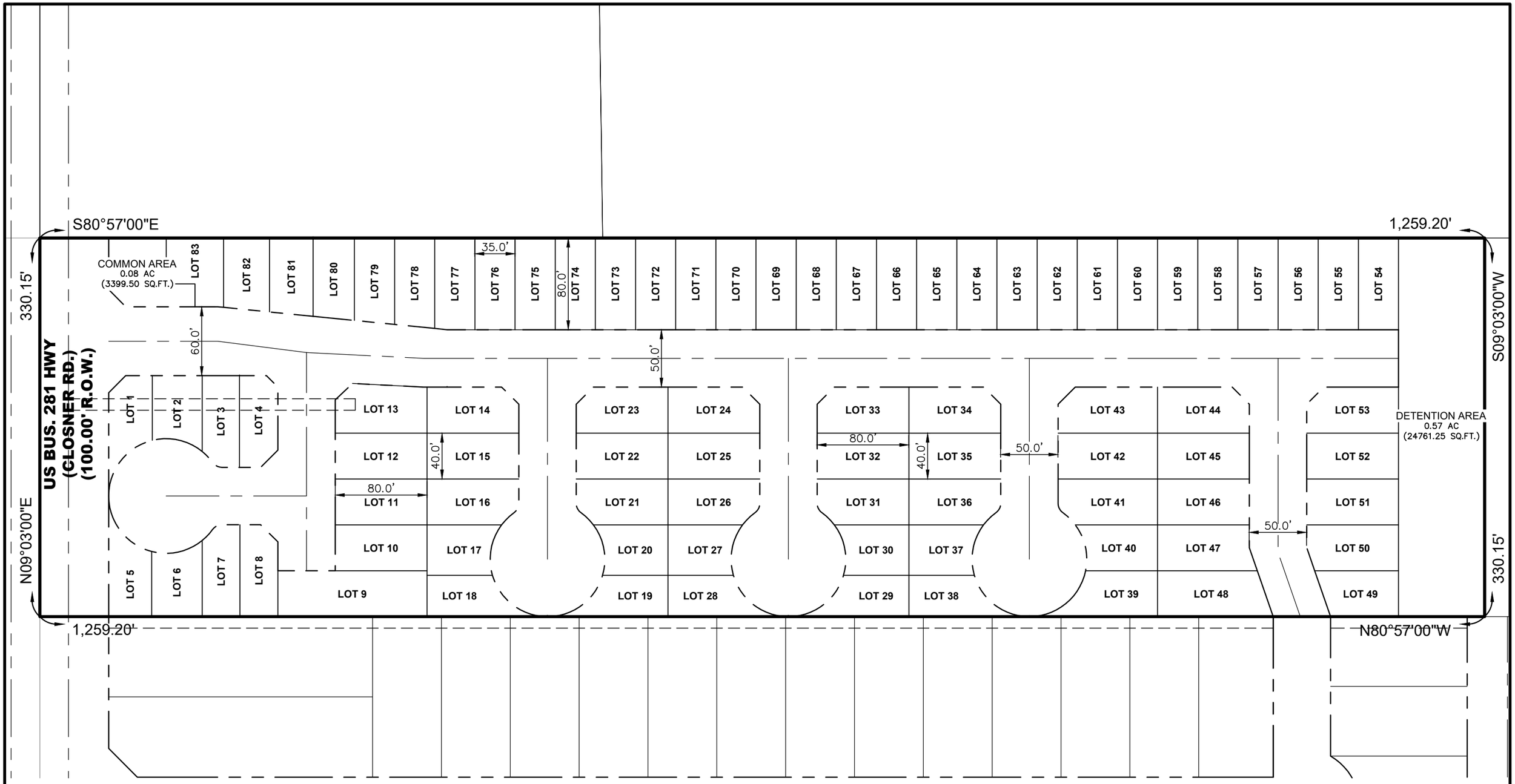
JOB NUMBER	DRAWN BY	RVWD. BY	DATE
SUB 26.004	LM.	S.D.M.	4/13/2026

SHEET 1 OF 2: SURVEY PLAT

PLAT SHOWING

A 9.54 ACRE (415,724.88 SQ.FT.) GROSS, 9.35 ACRE (407,471.1300 SQ.FT.) NET., TRACT OF LAND OUT OF LOT 7, SECTION 244, TEX MEX RAILWAY COMPANY SURVEY SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, AS PER MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS OF HIDALGO COUNTY, TEXAS.

SAMES
4943 S. JACKSON RD. SUITE 101 TEL: (956) 702-8880
EDINBURG, TEXAS 78589 FAX: (956) 702-8883
SURVEY FIRM REG. No. 101416-00
EDINBURG TX.



EXHIBIT

FOR REVIEW ONLY 4/13/2026 THIS DOCUMENT SHALL NOT BE RELIED ON FOR RECORDING OR ANY OTHER INTENDED USE

SAMES
4943 S. JACKSON RD., STE 101
EDINBURG, TEXAS 78589
TEL: (956) 702-8880
FAX: (956) 702-8883
SURVEY FIRM REG. No. 101416-00
EDINBURG TX.

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM COMMERCIAL, GENERAL (CG) DISTRICT TO RESIDENTIAL, URBAN (RU) & TOWNHOME DISTRICT, BEING A 9.54 ACRE (415,724.88 SQ. FT) GROSS, 9.35 ACRE (407,471.13 SQ. FT) NET., TRACT OF LAND OUT OF LOT 7, SECTION 244, TEX-MEX RAILWAY COMPANY SURVEY SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 3008 N. BUSINESS HIGHWAY 281, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Commercial, General (CG) District, and Residential, Urban (RU) & Townhome District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being a 9.54 Acre (415,724.88 Sq. Ft) Gross, 9.35 Acre (407,471.13 Sq. Ft) Net., Tract of Land Out of Lot 7, Section 244, Tex-Mex Railway Company Survey Subdivision, an Addition to the City of Edinburg, Hidalgo County, Texas, Located at 3008 N. Business Highway 281 from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 14, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they denied

the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 2, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Commercial, General (CG) District, and Residential, Urban (RU) & Townhome District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Commercial, General (CG) District and added to the Residential, Urban (RU) & Townhome District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING A 9.54 ACRE (415,724.88 SQ. FT) GROSS, 9.35 ACRE (407,471.13 SQ. FT) NET., TRACT OF LAND OUT OF LOT 7, SECTION 244, TEX-MEX RAILWAY COMPANY SURVEY SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, LOCATED AT 3008 N. BUSINESS HIGHWAY 281, SHOULD BE FOR AUTO-URBAN USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from General Commercial Uses to Auto-Urban Uses and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the General Commercial Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by

Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for Auto-Urban Uses. The conditions that exist are:

(1) Population growth requiring more Auto-Urban Uses;
(2) Expansion and development of Auto-Urban Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the city council in passing this ordinance that its parts shall be severable and all other parts of this ordinance shall be severable and all other parts of this ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____

Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PUBLIC HEARINGS
Agenda Item No: 8.C.
Rezoning Request: Mario Serna

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District, Being Lot 1, Mayrin Subdivision, Located at 1005 E. Alberta Road, as Requested by Mario Serna. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located at the north side of E. Alberta Road, approximately 1,000 feet west of S. Veterans Blvd. The property is currently zoned Residential Primary (RP) District. This property was annexed into the city limits of Edinburg on March 17, 2013. This district has a predominantly auto-urban character. It is the primary residential district, intended to permit a wide range of single-family residential uses. The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 156.43 feet along E. Alberta Road and a lot depth of 450 feet for a total area of 1.529 acres. Currently, the property is vacant. The applicant is requesting to construct a food truck/commercial plaza at said location.

Adjacent zoning is Agriculture and Open Space (AO) District in all surrounding areas. Surrounding land uses consist of single-family residential homes and commercial uses. The Future Land Use designation for this property is for General Commercial Uses.

Staff mailed a notice of the public hearing to 24 neighboring property owners on Friday, May 1, 2026, and received no comments in favor and one (1) against this request at the time this report was prepared. **Notice of this public hearing was published in the newspaper on May 13, 2026.**

On February 5, 2026, Planning staff met with the City of Edinburg development department to discuss the proposed rezoning. It was determined infrastructure in this area would support the proposed development.

On February 12, 2026, the Planning and Zoning Commission issued a 3–3 split vote, resulting in a recommendation of denial. On April 7, 2026, this item was Tabled by the City Council to provide an opportunity for the applicant and neighboring property owners to discuss the rezoning proposal. Staff mailed a notice of the June 2, 2026 Public Hearing to 24 neighboring property owners on Friday, May 1, 2026.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 02/12/2026
CITY COUNCIL – 06/02/2026
DATE PREPARED – 02/03/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District

APPLICANT: Mario Serna

AGENT: Not Applicable

LEGAL: Being Lot 1, Mayrin Subdivision

LOCATION: Located at 1005 E. Alberta Road

LOT/TRACT SIZE: 1.529 acres

CURRENT USE: Vacant Land

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential Primary (RP) District

ADJACENT ZONING:
North – Agriculture and Open Space (AO) District
South – Agriculture and Open Space (AO) District
East – Agriculture and Open Space (AO) District
West – Agriculture and Open Space (AO) District

LAND USE PLAN: General Commercial Uses

PUBLIC SERVICES: North Alamo Water Supply Coop Water and City of Edinburg Sewer CCN Service Area

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District

REZONING REQUEST
MARIO SERNA

EVALUATION

The following is the staff's evaluation of the request:

1. The property currently sits vacant.

2. Surrounding land consists of single-family residential uses and commercial uses.

3. The proposed zoning is consistent with the Future Land Use Plan.

Staff recommends approval of the Rezoning Request from Residential Primary (RP) District to Commercial, General (CG) District, based on the surrounding land uses and the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

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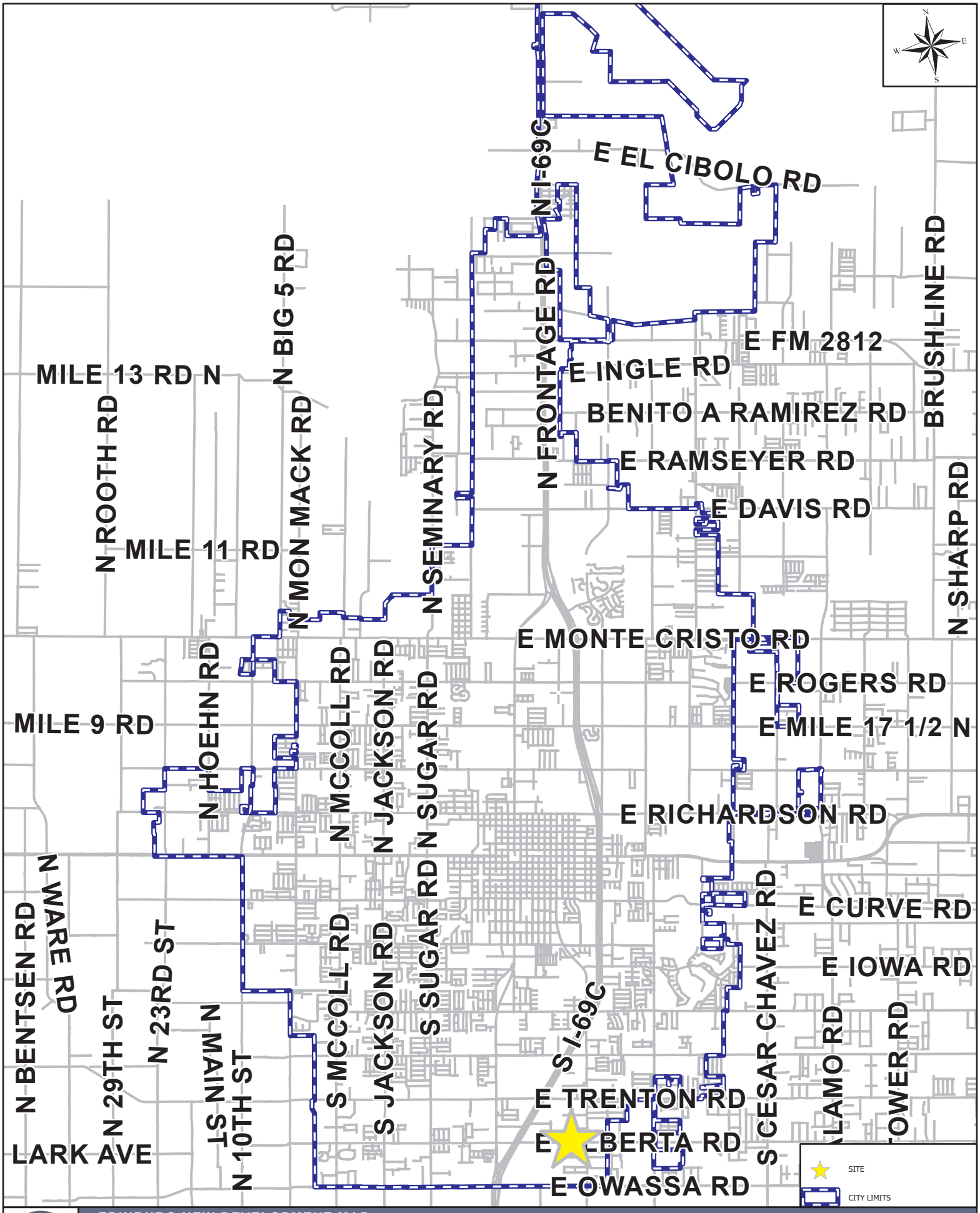
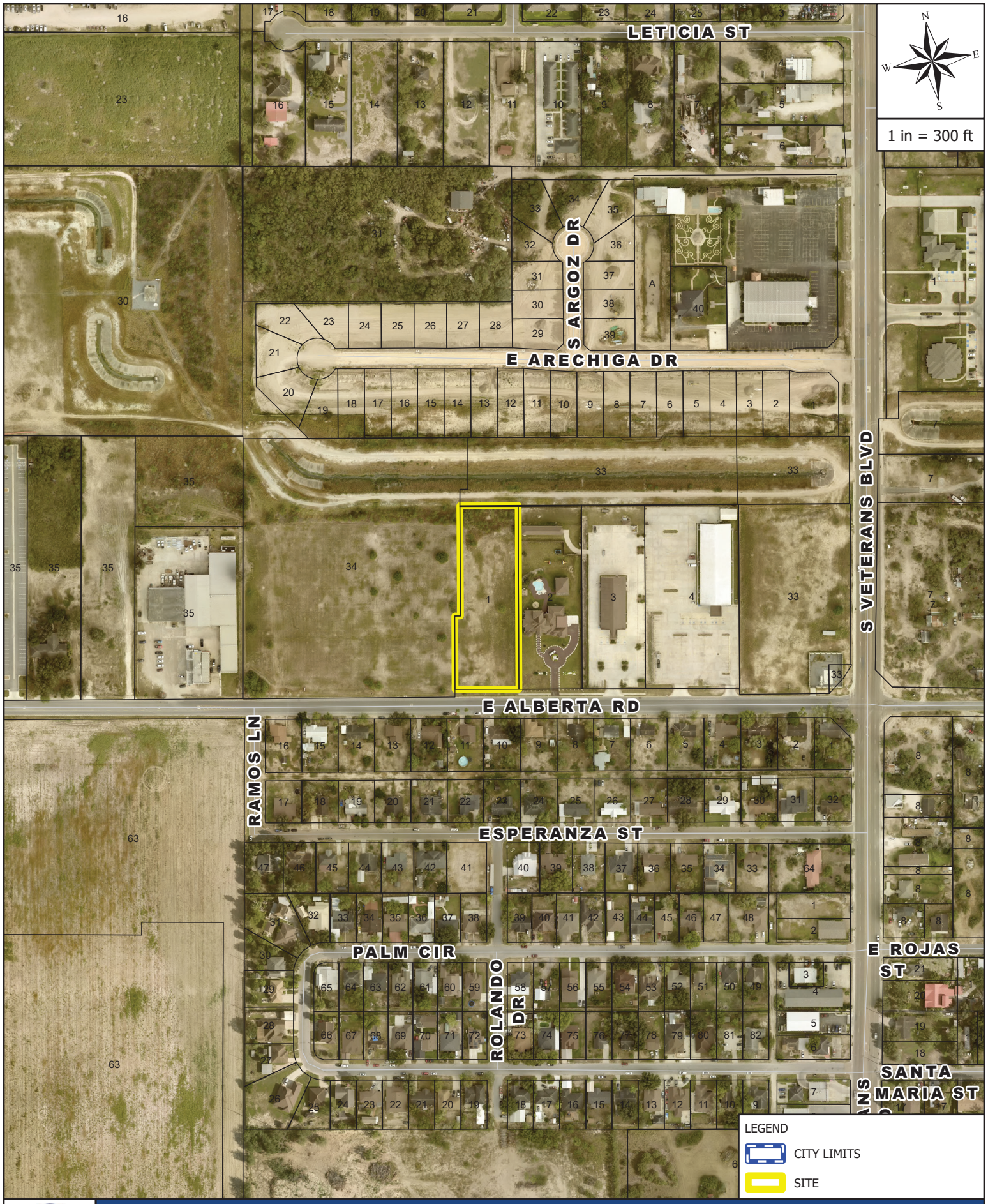


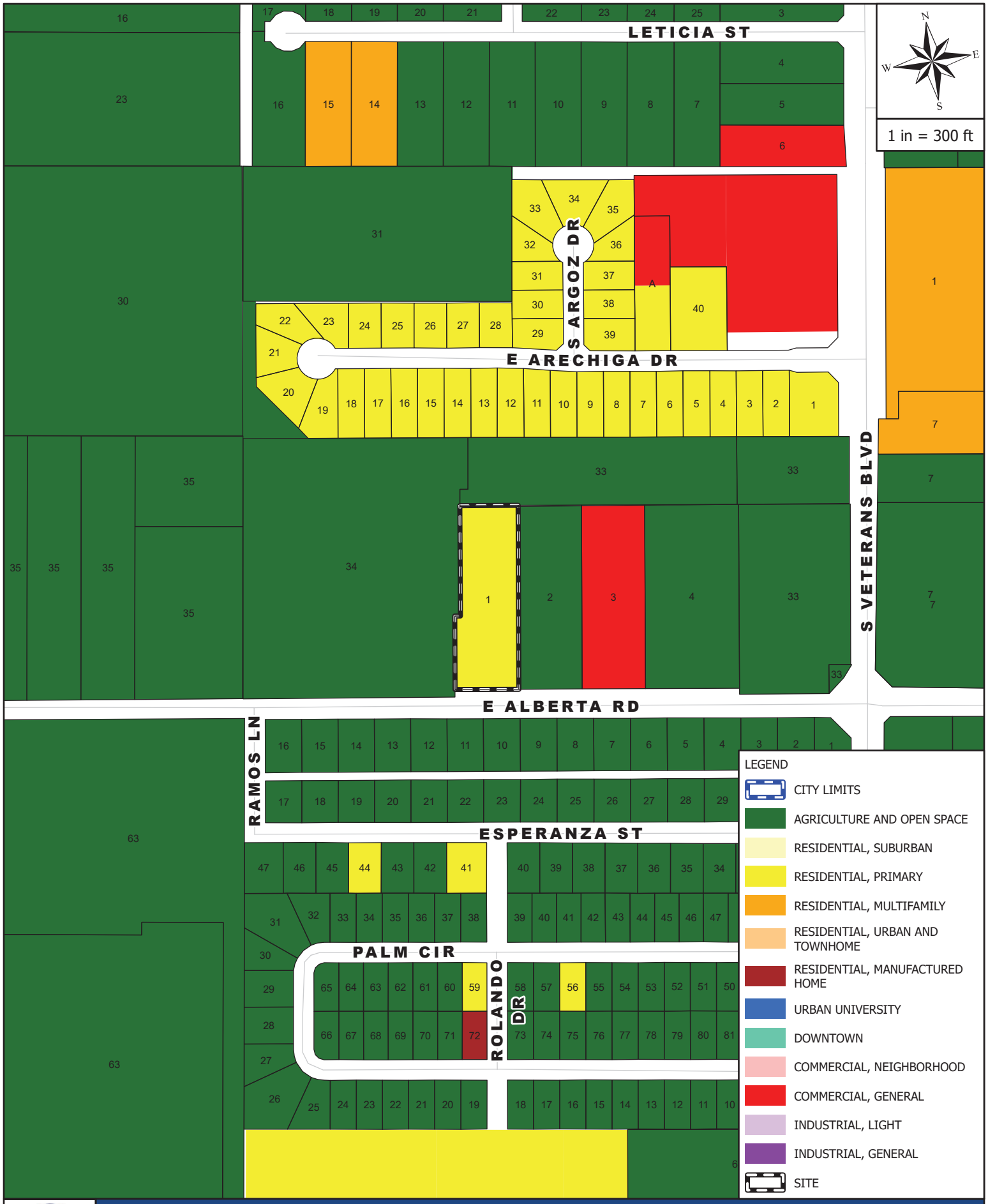
EDINBURG NEW DEVELOPMENT MAP

1005 E ALBERTA RD



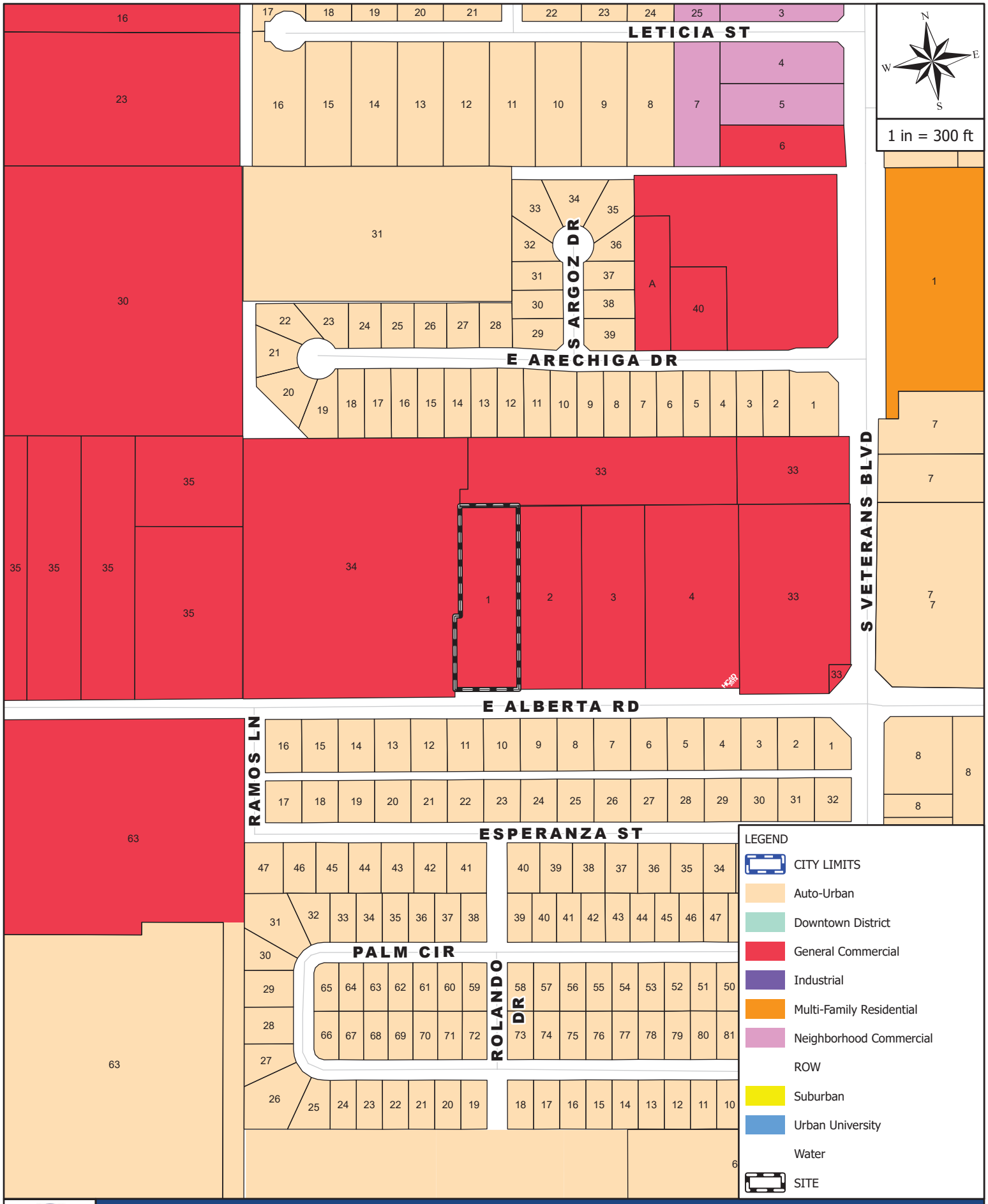
AERIAL MAP

1005 E ALBERTA RD



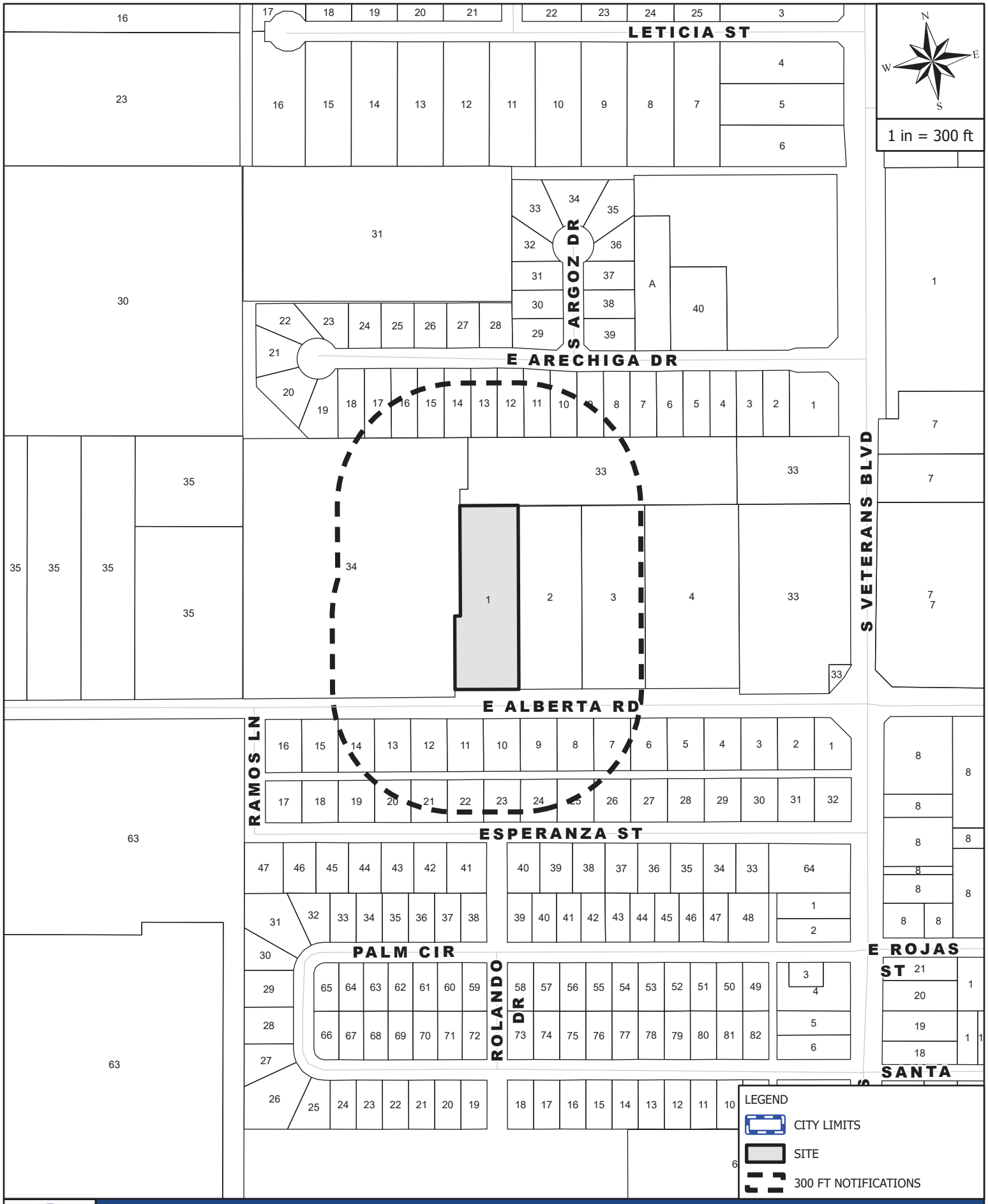
ZONING MAP

1005 E ALBERTA RD



FUTURE LANDUSE MAP

1005 E ALBERTA RD



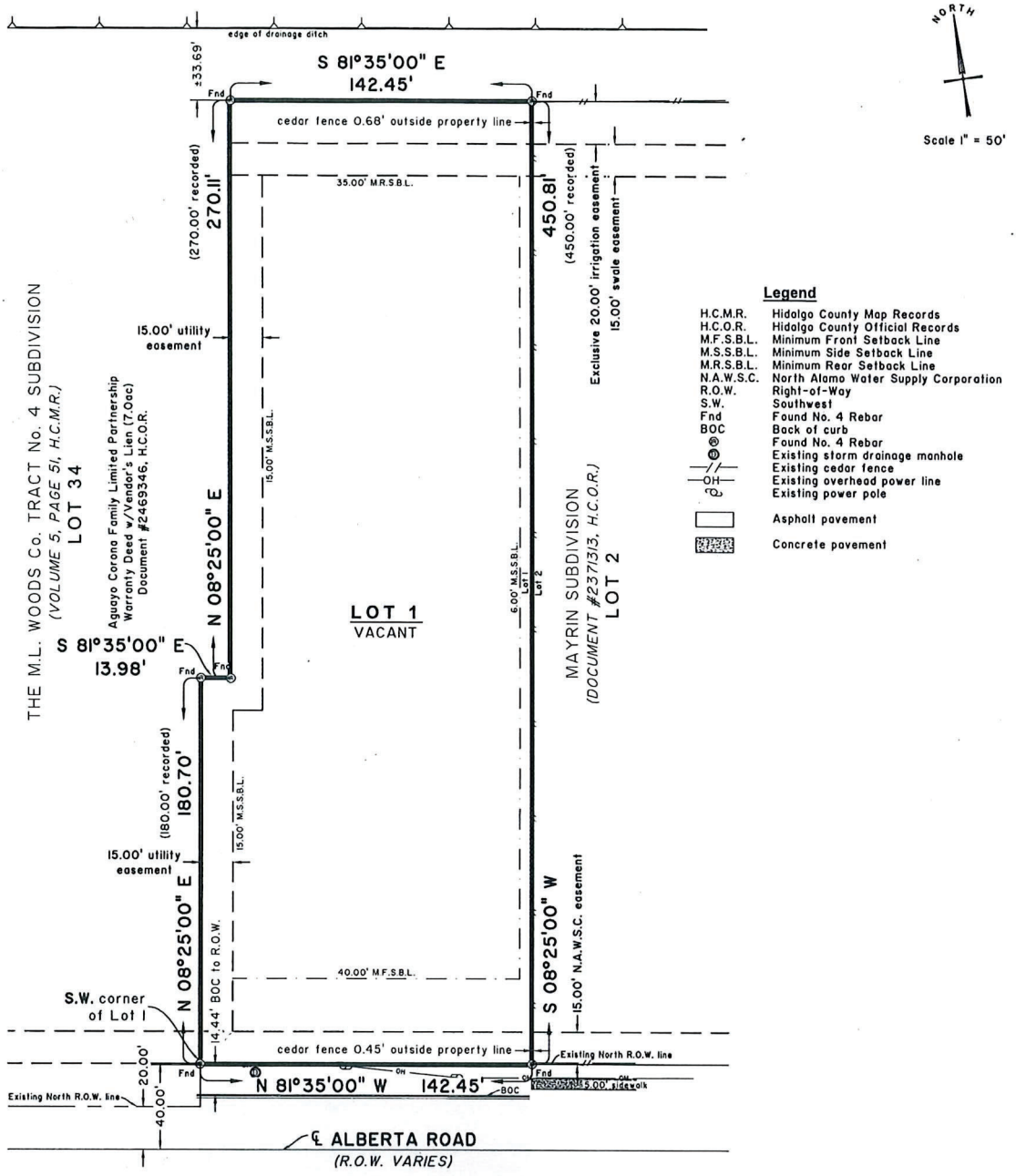
MAILOUT AND SITE MAP

1005 E ALBERTA RD

Rezoning Request Site Photo

Mario Serna
1005 E Alberta Rd.





SURVEY PLAT SHOWING
ALL OF LOT 1, MAYRIN SUBDIVISION, HIDALGO COUNTY, TEXAS, DOCUMENT #2371313, H.C.O.R.

General Notes:

1. Survey is valid only if print has original seal and signature of surveyor.
2. Bearing basis as per the West line of Lot, Mayrin Subdivision, Document #2371313, H.C.O.R.
3. Survey was prepared without the benefit of a title policy, which may show additional easements affecting this lot. Surveyor is advising the recipient of this plat that additional easements may be on this lot.
4. Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2. Existing underground irrigation pipes have easements which require Irrigation Districts direction to establish width & locations.
5. This conveyance is made further subject to all rights, easements, contracts and liens in favor of the irrigation system under which such land is located.
6. William A. Mangum did not research or prepare a title report or abstract of title on the above property.
7. Building, zoning, platting and/or regulatory laws and/or ordinances of any municipal and/or other governmental authority will apply.
8. The existence, if any underground gas lines or other underground utilities not shown on this survey should be thoroughly investigated by the owner prior to any construction on this site. The Surveyor has limited his investigation of underground utilities on this site to that which can be seen.
9. Flood Zone "B" - Areas between limits of the 100-year flood and 500-year flood; or certain areas subject to 100-year flooding with average depths less than one (1) foot or where the contributing drainage area is less than one square mile; or areas protected by levees from the base flood.
   Flood Zone "C" - Areas of minimal flooding.
   Community Panel No. 480334 0425C
   Map Revised: November 16, 1982

The undersigned hereby state that this survey as described hereon, was made on the ground on 04/10/2019 under my direction, that the only improvements on the ground are as shown, That there are no visible encroachments or visible overlapping, apparent conflicts, or visible easements, except as shown hereon.

WILLIAM A. MANGUM, RPLS No. 4353 DATE:

TEXAS REGISTERED WILLIAM A. MANGUM 4353 PROFESSIONAL LAND SURVEYOR

W & L MANGUM SURVEYING
817 N. WARE ROAD SUITE 19 McALLEN, TEXAS 78501
PHONE (956) 249-8061
FIRM NUMBER 10113300
wlmangumsurveying@gmail.com

DATE: 04/12/2019 JOB No. WLM19-020 BOOK 126 PG. 60

T.B.P.L.S. PHONE NO. 512-239-5263

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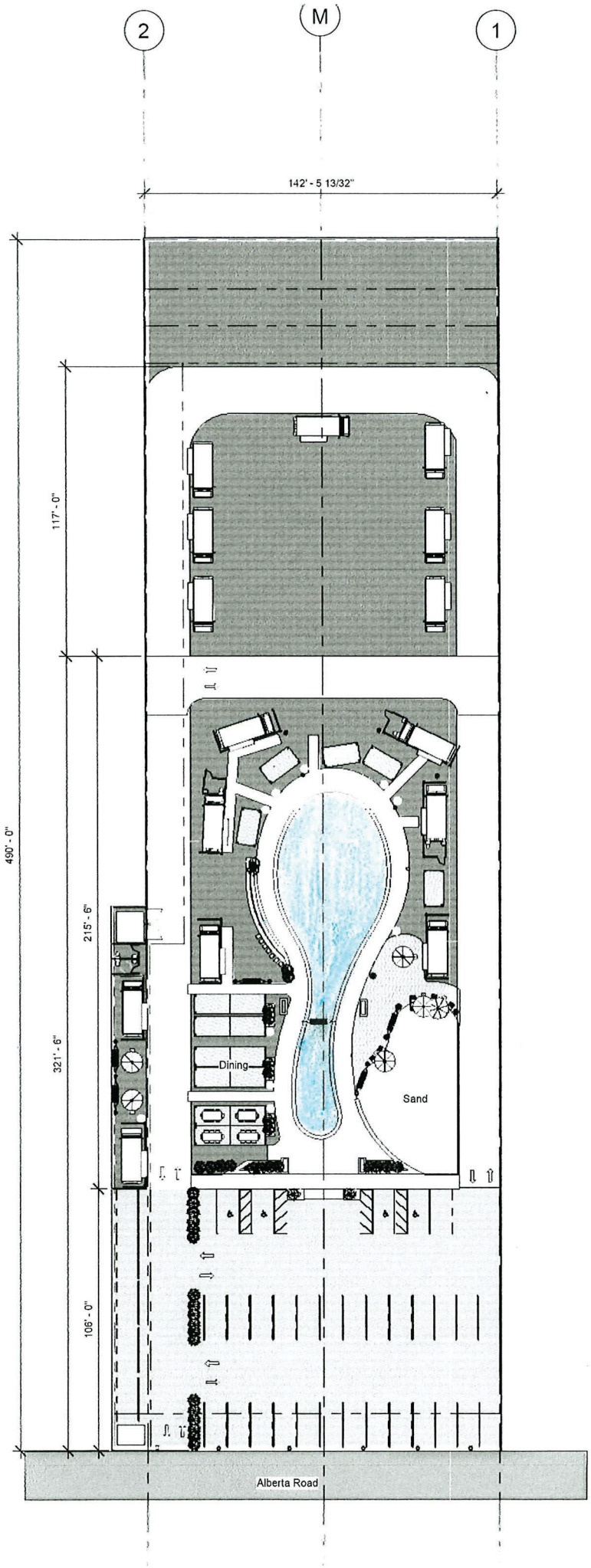
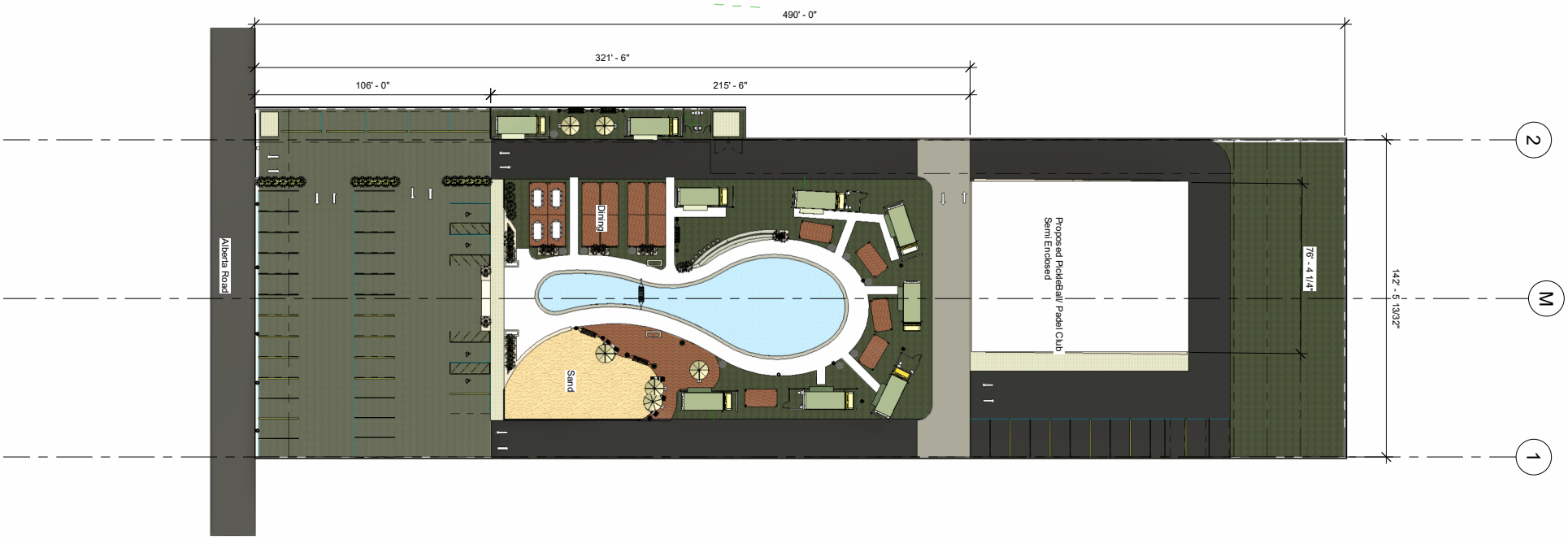

2
M
1
142' - 5 13/32"
490' - 0"
117' - 0"
215' - 6"
321' - 6"
106' - 0"
Dining
Sand
Alberta Road


490' - 0"
321' - 6"
106' - 0"
215' - 6"
Alberta Road
Dining
Sand
Proposed PickleBall/ Padel Club
Semi Enclosed
76' - 4 1/4"
142' - 5 13/32"
2
M
1


SOLARA EATERY PLAZA
TACO TRUCK
FRESH BITES


SOLARA EATERY PLAZA
SOUTHERN BBQ
FRESH TAN TACO
BURGERS


SOLARA
SPORTS & PICKLEBALL
PLAY
CONNECT
COMPETE
BELONG

[UNKNOWN SENDER] Rezoning Request

LT

Lupita Trejo [redacted]

To [redacted]

Reply | Reply All | Forward | ...

Mon 2/9/2026 1:47 AM

Some of the senior residents and I are against the rezoning request by Mario Serna located at 1005 E.Alberta Rd., Edinburg, Texas.

1. This residential location is mostly occupied by Senior residents. We get swamped by traffic due to Events at Bert Ogden Event Center. When these events take place, we can not come into our property or get out.

2. The traffic gets bad due to drivers speeding like as it was the expressway. This goes day and night. Maybe it would help if cops were around.

3. The blinking light on Alberta road and Veterans Rd. doesn't help at all. There has been several accidents at this location. There should be a green, yellow, and red light there. This could help some with all the traffic.

Because of all the above, we believe this commercial request would create more traffic than we have now. I have addressed these problems, #2 and #3, to the past Mayors, Molina and Garza. No response. We believe this commercial business would create more traffic.

I spoke to some of the neighbors. They didn't get a nofication.

Sincerely,

Lupita C Trejo

[redacted]

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING LOT 1, MAYRIN SUBDIVISION, LOCATED AT 1005 E. ALBERTA ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lot 1, Mayrin Subdivision, Located at 1005 E. Alberta Road from Residential, Primary (RP) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on February 12, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they denied the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing

to consider said proposed revision would be held on June 2, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District, and Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and added to the Commercial, General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PUBLIC HEARINGS
Agenda Item No: 8.D.
Public Hearing / Special Use Permit for On-Premise Consumption for Alcoholic Beverages- JM Mejia Properties, LLC.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Special Use Permit for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 & 8, Block 229, Located at 310 West McIntyre Street, as Requested by Jace Hughes, on Behalf of JM Mejia Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Special Use Permit for the On-Premise Consumption of Alcoholic Beverages.

The property is located on the east side of North 7th Avenue, approximately 175 feet east of North 8th Avenue and north of West University Drive. The property has 50 ft. of frontage along West McIntyre Street and 142 ft. of depth for a lot area of 0.16 acres. The site is currently used for a food truck park with mobile vendors and a concession building. Zoning at this location is Downtown (DT) District. Adjacent zoning is Downtown (DT) District in all directions.

The applicant is proposing to include alcohol sales for on-premise consumption to his existing food truck park. As part of this operation, the applicant will operate a single source for the purchase of alcoholic beverages. The proposed hours of operation are Monday through Sunday from 5:00 p.m. to 11:00 p.m. The applicant's interest in the proposed food truck park will generate over 51% of its revenue from alcoholic beverage sales, and Special Use permitting is required. Staff received a Special Use Permit Application: On-Premise Consumption of Alcohol Beverages on April 2, 2026. If approved, the applicant will proceed to obtain the necessary permits from the Texas Alcoholic Beverage Commission.

Staff mailed a notice of the public hearing to 14 neighboring property owners on Friday, May 1, 2026, and had received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 13, 2026. Police reports were made for this address, but they did not pertain to this business. The reports were primarily related to loud music associated with the food truck activity in the area.

On May 14, 2026, the Planning and Zoning Commission recommended, with a unanimous vote of 6-0, to approve the Special Use Permit for the On-Premise Consumption of Alcoholic Beverages.

3. **Staff's Recommendation:**
Staff recommends approval of the special use permit. If approved, the applicant will be required to comply with the following additional conditions:

1. The applicant complies with all requirements and hours as set forth by the Texas Alcoholic Beverage Commission.

2. Adequate security lighting must be provided for customer's safety and crime prevention purposes.

3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.

4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.

5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/14/2026
CITY COUNCIL – 06/02/2026
DATE PREPARED – 05/06/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Special Use Permit for On-Premise Consumption of Alcoholic Beverages

APPLICANT: Jace W. Hughes

AGENT: JM Mejia Properties

LEGAL: Edinburg Townsite Subdivision, Lots 7 & 8, Block 229

LOCATION: 310 West McIntyre Street

LOT/TRACT SIZE: 0.16 acres

CURRENT USE: Existing food truck park

PROPOSED USE: Food truck park with sale of alcoholic beverages

EXISTING ZONING: Downtown (DT) District

ADJACENT ZONING:
North – Downtown (DT) District
South – Downtown (DT) District
East – Downtown (DT) District
West – Downtown (DT) District

LAND USE PLAN: Downtown

PUBLIC SERVICES: City of Edinburg Water and Sewer

RECOMMENDATION: Staff recommends approval of the renewal special use permit subject to the conditions listed in the staff report. A comprehensive evaluation is on the following page.

RENEWAL SPECIAL USE PERMIT – ON-PREMISE CONSUMPTION OF ALCOHOL JACE HUGHES, ON BEHALF OF JM MEJIA PROPERTIES, LLC.

EVALUATION

The following is staff's evaluation of the request.

1. The area is characterized by high-density, mixed commercial uses, consistent with downtown area.

2. The applicant is requesting the City's approval to sell alcoholic beverages at the subject location.

3. The hours proposed by the applicant are Monday through Sunday from 5:00 p.m. to 11:00 p.m. These hours conform to TABC regulations.

4. Consumption of alcohol should be limited to the eating area designated by the applicant. Pedestrians taking open containers off of the subject property could result in violation of Edinburg Code of Ordinances, Title XI, Chapter 110, Section 110.10.

Staff recommends approval of the special use permit based on the location and intent for this activity. If approved, the applicant will be required to comply with the additional following conditions:

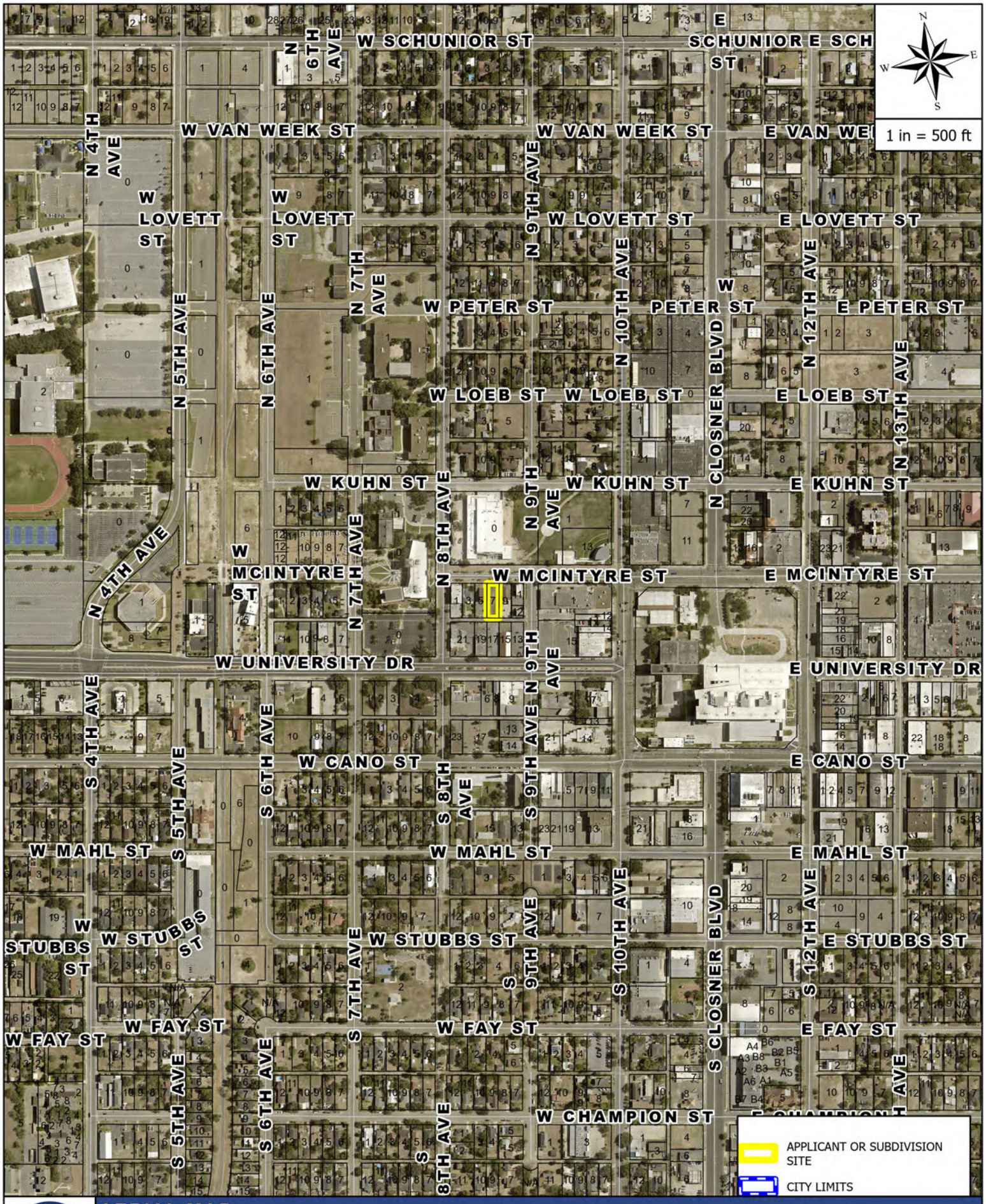
1. The applicant complies with the hours of operation for the On-Premise Consumption of alcoholic beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
2. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
3. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
4. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
5. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council.

6. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **March 31, 2027**. The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all city codes, providing neighboring property or business owner's input and police reports from the operations of the existing food truck park.

The City may impose appropriate conditions and safeguards including a specific period of time. Each permit is reviewed on a case by case basis and neighborhood input is a vital component in

the final outcome of an application for the On-Premise Consumption of alcoholic beverages at this location. Additionally, land use characteristics of an area, traffic and other factors are considered in reviewing these requests.

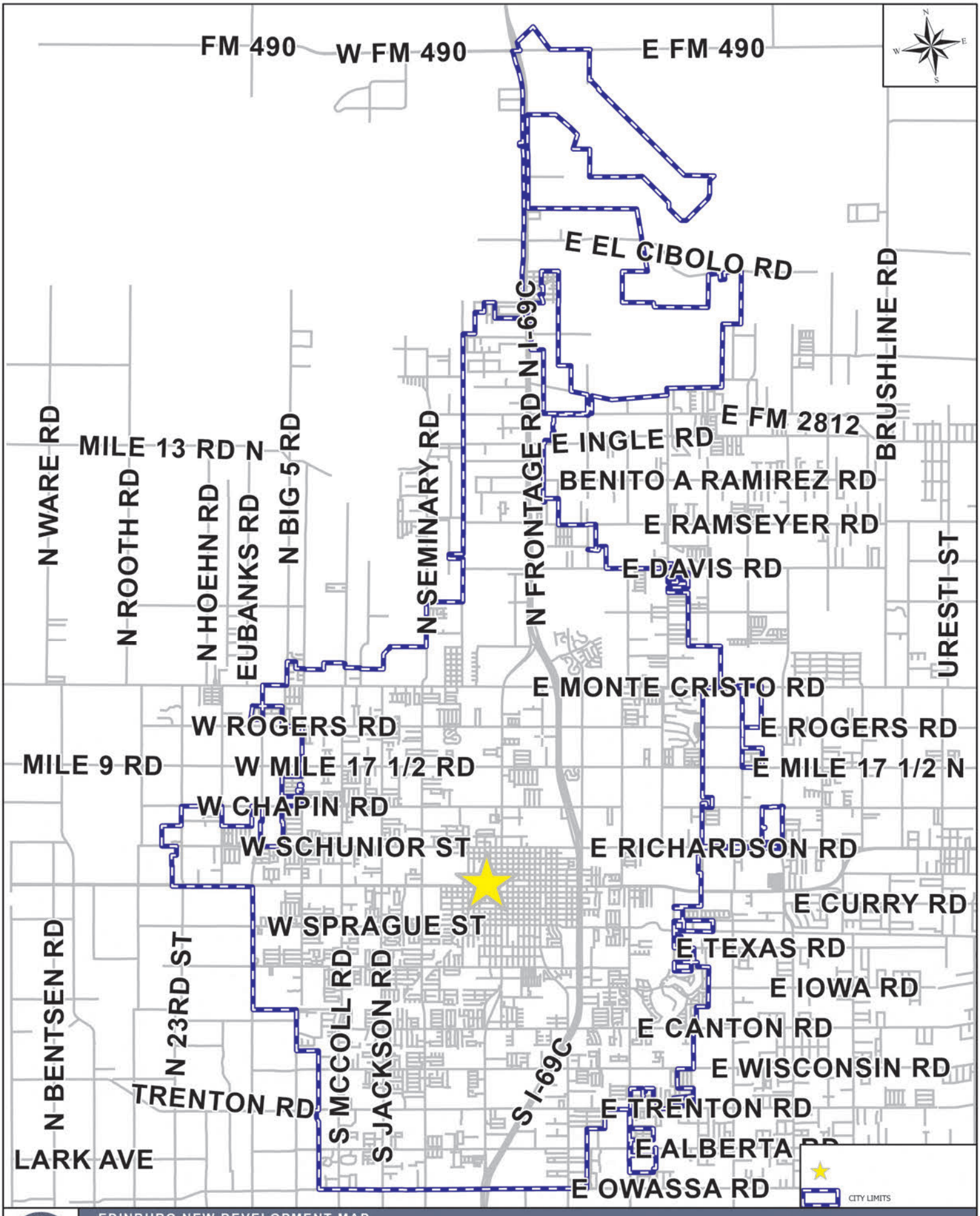
Staff mailed a notice of the public hearing to 14 neighboring property owners on Friday, May 1, 2026, and had received no comments in favor and 1 against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 13, 2026.



AERIAL MAP

APPLICANT AND/OR SUBDIVISION:

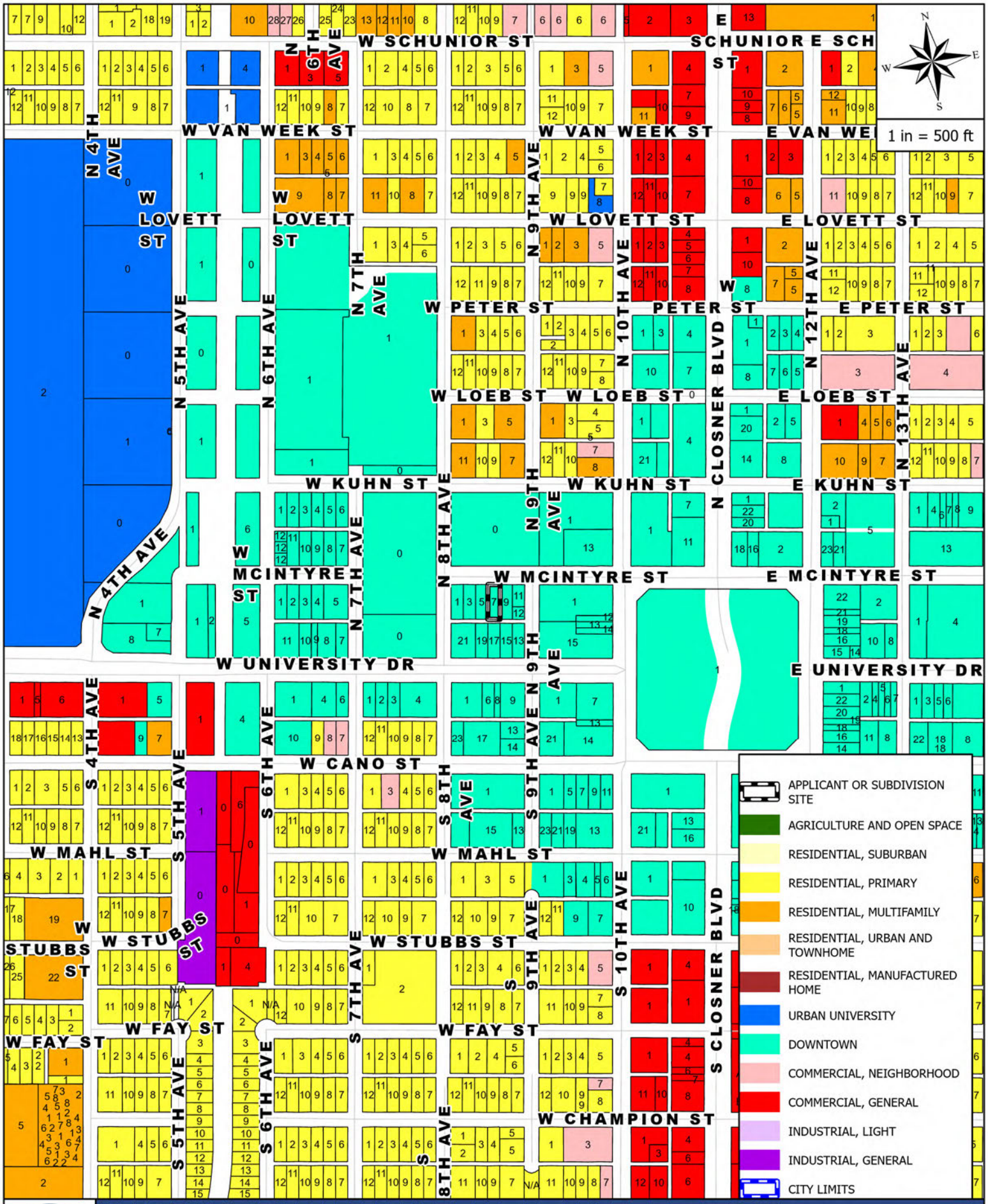
USE-2024-0005 310 W MCINTYRE ST - JACE HUGES



EDINBURG NEW DEVELOPMENT MAP

APPLICANT AND/OR SUBDIVISION:

USE-2024-0005 310 W MCINTYRE ST - JACE HUGES



ZONING MAP

APPLICANT AND/OR SUBDIVISION:

USE-2024-0005 310 W MCINTYRE ST - JACE HUGES



MAILOUT AND SITE MAP

APPLICANT AND/OR SUBDIVISION:

USE-2024-0005 310 W MCINTYRE ST - JACE HUGES

Special Use Permit Site Photo

JACE HUGES / JM MEJIA PROPERTIES, LLC

310 W MCINTYRE STREET



THE CITY OF Edinburg

NOTIFICATION

Dear Property Owner:

A public hearing will be held on **Thursday, May 14, 2026, at 5:30 P.M.** in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, at which time the Planning and Zoning Commission will consider the following:

CONSIDER THE SPECIAL USE PERMIT FOR ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, EDINBURG TOWNSITE SUBDIVISION, LOTS 7 & 8, BLOCK 229, LOCATED AT 310 W. MCINTYRE STREET, AS REQUESTED BY JACE HUGHES ON BEHALF OF JM MEJIA PROPERTIES, LLC.

This Special Use Permit would allow for on-site consumption of alcohol at this location.

This request is scheduled to be heard by the **City Council on Tuesday, June 2, 2026, at 6:00 P.M.** As a property owner within 300 ft. of the subject property, you are invited to attend. Please note that meeting time (s) and date (s) are subject to change. Therefore; please call on the date of the meeting to assure that the item is on the agenda. As part of the City effort to encourage greater participation in the rezoning process, **the City is using this notice to solicit your input, but no action or response is required**. Should you have any questions or need more information regarding this notice, you may call (956) 388-8202.

You may return your response by one of the following:
MAIL: P. O. Box 1079 Edinburg, Texas 78540
FAX: (956) 292-2080 by Wednesday, May 13, 2026
EMAIL: planning@cityofedinburg.com by Wednesday, May 13, 2026

Please place a checkmark on the appropriate box to indicate if you are in favor, against, or have no comments on this request.

☐ In Favor/A Favor ☑ Against/En Contra ☐ No Comments/No Comentario

Comments: I'm against this request due to concerns about excessive noise during the week and late-night hours. My concern is that allowing alcohol will increase disturbances.

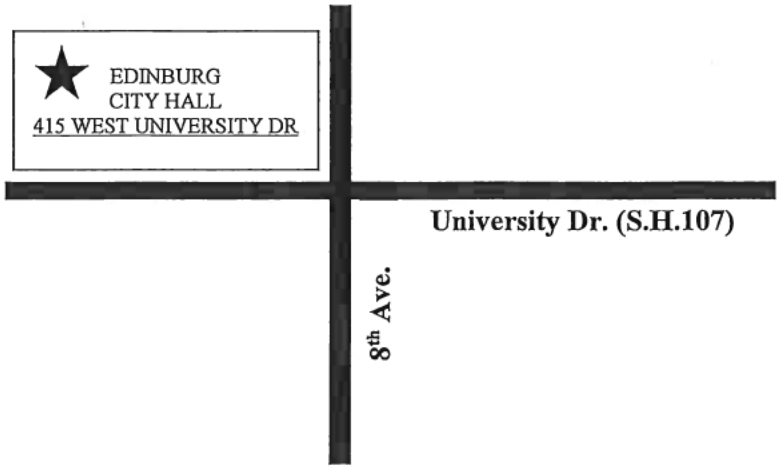
Print Name: Mayra P. Sepulveda Phone No. _____

Address: [redacted] City: [redacted] State: [redacted] Zip: [redacted]

NOTIFICACIÓN

Si tiene preguntas o necesita información sobre esta aplicación en español, por favor llame al 956-388-8202.

Planning and Zoning Department
City of Edinburg
PO BOX 1079
Edinburg, TX 78540-1079



ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR THE ON-PREMISE CONSUMPTION OF ALCOHOLIC BEVERAGES, EDINBURG TOWNSITE SUBDIVISION, LOTS 7 & 8, BLOCK 229, LOCATED AT 310 WEST MCINTYRE STREET, AS PROVIDED IN ARTICLE 2.404 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATING TO THE SUBJECT MATTER HEREOF.

WHEREAS, Jace Hughes, on behalf of JM Mejia Properties, LLC, has applied for a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 & 8, Block 229, located at 310 West McIntyre Street., and

WHEREAS, This type of activity is prohibited by said Unified Development Code unless a Special Use Permit is granted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AS FOLLOWS:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That a Special Use Permit under Article 2.404 of the Unified Development Code of the City of Edinburg, Texas, be granted to Jace Hughes, on behalf of JM Mejia Properties, LLC, for On-Premise Consumption of Alcoholic Beverages, Edinburg Townsite Subdivision, Lots 7 & 8, Block 229, located at 310 West McIntyre Street, with the following conditions:

1. The special use permit is granted for a one (1) year period. An application to renew the special use permit must be filed by **March 31, 2027.** The renewal request will be presented before the Planning and Zoning Commission for consideration. A status report will be presented to the Planning and Zoning Commission indicating compliance with all city codes, providing neighboring property or business owner's input.

2. The applicant complies with the hours of operation for the On-Premise Consumption of beer, wine and mixed beverages as allowed by the City and the Texas Alcoholic Beverage Commission.
3. Adequate security lighting must be provided for customer's safety and crime prevention purposes.
4. The applicant complies with all city requirements, including but not limited to building, building occupancy, fire codes, health permit, landscaping, parking, and all other City requirements.
5. Operations in connection with the proposed special use permit must not be more objectionable to nearby properties by reason of noise or other characteristics than would the operations of any permitted use not requiring special use approval. The use must comply with the City's Noise Standards as per the Unified Development Code.
6. The Special Use Permit may be revoked at any time by the Planning and Zoning Commission and City Council. **1 year permit renewal application will need to be turned in prior to March 31, 2027.**

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 9.A.
Public Hearing on Proposed CDBG FY 2026-2027 Annual Action Plan

1. **Agenda Item:**
Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2026-2027 Annual Action Plan as Recommended by the Community Development Council. [Claudia L. Farias, Director of Grants Administration]

2. **Description:**
The U.S. Department of Housing and Urban Development (HUD) requires local jurisdictions to prepare and submit an Annual Action Plan (AAP) in order to receive Community Development Block Grant (CDBG) funds. The AAP outlines the activities that will be undertaken with CDBG funds to meet the objectives set in the 2023-2027 Consolidated Plan. HUD released the FY 2026-2027 funding allocations on April 8, 2026.

In accordance with the Citizen Participation Plan, the Community Development Council (CDC) held a public hearing on April 22, 2026, to solicit input on the City's community development needs. Staff met with the Community Development Council on May 14, 2026, to discuss and approve the recommendations for the proposed FY 2026-2027 CDBG funding. After thorough review and discussion, the Community Development Council identified several projects for recommendation to City Council. All projects selected have been reviewed and deemed eligible by staff, in accordance with appropriate federal regulations, pending final approval from HUD. The proposed CDBG FY 2026-2027 AAP will be available for public review and comment for a 30-day period, beginning June 10, 2026 and ending July 10, 2026.

The FY 2026-2027 Annual Action Plan budget is comprised of $1,278,418 of entitlement funding, $16,000 in program income, and $81,031.92 in reprogramming of funds from FY 2024-2025 CDBG Program. The total combined budget is $1,375,449.92.

3. **Staff's Recommendation:**
Hold Public Hearing on the Proposed Community Development Block Grant Fiscal Year 2026-2027 Annual Action Plan as recommended by the Community Development Council.

Reviewed by:
Nelda Ramirez, Assistant City Manager

Prepared by:
Claudia Farias, Director of Grants Administration

Attachments:
A. FY 2026-2027 CDBG Executive Summary

FY 2026-2027 CDBG Allocation	$	1,278,418.00
Estimated Program Income	$	16,000.00
FY 2024-2025 Reprogrammed Funds	$	81,031.92
Total Anticipated Revenues	$	1,375,449.92
Program Administration	$	(260,000.00)
Funds Available for Projects	$	1,115,449.92

DEPARTMENT	PROJECT TITLE	BENEFICIARIES	FUNDING REQUEST	FUNDING ALLOCATIONS APPROVED BY CDC ON MAY 14, 2026
GRANTS ADMINISTRATION	Program Administration	-	260,000.00	260,000.00
ENGINEERING	Chapin Street & Sugar Road Intersection Traffic Signal Improvements	15,945	330,000.00	-
FIRE	Hydraulic Rescue Tools for Fire Stations No. 1, No. 3 and No. 5 Project	49,260	150,000.00	150,000.00
	*Portable Radios for Fire Stations No. 1, No. 3 and No. 5 Project (approximately 20 radios)	49,260	770,000.00	213,979.92
	Brush Truck for Fire Station No. 1 (Central Station) Project	20,235	280,000.00	-
PARD	Chapin Street Hike-&-Bike Trail Restroom Construction Project	15,945	350,000.00	350,000.00
	Edinburg Municipal Park Playground Improvements	37,010	233,500.00	233,500.00
	West Park Playground Improvements & Canopy Installation Project	10,180	322,500.00	-
PUBLIC WORKS	Accessible Pedestrian Signal Infrastructure Improvements	16,330	443,500.00	-
UTILITIES	Water Meter Modernization Project	7,255	167,970.00	167,970.00
	TOTAL DEPARTMENTAL REQUESTS		3,307,470.00	1,375,449.92

PUBLIC SERVICE AGENCY	PROJECT TITLE	BENEFICIARIES	FUNDING REQUEST	FUNDING ALLOCATIONS APPROVED BY CDC ON MAY 14, 2026
C.A.M.P. UNIVERSITY	C.A.M.P. University Salary Reimbursement	11	17,000.00	-
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AREA AGENCY ON AGING	Promoting Independence for Seniors	30	30,000.00	-
LOWER RIO GRANDE VALLEY DEVELOPMENT COUNCIL AGING AND DISABILITY RESOURCE CENTER	ADRC Healthy Living & Independence Program	30	30,000.00	-
	TOTAL PUBLIC SERVICE REQUESTS		77,000.00	-

All Funding Requests Total	1,375,449.92
Variance Pending to Fund	-

FY 2026-2027 PROPOSED SECONDARY PROJECTS				
DEPARTMENT	PROJECT TITLE	BENEFICIARIES	FUNDING REQUEST	FUNDING PLAN
FIRE	Brush Truck for Fire Station No. 1 (Central Station) Project	20,235	280,000.00	Secondary
PARD	West Park Playground Improvements & Canopy Installation Project	10,180	322,500.00	Secondary
ENGINEERING	Chapin Street & Sugar Road Intersection Traffic Signal Improvements	15,945	330,000.00	Secondary
PUBLIC WORKS	Accessible Pedestrian Signal Infrastructure Improvements	16,330	443,500.00	Secondary
	TOTAL SECONDARY FUNDING		1,376,000.00	

FY 2025-2026 CDBG PROGRAM PROPOSED SUBSTANTIAL AMENDMENT				
DEPARTMENT	PROJECT TITLE	BENEFICIARIES	PROPOSED REALLOCATION	FUNDING PLAN
FIRE	*Portable Radios for Fire Stations No. 1, No. 3 and No. 5 Project (approximately 50 Radios)	49,260	555,942.00	Substantial Amendment No. 1

* The Fire Department submitted a request to purchase approximately 70 portable radios in the amount of $770,000, aligning with the department's ongoing transition to the regional radio system, enhancing interoperability with neighboring agencies, and ensuring compliance with regional communication standards. Staff recommends reallocating funds from the FY 2025-2026 Housing Assistance Program and Emergency Rental Assistance Program through Substantial Amendment No. 1 in the amount of $556,942.00, to purchase approximately 50 radios. This will ensure timely expenditure of FY 2025-2026 funds. The remaining radios are being recommended for funding through the FY 2026-2027 Annual Action Plan.

EXECUTIVE SUMMARY

FY 2026-2027 CDBG FUNDING REQUESTS

DEPARTMENTS

PROJECT NAME	PROJECT DESCRIPTION	CDBG ELIGIBLE	BENEFICIARIES	% LOW-MOD	REQUEST AMOUNT
ENGINEERING DEPARTMENT					
Chapin Street & Sugar Road Intersection Traffic Signal Improvements	The proposed project involves the installation of a traffic signal at the intersection of Chapin Street and Sugar Road. The location meets signal warrant criteria due to significant traffic demand, with more than 12,000 vehicles traveling through the intersection on a daily basis. The high traffic volume creates operational challenges and increases the potential for vehicle conflicts, underscoring the need for improved traffic control. The proposed installation of a traffic signal will provide an effective solution to manage traffic flow, reduce delays, and improve overall intersection safety. Design plans and specifications will be completed by 09/30/2026 and are being funded by the City's General Fund. Right-of-way acquisition is underway but not fully acquired. No easements or utility relocations are required for the project. Service Area: CT 240.01 BG1; CT 240.02 BG 1,2,3; CT 240.03 BG 1,2; 240.04 BG 1,2	Yes	15,945	57.64%	$330,000.00
FIRE DEPARTMENT					
Hydraulic Rescue Tools for Fire Stations No. 1, No. 3 and No. 5 Project	The proposed project includes the purchase of up to three complete extrication tool sets to be deployed at Fire Stations No. 1, No. 3, and No. 5. There are two types of extrication tool sets: one is battery-powered and the other is hydraulic-powered. The battery-powered extrication set includes a spreader, cutter, ram, batteries and charging station. The hydraulic-powered set includes a hydraulic spreader, hydraulic cutter, hydraulic ram, hose with accessories, and carrying/storage equipment. The type of set purchased will vary upon Fire Station needs and compatibility. These tools will be strategically deployed in front-line apparatus located at Fire Stations No. 1, No. 3, and No. 5 to ensure rapid response coverage. By placing a complete extrication set on designated response units, firefighters are able to begin rescue operations immediately upon arrival, reducing the time required to free trapped victims. The purpose of this project is to protect life and property while providing the highest level of emergency response service. This project does not require the preparation of design plans and specifications, nor does it involve any additional right-of-way acquisition, easements, or utility relocations. Service Area Fire Station No 1: CT 239.03 BG 1-4; CT 240.01 BG1; CT 240.02 BG 1-3; CT 240.03 BG 1-2; CT 240.04 BG 1-2; Service Area Fire Station No 3: CT 236.01 BG 1-3; CT236.02 1-4; CT 237 BG 1-4; Service Area Fire Station No 5: CT235.16 BG 1-3; CT 235.17 BG 2-3; CT 235.24 CT 1,2,4; CT 235.30 BG 1,3,4.	Yes	49,260	56.19%	$150,000.00
Portable Radios for Fire Stations No. 1, No. 3 and No. 5 Project	The proposed project consists of the purchase of 70 portable radios equipped with encryption capabilities to ensure secure and reliable communication across all operations. The radios will be placed at Fire Stations No. 1, No. 3, and No. 5.This project aligns with the department's ongoing transition to the regional radio system, enhancing interoperability with neighboring agencies and ensuring compliance with regional communication standards. Reliable and secure communication is a critical component of emergency response operations, ensuring that personnel can coordinate effectively during incidents and disasters. This project does not require the preparation of design plans and specifications, nor does it involve any additional right-of-way acquisition, easements, or utility relocations. Service Area Fire Station No 1: CT 239.03 BG 1-4; CT 240.01 BG1; CT 240.02 BG 1-3; CT 240.03 BG 1-2; CT 240.04 BG 1-2; Service Area Fire Station No 3: CT 236.01 BG 1-3; CT236.02 1-4; CT 237 BG 1-4; Service Area Fire Station No 5: CT235.16 BG 1-3; CT 235.17 BG 2-3; CT 235.24 CT 1,2,4; CT 235.30 BG 1,3,4	Yes	49,260	56.19%	$770,000.00

Brush Truck for Fire Station No. 1 (Central Station) Project	The proposed project will include the purchase of a new brush truck for Edinburg Fire Station No. 1 (Central Station). This project will enhance response capability to wildland fires, grass fires, and emergency incidents in areas that are difficult to access with traditional fire apparatus. The proposed brush truck will be equipped with essential wildland firefighting equipment and tools, designed to support rapid response and early fire suppression. The project will improve operational readiness, increase firefighter safety, and strengthen the department's ability to protect lives and property. The purchase of a brush truck represents a critical investment in emergency response preparedness, ensuring the EFD has the necessary resources to effectively address wildland and brush fire incidents, while managing the safety of the public and firefighters. This project does not require the preparation of design plans and specifications, right-of-way or easement acquisition, or utility relocations. Service Area: CT 239.03 BG 1-4; CT 240.01 BG 1; CT 240.02 BG 1-3; CT 240.03 BG 1-2; CT 240.04 BG 1-2.	Yes	20,235	57.28%	$280,000.00
PARKS & RECREATION DEPARTMENT					
Chapin Street Hike-&-Bike Trail Restroom Construction Project	The proposed project consists of improvements to the Chapin Street Hike-&-Bike Trail. The scope of work includes the construction of a new public restroom, along with necessary site improvements to ensure accessibility and functionality. The new facility will serve trail users and nearby residents by providing a safe, sanitary, and ADA-compliant restroom. The project aims to enhance accessibility, support recreational use, and improve overall user experience along the trail. The project will enhance public health, support increased trail use, and improve access for all users, including low- to moderate-income households. There are currently no design plans or specifications for this project. The proposed scope of work includes the procurement of professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations. Service Area: CT 240.01 BG1; CT 240.02 BG 1,2,3; CT 240.03 BG 1,2; 240.04 BG 1,2	Yes	15,945	57.64%	$350,000.00
Edinburg Municipal Park Playground Improvements	The proposed project consists of improvements at Edinburg Municipal Park. The project will serve local residents, including low-to-moderate-income households, by enhancing park accessibility, safety, and recreational opportunities. The scope of work includes professional engineering services, removal of non-ADA-compliant, unsafe sidewalks and installation of new ADA-compliant walkways; removal of a15-year-old non-ADA-compliant playscape and the installation of a new all-inclusive playscape, along with necessary site improvements to ensure safety, accessibility, and functionality for park visitors. The proposed improvements will enhance qualify of life, promote outdoor recreation, and ensure equitable access to park amenities and faculties for residents. There are currently no design plans or specifications for this project. The proposed scope of work includes the procurement of professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations. Service Area: CT 237 BG 1-4; CT 238.03 BG 2; CT 238.05 BG 3; CT 238.06 BG 1-3; CT 240.01 BG 1; CT 240.03 BG 1-2	Yes	37,010	53.93%	$233,500.00
West Park Playground Improvements & Canopy Installation Project	The proposed project consists of improvements at West Park. The project will serve local residents, including low-to-moderate-income households, by enhancing park accessibility, safety, and recreational opportunities. The scope of work includes professional engineering services, removal of non-ADA-compliant, unsafe sidewalks and installation of new ADA-compliant walkways; removal of a 20-year-old non-ADA-compliant playscape and the installation of a new all-inclusive playscape, and the installation of a new canopy shade structure, covering approximately 600 square feet of picnic area, along with necessary site improvements to ensure safety, accessibility, and functionality for park visitors. The proposed improvements will enhance qualify of life, promote outdoor recreation, and ensure equitable access to park amenities and faculties for residents. There are currently no design plans or specifications for this project. The proposed scope of work includes the procurement of professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations. Service Area: CT 237 BG 2-3; CT 239.03 BG 1-4; CT 238.05 BG 1,3; CT 240.01 BG 1	Yes	10,180	57.61%	$322,500.00

PUBLIC WORKS DEPARTMENT					
Accessible Pedestrian Signal Infrastructure Improvements	The proposed project includes removal of existing deteriorated and outdated pedestrian signals that do not meet current ADA or safety standards and installation of new ADA-compliant pedestrian signal infrastructure at CDBG eligible intersections. Improvements will include various ADA-compliant pedestrian signal features to improve public safety and equitable mobility. Design plans or specifications are not applicable to this project. The proposed scope of work does not include funding for professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations. Service Area: CT 236.01 BG 2; CT 237 BG 2-3; CT 239.03 BG 1-4; CT 239.07 BG 1-2; BG 239.08 BG1; CT 240.01 BG 1; 240.02 BG 3	Yes	16,330	54.59%	$443,500.00
UTILITIES DEPARTMENT					
Water Meter Modernization Project	The proposed project will replace existing residential water meters with smart water meters throughout eligible low-to-moderate income locations within the City's authorized water service area. These upgraded meters will provide more accurate readings, identify potential leaks, and support overall water conservation efforts. The smart meters will also improve the reliability and efficiency of water service. All work will take place within existing meter boxes, with no ground disturbance required. Design plans or specifications are not applicable to this project. The proposed scope of work does not include funding for professional engineering services. This project does not involve any right-of-way or easement acquisition, nor does it require utility relocations. Service Area: CT 236 BG 1-3; CT 240.01 BG 1; CT 240.02 BG 2	Yes	7,255	61.54%	$167,970.00
		TOTAL DEPARTMENTAL REQUESTS			**$3,047,470.00**

EXECUTIVE SUMMARY
FY 2026-2027 CDBG FUNDING REQUESTS
PUBLIC SERVICE AGENCIES

ENTITY	PROJECT DESCRIPTION	CDBG ELIGIBLE	BENEFICIARIES	REQUEST AMOUNT
C.A.M.P. University	The proposed project provides an opportunity for special needs adults who have graduated high school to continue developing life and social skills. The purpose of this program is to promote independence through social situations, self-care, continued academic study and practical life skills training. Funding request will pay for salary of Education Specialists, Lead Teachers, and Teachers.	Yes	11	$17,000.00
Lower Rio Grande Valley Development Council (LRGVDC) - Area Agency on Aging (AAA)	The proposed project will provide assistance for individuals 62+ who lack financial services, with assistance in obtaining necessary health-related items such as medications, nutritional supplements, diabetic supplies, safety equipment, and other minor health support items that are not fully covered by insurance or other programs. Additionally, the program will also provide homemaker services that will include limited home assistance such as light housekeeping, and meal preparation for individuals who are unable to complete tasks on their own due to age, disability or health limitations.	Yes	30	$30,000.00
Lower Rio Grande Valley Development Council (LRGVDC) - Aging and Disability Resource Center (ADRC)	The proposed project will assist individuals with disabilities and seniors aged 62+ by facilitating access to approved health-related items or coordinating supportive services to a total of 30 eligible individuals with assistance valued up to $1,000 per program year.	Yes	30	$30,000.00
			TOTAL PUBLIC SERVICE AGENCY REQUESTS	$77,000.00

CITY OF EDINBURG
GRANTS ADMINISTRATION DEPARTMENT
CDBG REPROGRAMMED FUNDS REPORT
FISCAL YEAR ENDING SEPTEMBER 30, 2025

AVAILABLE FUNDS FOR REPROGRAMMING			
PROJECT NAME	**ORIGINAL BUDGET**	**PROJECT EXPENDITURES**	**REMAINING BALANCE**
Program Administration - FY 2024-2025 (50th)	$ 220,000.00	$ 177,195.20	$ 42,804.80
Housing Administration - FY 2024-2025 (50th)	$ 44,500.00	$ 40,311.47	$ 4,188.53
Children's Advocacy Center of Hidalgo County - FY 2024-2025 (50th)	$ 20,000.00	$ 14,806.34	$ 5,193.66
Comfort House - FY 2024-2025 (50th)	$ 3,000.00	$ 445.51	$ 2,554.49
Emergency Rental Assistance Program - FY 2024-2025 (50th)	$ 50,000.00	$ 49,995.40	$ 4.60
Housing Rehab/Recon Assistance Program - FY 2024-2025 (50th)	$ 354,959.60	$ 338,258.00	$ 16,701.60
Unappropriated Entitlement Funds - FY 2024-2025 (50th)			$ 10,534.24
		Total	$ 81,981.92

PROPOSED PROGRAMMING OF AVAILABLE FUNDS	
PROJECT NAME	**AMOUNT**
Reprogram with FY 2026-2027 Annual Action Plan	$ 81,981.92
Total	$ 81,981.92

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 9.B.
Comprehensive Plan Amendment and Rezoning Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinances Providing for the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District, Being 2.090 Acres Out of Lot 13, Block C, Amended Map of Edinburg, Located at 900 N. Business Highway 281, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located at the Southeast corner of the intersection of N. Business Highway 281 and E. Chavez Street. The property is currently zoned Residential, Multifamily (RM) District. This district is a high intensity residential district intended to accommodate various multifamily residential uses (2 or more dwelling units on a single lot). The requested zoning is Commercial, General (CG) District. This is the primary commercial district, meant to accommodate a wide range of commercial uses, including highway service uses and community or regional commercial, office, and service uses. This property has a total frontage of 255 feet along E. Chavez Street and a lot depth of 357 feet for a total area of 2.090 acres. Currently, the property is a vacant land. The applicant wants to utilize the property for a single commercial lot.

Adjacent zoning is Industrial, General (IG) District to the north, Commercial, General (CG) District to the south, Commercial, General (CG) District to the west and Residential, Multifamily (RM) District to the east. Surrounding land uses consist of general commercial uses and vacant land. The Future Land Use designation for this property is for Auto-Urban Uses.

Staff mailed a notice of the public hearing to 10 neighboring property owners on Friday, May 1, 2026. No comments in favor or against had been received at the time this report was prepared. **Notice of this public hearing was published in the newspaper on May 13, 2026.**

On May 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area will support the proposed development.

On May 14, 2026, the Planning and Zoning Commission recommended, with a unanimous vote of 6-0, to approve the Comprehensive Plan Amendment and the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by:
Tomas Reyna, Assistant City Manager
Jaime Acevedo, Director of Planning and Zoning

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/14/2026
CITY COUNCIL – 06/02/2026
DATE PREPARED – 04/29/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District.

APPLICANT: Rio Properties Inc.

AGENT: Melden & Hunt, Inc.

LEGAL: Being 2.090 Acres out of Lot 13, Block C, Amended Map of Edinburg

LOCATION: Located at 900 N. Business Highway 281

LOT/TRACT SIZE: 2.090 acres

CURRENT USE: Vacant land

PROPOSED USE: Commercial, General (CG) District

EXISTING ZONING: Residential, Multifamily (RM) District

ADJACENT ZONING:
North – Industrial, General (IG) District
South – Commercial, General (CG) District
East – Residential, Multifamily (RM) District
West – Commercial, General (CG) District

LAND USE PLAN: Auto-Urban Uses

PUBLIC SERVICES: City of Edinburg Sewer and Water

RECOMMENDATION: Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District.

COMPREHENSIVE PLAN AMENDMENT
REZONING REQUEST
MELDEN & HUNT, INC.

EVALUATION

The following is the staff's evaluation of the request:

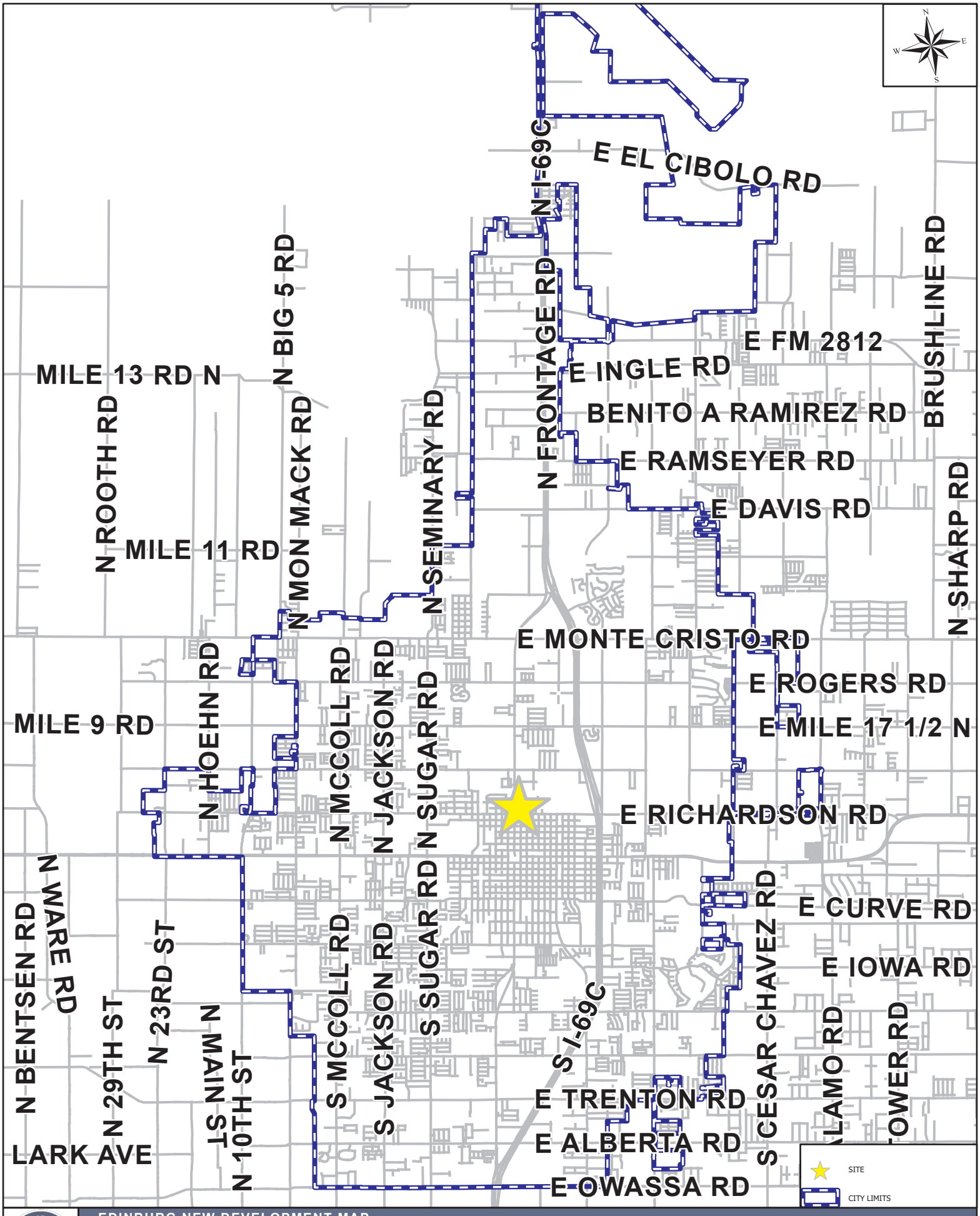
1. The property is currently a vacant land.

2. Surrounding land consists of commercial uses and vacant land.

3. The proposed zoning is not consistent with the Future Land Use Plan.

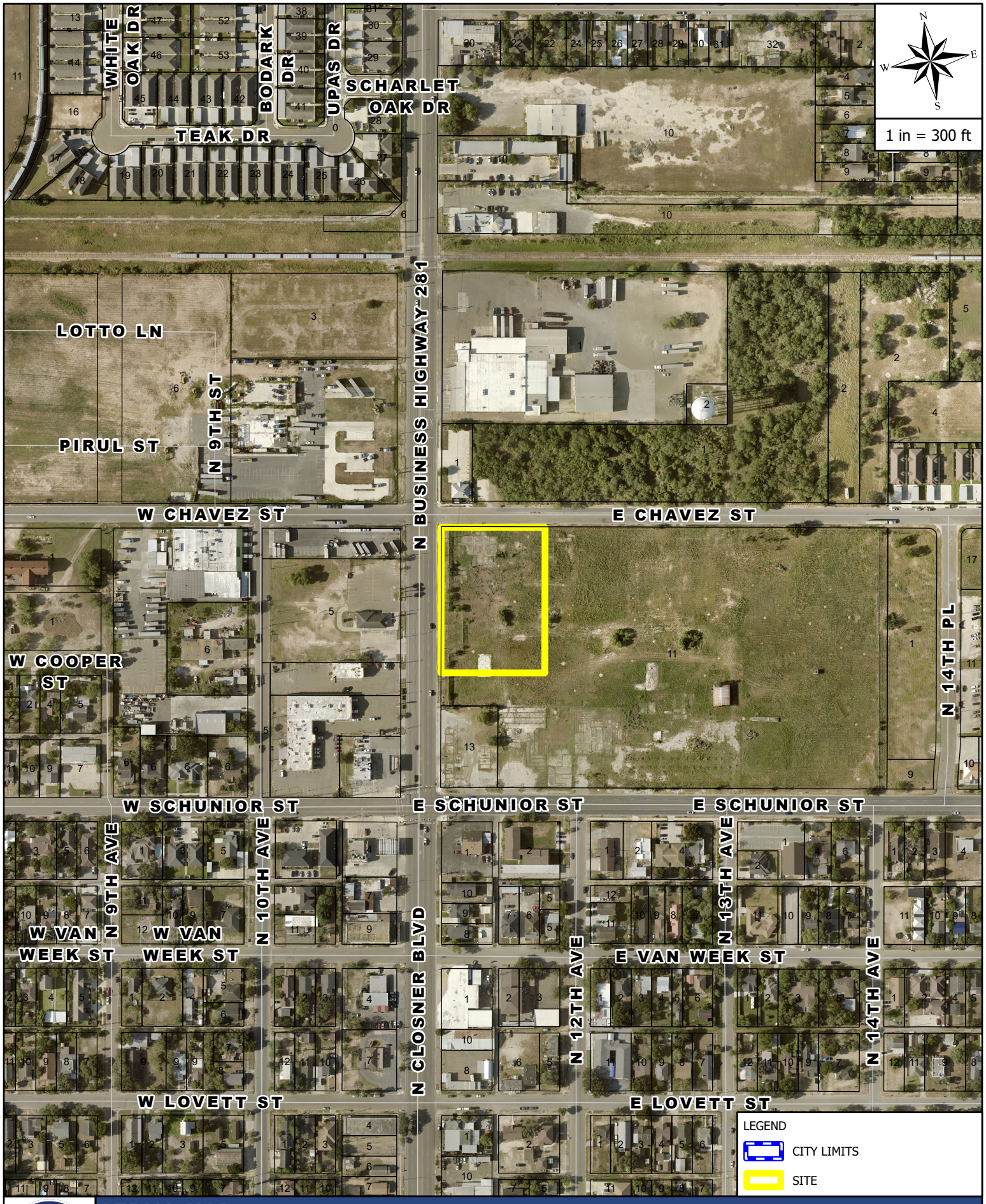
Staff recommends approval of the Comprehensive Plan Amendment from Auto-Urban Uses to General Commercial Uses and the Rezoning Request from Residential, Multifamily (RM) District to Commercial, General (CG) District, based on the surrounding land uses. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 10 neighboring property owners on Friday, May 1, 2026, and received no comments in favor or against at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 13, 2026.



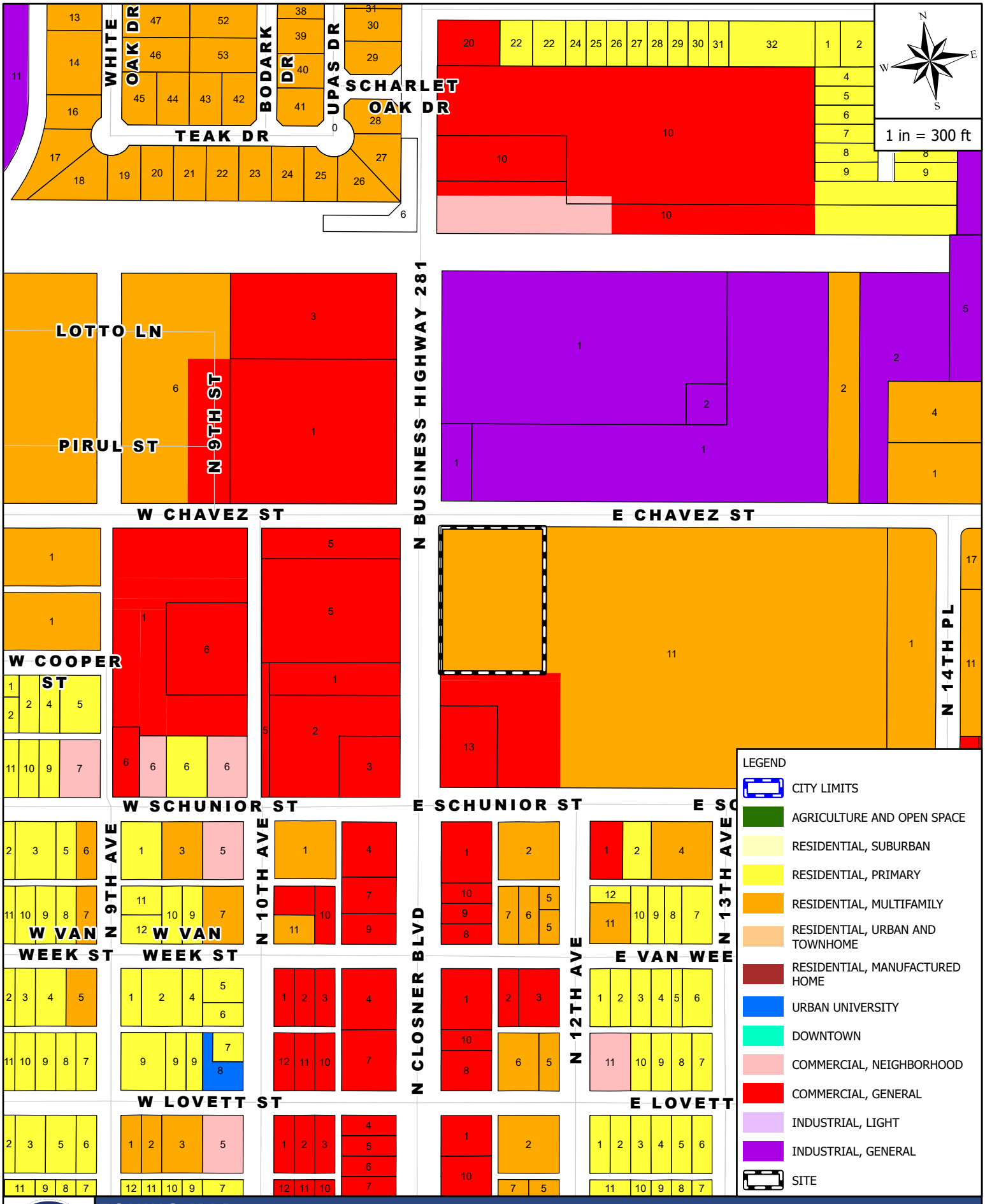
EDINBURG NEW DEVELOPMENT MAP

900 N BUSINESS HIGHWAY 281



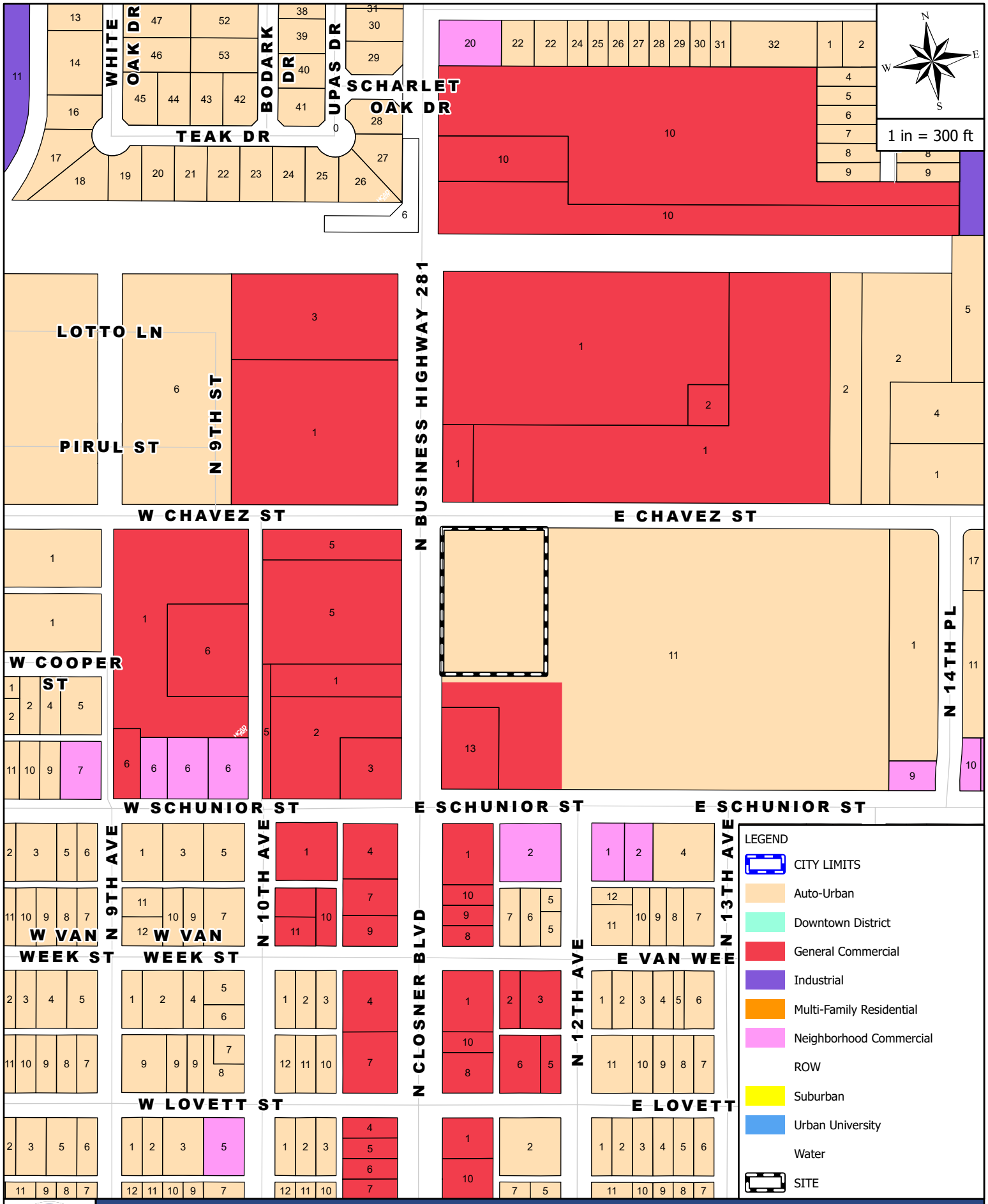
AERIAL MAP

900 N BUSINESS HIGHWAY 281



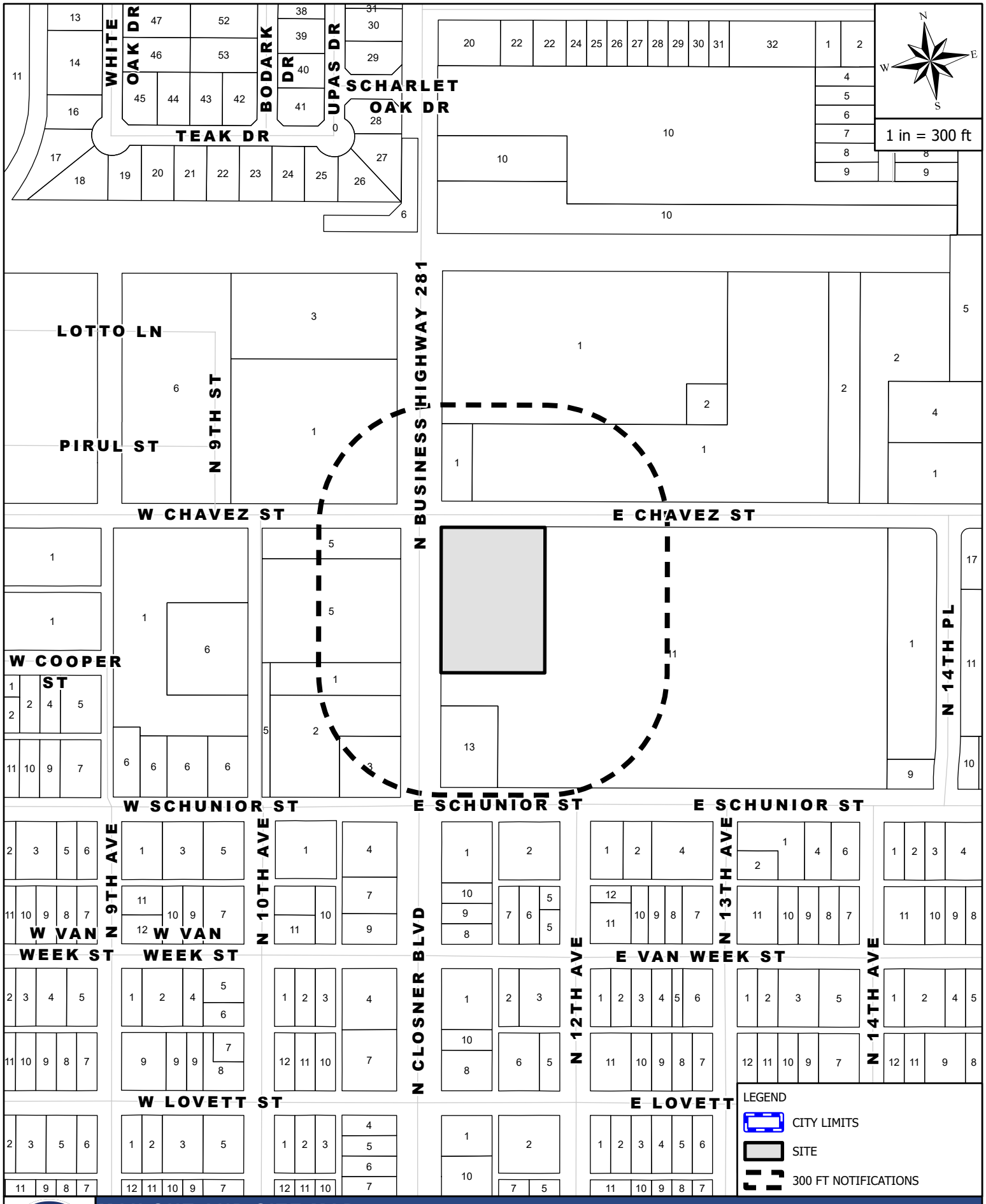
ZONING MAP

900 N BUSINESS HIGHWAY 281



FUTURE LANDUSE MAP

900 N BUSINESS HIGHWAY 281



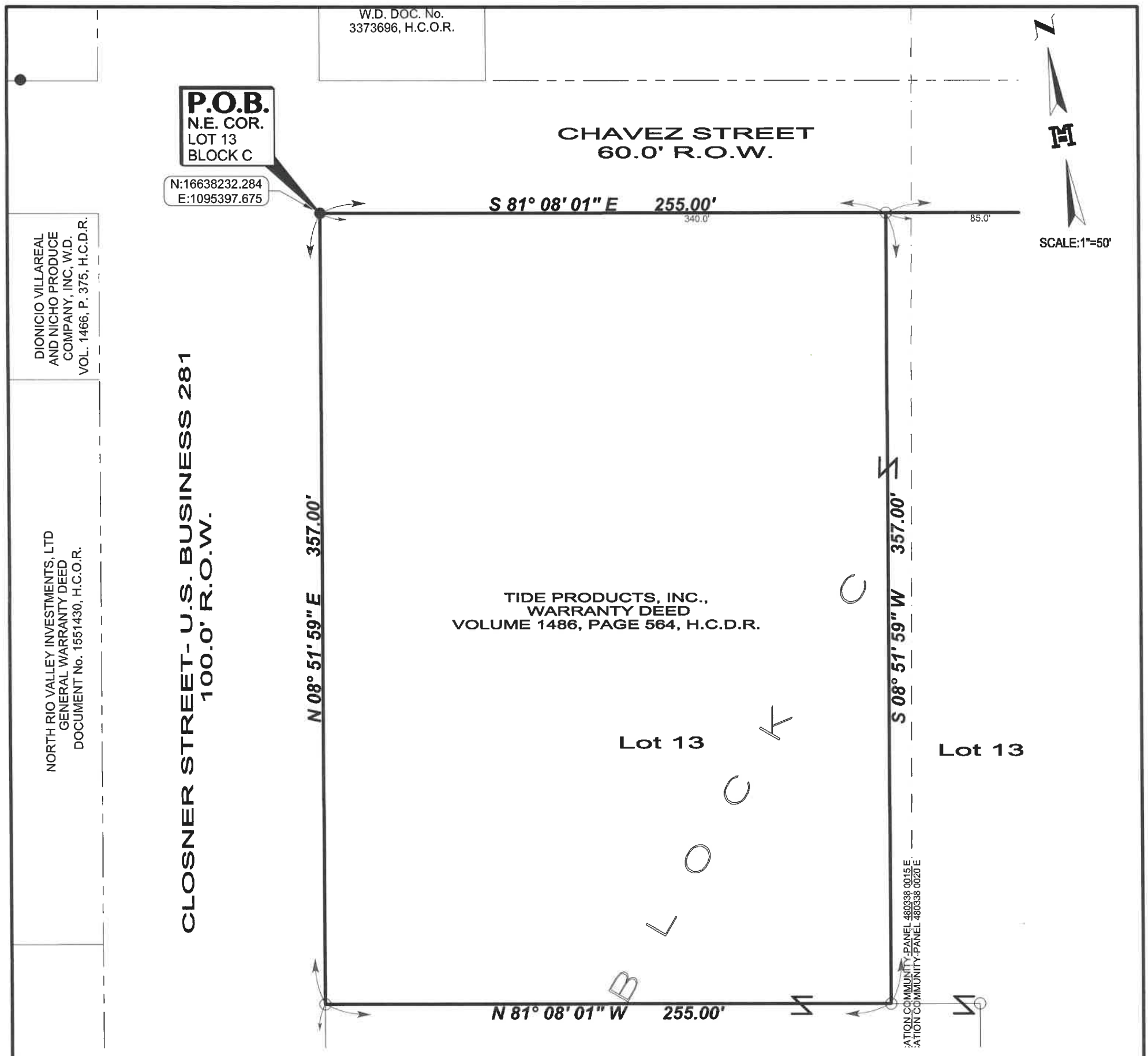
MAILOUT AND SITE MAP

900 N BUSINESS HIGHWAY 281

Rezoning Request Site Photo

Melden & Hunt, Inc.
900 N. Business Highway 281





LEGEND

- ● FOUND No.4 REBAR
- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- R.O.W. - RIGHT OF WAY
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- N.E. COR. - NORTHEAST CORNER
- P.O.B. - POINT OF BEGINNING
- S - SAME OWNER
- PL - PROPERTY LINE

PLAT SHOWING
2.090 ACRES
OUT OF LOT 13, BLOCK C, AMENDED MAP OF EDINBURG VOLUME 1, PAGE 23, H.C.M.R. CITY OF EDINBURG HIDALGO COUNTY, TEXAS

NOTES:

1. SURVEY IS VALID ONLY IF PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.
2. BEARING BASIS IS FROM THE No. 4 REBAR FOUND AT THE NORTHWEST CORNER AND NAIL SET AT THE SOUTHWEST CORNER ALL OF JUBJECT TRACT.
3. ALL BEARINGS AND DISTANCES AS PER TEXAS COORDINATE SYSTEM SOUTH ZONE 4205, GRID COORDINATES.
4. ELEVATION DATUM PER NAVD 88 (GEOID 2012B)
5. AS PER HIDALGO COUNTY'S THOROUGHFARE RIGHT-OF-WAY, MAP WEBSITE, CLOSNER BOULEVARD- U.S. BUSINESS 281 AND SCHUNIOR STREET ARE IS LABELED AS EXISTING PRINCIPAL ARTERIALS OF 120' WIDE. BUT CLOSNER STREET- U.S. BUSINESS 281, IS CURRENTLY MARKED AS AN EXISTING 100' R.O.W. AND SCHUNIOR STREET IS MARKED AS AN RIGHT-OF-WAY VARIES.
6. SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT WICH MAY SHOW ADDITIONAL EASEMENTS AFFECTING THIS TRACT, THE SURVEYOR IS ADVISING THE RECIPENT OF THIS PLAT THATADDTIONAL EASEMENTS MAY AFFECT THIS TRACT.

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND ON 01/06/2025 UNDER MY DIRECTION AND SUPERVISION.

02/19/2026

ROBERTO N. TAMEZ RPLS No. 6238 DATE:

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
TBPELS No.10096900

REF.DWG:24833.08
BOOK: T-, PG.
DATE: 2/18/2026
JOB No. 25024.00
FILE NAME: 25024.00
DRAWN BY: J.C.,J.R.C.,M.L.S.

115 W. McINTYRE
EDINBURG, TX 78541
PH: (956) 381-0981
FAX: (956) 381-1839
ESTABLISHED 1947
www.meldenandhunt.com

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ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, MULTIFAMILY (RM) DISTRICT TO COMMERCIAL, GENERAL (CG) DISTRICT, BEING 2.090 ACRES OUT OF LOT 13, BLOCK C, AMENDED MAP OF EDINBURG, LOCATED AT 900 N. BUSINESS HIGHWAY 281, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Multifamily (RM) District, and Commercial, General (CG) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being 2.090 Acres Out of Lot 13, Block C, Amended Map of Edinburg, Located at 900 N. Business Highway 281 from Residential, Multifamily (RM) District to Commercial, General (CG) District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 14, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code

to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 2, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Multifamily (RM) District, and Commercial, General (CG) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Multifamily (RM) District and added to the Commercial, General (CG) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF EDINBURG COMPREHENSIVE PLAN BY DETERMINING THAT THE DEVELOPMENT FACTORS WITHIN THE CITY HAVE ADJUSTED SUCH THAT THE PROPOSED USE, BEING 2.090 ACRES OUT OF LOT 13, BLOCK C, AMENDED MAP OF EDINBURG, LOCATED AT 900 N. BUSINESS HIGHWAY 281, SHOULD BE FOR GENERAL COMMERCIAL USES; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE, PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING A WAIVER OF THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER THEREOF.

WHEREAS, the Comprehensive Plan designation of the property herein described needs to be amended to provide a transition from Auto Urban Uses to General Commercial Uses and,

WHEREAS, it appears that the development will proceed, if allowed; and,

WHEREAS, such development is not detrimental to the Auto Urban Uses in the surrounding area; and

WHEREAS, in order to avoid exceptions to the Comprehensive Plan, it is appropriate that the Plan be changed to reflect conditions as they actually exist in Edinburg.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All Requirements To The Law Have Been Met In The Passing Of This Ordinance.

SECTION II. The Comprehensive Plan for the development of Edinburg adopted by Ordinance No. 2024-5022 on October 15, 2024 is hereby amended to provide that the property in question, would best be used and developed, because of changing conditions for General Commercial Uses. The conditions that exist are:

(1) Population growth requiring more General Commercial Uses;
(2) Expansion and development of General Commercial Uses.

This area, because of Edinburg's growth, should be included in those portions of the city providing support to and being compatible with other similar uses, all of which are in close proximity to one another.

SECTION III. REPEALER CLAUSE: This ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the city council in passing this ordinance that its parts shall be severable and all other parts of this ordinance shall be severable and all other parts of this ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
PUBLIC HEARINGS - ROUTINE ITEMS
Agenda Item No: 9.C.
Rezoning Request - Juan Fonseca

1. **Agenda Item:**
Hold Public Hearing and Consider the Ordinance Providing for the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, Being Lots 3 and 4, Merrill Subdivision, Hidalgo County, Texas, Save and Except a Tract of Land 60 Feet in Width Running East & West and 300 Feet Deep Running North & South Out of Lot 4, Located at 2825 E. Monte Cristo Road, as Requested by Juan Fonseca. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
This property is located along the north side of E. Monte Cristo Road, approximately 620 feet west of the intersection of E. Monte Cristo Road and N. Doolittle Road. The property is currently zoned Residential, Primary (RP) District. This district has a predominantly auto-urban character. The requested zoning is Commercial, Neighborhood (CN) District. This district provides small neighborhood shopping opportunities and services in areas that are largely residential in use. This property has a frontage of 140 feet along E. Monte Cristo Road, and an approximate lot depth of 394 feet. Currently, the property is vacant land. The applicant wants to utilize the property to develop business offices.

Adjacent zoning is Residential, Suburban (RS) District to the north, Residential, Primary (RP) District to the south, east and west. Surrounding land uses consist of single-family residential use and vacant land. The Future Land Use designation for this property is for Neighborhood Commercial Uses.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, May 1, 2026. No comments in favor or against had been received at the time this report was prepared. **Notice of this public hearing was published in the newspaper on May 13, 2026.**

On May 5, 2026, Planning staff met with City of Edinburg development departments to discuss the proposed rezoning. It was determined infrastructure in this area would support the proposed development.

On May 14, 2026, the Planning and Zoning Commission recommended, with a unanimous vote of 6-0, to approve the Rezoning Request.

3. **Staff's Recommendation:**
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, based on the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Reviewed by: **Prepared by:**

Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments
B. Ordinance

MEETING DATES:
PLANNING & ZONING COMMISSION – 05/14/2026
CITY COUNCIL – 06/02/2026
DATE PREPARED – 04/30/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION: Consider the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District.

APPLICANT: Juan Fonseca

AGENT: N/A

LEGAL: Being Lots 3 and 4, Merrill Subdivision, Hidalgo County, Texas, Save and Except a Tract of Land 60 feet in width running East & West and 300 feet deep running North & South out of Lot 4

LOCATION: Located at 2825 E. Monte Cristo Road

LOT/TRACT SIZE: Approximately 1.25 Acres

CURRENT USE: Vacant land

PROPOSED USE: Commercial, Neighborhood (CN) District

EXISTING ZONING: Residential, Primary (RP) District

ADJACENT ZONING:
North – Residential, Suburban (RS) District
South – Residential, Primary (RP) District
East – Residential, Primary (RP) District
West – Residential, Primary (RP) District

LAND USE PLAN: Commercial, Neighborhood Uses

PUBLIC SERVICES: City of Edinburg Sewer and North Alamo Water Supply Corporation for water

RECOMMENDATION: Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District

REZONING REQUEST
JUAN FONSECA

EVALUATION

The following is the staff's evaluation of the request:

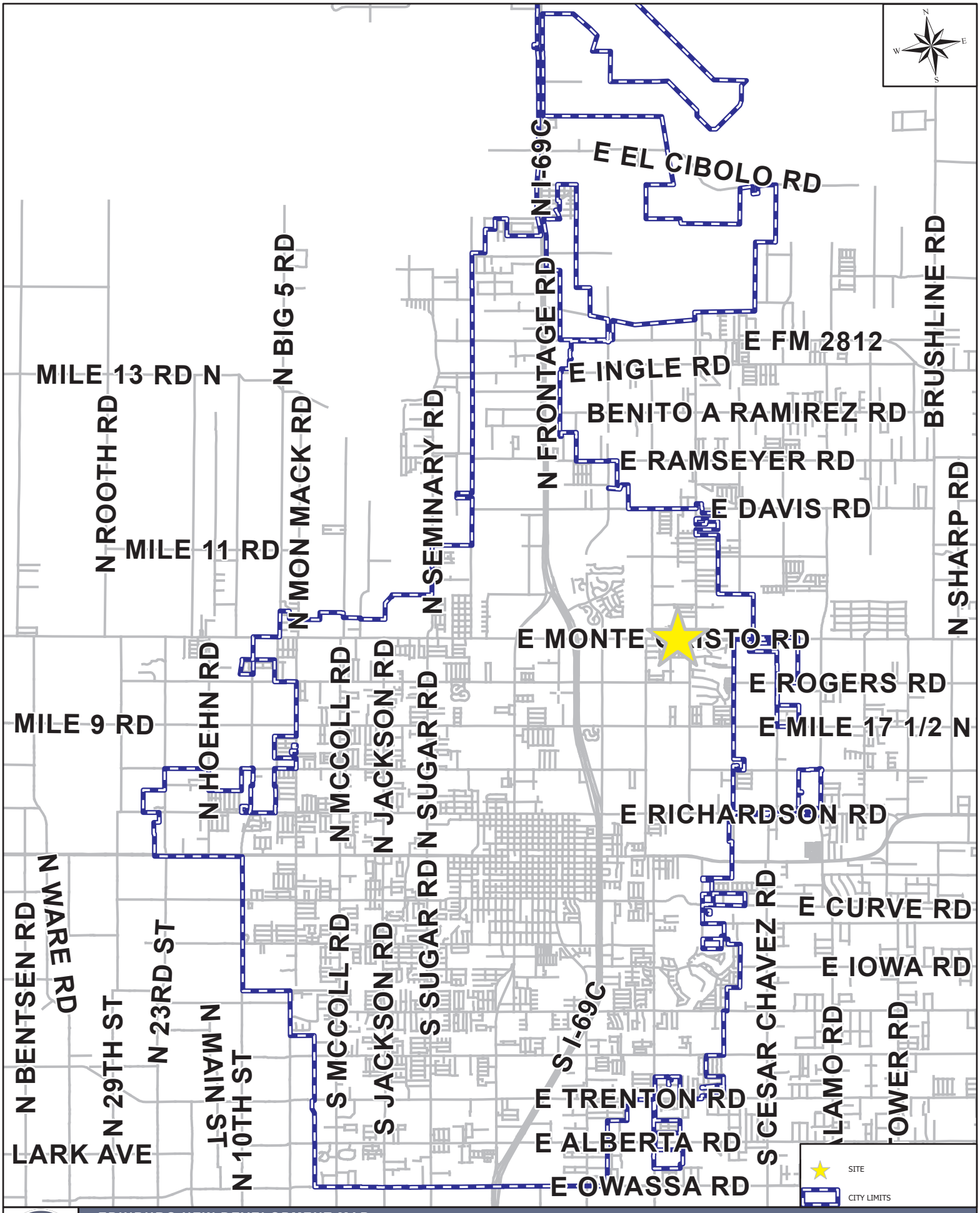
1. The property is currently a vacant land.

2. Surrounding land consists of single-family residential use and vacant land.

3. The proposed zoning is consistent with the Future Land Use Plan.

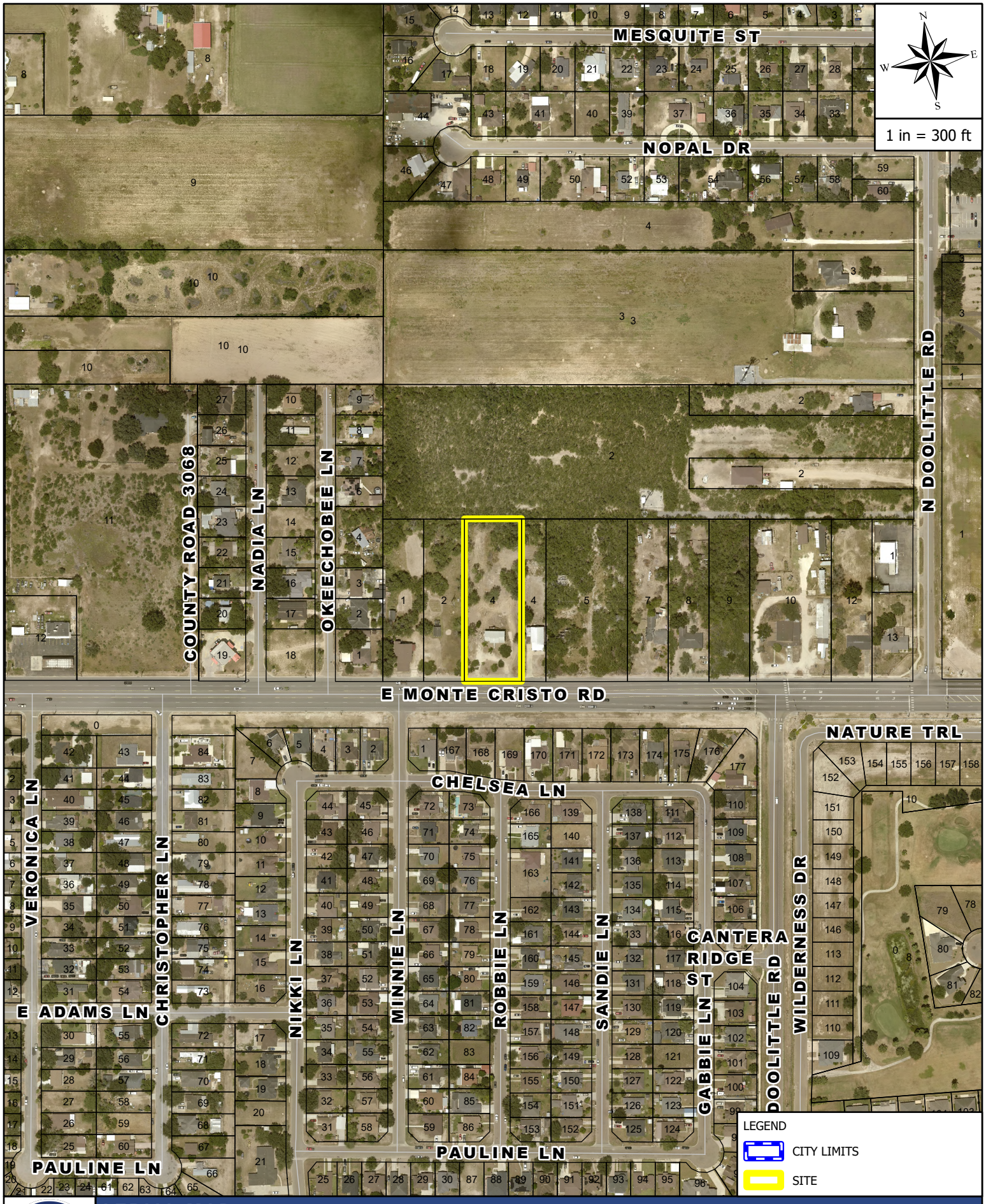
Staff recommends approval of the Rezoning Request from Residential, Primary (RP) District to Commercial, Neighborhood (CN) District, based on the future land use. If approved, the applicant will need to comply with all requirements during the permitting process including compliance with subdivision regulations, building/fire codes, fire protection, parking, landscape buffer-yards, solid waste services, utility, and other City requirements, as applicable.

Staff mailed a notice of the public hearing to 28 neighboring property owners on Friday, May 1, 2026, and received no comments in favor or against this request at the time this report was prepared. Notice of this public hearing was published in the newspaper on May 13, 2026.



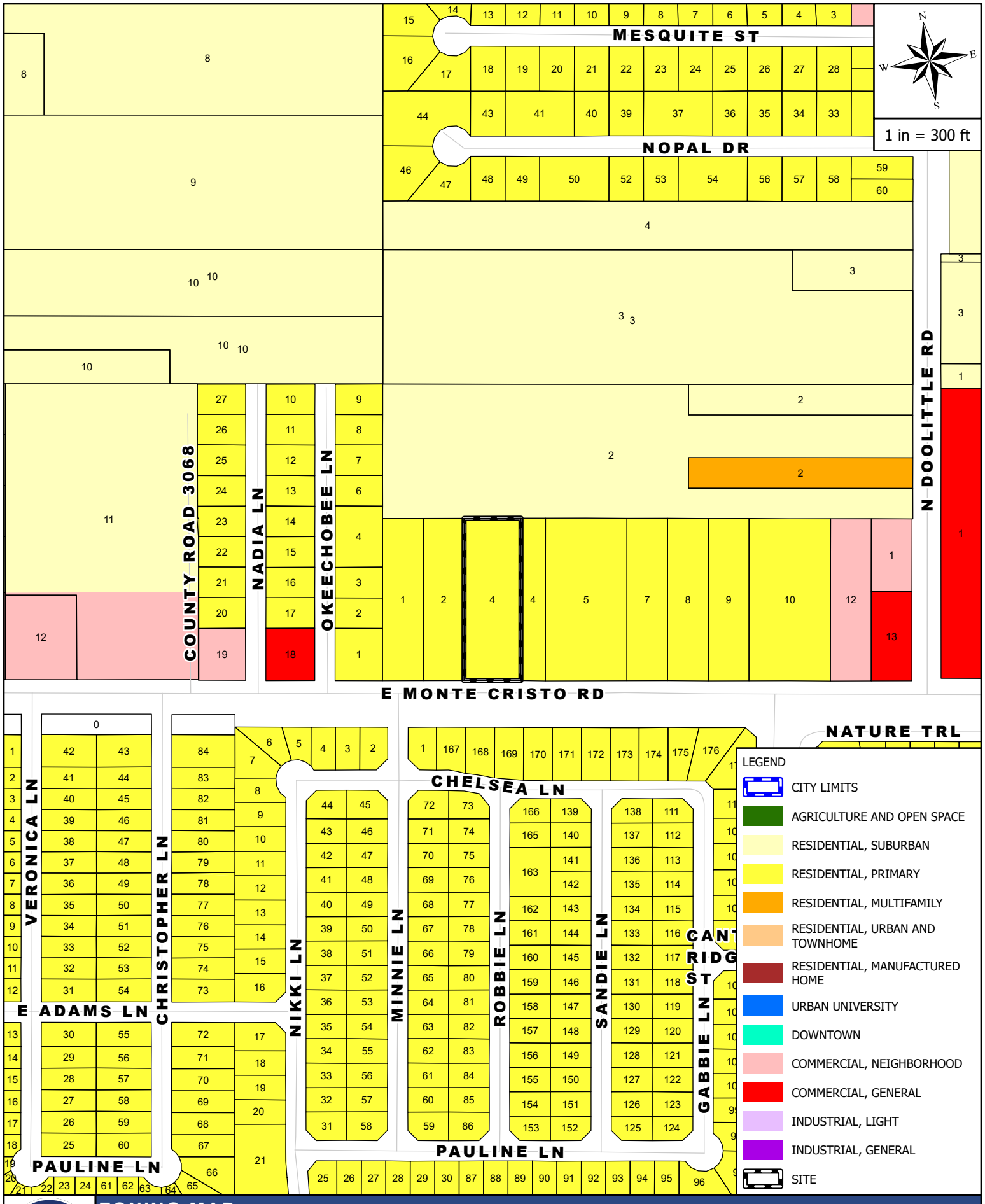
EDINBURG NEW DEVELOPMENT MAP

2825 E MONTE CRISTO RD



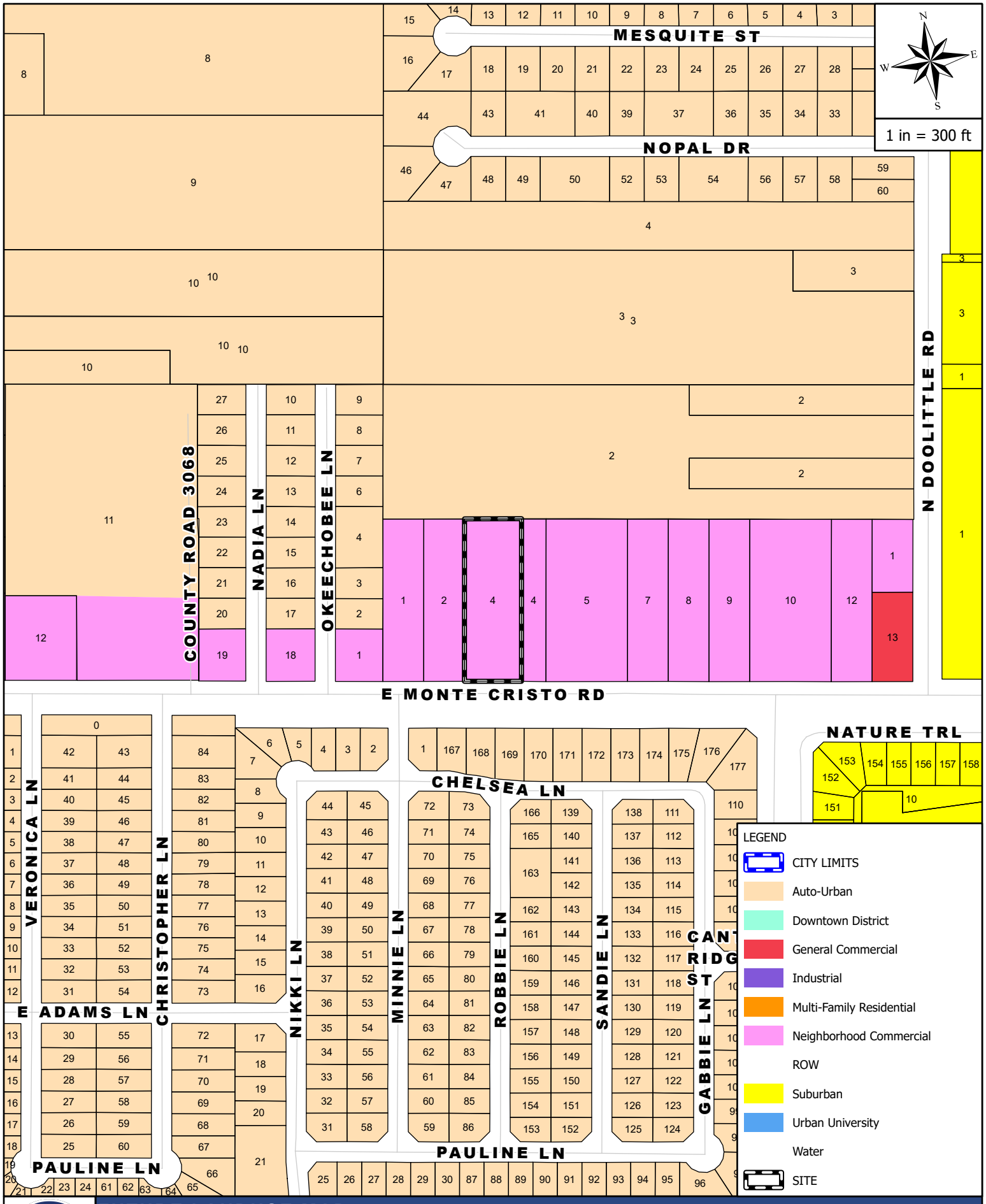
AERIAL MAP

2825 E MONTE CRISTO RD



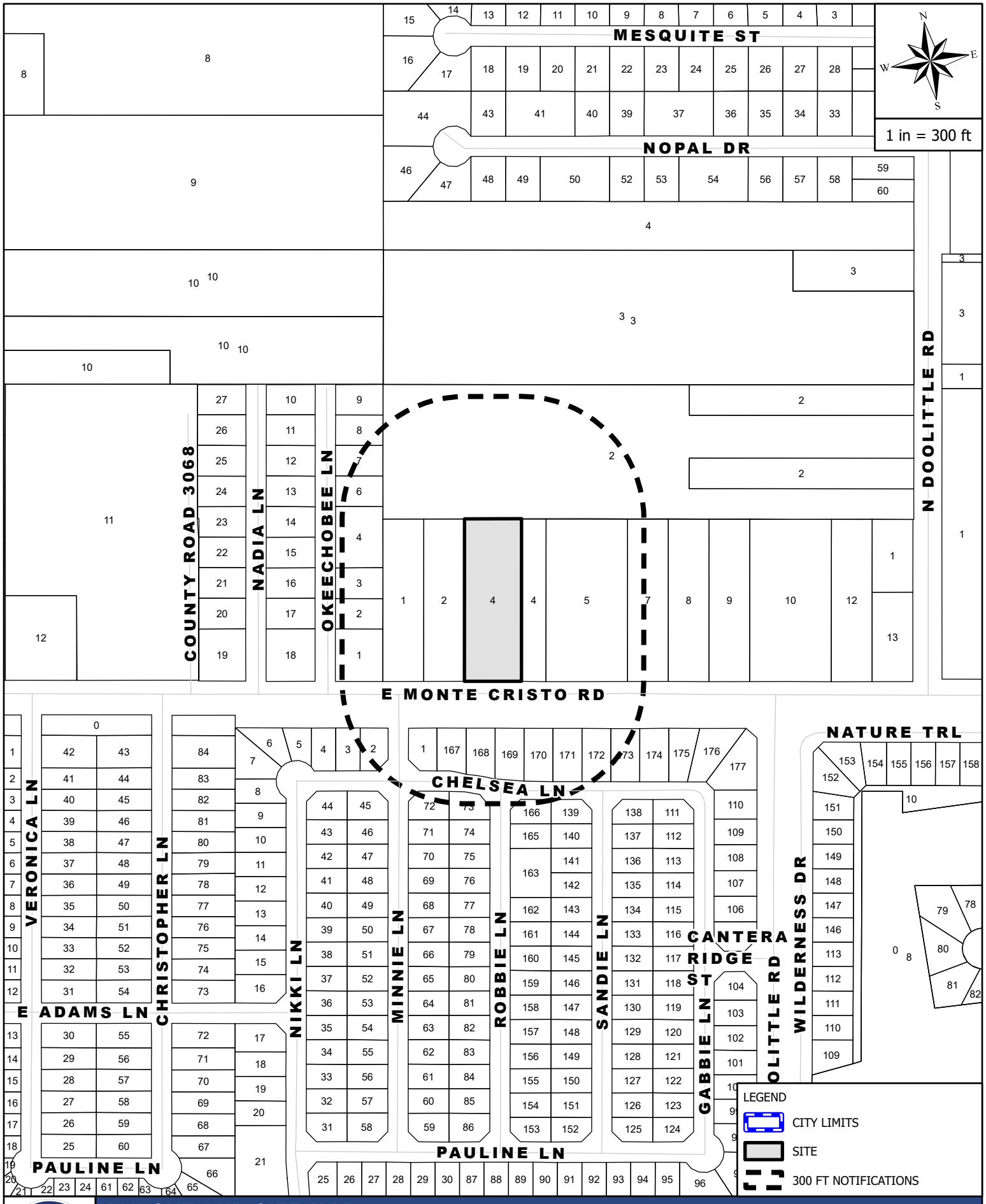
ZONING MAP

2825 E MONTE CRISTO RD



FUTURE LANDUSE MAP

2825 E MONTE CRISTO RD



MAILOUT AND SITE MAP

2825 E MONTE CRISTO RD

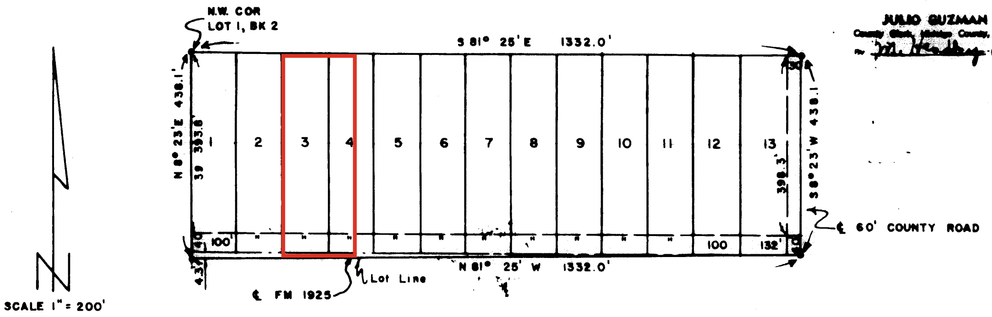
Rezoning Request Site Photo

Juan Fonseca
2825 E. Monte Cristo Road



15246

FILED FOR RECORD THIS DATE
At 9:58 o'clock a M
AUG 25 1966
JULIO GUZMAN
County Clerk, Hidalgo County, Texas
By [illegible] Deputy



APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 22nd day of August 1966
JULIO GUZMAN, County Clerk
By Louise De Burke Deputy

MERRILL SUBDIVISION

HIDALGO COUNTY, TEXAS

BEING A RESUBDIVISION OF LOT 1 BLOCK 2,
SANTA CRUZ GARDEN UNIT NO. 3

APPROVED
FOR RECORDING
Hidalgo Co. Rights of Way Dept.
By [illegible]
Date 8-23-66

I, CHARLES L. MELDEN, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED AS SURVEYED AND SUBDIVIDED UNDER MY DIRECTION.

Charles L. Melden
CHARLES L. MELDEN
REGISTERED PUBLIC SURVEYOR
EDINBURG, TEXAS
JANUARY 11, 1966

STATE OF TEXAS
CHARLES L MELDEN
183
REGISTERED
PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT I, THE UNDERSIGNED OWNER OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT, DEDICATE AND CONFIRM THE FOREGOING MAP OR PLAT AND DO DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS AND ALLEYS DESIGNATED THEREON.

J. H. Merrill
J. H. MERRILL

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DATE PERSONALLY APPEARED J. H. MERRILL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 20th DAY OF JANUARY A. D., 1966.

NOTARY PUBLIC
HIDALGO COUNTY, TEXAS

Carrie Lou Parrish
NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS
CARRIE LOU PARRISH

16-2

Vol. 16 Page 2

ORDINANCE NO. _____

AN ORDINANCE AMENDING, SUPPLEMENTING, AND CHANGING THE BOUNDARIES FROM RESIDENTIAL, PRIMARY (RP) DISTRICT TO COMMERCIAL, NEIGHBORHOOD (CN) DISTRICT, BEING LOTS 3 AND 4, MERRILL SUBDIVISION, HIDALGO COUNTY, TEXAS, SAVE AND EXCEPT A TRACT OF LAND 60 FEET IN WIDTH RUNNING EAST & WEST AND 300 FEET DEEP RUNNING NORTH & SOUTH OUT OF LOT 4, LOCATED AT 2825 E. MONTE CRISTO ROAD, FROM ONE DISTRICT TO ANOTHER; PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, the owner of the herein described real estate has submitted to the Planning and Zoning Commission of the City of Edinburg, Texas, a proposed amendment, and the proposed supplement and change to the boundaries of the Residential, Primary (RP) District, and Commercial, Neighborhood (CN) District as set out in the Unified Development Code of the City of Edinburg, Texas, heretofore finally passed, approved, and adopted by said City Council on the 9th day of August, 2022. Such proposed amendment is to change the zoning of all of Being Lots 3 and 4, Merrill Subdivision, Hidalgo County, Texas, Save and Except a Tract of Land 60 Feet in Width Running East & West and 300 Feet Deep Running North & South Out of Lot 4, Located at 2825 E. Monte Cristo Road from Commercial, General (CG) District to Residential, Urban (RU) & Townhome District, for a recommendation and report by said Planning and Zoning Commission; and

WHEREAS, the said Planning and Zoning Commission of the City of Edinburg, Texas, gave due notice as provided by said Unified Development Code of a public hearing to be held before said Planning and Zoning Commission, on May 14, 2026, at 5:30 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, and said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes, providing said notice by U. S. Mail to all property owners and persons rendering property for taxation within 300 feet of the property affected not less than ten (10) days before said public hearing; and

WHEREAS, after such public hearing, the Planning and Zoning Commission of the City of Edinburg, Texas, presented its report to the City Council of the City of Edinburg that they

approved the change in zoning of said property, from one district to the other; and

WHEREAS, after receipt of the final report from the Planning and Zoning Commission, the City Council of said City provided due notice, as provided by said Unified Development Code to be held before said City Council, and notice was published one time in a newspaper published in the City of Edinburg, Texas, and of general circulation in said City, stating that a public hearing to consider said proposed revision would be held on June 2, 2026, at 6:00 P.M., in the Edinburg City Hall, City Council Chambers, located at 415 West University Drive, Edinburg, Texas, which time was not less than 15 days nor more than 20 days from the date of publication, and that said public hearing was held at such time and place, and all of which procedure in the giving of notice and the holding of said public hearing is hereby ratified and confirmed as meeting all the requirements of said Unified Development Code of the City of Edinburg, Texas and applicable statutes; and

WHEREAS, having held said public hearing, it is the opinion of the City Council of the City of Edinburg, Texas that such change and revision should be made.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. The zoning of the first above-described property is hereby changed from Residential, Primary (RP) District, and Commercial, Neighborhood (CN) District and the boundaries of said Districts are hereby amended, supplemented and changed so as to delete the said area from the said Residential, Primary (RP) District and added to the Commercial, Neighborhood (CN) District.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
ORDINANCES
Agenda Item No: 10.A.
Special Use Permit- "Feast of Corpus Christi Procession"

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for "Feast of Corpus Christi Procession" to be Held Sunday, June 7, 2026, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, as Requested by Sacred Heart Catholic Church. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The applicant is requesting a Temporary Special Use Permit for the "Feast of Corpus Christi Procession" to be Held Sunday, June 7, 2026. The event will start at 6:30 p.m. and end at approximately 7:30 p.m. This event will be held at the Sacred Heart Catholic Church grounds, 216 N. 16th Street, and a one-hour street procession will follow at certain locations.

3. **Staff's Recommendation:**
Staff recommends approval of the Temporary Special Use Permit for "Feast of Corpus Christi Procession" for this event is subject to City Council approval.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments_Redacted
B. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 06/02/2026
DATE PREPARED – 05/08/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit and Waiver of Application Fee for the "Feast of Corpus Christi Procession"
APPLICANT:	Father Rene Gaytan
AGENT:	Not Applicable
LEGAL:	Sacred Heart Catholic Church
LOCATION:	216 N. 16th Street
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Sacred Heart Catholic Church
PROPOSED USE OF PROPERTY:	"Feast of Corpus Christi Procession"
EXISTING LAND USE/ ADJACENT ZONING:	North – Residential Primary (RP) District South – Residential Primary (RP) District East - Residential Primary (RP) District West - Residential Primary (RP) District
LAND USE PLAN DESIGNATION:	Downtown (DD) District
ACCESS AND CIRCULATION:	This property has access onto McIntyre Street
PUBLIC SERVICES:	Public utilities serve the site.
RECOMMENDATION:	Staff recommends approval of the Temporary Special Use Permit for the "Feast of Corpus Christi Procession". A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"FEAST OF CORPUS CHRISTI PROCESSION"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application. The "Feast of Corpus Christi Procession" consists of a one (1) day outdoor event see attached letter.

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Sunday, June 7, 2026, – 6:30 p.m. to 7:30 p.m. **The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.**

2. **Access Control:** The main access for this event will be from McIntyre Street

3. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

4. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.

5. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

6. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

7. **Site Restoration:** Event Volunteers will maintain and clear the property.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** With the assistance of the Police Department, the "Feast of Corpus Christi Procession" will take place on private property and will not obstruct or interfere with vehicular traffic. A Hold Harmless Agreement will be executed and submitted by the event organizers.

10. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

Certificate of Coverage

Date: 4/22/2026

Certificate Holder
Diocese of Brownsville
[redacted]

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA
[redacted]

Covered Location
SACRED HEART CHURCH
[redacted]

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability				Each Occurrence	1,000,000
					General Aggregate	
	[x] Occurrence	9007	7/1/2025	7/1/2026	Products-Comp/OP Agg	
	[ ] Claims Made				Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Aggregate	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage is verified for claims arising out of Sacred Heart's Feast of Corpus Christi Procession on June 7, 2026 from 4:00pm - 10:30pm.

Holder of Certificate

City of Edinburg
[redacted]

Cancellation

Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative Paul A. Peterson

0261003307

April 21, 2026

Ms. Rita L. Guerrero
Assistant Director of Planning & Zoning
City of Edinburg
Edinburg, Texas

Re: Letter of Intent – Special Use Permit Request for a Street Procession

Dear Ms. Guerrero,

I am writing to formally express our intent to request a Special Use Permit for a single outdoor religious event organized by Sacred Heart Catholic Church in Edinburg.

We are planning a street procession for the Feast of Corpus Christi on Sunday, June 7th, from 6:30 p.m. to 7:30 p.m. The procession will follow the route shown on the attached map.

We will have ambulance standby service available for the duration of the event to ensure the safety of all participants.

Additionally, we respectfully request support from the Edinburg Police Department, specifically the presence of police vehicles to escort parishioners along the route and assist with traffic control as needed.

Please let me know if you require any additional documentation, route details, or supporting materials so that we may proceed with the formal application.

Thank you for your time and continued support.

Yours sincerely,

Fr. Rene Gaytan

Rev. Rene Gaytan, Pastor

Sacred Heart Church, Edinburg

Procession Route



Procession Route

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 2nd day of June, 2026, by and between CITY OF EDINBURG, Hidalgo County, Texas, hereinafter called City, and Sacred Heart Catholic Church, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

To the maximum extent allowed by law, the undersigned, Sacred Heart Catholic Church, its agents, employees and/or representatives (Indemnitor), agrees to hold harmless, indemnify, and defend the CITY OF EDINBURG, TEXAS, a home-rule municipal corporation of the State of Texas, with its offices located at 415 West University Drive, Edinburg, Hidalgo County, Texas, its employees, elected and appointed officials, officers, successors and assigns (Indemnitee) from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including reasonable attorneys' fees and costs of litigation ("claims") arising out of, or in connection with, the Temporary Special Use Permit granted June 2, 2026 for the "Feast of Corpus Christi Procession" to be Held Sunday, June 7, 2026, Located at 216 N. 16th Street at Sacred Heart Catholic Church, Being Edinburg Original Townsite, Block 319, Lots 1-5 Edinburg, Hidalgo County, Texas.

This Agreement shall be governed by the laws of the State of Texas. It is further stipulated and agreed that the laws of the State of Texas shall control in the construction of this instrument. Indemnitor and Indemnitee agree that the venue for any and all disputes related to this Agreement shall be Hidalgo County, Texas. For any controversy, claim, or dispute arising out of or relating to this Agreement, Indemnitor and Indemnitee shall first attempt to informally resolve such controversy, claim, or dispute. Thereafter, Indemnitor and Indemnitee shall submit in good faith to mediation before commencing a legal proceeding. Each party shall bear its own costs and expenses, including attorneys' fees and costs, in seeking to enforce the terms of this Agreement.

EXECUTED this the 2nd day of June, 2026.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

"Feast of Corpus Christi Procession"

Indemnitor

By: _____
Benito Alonzo, Interim City Attorney

BY: _____
Father Rene Gaytan, on behalf of Sacred Heart Catholic Church

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR A TEMPORARY SPECIAL USE PERMIT FOR THE "FEAST OF CORPUS CHRISTI PROCESSION" TO BE HELD SUNDAY, JUNE 7, 2026, BEING EDINBURG ORIGINAL TOWNSITE, BLOCK 319, LOTS 1-5, LOCATED AT 216 N. 16TH STREET AT SACRED HEART CATHOLIC CHURCH, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Sacred Heart Catholic Church is requesting a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "Feast of Corpus Christi Procession" to be held Sunday, June 7, 2026; and,

WHEREAS, this type of activity is prohibited by said Unified Development Code unless a Temporary Special Use Permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote for the issuance of a temporary special use permit the location of this type of activity in any zoning district.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That a Temporary Special Use Permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted to Sacred Heart Catholic Church, Being Edinburg Original Townsite, Block 319, Lots 1-5, Located at 216 N. 16th Street at Sacred Heart Catholic Church, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are as follows: Sunday, June 7, 2026, – 6:30 p.m. to 7:30 p.m.

The days and hours of operation must meet Section 130.22 Curfew Hours of the Code of Ordinances.

3. **Access Control:** The main access for this event will be from McIntyre Street

4. **Security Services:** Security services are provided by off-duty city police officers until the time of closing of the operation.

5. **Sanitation:** The applicant must provide roll-off containers and plastic carts from the Solid Waste Department for this event if necessary.

6. **Electric and Lighting:** Outdoor events will be provided with electrical generators.

7. **Noise:** Little noise will be generated and a PA system will be set for brief speeches.

8. **Site Restoration:** Event Volunteers will maintain and clear the property.

9. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

10. **Indemnity:** With the assistance of the Police Department, the "Feast of Corpus Christi Procession" will take place on private property and will not obstruct or interfere with vehicular traffic. A Hold Harmless Agreement will be executed and submitted by the event organizers.

11. **Health Permit:** A temporary health permit for food vendors must be obtained through the Code Enforcement Division if food and beverages will be provided at the event.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: The requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members of the City Council.

READ, CONSIDERED, PASSED AND APPROVED at a regular meeting of the City Council of the City of Edinburg, Texas at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
ORDINANCES
Agenda Item No: 10.B.
Special Use Permit- "World Elder Abuse Awareness Parade"

1. **Agenda Item:**
Consider Ordinance Providing for a Temporary Special Use Permit for the "World Elder Abuse Awareness Parade" to be Held on Wednesday, June 10, 2026, the Parade will Begin and End at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I-69 C, as Requested by Daniel Gonzalez, Victims Unit Director/Hidalgo County Criminal District Attorney's Office. [Jaime Acevedo, Director of Planning & Zoning]

2. **Description:**
The Applicant is requesting a Temporary Special Use Permit for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 10, 2026, from 8:30 a.m. to 11:00 a.m. The parade will begin and end at Bert Ogden Arena. This request is being coordinated with Planning & Zoning and the Police Department.

The applicant has provided an insurance policy reflecting the City of Edinburg as a Certificate Holder for this event. Approval of this event will require the applicant to sign a hold harmless agreement as well.

3. **Staff's Recommendation:**
The Planning and Zoning Staff recommends approval of the Temporary Special Use Permit for a Special Event, "World Elder Abuse Awareness Parade", to be held on Wednesday, June 10, 2026. The Parade will begin and end at Bert Ogden Arena with the condition that the event meets all City requirements.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments
B. Hold Harmless Agreement
C. Ordinance

MEETING DATES:
CITY COUNCIL – 06/02/2026
DATE PREPARED – 05/27/2026

STAFF REPORT
GENERAL INFORMATION

APPLICATION:	Temporary Special Use Permit for the "World Elder Abuse Awareness Parade".
APPLICANT:	Daniel Gonzalez, Victims Unit Director / Hidalgo County Criminal District Attorney's Office
AGENT:	Not Applicable
LEGAL:	Being Lot 1, Edinburg Arena Subdivision
LOCATION:	4900 South I69C
LOT/TRACT SIZE:	N/A
CURRENT USE OF PROPERTY:	Bert Ogden Arena
PROPOSED USE OF PROPERTY:	Parade
EXISTING LAND USE/ ADJACENT ZONING:	North –Agriculture (AG) District South – Agriculture (AG) District East – Agriculture (AG) District West – Commercial General (CG) District
LAND USE PLAN DESIGNATION:	Commercial General (CG) District
ACCESS AND CIRCULATION:	This property has access to South I-69C and East Alberta Road
PUBLIC SERVICES:	Public utilities are readily available to serve the site.
RECOMMENDATION:	Staff recommends approval of the temporary special use permit for the "World Elder Abuse Awareness Parade". A comprehensive evaluation is on the following page(s).

SPECIAL USE PERMIT
"WORLD ELDER ABUSE AWARENESS PARADE"

EVALUATION AND CONDITIONS FOR APPROVAL

The following is the staff's evaluation and conditions for approval of this application for the "World Elder Abuse Awareness Parade".

1. **Duration:** The proposed days and hours requested by the applicant are on Wednesday, June 10, 2026, from 8:30 a.m. to 11:00 a.m.The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from South I-69C and West Alberta Road.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.

7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/14/2026

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

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

PRODUCER
Montalvo Insurance Agency
[redacted]
TX 78599

CONTACT NAME: Jesusa Villarreal
PHONE (A/C, No, Ext): [redacted] **FAX (A/C, No):**
E-MAIL ADDRESS: [redacted]

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: The Princeton Excess & Surplus Lines Insurance	10786
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hidalgo County
PO Box 1356
Edinburg TX 78540

COVERAGES **CERTIFICATE NUMBER:** CL25121551328 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			N1A3RL0000087-13	01/01/2026	01/01/2027	EACH OCCURRENCE	$ 4,500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
							MED EXP (Any one person)	$ Exluded
							PERSONAL & ADV INJURY	$ Included
							GENERAL AGGREGATE	$ 4,500,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event:
7th Annual WEAAD Parade

Location:
Bert Ogden Arena Parking Lot
4900 S I-69C, Edinburg, TX 78539

CERTIFICATE HOLDER

City of Edinburg - Planning & Zoning Dept
[redacted]
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jesusa Villarreal

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Dear City Officials,

I am writing on behalf of the Hidalgo County Criminal District Attorney's Office to formally express our intent to organize and host a **World Elder Abuse Awareness Parade** in the City of Edinburg. This event is planned in recognition of World Elder Abuse Awareness Day, observed annually on June 15, with the purpose of raising awareness about the abuse, neglect, and exploitation of older adults in our community.

Our goal is to bring together residents, advocacy groups, healthcare providers, and local leaders to promote respect, dignity, and protection for seniors. The parade will serve as both an educational and community-building event, highlighting the importance of supporting and safeguarding our elderly population.

We are proposing to hold the parade on June 10, 2026 at 9:00 a.m., within the city limits of Edinburg, Texas. The event will include participants such as community organizations, local schools, senior groups, and volunteers. We anticipate approximately [estimated number] attendees.

We are committed to working closely with the City of Edinburg to ensure that all necessary permits, safety measures, and logistical requirements are met. This includes coordinating with local law enforcement, emergency services, and city departments to ensure a safe and successful event.

We respectfully request the city's approval and guidance on the next steps, including permit applications, route approvals, and any additional requirements needed to proceed. We would also welcome any opportunity for city partnership or support in promoting this important cause.

Thank you for your time and consideration. We look forward to collaborating with the City of Edinburg to make this event meaningful and impactful for our community.

Respectfully,

Daniel Gonzalez
Victims Unit Director/Hidalgo County Criminal District Attorney's Office

2026 ELDERLY ABUSE PARADE LIST

1. ADULT PROTECTIVE SERVICES **(2520 S. VETERANS)**
2. WINDSOR NURSING & REHAB **(1505 S. CLOSNER)**
3. AMBOR LOVE ADC **(615 E. CANO)**
4. EDINBURG TOWERS **(201 N. 13TH)**
5. MIS AMIGOS ADC **(815 N. CLOSNER)**
6. RINCONCITO ADC **(3204 N. SUGAR)**
7. MI PUEBLITO ADC **(1405 N. EXPY 281)**
8. GUARDIAN ANGEL ADC **(3415 W. UNIVERSITY)**
9. PASEO DE ANGELITOS ADC **(4121 W. UNIVERSITY)**
10. WINDSOR ARBOR VIEW **(218 BALTIC AVE.)**
11. VIDA HEALTH CARE **(2024 W UNIVERSITY)**

ELDER ABUSE PARADE 2026

STARTING POINT: BERT OGDEN ARENA

EXIT BERT OGDEN ARENA AND HEAD NORTH ON 25TH AVE TO CANTON ROAD.

TURN WEST ON CANTON AND HEAD NORTH ON S. VETERANS BOULEVARD.

1ST. STOP 2520 S. VETERANS (ADULT PROTECTIVE SERVICES)

HEAD NORTH ON S. VETERANS TO FREDDY GONZALEZ. TURN WEST ON FREDDY GONZALEZ, TO S. CLOSNER. TURN NORTH ON CLOSNER.

2ND. STOP 1505 S. CLOSNER (WINDSOR NURSING & REHAB CENTER)

GO NORTH ON CLOSNER TO CANO. TURN EAST ON CANO TO 17TH STREET.

3rd. STOP 615 E/ CANO (AMBER LOVE ADULT DAY CARE)

TURN NORTH ON 17TH STREET PASSING UNIVERSITY/107. TURN WEST ON McIntyre TO 13TH STREET. TURN NORTH ON 13TH STREET.

4TH. STOP 213 N. 13 STREET (EDINBURG TOWERS)

GO NORTH ON 13TH STREET TO SCHUNIOR. TURN WEST ON SCHUNIOR PASSING CLOSNER BOULEVARD.

5TH. STOP 815 N. CLOSNER (MIS AMIGOS ADC)

KEEP GOING WEST ON SCHUNIOR TO SUGAR ROAD. TURN NORTH ON SUGAR ROAD.

6TH. RINCONCITO ADC (3204 N. SUGAR RD.)

KEEP GOING NORHT ON SUGAR ROAD TO MONTE CRISTO. TURN EAST ON MONTECRISTO TO 24TH AVENUE. TURN SOUTH ON 24TH AVENUE TO CHAPIN ROAD.

7TH. STOP MI PUEBLITO ADC (1405 N EXPY 281)

KEEP GOING WEST ON CHAPIN ROAD TO JACKSON ROAD. TURN SOUTH ON JACKSON ROAD TO UNIVERSITY DRIVE. TURN WEST ON UNIVERSITY DRIVE.

8TH STOP GURADIAN ANGEL ADC (3415 W. UNIVERSITY)

KEEP GOING WEST ON UNIVERSITY

9TH STOP PASEO DE ANGELITOS ADC (4121 W. UNIVERSITY)

KEEP GOING WEST ON UNIVERSITY TO 10TH STREET, MAKE THE TURN AROUND AND HEAD EAST ON UNIVERSITY TO BALTIC AVENUE. TURN SOUTH ON BALTIC.

10TH STOP WINDSOR ARBER VIEW (918 ARBOR VIEW)

KEEP GOING WEST ON REMINGTON PASSING JACKSON. TURN NORHT ON REMINGTON TO UNIVERSITY AND TURN EAST.

11TH STOP VIDA HEALTH CARE (2024 W. UNIVERSITY)

PARADE ENDS HERE!!!!!!

STATE OF TEXAS §

HOLD HARMLESS AGREEMENT

COUNTY OF HIDALGO §

CITY OF EDINBURG

This agreement is entered into this 2nd day of June, 2026, by and between the City of Edinburg, and Daniel Gonzalez, Victims Unit Director / Hidalgo County Criminal District Attorney's Office, Edinburg, Hidalgo County, Texas, hereinafter called Indemnitor.

INDEMNITY

Daniel Gonzalez, Victims Unit Director / Hidalgo County Criminal District Attorney's Office, shall indemnify, hold harmless and defend City, its agents and employees, from and against any and all claims, demands, actions, suits or proceedings for damages resulting from the temporary special use permit granted on June 2, 2026, for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 10, 2026, the Parade will begin and end at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas. Hidalgo County District Attorney's Office, shall indemnify, hold harmless and defend City, from liability or costs, including court costs and attorney's fees resulting from any and all claims, demands, suits, actions or proceedings of any kind or nature, in any way resulting form or arising out of the granting of a temporary special use permit on June 2, 2026 for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 10, 2026, the Parade will begin and end at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas.

EXECUTED this the 2nd day of June, 2026.

CITY OF EDINBURG

BY: _____
Myra L. Ayala, City Manager

APPROVED AS TO FORM

"World Elder Abuse Awareness Parade"

BY: _____
Benito Alonzo, Interim City Attorney

BY: _____
Daniel Gonzalez, Victims Unit Director / Hidalgo County Criminal District Attorney's Office

ORDINANCE NO. _____

AN ORDINANCE GRANTING A TEMPORARY SPECIAL USE PERMIT FOR A SPECIAL EVENT FOR THE "WORLD ELDER ABUSE AWARENESS PARADE" TO BE HELD ON WEDNESDAY, JUNE 10, 2026, THE PARADE WILL BEGIN AND END AT BERT OGDEN ARENA, BEING LOT 1, EDINBURG ARENA SUBDIVISION, LOCATED AT 4900 SOUTH I 69 C, EDINBURG, HIDALGO COUNTY, TEXAS, AS PROVIDED IN ARTICLE 2.205 OF THE CITY OF EDINBURG UNIFIED DEVELOPMENT CODE, PROVIDING A REPEALER CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION AND EFFECTIVE DATE; PROVIDING FOR CODIFICATION; PROVIDING A WAIVER OF THE THREE (3) SEPARATE READINGS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.

WHEREAS, Daniel Gonzalez, Victims Unit Director / Hidalgo County Criminal District Attorney's Office, has applied for a temporary special use permit and waiver of Fees under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas for the "World Elder Abuse Awareness Parade" to be held on Wednesday, June 10, 2026,; and

WHEREAS, this type of activity is prohibited by said Zoning Ordinance unless a temporary special use permit is granted; and

WHEREAS, the City Council of the City of Edinburg may by an affirmative two-thirds' (2/3) vote grant by a temporary special use permit the location of this type of activity in any zoning district, but not within three hundred (300) feet of any Residential District;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AS FOLLOWS:

SECTION I. AUTHORITY OF LAW: All requirements of the law have been met in the passing of this Ordinance.

SECTION II. That a temporary special use permit under Article 2.205 of the Unified Development Code of the City of Edinburg, Texas, be granted toDaniel Gonzalez, Victims Unit Director / Hidalgo County Criminal District Attorney's Office for "World Elder Abuse Awareness Parade" to be held on Wednesday, June 10, 2026, the Parade will begin and end at Bert Ogden Arena, Being Lot 1, Edinburg Arena Subdivision, Located at 4900 South I 69 C, Edinburg, Hidalgo County, Texas, with the following conditions:

1. **Duration:** The proposed days and hours requested by the applicant are on Wednesday, June 10, 2026, from 8:30 a.m. to 11:00 a.m. The event must meet the days and hours of operation and must meet Section 130.22 Curfew Hours of the Code of Ordinances.

2. **Access Control:** The main access for this event will be from 10th Avenue and Cano Street.

3. **Sanitation:** The applicant must make arrangements for disposal of waste from the events with the Solid Waste Department.

4. **Electric and Lighting:** Outdoor events will be provided with electrical service.

5. **Security Services:** Security services are to be provided by on-duty city police officers until the time of closing of the event.

6. **Noise:** Any activities resulting in excessive noise must be situated away from residences.

7. **Site Restoration:** The applicant must make arrangements to restore the property to its original condition.

8. **Liability Insurance:** The City is provided with and is included as an added insured in the liability insurance carried by the applicant.

9. **Indemnity:** The City is indemnified by the applicant of all liability in accordance with the provisions set out in a Hold Harmless Agreement between the applicant and the City.

10. **Health Permit:** A temporary health permit for food vendors and food vending booths must be obtained through the Code Enforcement Division.

SECTION III. REPEALER CLAUSE: This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith; all provisions of any other ordinance not in conflict herewith shall remain in full force and effect.

SECTION IV. SAVINGS CLAUSE: If any section, part, or provision of this Ordinance is declared unconstitutional or invalid, by a court of competent jurisdiction, then, in that event, it is expressly provided, and it is the intention of the City Council in passing this Ordinance that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and they shall remain in full force and effect.

SECTION V. PUBLICATION AND EFFECTIVE DATE: This Ordinance shall take effect immediately upon its passage and publication according to law.

SECTION VI. CODIFICATION: That this Ordinance shall not be published in the Code of Ordinances of the City of Edinburg, Texas, as it is not amendatory thereof.

SECTION VII. WAIVER CLAUSE: This requirement of three separate readings of this Ordinance is hereby dispensed with by a vote of not less than a majority of all the members

of the City Council.

READ, CONSIDERED, PASSED AND APPROVED on this first reading at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on the 2nd day of June, 2026.

CITY OF EDINBURG

By: _____
Omar Ochoa, Mayor

ATTEST:

By: _____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:

By: _____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
VARIANCES
Agenda Item No: 11.A.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.210, Utilities, E. Sanitary Sewers, 2. Requirements for Sanitary Sewer for the Proposed Spacieux Storages Subdivision, Being a 8.152 Acres Out of Lot 5, Section 277, Texas-Mexican Railway Company Survey, Volume 24, Pages 168-71, H.C.D.R. Hidalgo County, Texas Located at 4909 W. S.H. 107, as Requested by Melden & Hunt, Inc. on Behalf of Spacieux Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on the north side of State Highway 107 and east of Hoehn Road, and is within the City of Edinburg city limits. The 8.152 tract of land is currently going through the subdivision process and the proposed development consists of one (1) Commercial lot. Melden & Hunt, Inc. on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 5.210 Utilities-E-2-A
This requested variance is to Article 5, Section 5.210 as it applies to the requirements for sanitary sewer. The developer is requesting to not connect to the sanitary sewer. UDC Section 5.210-E-2- A states all developments shall make provision for water, sewer, stormwater, electric, telephone, and other public and/or private utilities available to City Residents.

On April 23, 2026, the Planning and Zoning Commission recommended with a vote of 5-0 with 1 abstention to deny to Subdivison Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance request. As stated in the UDC, it is required to connect to the sanitary sewer. If approved, the applicant must comply with all permitting requirements for new development.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments

Sec. 5.210, Utilities

All developments shall make provision for water, sewer, stormwater, electric, telephone, and other public and/or private utilities available to City residents. Where on-site water and sewer are permitted by the Hidalgo County Health Department., Residential Use District Standards, on-site systems will satisfy this requirement. All drainage and utilities shall be efficiently and unobtrusively integrated into the design and shall avoid off-site impacts.

A. Capacity. Where a development is part of a larger parcel of land, the City shall require the capacity of facilities to be adequate to serve the entire property to the extent that the capacity is matched to that of the lines that it extends.

B. Potable Water Line Loops. Potable water lines shall be looped and shall have a secondary feed to the potable water supply.

C. Interceptors. Where an interceptor is to be extended through the area being developed, the landowner shall provide the needed easements. The applicant shall pay its proportionate fair share of the cost of the construction of the interceptor, or enter into a participation agreement pursuant to Section 5.211.B, *Responsibility for Payment of On-Site and Off-Site Installation Costs*.

D. Common Use Easements. Wherever possible, the City shall require compatible utilities to share easements. See Section 5.207, *Easements*.

E. Sanitary Sewers.

1. *Public Sanitary Systems*. All uses shall be required to be served by public sanitary sewer systems, except for permitted uses in the AO District, which are permitted to use on-site systems. The presence of adequate public sanitary sewer capacity shall be certified by the City Engineer and/or Utility Director. Construction shall be approved by the City Engineer, or a designee, unless on-site systems are permitted by this Section for specific conditions.
2. *Requirements for Sanitary Sewer*.
    a. Lots of record on the effective date of this Code shall be allowed to use on-site systems, provided that the lot is not within 400 feet of a reasonably accessible sewer system. Lots of record that are located within 400 feet of a reasonably accessible sewer system shall connect to the system at the earliest of:
        i. The time a building permit is applied for;
        ii. A change in the use of a structure or land use;
        iii. A septic tank on the lot fails; or
        iv. An addition is made to existing structure on the lot.

Sec. 5.210, Utilities

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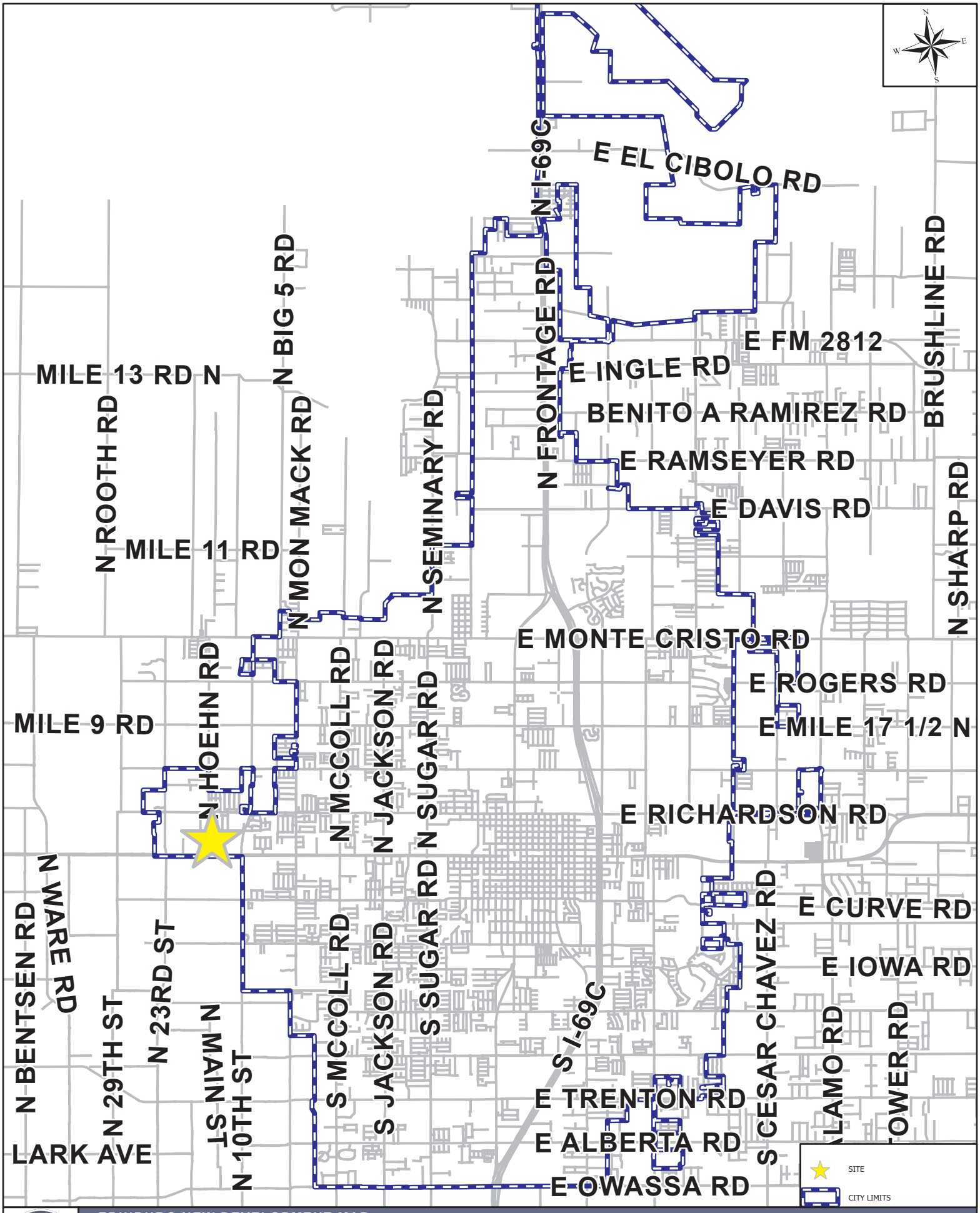
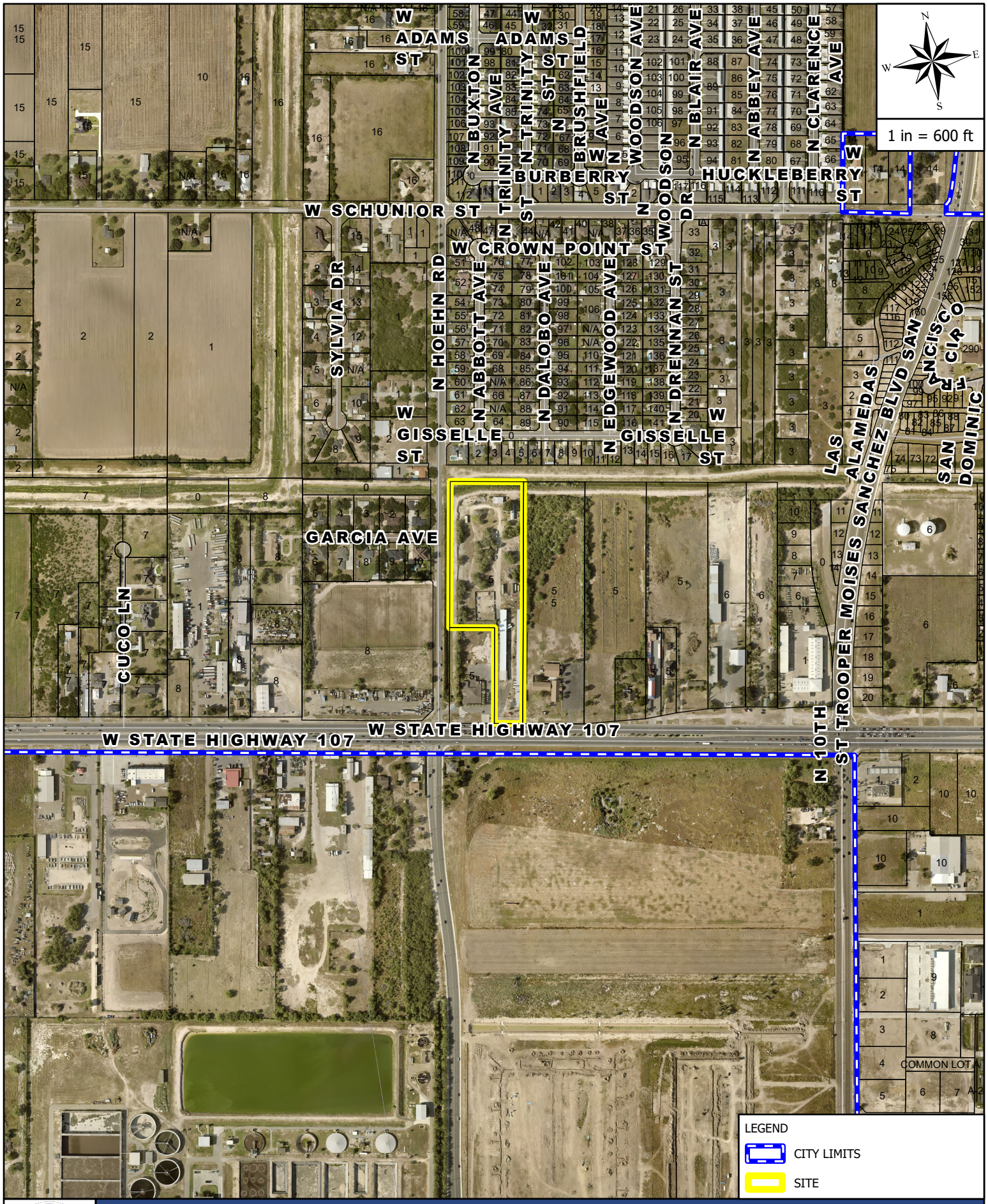


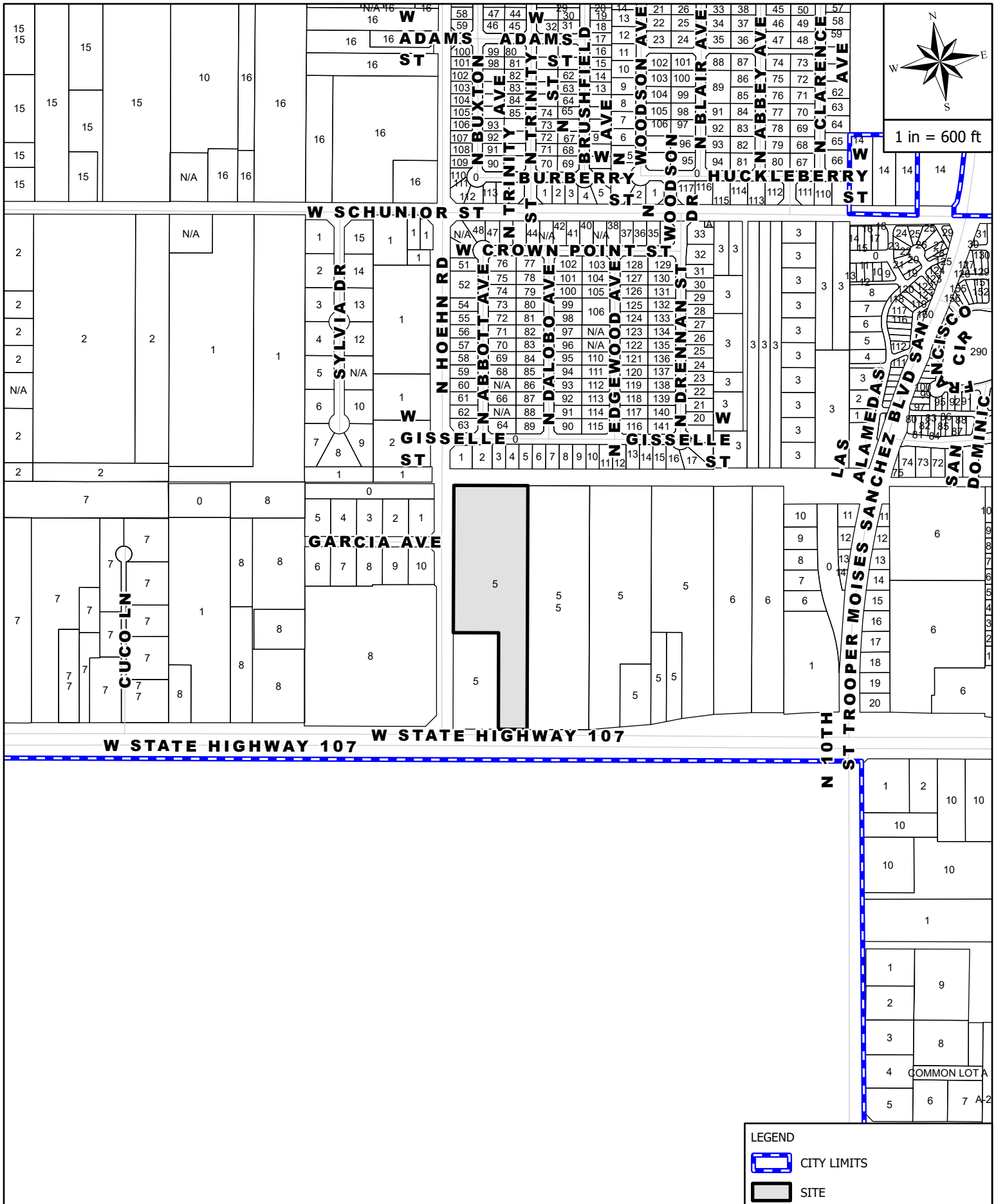
EDINBURG NEW DEVELOPMENT MAP

4909 W STATE HIGHWAY 107



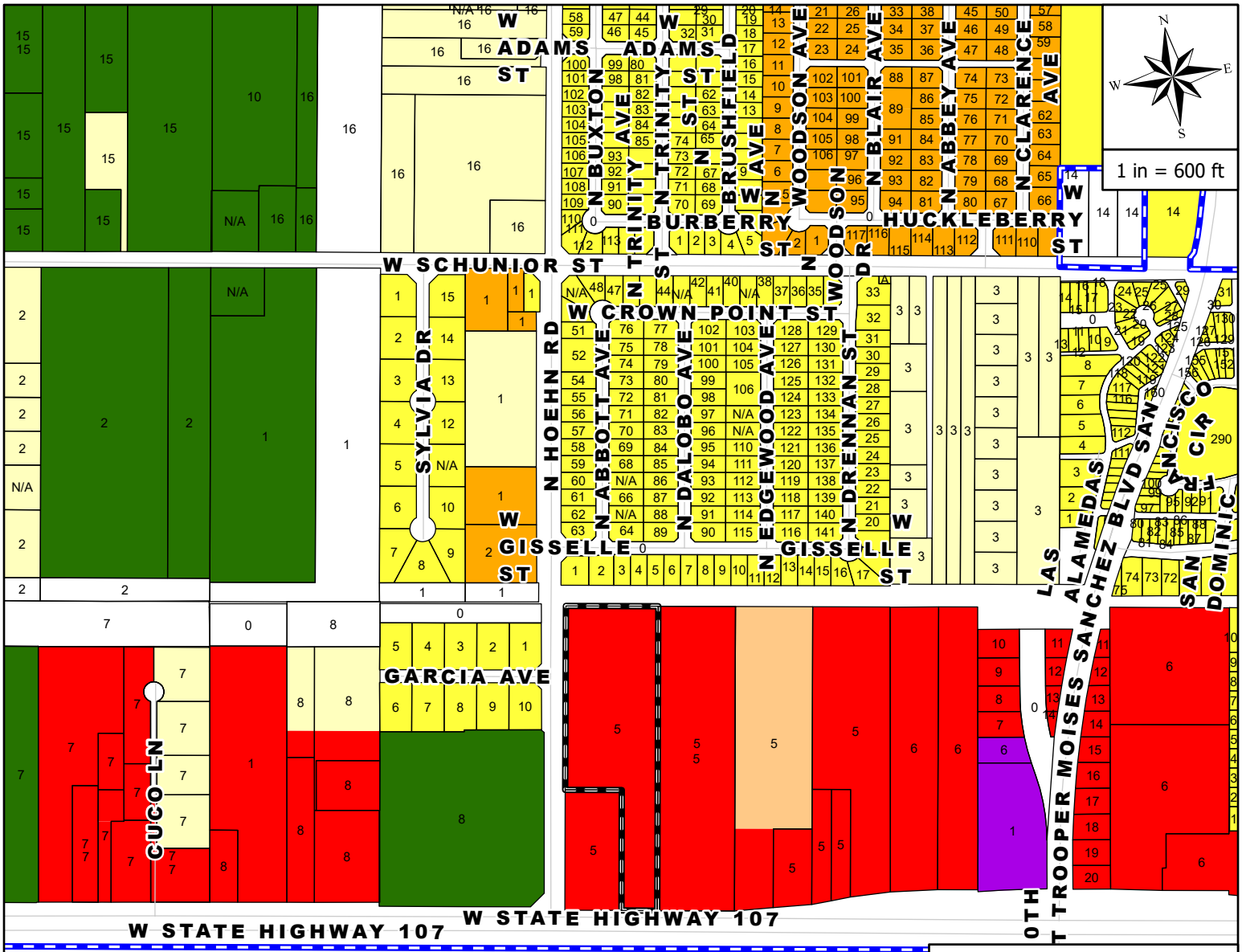
AERIAL MAP

4909 W STATE HIGHWAY 107



MAILOUT AND SITE MAP

4909 W STATE HIGHWAY 107

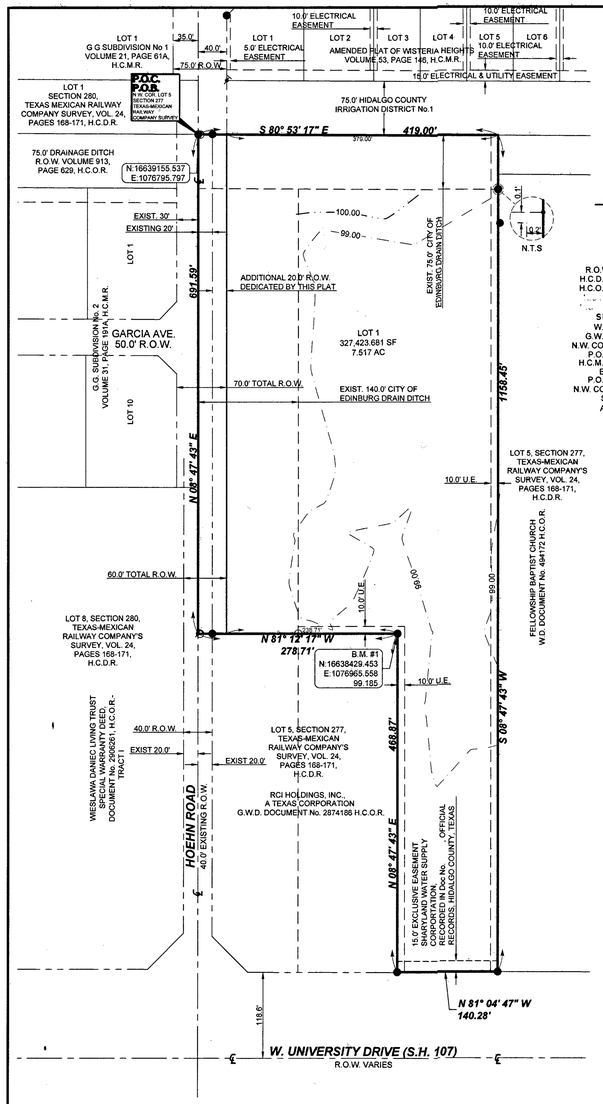


ZONING MAP

4909 W STATE HIGHWAY 107

SUBDIVISION MAP OF
SPACIEUX STORAGES SUBDIVISION

BEING 8.152 ACRES OUT OF
LOT 5, SECTION 277,
TEXAS-MEXICAN RAILWAY COMPANY SURVEY
VOLUME 24, PAGES 168-171, H.C.D.R.
HIDALGO COUNTY, TEXAS



SCALE: 1" = 100'

COORDINATES AND BEARINGS AS PER TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH ZONE (4205) NAD 83 DATUM ELEVATIONS ARE BASED ON GEOID 2012B

LEGEND

- ○ SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT
- ● FOUND No.4 REBAR
- ⊿ FOUND PK NAIL
- ⊿ SET NAIL
- ℄ - CENTERLINE
- R.O.W. - RIGHT OF WAY
- H.C.D.R. - HIDALGO COUNTY DEED RECORDS
- H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
- S.F. - SQUARE FEET
- W.D. - WARRANTY DEED
- G.W.D. - GENERAL WARRANTY DEED
- N.W. COR. - NORTHWEST CORNER
- P.O.B. - POINT OF BEGINNING
- H.C.M.R. - HIDALGO COUNTY MAP RECORDS
- BM - BENCHMARK
- P.O.C. - POINT OF COMMENCEMENT
- N.W. COR. - NORTH WEST CORNER
- SF.- SQUARE FEET
- AC.- ACRE

GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X" (UNSHADED). ZONE "X" (UNSHADED) ARE "AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

   AS PER FLOOD PLAIN COMMUNITY-PANEL NO. 480338 0015 E; REVISED DATE: JUNE 6, 2000. REVISED TO REFLECT LOMR DATED: DECEMBER 16, 2003.
2. THIS PROPERTY IS ZONED AS COMMERCIAL, GENERAL (CG).
3. MINIMUM SETBACKS SHALL BE AS FOLLOWS :
   FRONT: 25.00 FEET
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
4. MINIMUM FINISHED FLOOR ELEVATION TO BE 24" ABOVE TOP OF CURB OR CENTERLINE OF STREET.
5. SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.
6. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT: 86,085 C.F. (1.976 AC.-FT.) TO BE PROVIDED ON SITE
7. THE DEVELOPER SHALL BE RESPONSIBLE TO DETAIN AND ACCOMMODATE MORE THAN THE DETAINED VOLUMES SHOWN ABOVE IF IT IS DETERMINED AT THE DEVELOPMENT PERMIT STAGE THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ABOVE DUE TO THE IMPERVIOUS AREA BEING GREATER THAN THE ENGINEER CONSIDERED FOR HIS CALCULATIONS OF THIS SUBDIVISION.
8. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
9. THE ACCESS DRIVE SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDIBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE-FAMILY AND DUPLEX/ MULTI-FAMILY CONSTRUCTION.
11. ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
12. SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIRMENTS AND SPECIFICATIONS. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE UNIFIED DEVELOPMENT CODE SETBACK BUFFER YARDS, FLOOR AREA RATIO, LANDSCAPING, SURFACE RATIO PARKING REQUIREMENTS FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.
13. A 5' SIDEWALK WITH A.D.A COMPLIANCE RAMPS IS REQUIRED ALONG S.H. 107 AND HOEHN ROAD DURING BUILDING PERMIT STAGE.
14. SET NO. 4 REBARS WITH PLASTIC CAP STAMPED MELDEN AND HUNT ON ALL LOT CORNERS.
15. ALL SHARYLAND WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE. NO OTHER USE OF THE EASEMENTS ARE PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SHARYLAND WATER SUPPLY CORPORATION.
16. OWNER/ DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE RIGHT-OF-WAYS. ANY ACCESS POINTS TO S.H. 107 AND HOEHN ROAD FROM THIS PROPERTY MUST COMPLY WITH TH LATEST CERSION OF TXDOT ACCESS MANAGEMENT MANUAL.
17. PURSUANT TO APPLICATION FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S) AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
18. ALL EASEMENTS DEDICATED BY THIS PLAT, UNLESS STATED OTHERWISE.
19. BENCHMARK: PROPOSED BENCHMARK IS A NO. 4 REBAR FOUND NORTHING: 16638429.453, EASTING: 1076965.558 ELEVATION:99.185'
20. MAINTENANCE OF ALL NON-PUBLIC IMPROVEMENTS AND PROPOSED DETENTION AREAS WILL BE THE RESPONSIBILITY OF LOT OWNER(S).
21. GUARD RAILS TO BE INSTALLED ALONG HOEHN ROAD AT TIME OF BUILDING PERMIT.

THIS PLAT APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 1 ON
THIS THE 30 DAY OF February 20 25

HIDALGO COUNTY IRRIGATION DISTRICT No. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF-WAYS AND/OR EASEMENTS.

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON THE HCID No. 1 RIGHT-OF-WAYS OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF HCID No. 1.

PRESIDENT

SECRETARY

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 8.152 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING OUT OF LOT 5, SECTION 277, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 24, PAGES 168-171, HIDALGO COUNTY DEED RECORDS, SAID 8.152 ACRES OUT OF A CERTAIN TRACT CONVEYED TO SPACIEUX PROPERTIES, LLC. A LIMITED LIABILITY COMPANY, BY VIRTUE OF A CORRECTION INSTRUMENT AS TO A RECORDED ORIGINAL INSTUMENT AS TO A RECORDED ORIGINAL INSTRUMENT RECORDED IN DOCUMENT NUMBER 3326134, HIDALGO COUNTY OFFICIAL RECORDS, SAID 8.152 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR FOUND AT THE NORTHWEST CORNER OF SAID LOT 5, SECTION 277, AND CENTERLINE OF HOEHN ROAD, FOR THE NORTHWEST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 80° 53' 17" E ALONG THE NORTH LINE OF SAID LOT 5, SECTION 277, AT A DISTANCE OF 20.00 FEET PASS A NO. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF HOEHN ROAD, CONTINUING A TOTAL DISTANCE OF 419.00 FEET, TO A POINT IN THE EXISTING DRAINAGE DITCH, FOR THE NORTHEAST CORNER OF THIS TRACT;
2. THENCE, S 08° 47' 43" W, ALONG THE WEST LINE OF SAID FELLOWSHIP BAPTIST CHURCH, AT A DISTANCE OF 75.00 FEET PASS A NO. 4 REBAR SET, FROM WHICH A NO. 4 REBAR FOUND BEARS S 71° 25' 42" W, A DISTANCE OF 0.27 FEET, CONTINUING A TOTAL DISTANCE OF 1,158.45 FEET TO A NO. 4 REBAR FOUND ON THE NORTH EXISTING RIGHT-OF-WAY OF S.H. 107, FOR THE SOUTHEAST CORNER OF THIS TRACT;
3. THENCE, N 81° 04' 47" W, ALONG THE NORTH RIGHT-OF-WAY OF S.H. 107, A DISTANCE OF 140.28 FEET TO A NO. 4 REBAR FOUND ON THE SOUTHEAST CORNER OF A CERTAIN TRACT OF LAND CONVEYED TO RCI HOLDINGS, INC. RECORDED IN A GENERAL WARRANTY DEED UNDER DOCUMENT NUMBER 2874186, HIDALGO COUNTY OFFICIAL RECORDS, FOR AN OUTSIDE CORNER OF THIS TRACT;
4. THENCE, N 08° 47' 43" E, ALONG THE EAST LINE OF SAID RCI HOLDINGS, INC TRACT, A DISTANCE OF 486.87 FEET TO A NO. 4 REBAR FOUND FOR AN INSIDE CORNER OF THIS TRACT;
5. THENCE, N 81° 12' 17" W, ALONG THE NORTH LINE OF SAID RCI HOLDINGS, INC., TRACT, AT A DISTANCE OF 138.71 FEET PASS A NO. 4 REBAR SET ON THE EAST LINE OF A 140.00 FOOT RIGHT-OF-WAY LINE CLAIMED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, AT A DISTANCE OF 258.71 FEET PASS A NO. 4 REBAR FOUND ON THE EAST RIGHT-OF-WAY LINE OF HOEHN ROAD, CONTINUING A TOTAL DISTANCE OF 278.71 FEET TO A NAIL SET FOR THE SOUTHWEST CORNER OF THIS TRACT;
6. THENCE, N 08° 47' 43" E ALONG THE WEST LINE OF SAID LOT 5, SECTION 277, A DISTANCE OF 691.59 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.152 ACRES OF WHICH 0.318 OF ONE ACRE LIES IN HOEHN ROAD RIGHT-OF-WAY, LEAVING A NET OF 7.834 ACRES OF LAND, MORE OR LESS.

I, JAIME ACEVEDO, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS SPACEIEUX STORAGES SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS,

THE DAY _____ OF _____ 20 _____

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

RAUL E. SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

I, CARLOS LIMA, HEREBY CONDITIONALLY CERTIFY THAT POTABLE WATER SERVICE IS AVAILABLE FOR THE SPACIEUX STORAGES SUBDIVISION LOCATED IN EDINBURG IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE SUBDIVISION'S POTABLE WATER SYSTEM MEETING THE APPROVAL OF THE DESIGN ENGINEER, ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY CORPORATION, AND LOCAL, STATE, AND FEDERAL AGENCIES.

DEVELOPER AND ITS DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER SYSTEM IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EXCLUSIVE EASEMENT.

CARLOS LIMA
GENERAL MANAGER
SHARYLAND AND WATER SUPPLY COPORATION

01-09-2026
DATE

STATE OF TEXAS §
COUNTY OF HIDALGO §

I (WE), THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE SPACIEUX STORAGES SUBDIVISION, AN ADDITION TO THE CITY OF EDINBURG, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATIONS THEREIN EXPRESSED.

SPACIEUX PROPERTIES, LLC, A LIMITED LIABILITY COMPANY

BEATRIZ GONZALEZ, MANAGER
6004 CASCADA DR
EDINBURG, TEXAS 78541

1/13/2026
DATE

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED BEATRIZ GONZALEZ KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS THE 13th DAY OF January , 2026.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES:

LYDIA FLORES
Notary Public, State of Texas
Comm. Expires 06/20/2026
Notary ID 132190248

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

DATED THIS THE 13th DAY OF February 2025

MARIO A. REYNA, PROFESSIONAL ENGINEER #117368
STATE OF TEXAS
DATE PREPARED: 07-05-2023
ENGINEERING JOB No. 23073.00

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPINGS OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 30th DAY OF January 2026

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No. 6238
STATE OF TEXAS

DATE SURVEYED: 02/21/2022
SURVEY JOB # 22373.08
T-1151, PG. 36-38

STATE OF TEXAS
REGISTERED
ROBERTO N. TAMEZ
6238
PROFESSIONAL
LAND SURVEYOR

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

L O C A T I O N M A P

SCALE: 1" = 1000'



DRAWN BY:	EM	DATE: 07/05/2023.
REVISED BY:	JE	DATE: 02/11/2025.
SURVEYED, CHECKED		DATE: 1/16/26
FINAL CHECK		DATE:

TEXAS REGIST. F-1435
TBPLS No. 10096900

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	BEATRIZ GONZALEZ	6004 CASCADA DR	EDINBURG, TX 78541	-	-
ENGINEER:	MARIO A. REYNA P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

Y:\Land Development\Commercial\Edinburg\23073 - Spacieux Properties LLC - Hoehn (N-107)\Autocad files\23073.00.dwg, 2/11/2025 3:51:06 PM, DWG To PDF.pc3

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
VARIANCES
Agenda Item No: 11.B.
Subdivision Variance Request - Melden & Hunt, Inc. on Behalf of
Shalom Media USA, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.203 Street Cross Sections, Table 5.203-1, Right-of-Way Widths, and Sidewalks for Morning Star Gardens Subdivision, Being a 4.002 Tract of Land, Part or Portion Out of Lot 20, Kelly-Pharr Subdivision, Located at 3420 S. Business Highway 281 (Closner Blvd), as Requested by Melden & Hunt, Inc. on Behalf of Shalom Media USA, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on the east side of S. Business Highway 281 (Closner Blvd) and is approximately 332 feet north of E. Wisconsin Rd and is within the City of Edinburg, City Limits. The 4.002-acre tract of land is currently going through the subdivision process. The proposed development consists of 1 Commercial lot and 18 Residential, Urban and Townhome lots. Melden and Hunt, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 5 Section 5.203, Streets Cross Sections, Table 5.203-1, Right-of-way Widths

This requested variance is to Article 5, Section 5.203, Table 5.203-1 as it applies to the right-of-way. The City of Edinburg Unified Development Code states that right-of-ways shall conform to those set out in Table 5.203-1. The developer is proposing a right-of-way width of 45 feet, the UDC requires a right-of-way of 50 feet.

Variance Request: Article 5 Section 5.206, Figure 5.203-1
This requested variance is to Article 5, Figure 5.203-1 as it applies to the right-of-way cross-section. The developer is proposing to eliminate the sidewalk on the south side of the street, due to there not being any homes on that side of the street.

On April 23, 2026, the Planning and Zoning Commission recommended, with a unanimous vote of 6-0, to approve the Subdivision Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance request. The City of Edinburg has the street classified as a minor street and the minimum right-of-way width for minor streets is 50 feet. The UDC also states that sidewalks shall be provided in the area between the parkway and the edge of the right-of-way. If approved, the applicant would need to comply with all other requirements during the permitting process.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning

Prepared by:
Rita Guerrero, Assistant

Tomas Reyna, Assistant City Manager

Director of Planning and Zoning

Attachments:

A. City Council Agenda Packet Attachments

ARTICLE 5 - SUBDIVISION STANDARDS

Division 5.200, Subdivision Design Standards

Sec. 5.203, Streets Cross Sections

A. **Right-of-Way and Pavement Widths.** Rights-of-way shall conform to those set out in Table 5.203-1, *Right-of-Way Widths*, and as generally depicted in Figure 5.203-1, *Sample Right-of-Way Cross-Section*.

B. **Adjustments.** The City shall, where feasible, require the street's design to minimize the disturbance of natural resources, including floodplains. Where additional right-of-way is needed to obtain vertical curve, grade, clear sight triangles, turn lanes, or medians, the required right-of-way shall be adjusted to the extent necessary in accordance with local needs as determined by the Planning and Engineering Departments.

C. **Half Streets Prohibited.** No half-streets shall be permitted in new subdivision plats.

Table 5.203-1
Right-of-Way Widths[1]

Road Classification	Minimum Right-of-Way Width Required (A)	Minimum Pavement Width Required[2] (B)	Lanes (C)	Sidewalks (width and sides of street) (D)
Principal Arterial	120 feet	81 feet	5 including center	5 feet / Both
Minor Arterial	100 feet	64 feet	5 including center	5 feet / Both
Collector	80 feet	57 feet	3 including center	5 feet / Both
Residential Collector[3]	60 feet	43 feet	2	5 feet / Both
Minor Street	50 feet / 60 feet	32 feet / 36 feet	2	5 feet / Both
Alleys	20 feet	18 feet	--	--

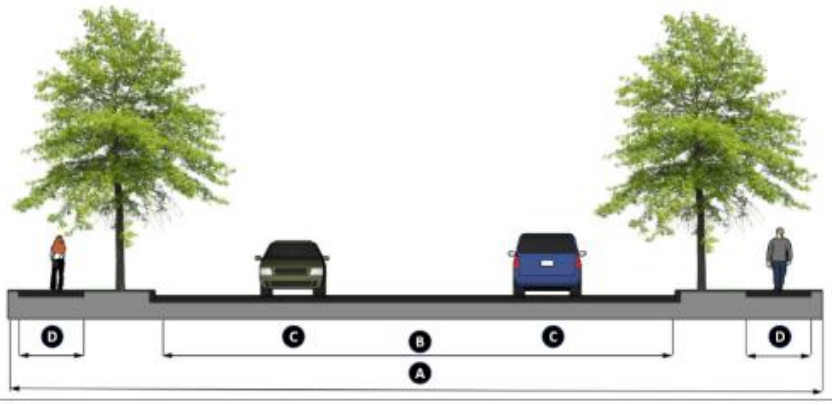
TABLE NOTES:

[1]Refer to the City Standards Manual Street Details for more information.

[2]From back-of-curb to back-of-curb.

[3]Multi-family subdivisions shall be required to comply with residential collector street standards except that internal streets may have a minimum right-of-way width of 50 feet, a minimum pavement width of 40 feet, and shall require easements that are 10 feet in width on both sides of the street for utilities and sidewalks. Streets on the perimeter of the development are not eligible for this reduction.

Figure 5.203-1
Sample Right-of-Way Cross-Section



Effective on: 8/9/2022

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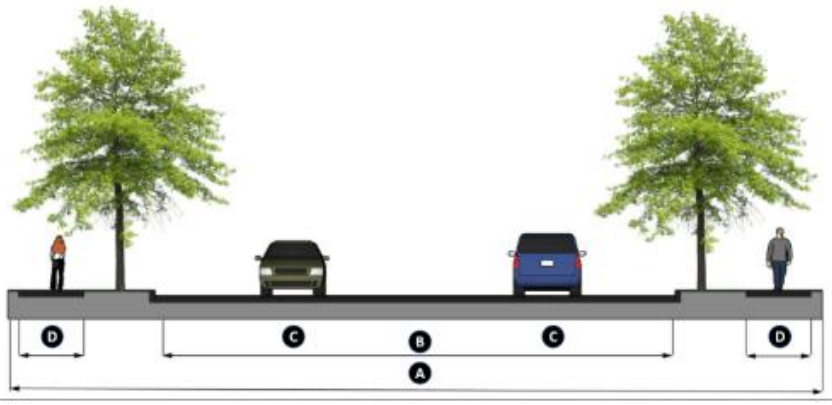
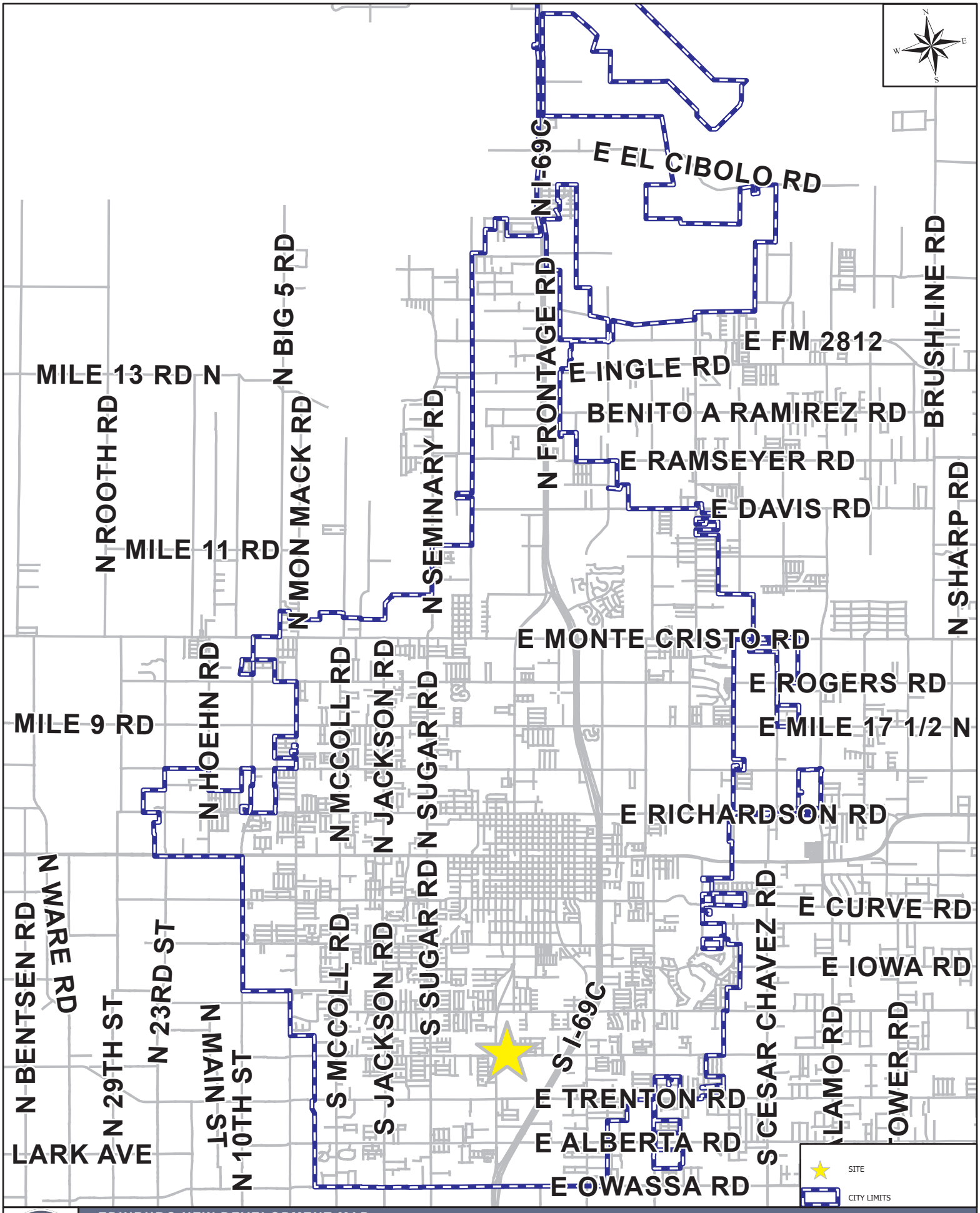
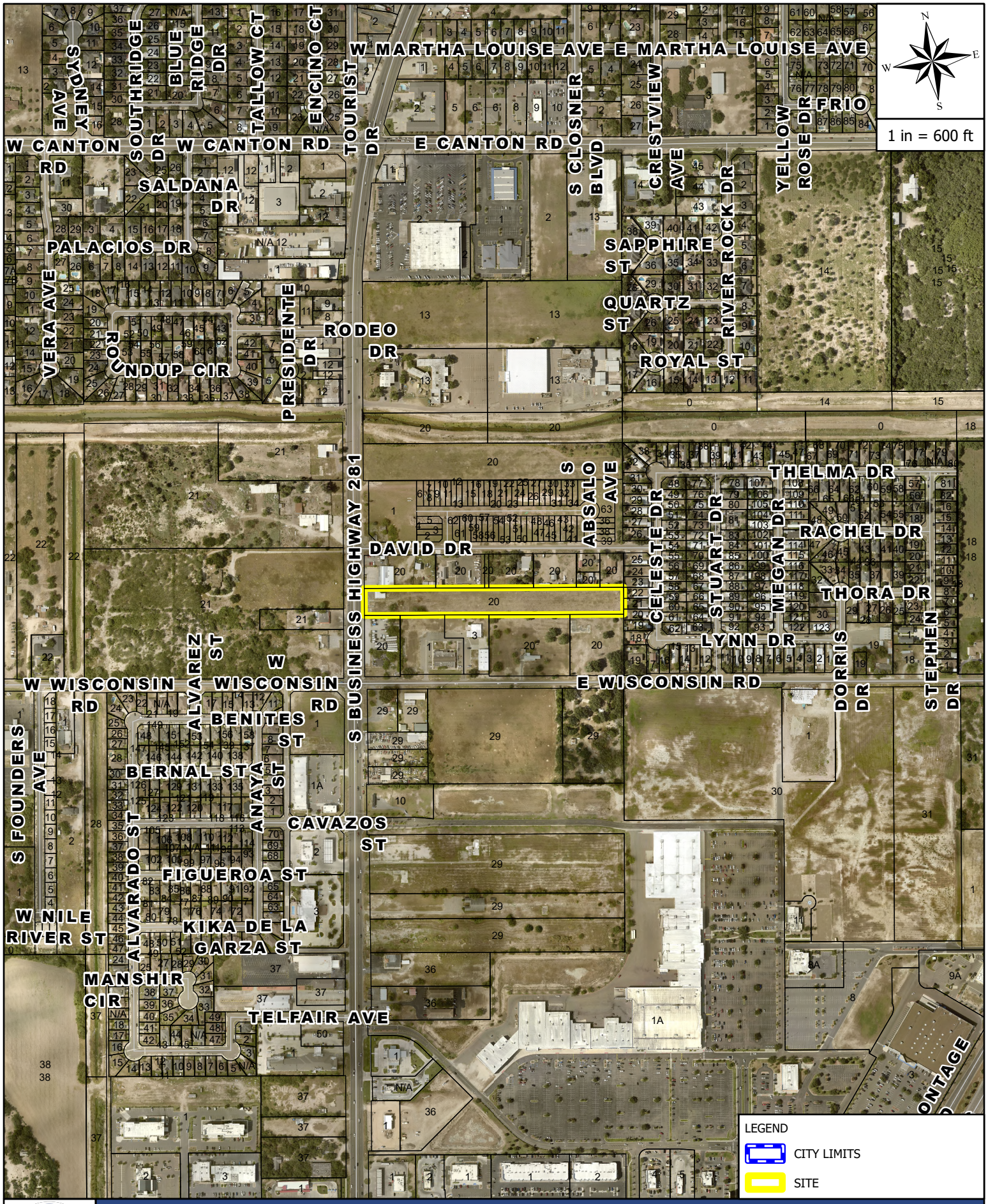


Effective on: 8/9/2022



EDINBURG NEW DEVELOPMENT MAP

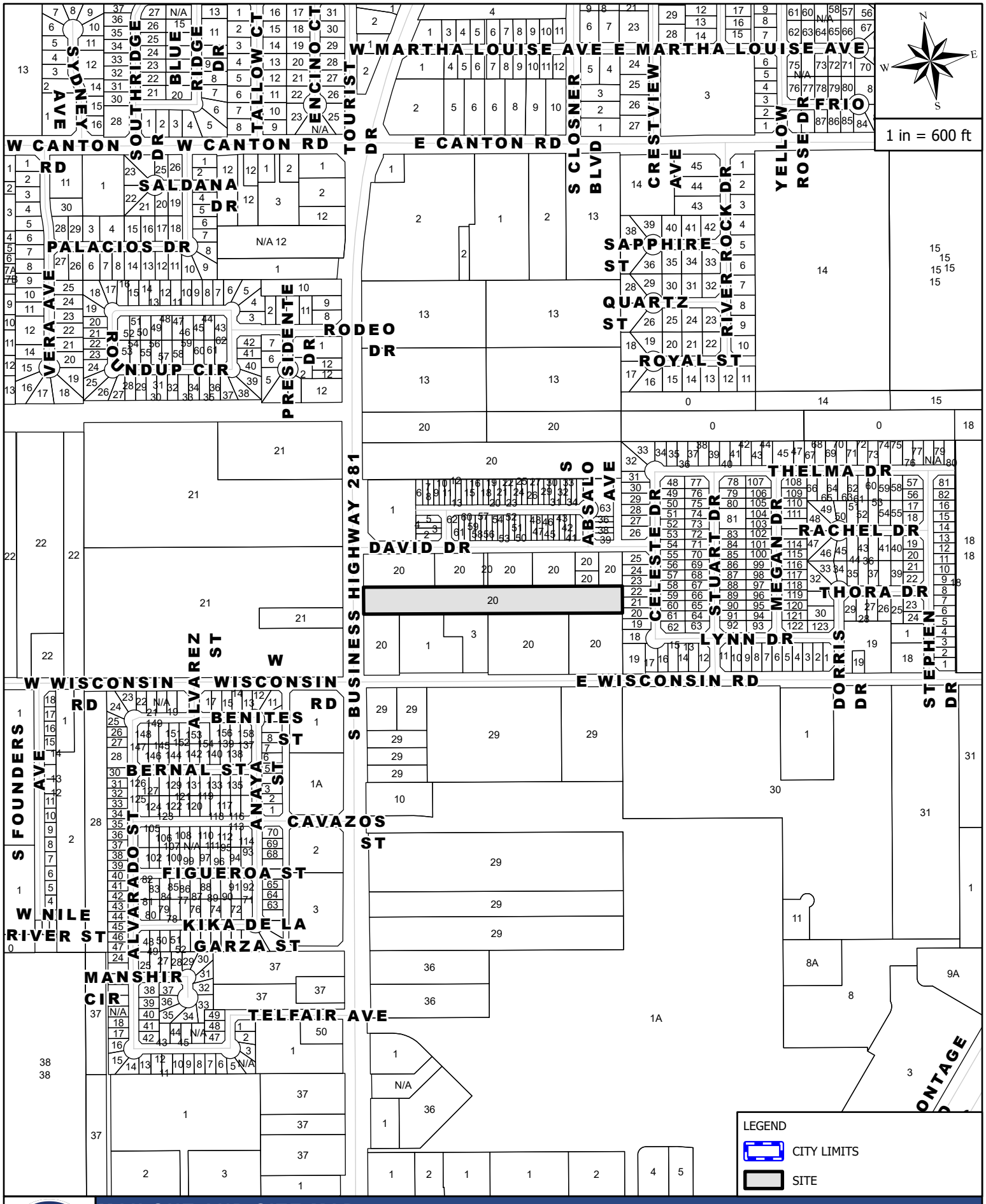
3420 S BUSINESS HIGHWAY 281



THE CITY OF EDINBURG TEXAS

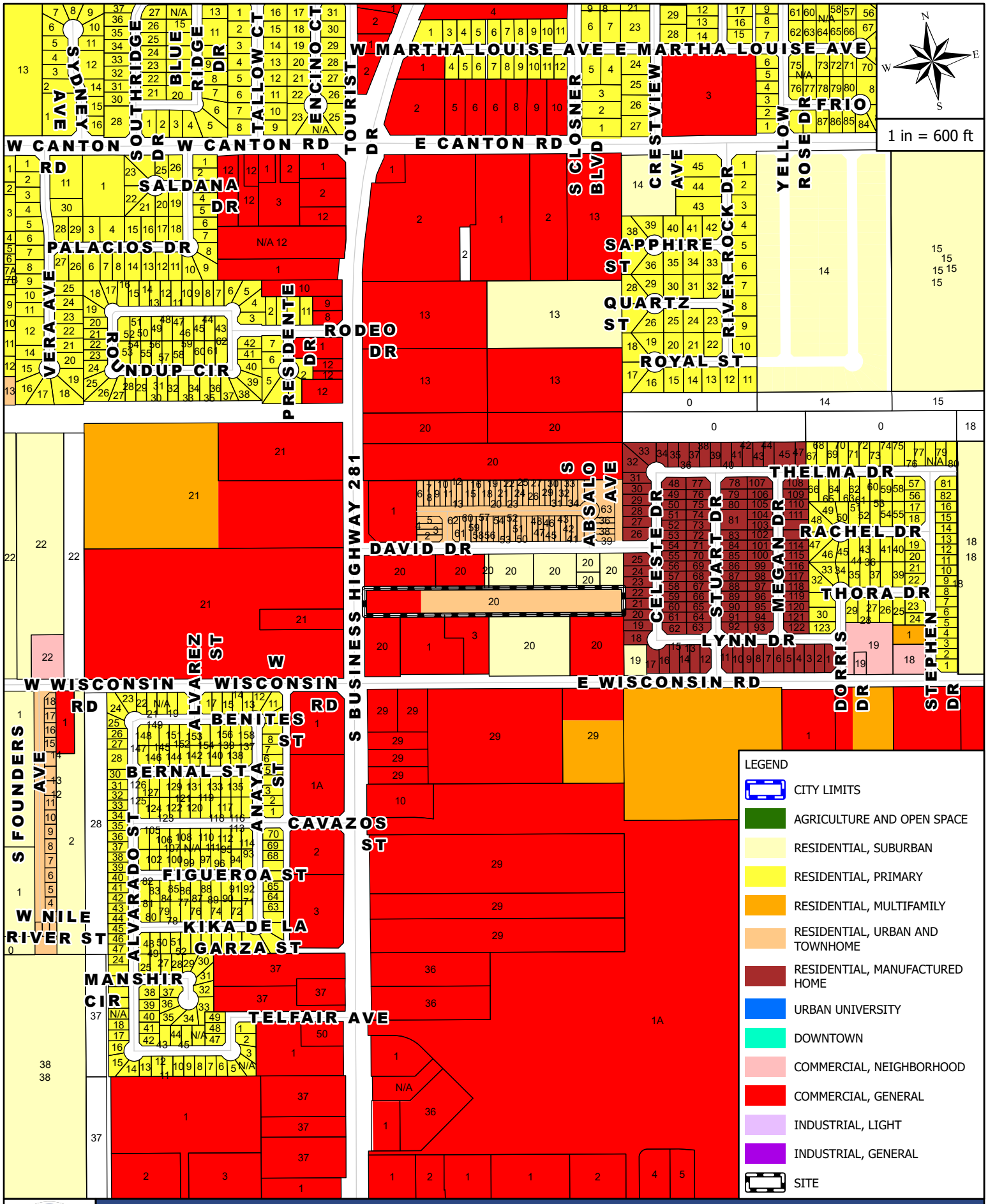
AERIAL MAP

3420 S BUSINESS HIGHWAY 281



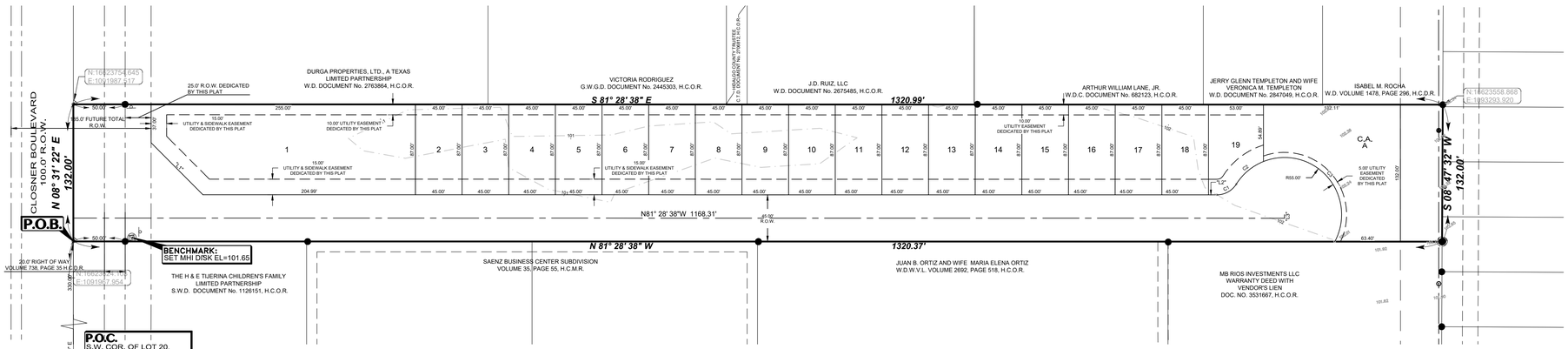
MAILOUT AND SITE MAP

3420 S BUSINESS HIGHWAY 281



ZONING MAP

3420 S BUSINESS HIGHWAY 281



MAP OF
MORNING STAR GARDENS SUBDIVISION

(PRIVATE SUBDIVISION)

BEING A SUBDIVISION OF A TRACT OF LAND CONTAINING 4.002 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING A PART OR PORTION OUT OF LOT 20, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS.

METES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 4.002 ACRES SITUATED IN THE COUNTY OF HIDALGO, TEXAS, BEING A PART OR PORTION OUT OF LOT 20, KELLY-PHARR SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133-134, HIDALGO COUNTY DEED RECORDS, SAID 4.002 ACRES WERE CONVEYED TO J. MUNIZ CONSTRUCTION, LLC., BY VIRTUE OF A WARRANTY DEED WITH VENDORS LIEN RECORDED UNDER DOCUMENT NUMBER 2802832, HIDALGO COUNTY OFFICIAL RECORDS, SAID 4.002 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 20[NORTHING: 16623296.58, EASTING: 1091919.22];

THENCE, N 08° 31' 22" E ALONG THE WEST LINE OF SAID LOT 20 AND WITHIN THE EXISTING RIGHT-OF-WAY OF CLOSNER BOULEVARD, A DISTANCE OF 330.00 TO A NAIL SET [NORTHING: 16623624.10, EASTING: 1091967.95]ON THE WEST LINE OF SAID LOT 20, FOR THE SOUTHWEST CORNER AND POINT OF BEGINNING OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, N 08° 31' 22" E ALONG THE WEST LINE OF SAID LOT 20 AND WITHIN THE RIGHT-OF-WAY OF CLOSNER BOULEVARD, A DISTANCE OF 132.00 FEET TO A NAIL SET [NORTHING: 16623754.645, EASTING: 1091987.517] ON THE WEST LINE OF SAID LOT 20, FOR THE NORTHWEST CORNER OF THIS TRACT;
2. THENCE, S 81° 28' 38" E AT A DISTANCE OF 50.00 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF CLOSNER BOULEVARD, CONTINUING A TOTAL DISTANCE OF 1,320.99 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16623558.868, EASTING: 1093293.920] ON THE WEST LINE OF WISCONSIN MOBILE HOME COMMUNITY SUBDIVISION PHASE I, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 34, PAGE 75, HIDALGO COUNTY MAP RECORDS, FOR THE NORTHEAST CORNER OF THIS TRACT;
3. THENCE, S 08° 47' 32" W ALONG THE WEST LINE OF SAID WISCONSIN MOBILE HOME COMMUNITY SUBDIVISION PHASE I, A DISTANCE OF 132.00 FEET TO A NO. 4 REBAR SET FOR THE SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 81° 28' 38" W AT A DISTANCE OF 1,270.37 FEET PASS A NO. 4 REBAR FOUND ON THE EXISTING EAST RIGHT-OF-WAY LINE OF CLOSNER BOULEVARD, CONTINUING A TOTAL DISTANCE OF 1,320.37 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.002 ACRES OF WHICH 0.152 OF ONE ACRE LIES WITHIN THE EXISTING RIGHT-OF-WAY OF CLOSNER BOULEVARD, LEAVING A NET OF 3.850 ACRES OF LAND, MORE OR LESS.

LEGEND

- FOUND No.4 REBAR
- FOUND PK NAIL
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT, INC
- SET NAIL

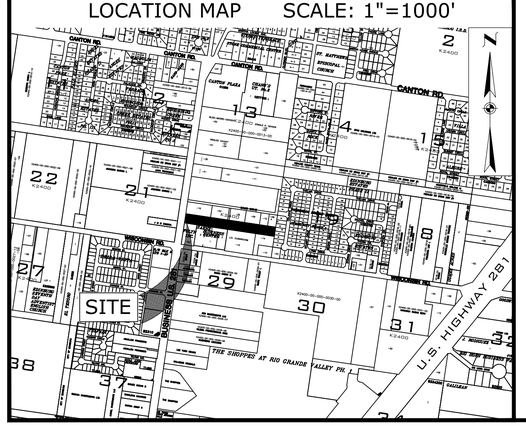
R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCING
S.W. COR. - SOUTHWEST CORNER
W.D. - WARRANTY DEED

Lot Area Table		
Lot #	SQ. FT.	Area
1	20934.57	0.481
2	3915.00	0.090
3	3915.00	0.090
4	3915.00	0.090
5	3915.00	0.090
6	3915.00	0.090
7	3914.97	0.090
8	3915.03	0.090
9	3915.00	0.090
10	3914.99	0.090
11	3915.01	0.090
12	3915.00	0.090
13	3915.00	0.090
14	3915.00	0.090
15	3915.00	0.090
16	3915.00	0.090
17	3914.99	0.090
18	3914.98	0.090
19	3936.34	0.090
C.A. A	12072.99	0.277

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	22.20'	22.00'	057° 49' 40"	N69° 36' 33"E'	21.27'	12.15
C2	34.70'	55.00'	036° 09' 04"	S58° 46' 15"W	34.13'	17.95
C3	134.28'	55.00'	139° 53' 17"	N33° 12' 35"W	103.33'	150.65

Line Table		
Line #	Direction	Length
"L1"	N 36° 28' 43" W	70.72'
"L2"	S 81° 28' 38" E	8.14'
"L3"	S 08° 31' 22" W	3.50'

LOCATION MAP SCALE: 1"=1000'



GENERAL PLAT NOTES AND RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
   FLOOD ZONE DESIGNATION: ZONE "X". (SHADED)
   ZONE "X" (SHADED) IS "AREAS OF 500-YEAR FLOOD. AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

   AS PER FLOOD PLAIN COMMUNITY- PANEL No. 480338 0030 E , MAP REVISED: JUNE 6, 2000. REVISED TO REFLECT LOMR MAY 14, 2001
2. THIS PROPERTY IS BEING PROPOSED AS ZONED AS RESIDENTIAL & COMMERCIAL
   RM - RESIDENTIAL, MULTIFAMILY& URBAN DISTRICT & COMMERCIAL, GENERAL DISTRICT.
3. LOT 1 TO BE A COMMERCIAL LOT
4. THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS, AS PER NAVD 88 (GEOID 2012B) SQUARE CUT TOP OF INLET ELEV. 94.83 N: 16631232.7400' E:1101551.6650'
5. MINIMUM SETBACKS SHALL BE AS FOLLOWS :
   RU-RESIDENTIAL, URBAN AND TOWNHOME
   FRONT: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   GARAGE: 18.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 5.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   CG-COMMERCIAL GENERAL
   FRONT: 25 FEET OR EASEMENT, WHICHEVER IS GRATER
   REAR: 10.00 FEET OR EASEMENT, WHICHEVER IS GREATER
   SIDE: 8.00 FEET OR EASEMENT, WHICHEVER IS GREATER
6. FINISH FLOOR ELEVATION SHALL BE MINIMUM OF 24" ABOVE THE ELEVATIONS OF THE LOWEST TOP OF CURB ELEVATIONS ADJACENT TO PROPERTY (COMMERCIAL).
7. FINISH FLOOR ELEVATIONS SHALL BE A MINIMUM OF 6" ABOVE THE ELEVATION OF THE LOWEST TOP OF CURB OR 12" FROM CENTER OF THE ROAD WHICH EVER IS GREATER (RESIDENTIAL).
8. SITE PLANS MUST BE SUBMITTED FOR CITY APPROVAL PRIOR TO ISSUANCE OF BUILDING PERMIT.
9. REQUIRED STORM SEWER RUNOFF DETENTION FOR THIS SUBDIVISION AS PER THE APPROVED DRAINAGE REPORT:
   30,481 CUBIC FEET (0.700 Ac. Ft.) TO BE PROVIDED ON PROPOSED DETENTION POND.
10. DETENTION PONDS MUST BE MAINTAINED BY THE HOME OWNERS ASSOCIATION AND NOT THE CITY OF EDINBURG.
11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18" MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.
12. THE ACCESS DRIVE SHALL ALWAYS BE OPEN TO EMERGENCY VEHICLES, PUBLIC AND PRIVATE UTILITY SERVICE PERSONNEL, THE U.S. POSTAL SERVICE AND GOVERNMENTAL EMPLOYEES IN PURSUIT OF THEIR OFFICIAL DUTIES.
13. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER PREVENTION PLAN (SW3P) REQUIREMENTS, EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORM WATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI-FAMILY CONSTRUCTION.
14. ALL COMMON ACCESS, PARKING AND LANDSCAPING AREAS WILL BE MAINTAINED BY THE LOT OWNERS.
15. SAID PROPERTY SHALL COMPLY WITH THE MOST CURRENT UNIFIED DEVELOPMENT CODE AND CITY OF EDINBURG REQUIRMENTS AND SPECIFICATIONS. SUCH REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, THE UNIFIED DEVELOPMENT CODE SETBACK BUFFER YARDS, FLOOR AREA RATIO, LANDSCAPING, SURFACE RATIO PARKING REQUIREMENTS FIRE PROTECTION OR ANY OTHER CITY REQUIREMENTS.
16. A 5-FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG DAVID RD & CLOSNER BOULEVARD BY DEVELOPER DURING SUBDIVISION CONSTRUCTION. LOT OWNER WILL BE RESPONSIBLE FOR 5 FOOT SIDEWALK AND ADA RAMPS AS PER CITY OF EDINBURG STANDARDS AT BUILDING PERMITS.
17. ALL LOT CORNERS SET 1/2" IRON RODS OR AS NOTED.
18. OUTPARCEL "A" SHALL BE USED FOR THE PURPOSE OF DRAINAGE DETENTION FOR MORNING STAR GARDENS SUBDIVISION ONLY AND CANNOT BE EXCHANGED OR CONVEYED OWNERSHIP; MUST BE FURNISHED AND MAINTAINED BY THE SUBDIVISION DEVELOPER UNTIL A HOME OWNER'S ASSOCIATION IS ESTABLISHED.
19. DRAINAGE EASEMENTS AT OUTPARCEL "A" SHALL BE USED ONLY FOR DETENTION POND MAINTENANCE, NO TEMPORARY OR PERMANENT OR FENCING OF ANY KIND WILL BE ALLOWED.
20. PURSUANT TO APPLICABLE FIRE SAFETY REGULATIONS, THE INSTALLATION OF ADDITIONAL FIRE HYDRANTS, FIRE DEPARTMENT ACCESS ROAD(S), FIRE RATED CONSTRUCTION, AND OTHER FIRE PROTECTION EQUIPMENT MAY BE MANDATED DURING THE SITE PLAN OR BUILDING PERMIT PROCESS.
21. ALL LOTS SHALL BE GRADED TO PROVIDE POSITIVE DRAINAGE TO FRONT OF THE LOT AT A MINIMUM SLOP OF 1%.
22. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. EROSION AND SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORM ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT.
23. THE DEVELOPER SHALL BE RESPONSIBLE FOR DETAINING AND ACCOMMODATING MORE THAN THE DETAINED VOLUME SHOWN ON THIS PLAT IF IT IS DETERMINED, AT THE PERMIT STAGE, THAT THE DETENTION REQUIREMENTS ARE GREATER THAN STATED ON THIS PLAT DUE TO IMPERVIOUS AREA BEING GREATER THAN THE PLAT ENGINEER CONSIDERED IN THE HYDRAULIC CALCULATIONS FOR THIS SUBDIVISION.
24. PARKLAND FEES $600.00 PER RESIDENCE, $300.00 (50%) PAID BY DEVELOPER PER DWELLING UNIT AND THE REMAINDER $300.00 WILL BE PAID BY THE BUILDER AT BUILDING PERMIT STAGE.

HIDALGO COUNTY IRRIGATION DISTRICT No. 2

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2

ON THIS THE _____ DAY OF _____ 20 ____.

NO IMPROVEMENTS OF ANY (INCLUDING WITHOUT LIMITATION, TREES, FENCES AND BUILDING) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT No. 2 RIGHTS OF WAY OR EASEMENTS.

_____ ATTEST: _____
PRESIDENT SECRETARY

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

_____ _____
MAYOR, CITY OF EDINBURG DATE

_____ _____
CITY SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I/WE, THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MORNING STAR GARDENS SUBDIVISION TO THE CITY OF EDINBURG, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE FEE TITLE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES, AND SUCH OTHER USES AS THE CITY DESIRES TO MAKE OF SAID PROPERTY THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

SHALOM MEDIA USA INC
211 E WISCONSIN RD
EDINBURG, TEXAS 78839

_____ _____
TOBY RAJU MANIMALETH, PRESIDENT DATE

_____ _____
SIBI AUGUSTINE, SECRETARY DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED TOBY RAJU MANIMALETH, AND PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ , 2025.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED SIBI AUGUSTINE, AND PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME, FIRST DULLY SWORN AND DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREBY EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____ , 2025.

_____
NOTARY PUBLIC IN THE STATE OF TEXAS
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

FOR PRELIMINARY REVIEW ONLY

MARIO A. REYNA P.E. #117368 DATE:
DATE PREPARED: 04-05-2025
ENGINEERING JOB No. 25053.00

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR, IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE HEREIN PRESENTED PLAT AND DESCRIPTION OF MORNING STAR GARDENS SUBDIVISION , WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 08/09/2018 , AND THAT IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

FOR PRELIMINARY REVIEW ONLY

ROBERTO N. TAMEZ, R.P.L.S. # 6238 DATE:
DATE SURVEYED: 08-09-2018
T-1065, PAGE. 39-40
SURVEYING JOB No. 18150.08

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

_____ _____
RAUL E. SESIN, P.E., C.F.M. DATE
GENERAL MANAGER

"I, THE UNDERSIGNED, CHAIRPERSON OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THE SUBDIVISION PLAT KNOWN AS MORNING STAR GARDENS SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN

APPROVED FOR RECORDING ON THIS THE _____ DAY OF _____, 2025.

_____
CHAIRPERSON
PLANNING AND ZONING COMMISSION

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM

INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900
TBPE No. F-1435

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	SIBI AUGUSTINE TOBY MANIMALETH	211 E. WISCONSIN RD	EDINBURG, TX 78539	C/O 956-381-0981	C/O 956-381-1839
ENGINEER:	MARIO A. REYNA, P.E.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839
SURVEYOR:	ROBERTO N. TAMEZ, R.P.L.S.	115 W. McINTYRE	EDINBURG, TX 78541	(956) 381-0981	(956) 381-1839

DRAWN BY: A.D. DATE 04-05-2025
REVISED BY: _____ DATE _____
SURVEYED, CHECKED _____ DATE _____
FINAL CHECK _____ DATE _____

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
VARIANCES
Agenda Item No: 11.C.
Subdivision Variance Request - Melden & Hunt, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.206, Lots, B. Required Lot Frontage, for the Replat of Lot 1, Tru Subdivision, Being a 6.593-Acre tract of Land, All of Lot 1, According to the Plat Thereof Recorded in Instrument Number 2906740, Hidalgo County Map Records, Located at 409 W. Trenton Road, as Requested by Melden & Hunt, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on the north side of W. Trenton Road approximately 772 feet west of S. Business Highway 281 and is within the City of Edinburg, city limits. The proposed development consists of 2 commercial lots and 19 single-family residential townhome lots. A rezoning request for the single-family use has not been obtained and is required to proceed in the subdivision process. Melden & Hunt, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 5, Section 5.206, Lots

This requested variance is to Article 5, Section 5.206, Lots, B. Required Lot Frontage as it applies to the requirement for lot frontage. UDC states every lot shall have frontage along the right-of-way lines of a street. The developer is requesting to access the lots through a recorded 40 ft. common access & utility easement and not a right-of-way.

On April 23, 2026, the Planning and Zoning Commission recommended, with a unanimous vote of 6-0, to deny the Variance Request.

3. **Staff's Recommendation:**
Staff recommends denial of the variance request. Staff recommends the applicant comply with the requirements of the City of Edinburg Unified Development Code.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments

ARTICLE 5 - SUBDIVISION STANDARDS

Division 5.200, Subdivision Design Standards

Sec. 5.206, Lots

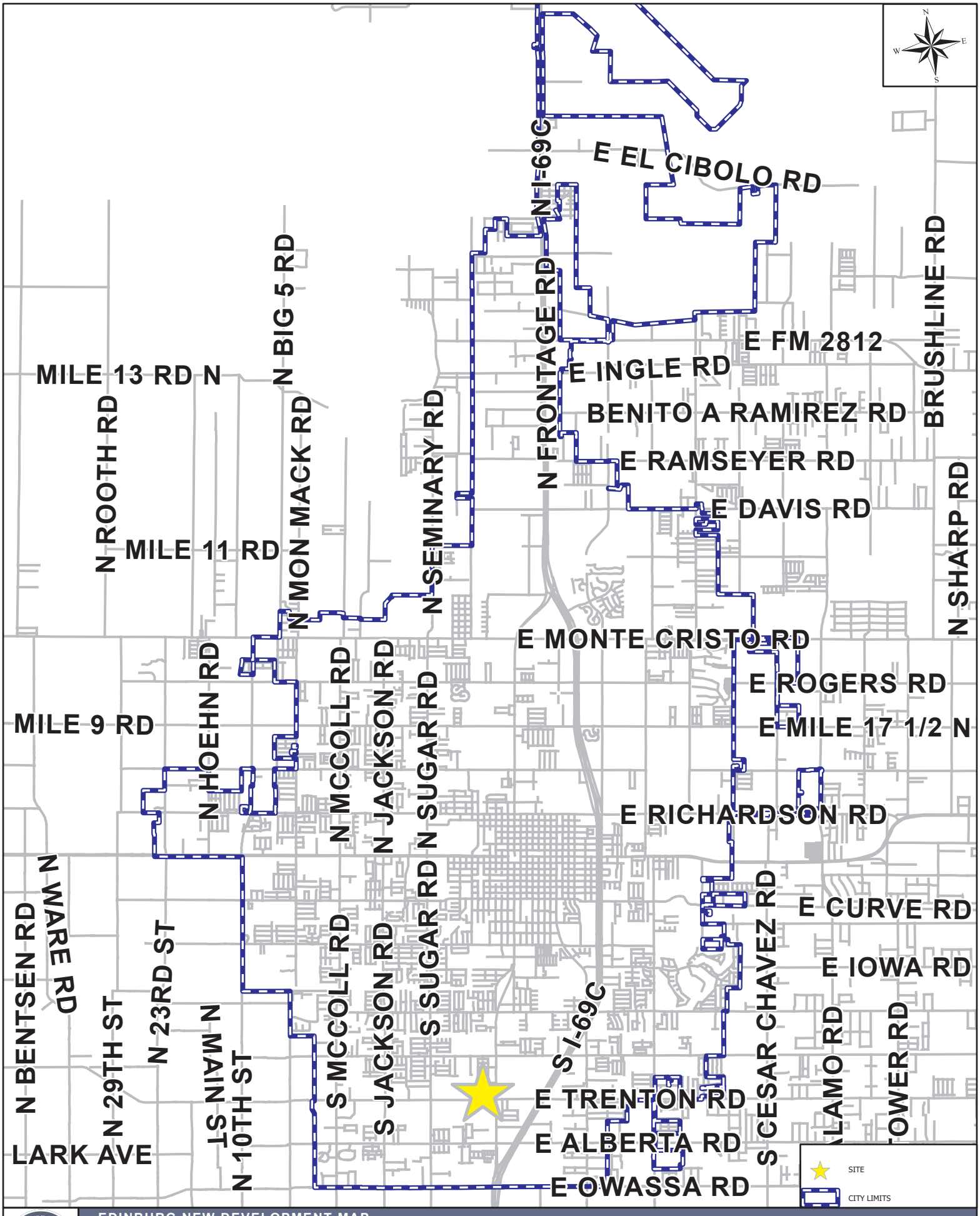
Subdivision plats and development plats shall provide for well-proportioned and oriented lots that relate to adjacent streets and open spaces as provided in this Section.

A. Lot pattern.

1. The arrangement of lots shall preserve and be sensitive to the natural features of the property, including its topographic features or other unique conditions.
2. An awkward and irrational pattern of lots and individual lot shapes shall be avoided. No remnants or landlocked spaces without access to the vehicular/pedestrian circulation system shall be proposed.
3. Lots within a grid or comparable arrangement of streets shall be as close to rectangular as practicable, with the narrow side fronting the minor street, as feasible.
4. Where topography, natural resources, or property shape make normal lot configurations difficult, common drives, panhandle lots, or shared easements may be provided.

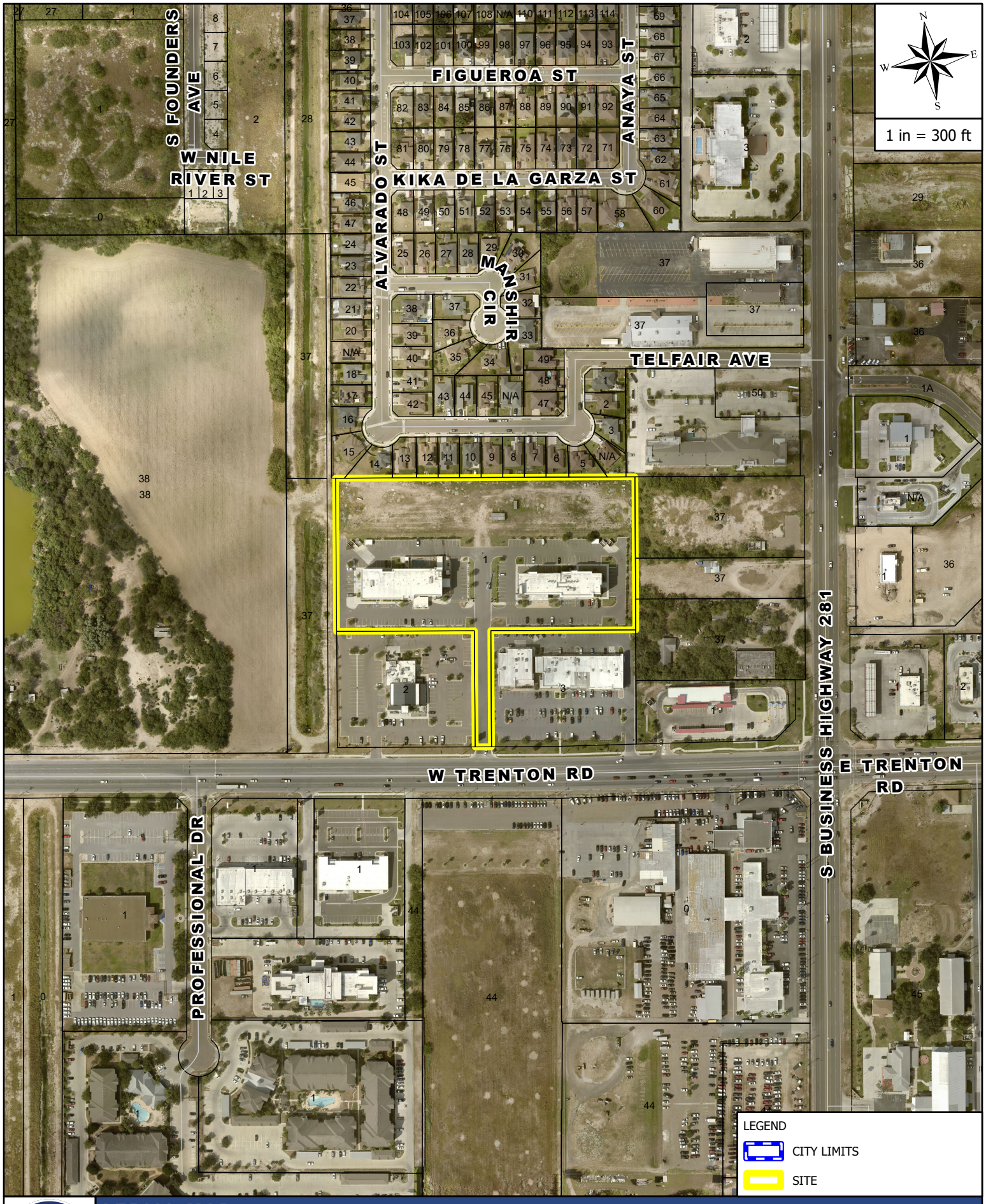
B. Required Lot Frontage.

1. Every lot shall have frontage along the right-of-way lines of a street.
2. Residential lots (except multifamily) within a new subdivision shall not front on streets with functional classifications of collector or higher. However, they may face such streets if:
   a. They are accessed by alleys and off-street parking is accessed via side streets; or
   b. They are accessed by a common access easement, which may run parallel to the arterial or collector, provided that the required street bufferyard (see Section 4.204, *Bufferyards*) is located between the access easement and the right-of-way of the arterial or collector instead of on the residential lots themselves. No walls shall be required in said street bufferyard.
3. The minimum lot frontage shall be the same as the required minimum lot width, unless the street is a curvilinear street or cul-de-sac and the irregular lots assist in achieving other design objectives. However, no frontage shall be less than that



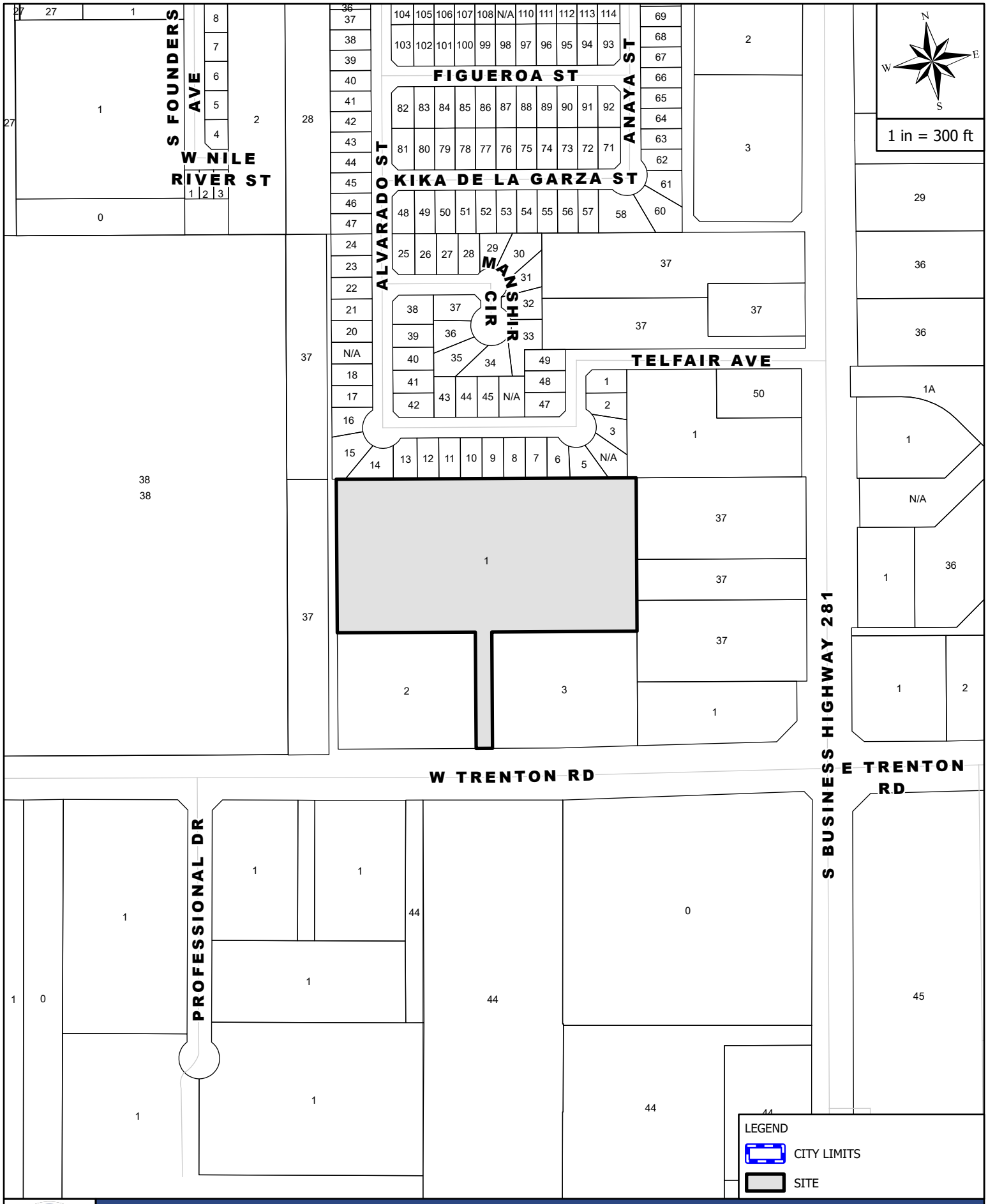
EDINBURG NEW DEVELOPMENT MAP

409 W TRENTON RD



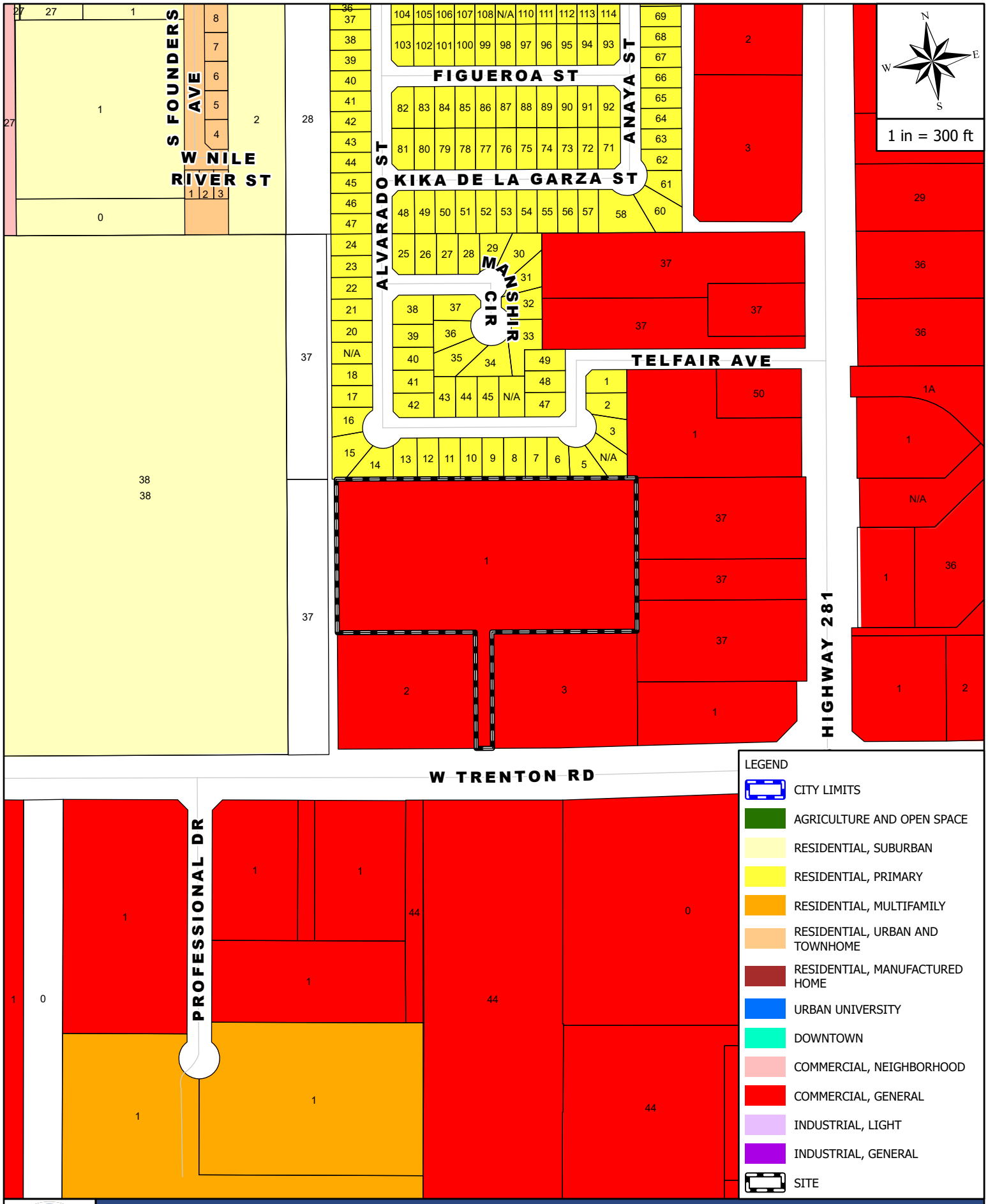
AERIAL MAP

409 W TRENTON RD



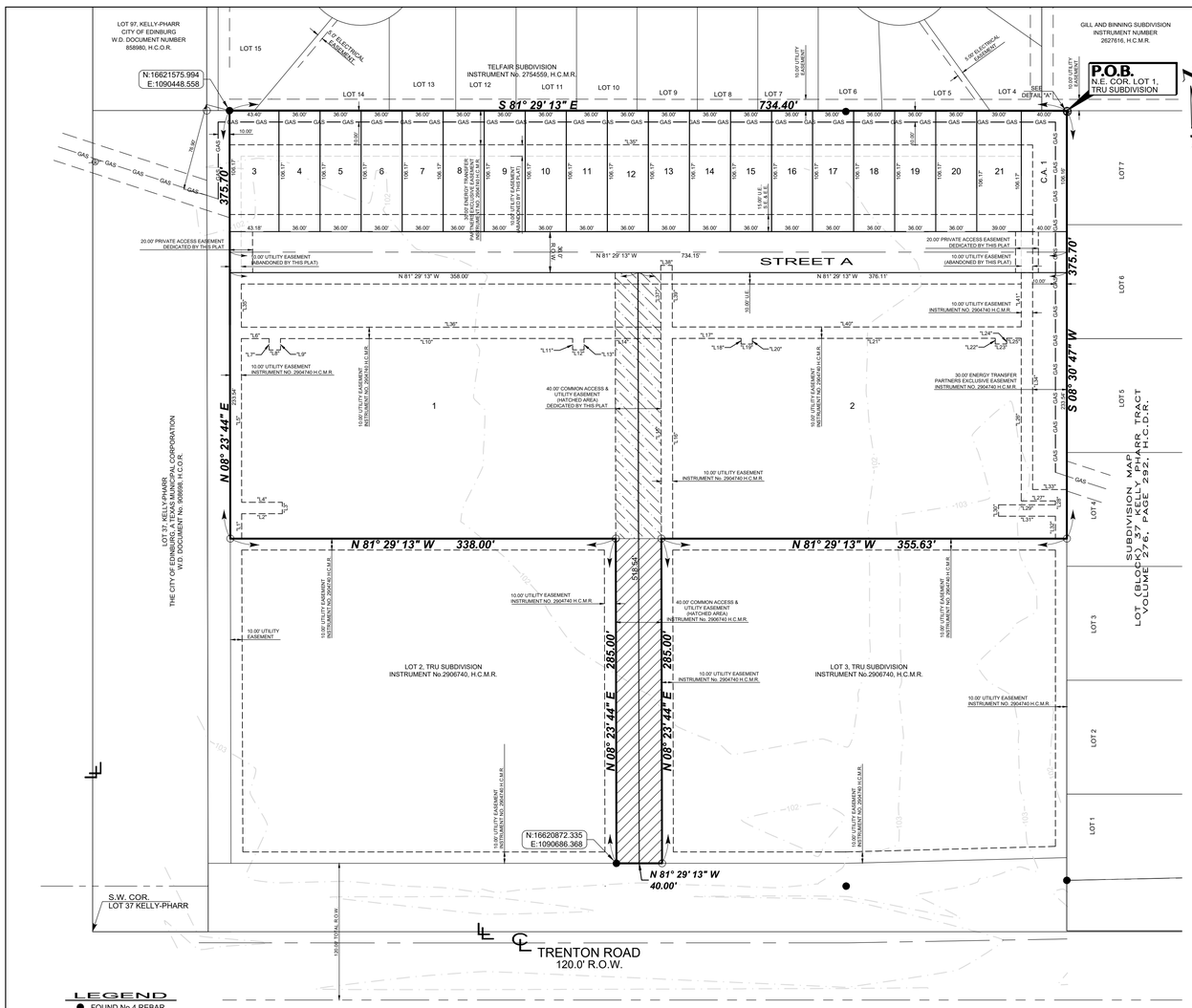
MAILOUT AND SITE MAP

409 W TRENTON RD



ZONING MAP

409 W TRENTON RD



SCALE:1" = 50'

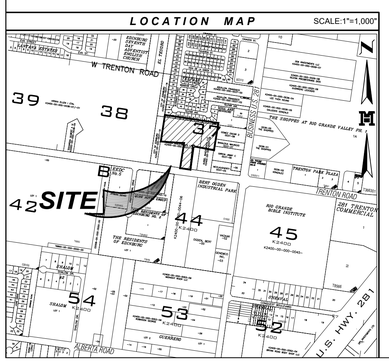
BEARING BASIS AS PER TEXAS STATE COORDINATE SYSTEM OF 1983, SOUTH ZONE (4205), FEET, NAD 83 AS PER NAVD 88 (GEOID 2003)

LEGEND

- FOUND No.4 REBAR
- FOUND 4" STEEL POST
- SET No.4 REBAR WITH PLASTIC CAP STAMPED MELDEN & HUNT

R.O.W. - RIGHT OF WAY
H.C.M.R. - HIDALGO COUNTY MAP RECORDS
H.C.D.R. - HIDALGO COUNTY DEED RECORDS
H.C.O.R. - HIDALGO COUNTY OFFICIAL RECORDS
S.W. COR. - SOUTHWEST CORNER
P.O.B. - POINT OF BEGINNING
W.D. - WARRANTY DEED
N.T.S. - NOT TO SCALE
U.E. - UTILITY EASEMENT
S.E. - SIDEWALK EASEMENT
E.E. - ELECTRICAL EASEMENT
- CENTER LINE
- LOT LINE
GAS - GAS LINE
- EXISTING ACCESS AREA
- PROPOSED ACCESS AREA

LOCATION MAP SCALE:1"=1,000'



Easement Lines		
Line #	Length	Direction
"L1"	21.87'	N08° 23' 44"E
"L2"	35.61'	S81° 36' 16"E
"L3"	10.00'	N08° 23' 44"E
"L4"	35.61'	N81° 36' 16"W
"L5"	143.69'	N08° 23' 44"E
"L6"	24.28'	S81° 31' 12"E
"L7"	10.00'	S08° 25' 57"W
"L8"	10.00'	S81° 31' 12"E
"L9"	10.00'	N08° 25' 57"E
"L10"	256.30'	S81° 31' 12"E
"L11"	10.00'	S08° 30' 33"W
"L12"	10.00'	S81° 31' 12"E
"L13"	10.00'	N08° 30' 33"E
"L14"	67.41'	S81° 31' 12"E
"L15"	185.80'	S08° 23' 44"W
"L16"	175.79'	N08° 23' 44"E
"L17"	60.28'	S81° 31' 12"E
"L18"	5.00'	S08° 30' 33"W
"L19"	10.00'	S81° 31' 12"E
"L20"	5.00'	N08° 30' 33"E
"L21"	212.92'	S81° 31' 12"E
"L22"	5.00'	S08° 30' 33"W

Easement Lines		
Line #	Length	Direction
"L23"	10.00'	S81° 31' 12"E
"L24"	5.00'	N08° 30' 33"E
"L25"	12.79'	S81° 31' 12"E
"L26"	142.83'	S08° 30' 47"W
"L27"	30.00'	S81° 29' 13"E
"L28"	3.35'	S08° 30' 47"W
"L29"	49.85'	N81° 29' 13"W
"L30"	10.00'	S08° 30' 47"W
"L31"	49.85'	S81° 29' 13"E
"L32"	19.78'	S08° 30' 47"W
"L33"	30.00'	N81° 29' 13"W
"L34"	190.41'	S08° 30' 47"W
"L35"	37.97'	S08° 23' 44"W
"L36"	368.00'	S81° 31' 12"E
"L37"	54.11'	N08° 23' 44"E
"L38"	10.00'	S81° 36' 16"E
"L39"	54.13'	S08° 23' 44"W
"L40"	306.01'	S81° 31' 12"E
"L41"	47.57'	N08° 30' 47"E

GENERAL NOTES:

1. FLOOD ZONE "X" SHADED IS DEFINED AS "AREAS OF 500-YEAR FLOOD; AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE ARES LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD. COMMUNITY PANEL NO. 480338 0030 E, MAP REVISED JUNE 6, 2000 FUTHER REVISED MAY 14, 2001 LOMR.
2. MINIMUM FINISH FLOOR SHALL BE 18" ABOVE TOP OF CURB.
3. SETBACKS AND BUFFER YARDS, SHALL COMPLY WITH THE CITY OF EDINBURG UNIFIED CODE REQUIREMENTS FOR COMMERCIAL, GENERAL (CG) DISTRICT OR GREATER FOR EASEMENT WHICHEVER IS GREATER.
4. BENCH MARK: IS LOCATED ON A SQUARE CUT ON A CURB INLET ALONG TRENTON ROAD 31 FEET EAST OF THE NORTHEAST CORNER OF THIS LOT. NORTHING: 16620823.196, EASTING: 1090266.583, ELEV.=104.01
5. IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No.1 AND HIDALGO COUNTY DRAINAGE REQUIREMENTS, THIS DEVELOPMENT IS REQUIRED TO DETAIN A TOTAL OF 74.069.00 C.F (1.700 AC.-FT.) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS STATED IN THE DRAINAGE REPORT.
6. ALL BEARINGS AND DISTANCES ARE BASED ON GRID COORDINATES.
7. MAINTENANCE OF ALL NON PUBLIC IMPROVEMENTS ARE RESPONSIBILITY OF THE BUSINESS ASSOCIATION OR INDIVIDUAL OWNER.
8. NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS, GAS EASEMENTS, IRRIGATION EASEMENTS AND LOT LINES.
9. PROPOSED DETENTION AREAS SHALL BE MAINTAINED BY OWNER.
10. ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS.
11. ADDITIONAL FIRE HYDRANTS MAY BE REQUIRED AT BUILDING PERMIT STAGE.

REPLAT OF

LOT 1 TRU SUBDIVISION

6.593 ACRES BEING ALL OF LOT 1,
TRU SUBDIVISION
INSTRUMENT 2906740, H.C.M.R.
CITY OF EDINBURG
HIDALGO COUNTY, TEXAS

METES AND BOUNDS:

A TRACT OF LAND CONTAINING 6.593 ACRES SITUATED IN THE CITY OF EDINBURG, HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 1, TRU SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2906740, HIDALGO COUNTY MAP RECORDS, SAID 6.593 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A NO. 4 REBAR SET AT THE NORTHEAST CORNER OF SAID LOT 1, FOR THE NORTHEAST CORNER OF THIS HEREIN DESCRIBED TRACT;

1. THENCE, S 08° 30' 47" W ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 375.70 FEET TO A NO. 4 REBAR SET ON THE NORTHERNMOST SOUTHEAST CORNER OF SAID LOT 1, FOR THE NORTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
2. THENCE, N 81° 29' 13" W ALONG A LINE OF SAID LOT 1, A DISTANCE OF 355.63 FEET TO A NO. 4 REBAR SET ON AN INSIDE CORNER OF SAID LOT 1, FOR AN INSIDE CORNER OF THIS TRACT;
3. THENCE, S 08° 23' 44" W ALONG AN EAST LINE OF SAID LOT 1, A DISTANCE OF 285.00 FEET TO A NO. 4 REBAR SET ON THE SOUTHERNMOST SOUTHEAST CORNER OF SAID LOT 1, FOR THE SOUTHERNMOST SOUTHEAST CORNER OF THIS TRACT;
4. THENCE, N 81° 29' 13" W ALONG THE SOUTH LINE OF SAID LOT 1 AND THE NORTH RIGHT-OF-WAY LINE OF TRENTON ROAD, A DISTANCE OF 40.00 FEET TO A NO. 4 REBAR FOUND (NORTHING: 16620872.335, EASTING: 1090686.368] ON THE SOUTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE SOUTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
5. THENCE, N 08° 23' 44" E ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 285.00 FEET TO A NO. 4 REBAR SET ON AN INSIDE CORNER OF SAID LOT 1, FOR AN INSIDE CORNER OF THIS TRACT;
6. THENCE, N 81° 29' 13" W ALONG A LINE OF SAID LOT 1, A DISTANCE OF 338.00 FEET TO A NO. 4 REBAR SET ON THE NORTHERNMOST SOUTHWEST CORNER OF SAID LOT 1, FOR THE NORTHERNMOST SOUTHWEST CORNER OF THIS TRACT;
7. THENCE, N 08° 23' 44" E ALONG A WEST LINE OF SAID LOT 1, A DISTANCE OF 375.70 FEET TO A NO. 4 REBAR FOUND [NORTHING: 16621575.994, EASTING: 1090448.558] ON THE NORTHWEST CORNER OF SAID LOT 1, FOR THE NORTHWEST CORNER OF THIS TRACT;
8. THENCE, S 81° 29' 13" E ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 734.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 6.593 ACRES OF LAND, MORE OR LESS.

Lot Area Table		
Lot #	SQ. FT,	Area
1	89305.62	2.050
2	93478.62	2.146
3	4596.09	0.106
4	3822.01	0.088
5	3822.01	0.088
6	3822.01	0.088
7	3822.01	0.088
8	3822.01	0.088
9	3822.01	0.088
10	3822.01	0.088
11	3822.01	0.088
12	3822.01	0.088
13	3822.01	0.088
14	3822.01	0.088
15	3822.01	0.088
16	3822.01	0.088
17	3822.01	0.088
18	3822.01	0.088
19	3822.01	0.088
20	3822.01	0.088
21	4140.51	0.095
C.A. 1	4246.68	0.097

STATE OF TEXAS
COUNTY OF HIDALGO

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO.1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE §49.211 (C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS/HER ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT No. 1

RAUL E. SESIN, P.E., C.F.M. DATE:
GENERAL MANAGER

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT No. 2 ON THIS,

THE _____ DAY OF _____, 20 ___.

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION, TREES, FENCES, AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT #2 RIGHT-OF-WAYS OR EASEMENTS.

PRESIDENT SECRETARY

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED AS REPLAT OF LOT 1 TRU SUBDIVISION DO HEREBY GRANT AN EASEMENT TO THE CITY OF EDINBURG, TEXAS, AND THOSE WHOSE MAY NOW OR HERAFTER HOLD FRANCHISE UNDER SAID CITY, THE PRIVATE ACCESS, STREET LIGHTS, TRAFFIC CONTROL DEVICES, SIDEWALKS AND OTHER IMPROVEMENTS AND EASEMENTS THEREON SHOWN, SURFACE USE OF THE STREET AND ALLEYS IS RESTRICTED TO THE EMPLOYEES OR AGENTS OF THE CITY OF EDINBURG. EMPLOYEES OF UTILITIES OPERATING UNDER FRANCHISE TO THE CITY OF EDINBURG AND RESIDENTS OF THE SUBDIVISION AND THEIR GUEST.

RESACA INVESTMENTS, LTD
VINOD K. KASAN, PRESIDENT
312 W. NOLANA LOOP,
PHARR, TX, 78577

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SHAVI MAHTANI KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20 __.

NOTARY PUBLIC, COUNTY,
MY COMMISSION EXPIRES:

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED VINOD K. KASAN KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 20 __.

NOTARY PUBLIC, COUNTY,
MY COMMISSION EXPIRES:

I, _____, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS MINOR PLAT REPLAT EDINBURG PLAZA SUBDIVISION CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS, THE _____ DAY OF _____, 20 ___WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR/PLANNING AND ZONING DEPARTMENT DIRECTOR

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, MARIO A. REYNA, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION OF THE LANDS HEREON DESCRIBED.

MELDEN & HUNT, INC.
TEXAS REGISTRATION F-1435

MARIO A. REYNA, RPE # 117368 DATE:
DATE SURVEYED: 12-14-16
JOB No. 25111.00

STATE OF TEXAS
COUNTY OF HIDALGO

I, ROBERTO N. TAMEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE_____DAY OF_____20_____.

ROBERTO N. TAMEZ, PROFESSIONAL LAND SURVEYOR No.6238
STATE OF TEXAS

DATE SURVEYED: 12/14/2016
SURVEY JOB # 16142.08

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____AT_____ AM/PM
INSTRUMENT NUMBER_____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY:_____ DEPUTY

MELDEN & HUNT INC.
CONSULTANTS • ENGINEERS • SURVEYORS
115 W. McINTYRE - EDINBURG, TX 78541
PH: (956) 381-0981 - FAX: (956) 381-1839
ESTABLISHED 1947 - www.meldenandhunt.com
TBPLS No. 10096900

DRAWN BY: J.L.G. DATE: 07/08/25.
SURVEYED, CHECKED_____DATE: _____.
FINAL CHECK _____ DATE: _____.

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
VARIANCES
Agenda Item No: 11.D.
Subdivision Variance Request - RGValley Properties, LLC

1. **Agenda Item:**
Consider Variance Requests to the City's Unified Development Code, Article 5, Subdivision Standards, Section 5.102 Applicability and Article 5, Section 5.210, Utilities, E.) Sanitary Sewers, 2. Requirements for Sanitary Sewer, Being Four Tracts of Land, Being All of Lot 12, Monte Cristo Heights, Hidalgo County, Texas, Located at 1008 Monte Cristo Heights Rd., as Requested by Erica D. Nava on Behalf of RGValley Properties, LLC. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on Monte Cristo Heights Rd. and 3,375 ft. west of North I-69C and is within the City of Edinburg, City Limits. The 17.52-acre tract of land is currently vacant. The applicant submitted a rezoning request for agricultural use on November 25, 2025, and was approved by City Council on February 3, 2026. The applicant came in person to request a Certificate of Compliance and they did not meet the requirements. The applicant is requesting to install a manufactured home. As well as not to extend the sewer line and not subdivide as required by the Unified Development Code.

This property has a total frontage of approximately 50 feet along Monte Cristo Heights Road and a depth of approximately 774.90 for a total area of approximately 17.52 acres. Currently, the property sits vacant. The applicant wants to utilize the property for single-family residential use. Erica D. Nava is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Section 5.210 Utilities-E-2
This requested variance is to Article 5, Section 5.210 as it applies to the requirements for sanitary sewer. The developer is requesting not to connect to the sanitary sewer. UDC Section 5.210-E-2 states that all developments shall make provision for water, sewer, stormwater, electric, telephone, and other public and/or private utilities available to City residents.

Variance Request: Article 5, Subdivision Standards, Section 5.102, Applicability
Article 5, Subdivision Standards, Section 5.102, Applicability of the Unified Development Code states no development shall commence, nor shall any building permit, utility connection permit, electrical connection permit, or similar permit be issued, for any development or land division subject to this Article, until a plat has been approved and submitted to the City for filing at the County. The City of Edinburg Unified Development Code has a section providing the exemption from platting under certain provisions as stated below:

City Only. The following situations do not require a plant in the city limits:

a. Large Parcels. A division of land into parcels that are greater than five acres, where each parcel has access to a public right-of-way and no public improvements will be dedicated. (Local Government Code, Section 212.004(a);

b. No Development. Sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision, or alteration is occurring; c. Cemeteries. Existing cemeteries complying with all state and local laws and regulations;

d. Family Partitions. A family partition as provided in Subsection E, Lot Partitions for Family Members, below;

e. City-Owned Property. City-owned property is exempt from the requirements of filing a subdivision plat, provided that any development on such property is for public use and reviewed and approved by the City Manager to ensure that:

i. The development of the property meets all applicable infrastructure requirements; and

ii. The map of the property in question is recorded in the Hidalgo County Clerk's Office.

f. Court Orders. Divisions of land created by a court order unless the owner of a court-subdivided parcel seeks further subdivision; or

g. Older Properties.

i. It is demonstrated that none of the following conditions existed with respect to the use or legal description of the subject property prior to March 9, 1987:

1. The boundaries of the subject property have not changed except for changes resulting from public improvements and were identified by metes and bounds; or

2. A building was in existence on the subject property; or

3. The subject property was legally or functionally subdivided, either by recorded plat or by actual occupancy and use; and

ii. The subject property has frontage on an existing publicly dedicated and accepted road; and

iii. It is demonstrated that water service is available to the subject property by a public water supply approved by the Texas Department of Health. Such demonstration shall include:

1. A survey of the property; and

2. A letter of commitment from a public water supplier agreeing to supply the subject property

On May 14, 2026, the Planning and Zoning Commission recommended with a unanimous vote of 6-0 to approve the Variance Request.

3. <u>Staff's Recommendation:</u>

Staff recommends denial of the variance requests. Staff recommends the applicant comply with the requirements of the City of Edinburg Unified Development Code.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

<u>Attachments:</u>

A. City Council Agenda Packet Attachments

Sec. 5.210, Utilities

All developments shall make provision for water, sewer, stormwater, electric, telephone, and other public and/or private utilities available to City residents. Where on-site water and sewer are permitted by the Hidalgo County Health Department., Residential Use District Standards, on-site systems will satisfy this requirement. All drainage and utilities shall be efficiently and unobtrusively integrated into the design and shall avoid off-site impacts.

A. **Capacity.** Where a development is part of a larger parcel of land, the City shall require the capacity of facilities to be adequate to serve the entire property to the extent that the capacity is matched to that of the lines that it extends.

B. **Potable Water Line Loops.** Potable water lines shall be looped and shall have a secondary feed to the potable water supply.

C. **Interceptors.** Where an interceptor is to be extended through the area being developed, the landowner shall provide the needed easements. The applicant shall pay its proportionate fair share of the cost of the construction of the interceptor, or enter into a participation agreement pursuant to Section 5.211.B, *Responsibility for Payment of On-Site and Off-Site Installation Costs*.

D. **Common Use Easements.** Wherever possible, the City shall require compatible utilities to share easements. See Section 5.207, *Easements*.

E. **Sanitary Sewers**.

1. *Public Sanitary Systems*. All uses shall be required to be served by public sanitary sewer systems, except for permitted uses in the AO District, which are permitted to use on-site systems. The presence of adequate public sanitary sewer capacity shall be certified by the City Engineer and/or Utility Director. Construction shall be approved by the City Engineer, or a designee, unless on-site systems are permitted by this Section for specific conditions.

2. *Requirements for Sanitary Sewer*.

    a. Lots of record on the effective date of this Code shall be allowed to use on-site systems, provided that the lot is not within 400 feet of a reasonably accessible sewer system. Lots of record that are located within 400 feet of a reasonably accessible sewer system shall connect to the system at the earliest of:

        i. The time a building permit is applied for;

        ii. A change in the use of a structure or land use;

        iii. A septic tank on the lot fails; or

        iv. An addition is made to existing structure on the lot.

Sec. 5.102, Applicability

A. Generally. No development shall commence, nor shall any building permit, utility connection permit, electrical connection permit, or similar permit be issued, for any development or land division subject to this Article, until a plat has been approved and submitted to the City for filing at the County. However, the City shall not require building permits or otherwise enforce the City's Building Code in the City's extraterritorial jurisdiction in relation to any plat required by this Code unless the development is connected to city utilities, or upon request by a developer or builder and upon coordination with County authority.

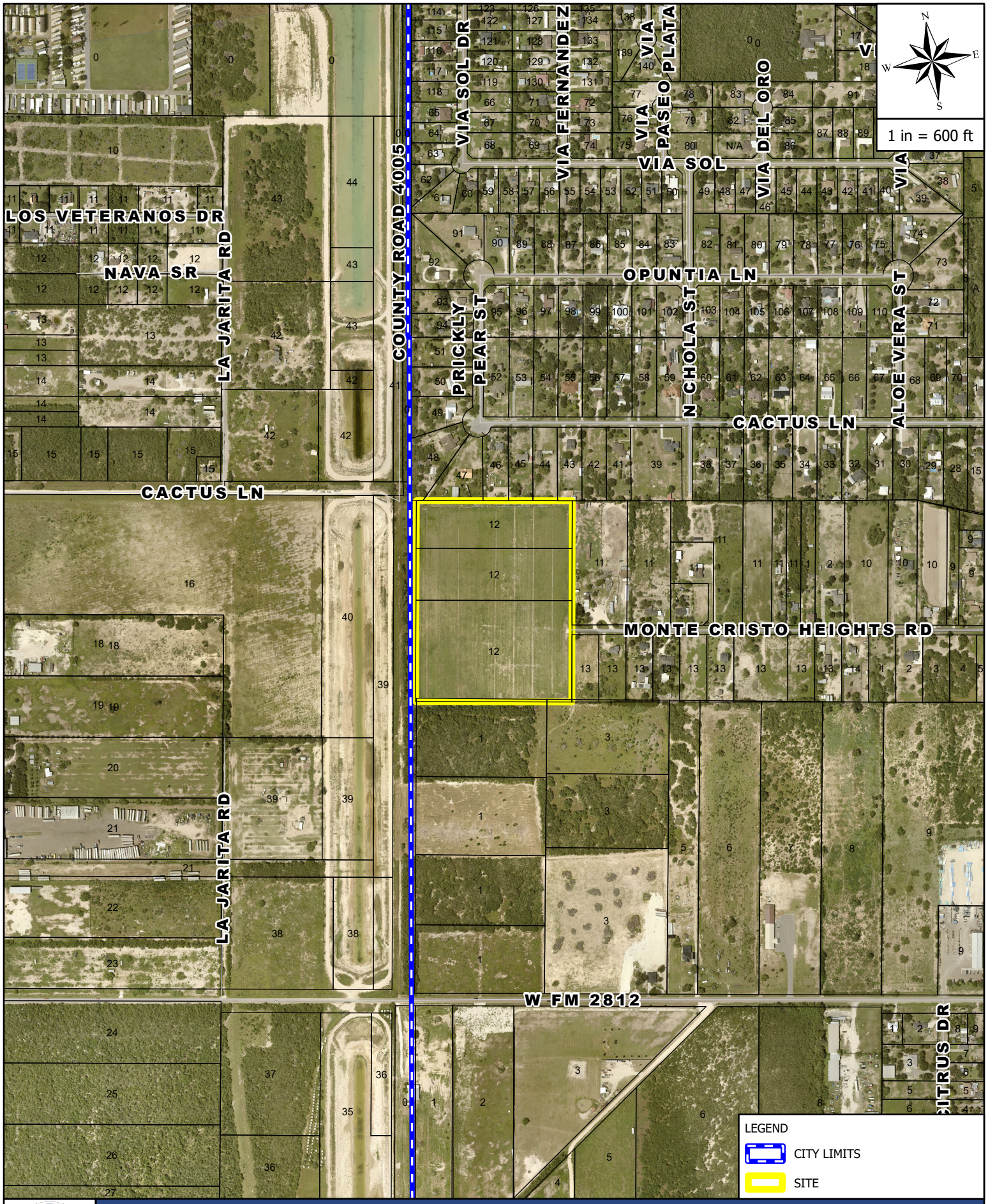
B. Requirement to Plat. Except as set forth in Subsection D, *Exemption from Platting*, below, the owner or owners of a tract of land within the City limits or in the ETJ who divides the land into two or more parts shall have a plat of the subdivision prepared in accordance with the Texas Local Government Code, Title 7, Chapter 212.004. Plats within the extraterritorial jurisdiction shall also come under the authority, review, and approval of the Hidalgo County Commissioners Court in accordance with Chapter 232 of the Texas Local Government Code.

C. Compliance with UDC Required to Subdivide. Unless a subdivision is specifically exempted from the requirements of this Article, it shall be unlawful for any person or entity to take any of the following actions until an appropriate plat is approved and recorded in conformity with this Article:

1. *Subdivide*. Subdivide any tract, lot, or parcel of land;
2. *Construction*. Construct or permit to be constructed any public or private street, utility service or facility, building, structure, or other improvements on any tract, lot, or parcel of land, except when completion of construction is required prior to recording a plat; and
3. *Utilities*. Connect or serve any utility service or facility to any tract, lot, or parcel of land.

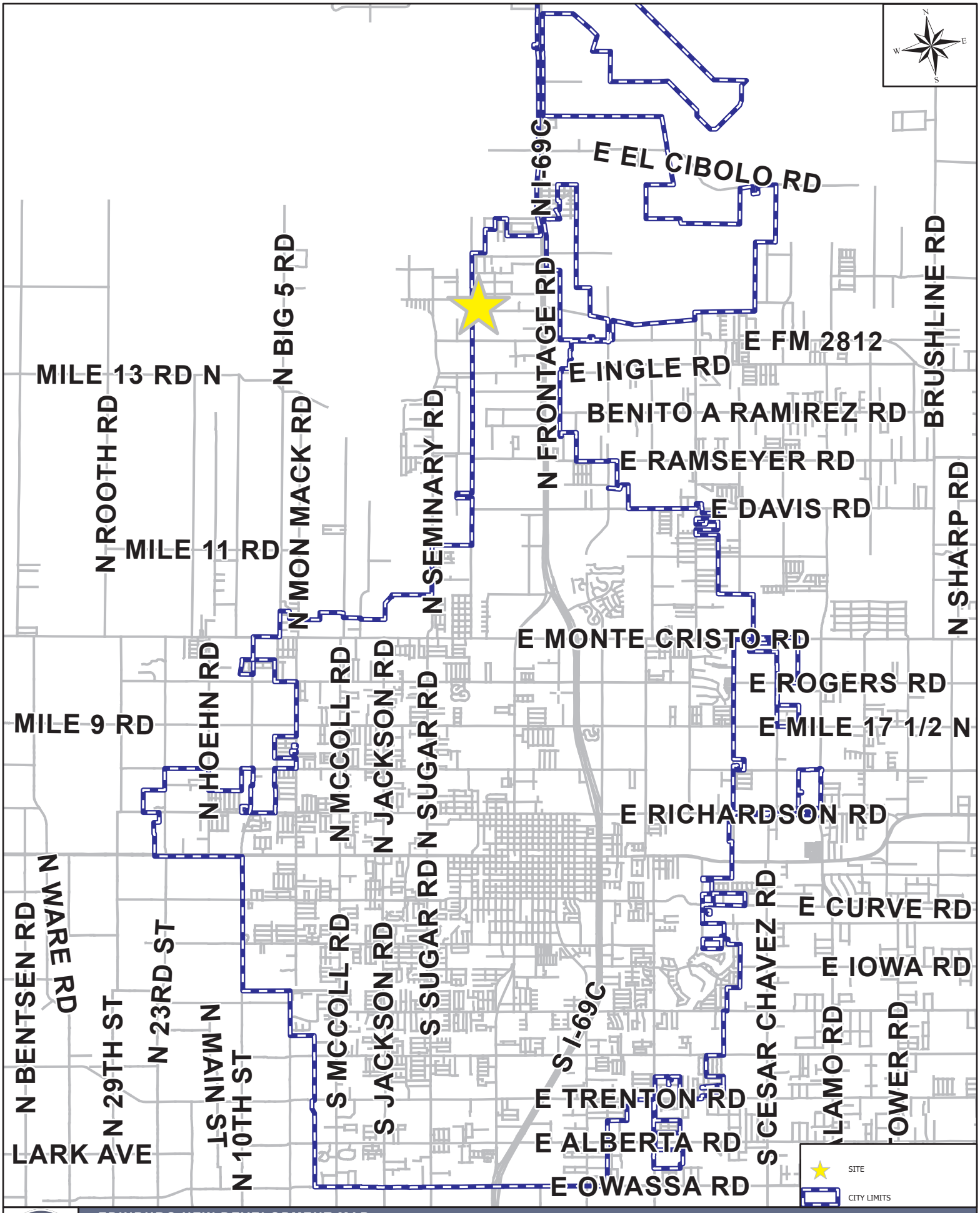
D. Exemption from Platting. The following exemptions apply only to residential uses.

1. *City Only*. The following situations do not require a plat in the City limits:
    a. *Large Parcels*. A division of land into parcels that are greater than five acres, where each parcel has access to a public right-of-way and no public improvements will be dedicated. (Local Government Code, Section 212.004(a));
    b. *No Development*. Sale, inheritance, or gift of land by metes and bounds of tracts upon which no improvements, development, subdivision, or alteration is occurring;
    c. *Cemeteries*. Existing cemeteries complying with all state and local laws and regulations;
    d. *Family Partitions*. A family partition as provided in Subsection E, *Lot Partitions for Family Members*, below;
    e. *City-Owned Property*. City-owned property is exempt from the requirements of filing a subdivision plat, provided that any development on such property is for public use and reviewed and approved by the City Manager to ensure that:
        i. The development of the property meets all applicable infrastructure requirements; and
        ii. The map of the property in question is recorded in the Hidalgo County Clerk's Office.
    f. *Court Orders*. Divisions of land created by a court order unless the owner of a court-subdivided parcel seeks further subdivision; or
    g. *Older Properties*.
        i. It is demonstrated that any of the following conditions existed with respect to the use or legal description of the subject property prior to March 9, 1987:
            1. The boundaries of the subject property have not changed except for changes resulting from public improvements and was identified by metes and bounds; or
            2. A building was in existence on the subject property; or
            3. The subject property was legally or functionally subdivided, either by recorded plat or by actual occupancy and use; and
        ii. The subject property has frontage on an existing publicly dedicated and accepted road; and
        iii. It is demonstrated that water service is available to the subject property by a public water supply approved by the Texas Department of Health. Such demonstration shall include:
            1. A survey of the property; and
            2. A letter of commitment from a public water supply agreeing to supply the subject property.



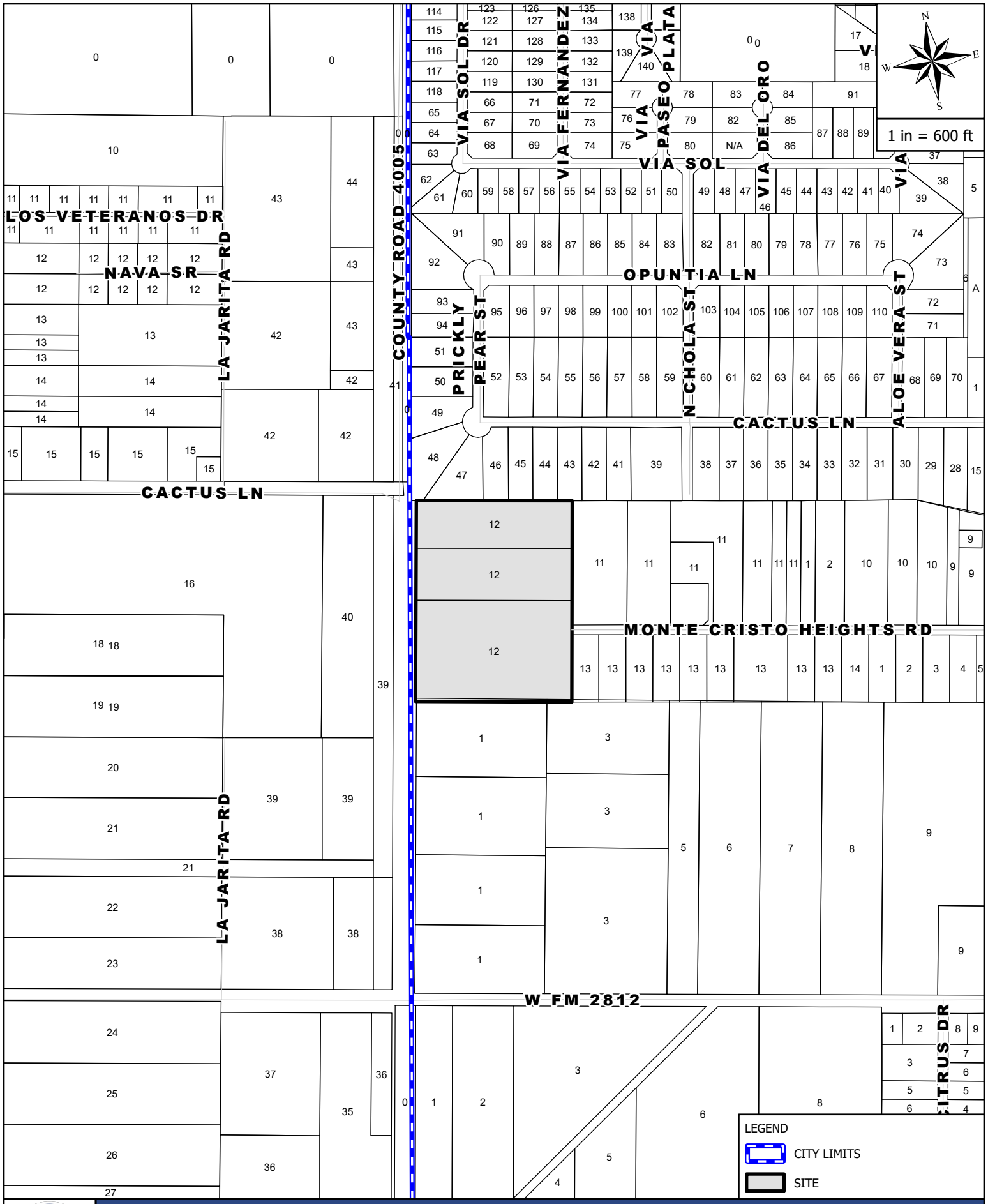
AERIAL MAP

1008 MONTE CRISTO HEIGHTS



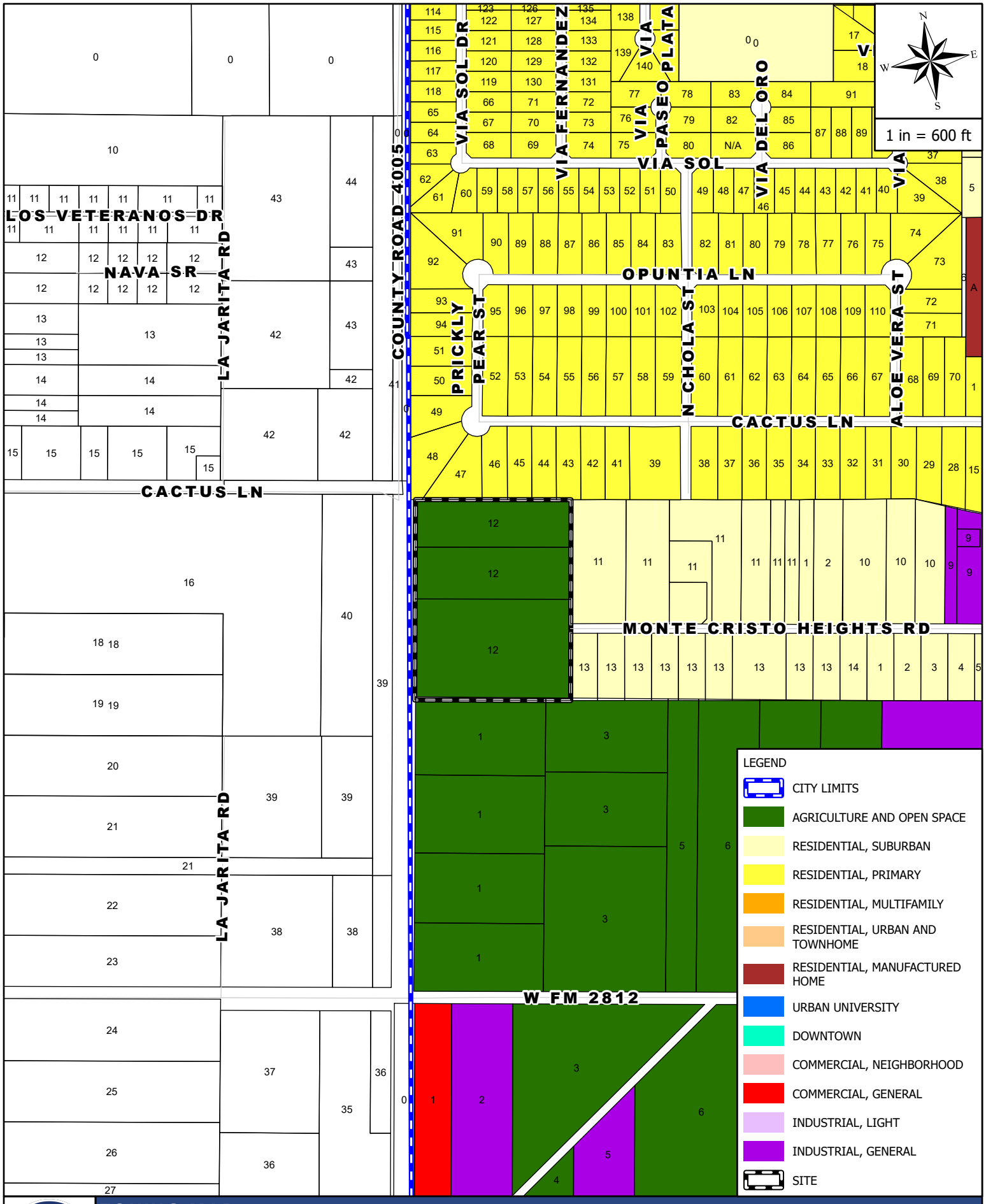
EDINBURG NEW DEVELOPMENT MAP

1008 MONTE CRISTO HEIGHTS



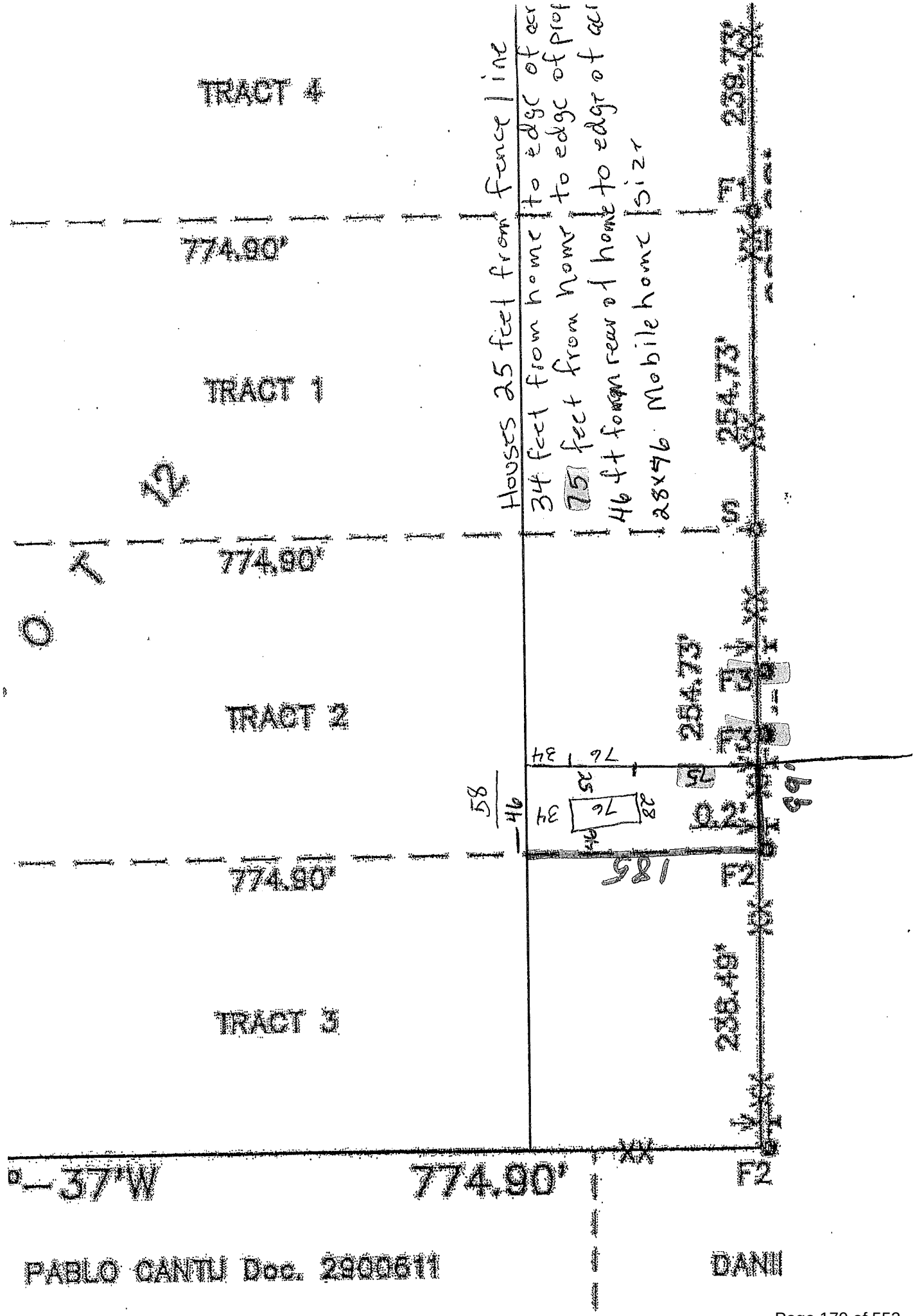
MAILOUT AND SITE MAP

1008 MONTE CRISTO HEIGHTS



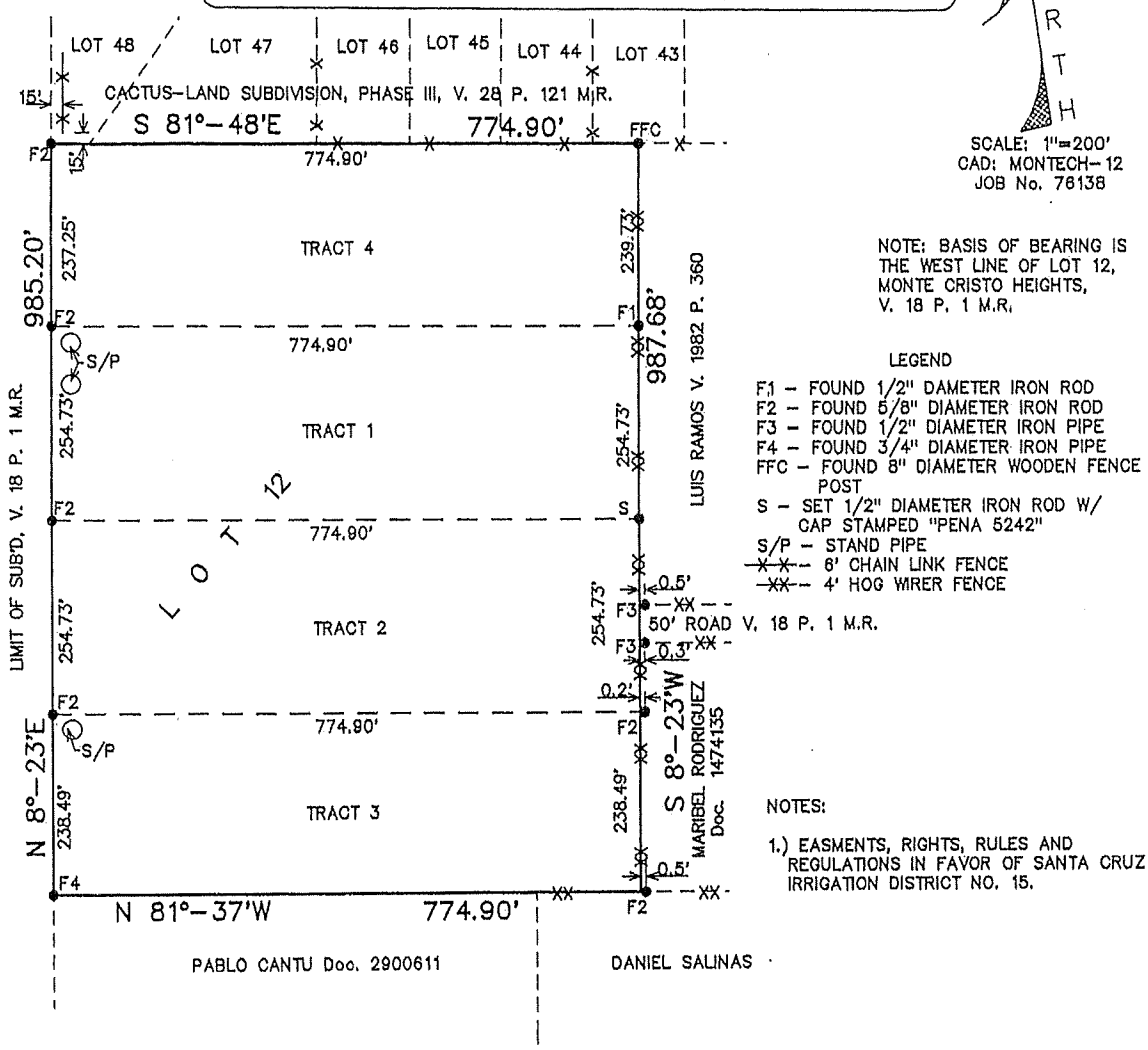
ZONING MAP

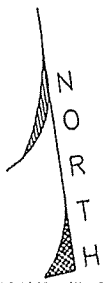
1008 MONTE CRISTO HEIGHTS


TRACT 4
TRACT 1
TRACT 2
TRACT 3
774.90'
774.90'
774.90'
774.90'
239.73'
254.73'
254.73'
238.49'
F1
S
F3
F3
F2
F2
0.2'
Houses 25 feet from fence line
34 feet from home to edge of ar
75 feet from home to edge of prop
46 ft from rear of home to edge of ar
28x46 Mobile home size
12
58
46
34
76
25
28
46
75
185
99'
37'W
774.90'
PABLO CANTU Doc. 2900611
DANI

PEÑA ENGINEERING

FIRM #10087200 • 1001 WHITEWING • P.O. BOX 4320
(956) 682-8812 • McALLEN, TEXAS 78502 • FAX (956) 631-PENA





SCALE: 1"=200'
CAD: MONTECH-12
JOB No. 76138

NOTE: BASIS OF BEARING IS THE WEST LINE OF LOT 12, MONTE CRISTO HEIGHTS, V. 18 P. 1 M.R.

LEGEND

F1 – FOUND 1/2" DIAMETER IRON ROD
F2 – FOUND 5/8" DIAMETER IRON ROD
F3 – FOUND 1/2" DIAMETER IRON PIPE
F4 – FOUND 3/4" DIAMETER IRON PIPE
FFC – FOUND 8" DIAMETER WOODEN FENCE POST
S – SET 1/2" DIAMETER IRON ROD W/ CAP STAMPED "PENA 5242"
S/P – STAND PIPE
-X-X- 6' CHAIN LINK FENCE
-XX- 4' HOG WIRER FENCE

NOTES:

1.) EASMENTS, RIGHTS, RULES AND REGULATIONS IN FAVOR OF SANTA CRUZ IRRIGATION DISTRICT NO. 15.

BUYER'S NAME: ERICA D. NAVA

FLOOD ZONE: By GRAPHICAL PLOTTING COMMUNITY PANEL NUMBER: 480338 0005 E
MAP REVISED: JUNE 6, 2000 (LOMR: MAY 14, 2001)

☒ Zone "AE" – This is to certify that this property is in a flood prone area.
☐ Zone "B" – This is to certify that this property is not in a flood prone area. However limits between the 100 year and 500 year flood are subject to flooding with average depths less than one foot.
☐ Zone "C" – This is to certify that this property is not in a flood prone area.

I certify that this plat represents the facts found on the ground at the time of survey and that there are no visible or apparent easements, discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or overlapping of improvements or visible easements except as shown on this plat. No subsurface utilities or service connections are shown, © copyright 2022 PENA ENGINEERING this survey was provided in multiple originals solely for the borrower named hereon, in conjunction with the original transaction which shall take place within 6 months after the survey was provided. No license has been created or implied to copy this Survey. Survey valid only if print has original seal and signature.

ADDRESS: _____

LEGAL DESCRIPTION: FOUR TRACTS OF LAND BEING ALL OF LOT 12, MONTE CRISTO HEIGHTS, HIDALGO COUNTY, TEXAS,

ACCORDING TO THE MAP RECORDED IN VOLUME 18 PAGE 1
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS.



Pablo Peña III

1-25-2022
DATE

PABLO PEÑA III
REG. PROFESSIONAL LAND SURVEYOR No. 5242

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ☆ Land Surveyors
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ☆ Subdivisions ☆ Surveys

April 2, 2026

Mr. Jaime Acevedo
Director of Planning & Zoning
City of Edinburg Planning Dept.
415 W. University Drive
Edinburg, Texas 78539

Re: Lot 12, Monte Cristo Heights, Hidalgo County, Texas

Property owner: RGValley Properties, LLC (Noe Nava and Erica Nava)

Dear Mr. Acevedo,

As requested by the property owner, I verified in the field the flow line of the City's Sanitary Sewer Line at the end of Monte Cristo Heigths Road.

The flow line is 80.00 feet. Based on the fact that the service line needs to be extended 400 feet, the line will be out of the ground; therefore it can not be extended to meet the TCEQ standards and City requirements.

Should you have any questions, please feel free to call me at (956) 381-6480.

Respectfully,



Alfonso Quintanilla, P.E.

124 E. Stubbs, Edinburg, TX 78539☆ Phone 956/381-6480 ☆ Fax 956/381-0527

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
VARIANCES
Agenda Item No: 11.E.
Subdivision Variance Request - Quintanilla, Headley and Associates, Inc.

1. **Agenda Item:**
Consider Variance Request to the City's Unified Development Code, Article 5, Section 5.206, Lots, B. Required Lot Frontage, for the Proposed Montemayor Estates, Being a 4.00 Acre tract of Land Out of Lot 11, Section 237, Texas-Mexican Railway Company's Survey Hidalgo County, Texas, Located at 3220 W. Chapin Rd., as Requested by Quintanilla, Headley and Associates, Inc. [Jaime Acevedo, Director of Planning and Zoning]

2. **Description:**
The property is located on the south side of W. Chapin Rd., approximately 976 feet west of N. McColl Rd and is within the City of Edinburg city limits. The proposed development consists of 6 single-family residential lots. Quintanilla, Headley & Associates, Inc., on behalf of the developer, is requesting a variance to the City's Unified Development Code (UDC) for the aforementioned subdivision.

Variance Request: Article 5, Section 5.206, Lots

This requested variance is to Article 5, Section 5.206, Lots, B. Required Lot Frontage as it applies to the requirement for lot frontage. UDC states every lot shall have frontage along the right-of-way lines of a street. The developer is requesting to access the lots through a recorded 20 ft. private non-exclusive for ingress and egress and not a right-of-way.

On May 14, 2026, the Planning and Zoning Commission recommended, with a unanimous vote of 6-0, to approve the subdivision Variance Request.

3. **Staff's Recommendation:**
Staff recommends approval of the variance request, due to the structures existing for more than 20 years. Staff recommends the applicant comply with the requirements of the City of Edinburg Unified Development Code.

Reviewed by:
Jaime Acevedo, Director of Planning and Zoning
Tomas Reyna, Assistant City Manager

Prepared by:
Rita Guerrero, Assistant Director of Planning and Zoning

Attachments:
A. City Council Agenda Packet Attachments

ARTICLE 5 - SUBDIVISION STANDARDS

Division 5.200, Subdivision Design Standards

Sec. 5.206, Lots

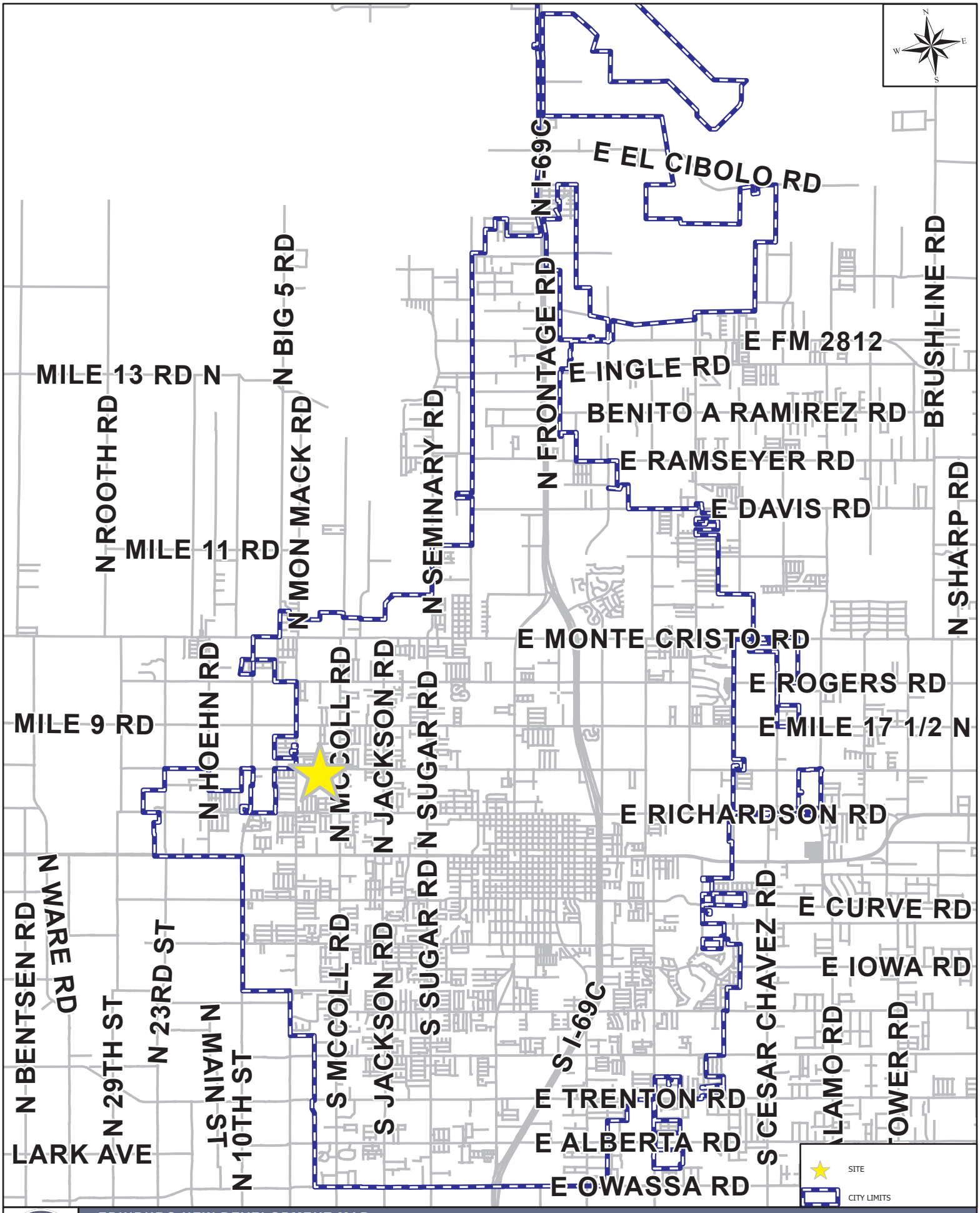
Subdivision plats and development plats shall provide for well-proportioned and oriented lots that relate to adjacent streets and open spaces as provided in this Section.

A. Lot pattern.

1. The arrangement of lots shall preserve and be sensitive to the natural features of the property, including its topographic features or other unique conditions.
2. An awkward and irrational pattern of lots and individual lot shapes shall be avoided. No remnants or landlocked spaces without access to the vehicular/pedestrian circulation system shall be proposed.
3. Lots within a grid or comparable arrangement of streets shall be as close to rectangular as practicable, with the narrow side fronting the minor street, as feasible.
4. Where topography, natural resources, or property shape make normal lot configurations difficult, common drives, panhandle lots, or shared easements may be provided.

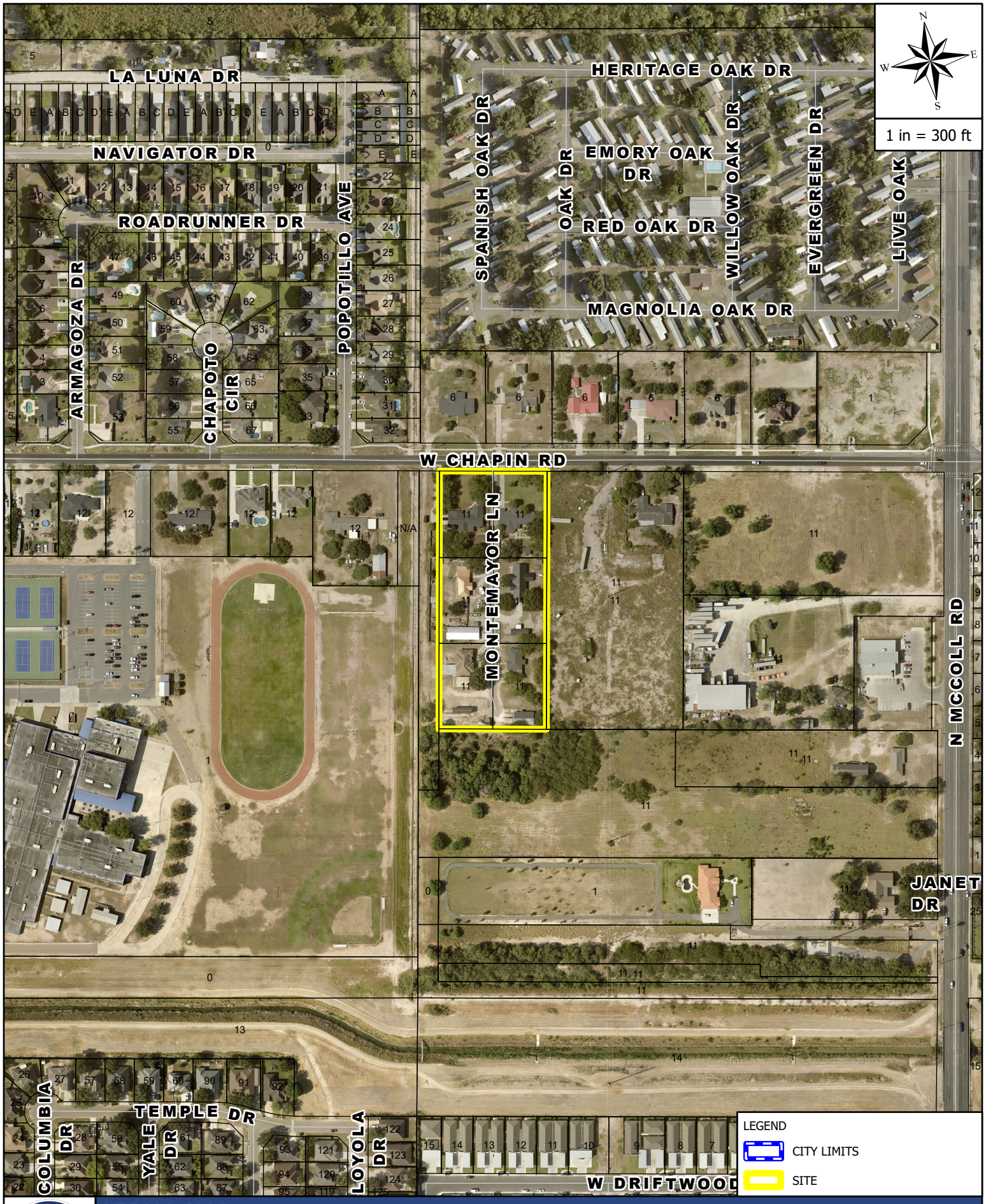
B. Required Lot Frontage.

1. Every lot shall have frontage along the right-of-way lines of a street.
2. Residential lots (except multifamily) within a new subdivision shall not front on streets with functional classifications of collector or higher. However, they may face such streets if:
   a. They are accessed by alleys and off-street parking is accessed via side streets; or
   b. They are accessed by a common access easement, which may run parallel to the arterial or collector, provided that the required street bufferyard (see Section 4.204, *Bufferyards*) is located between the access easement and the right-of-way of the arterial or collector instead of on the residential lots themselves. No walls shall be required in said street bufferyard.
3. The minimum lot frontage shall be the same as the required minimum lot width, unless the street is a curvilinear street or cul-de-sac and the irregular lots assist in achieving other design objectives. However, no frontage shall be less than that



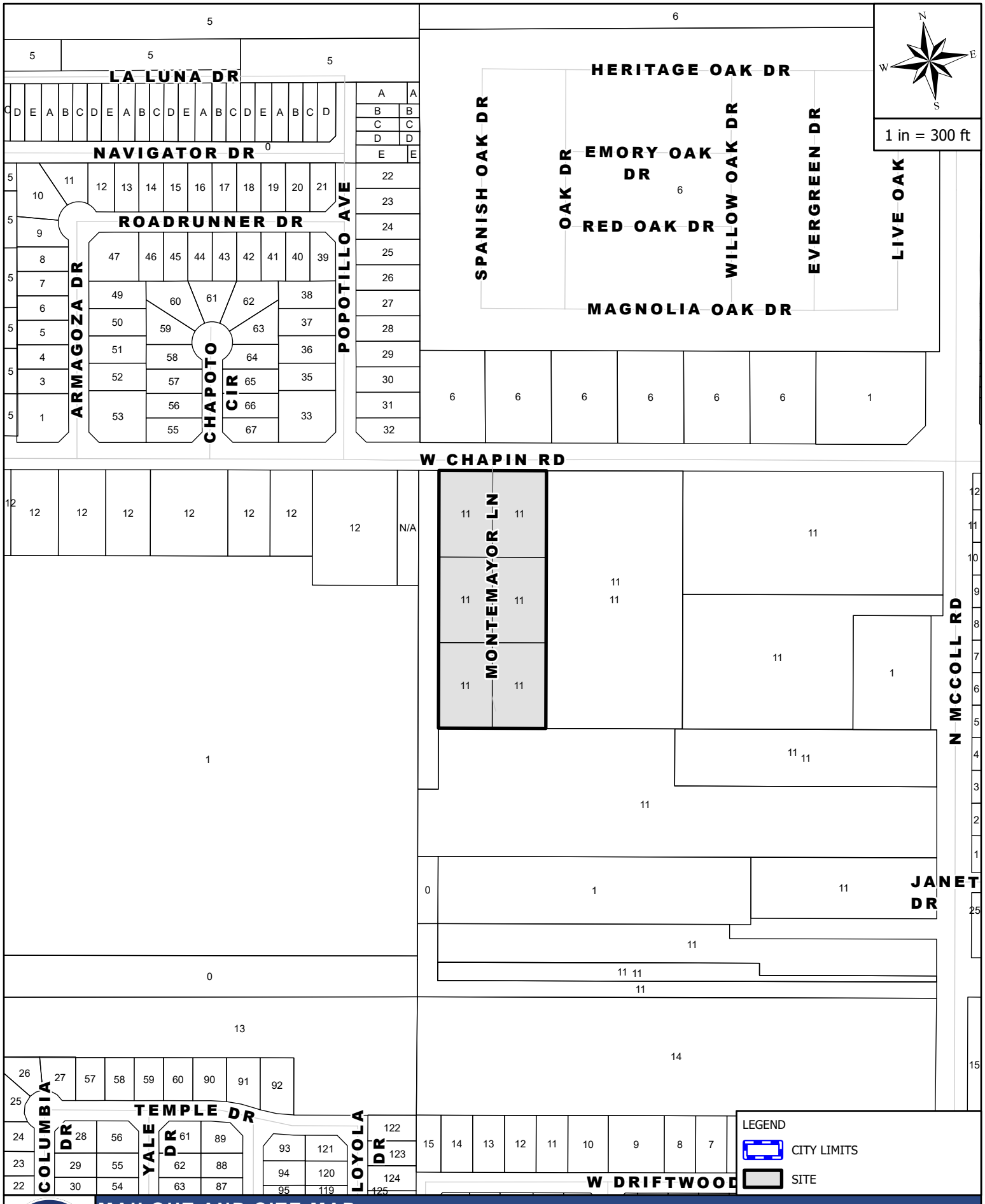
EDINBURG NEW DEVELOPMENT MAP

3220 W CHAPIN RD



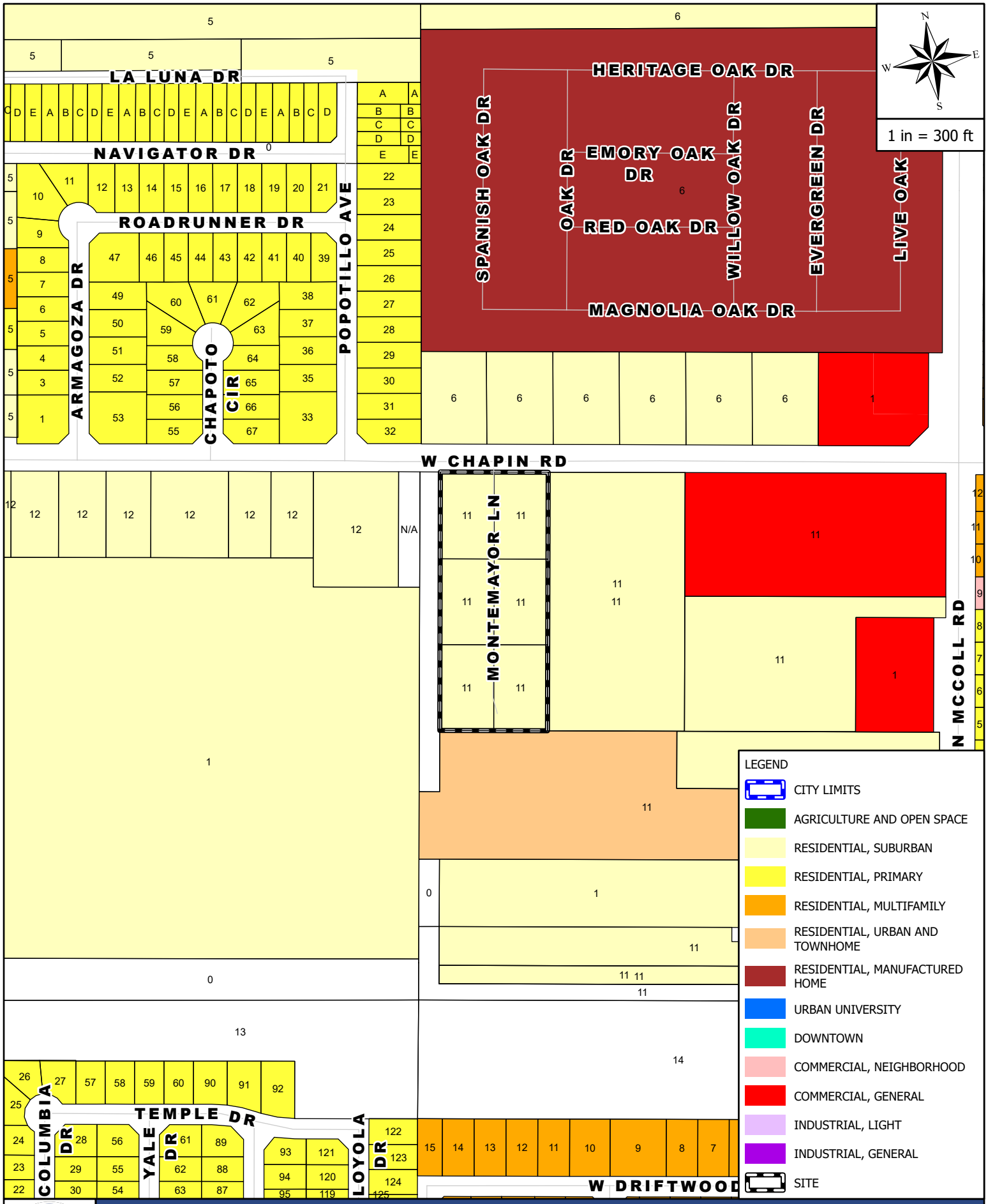
AERIAL MAP

3220 W CHAPIN RD



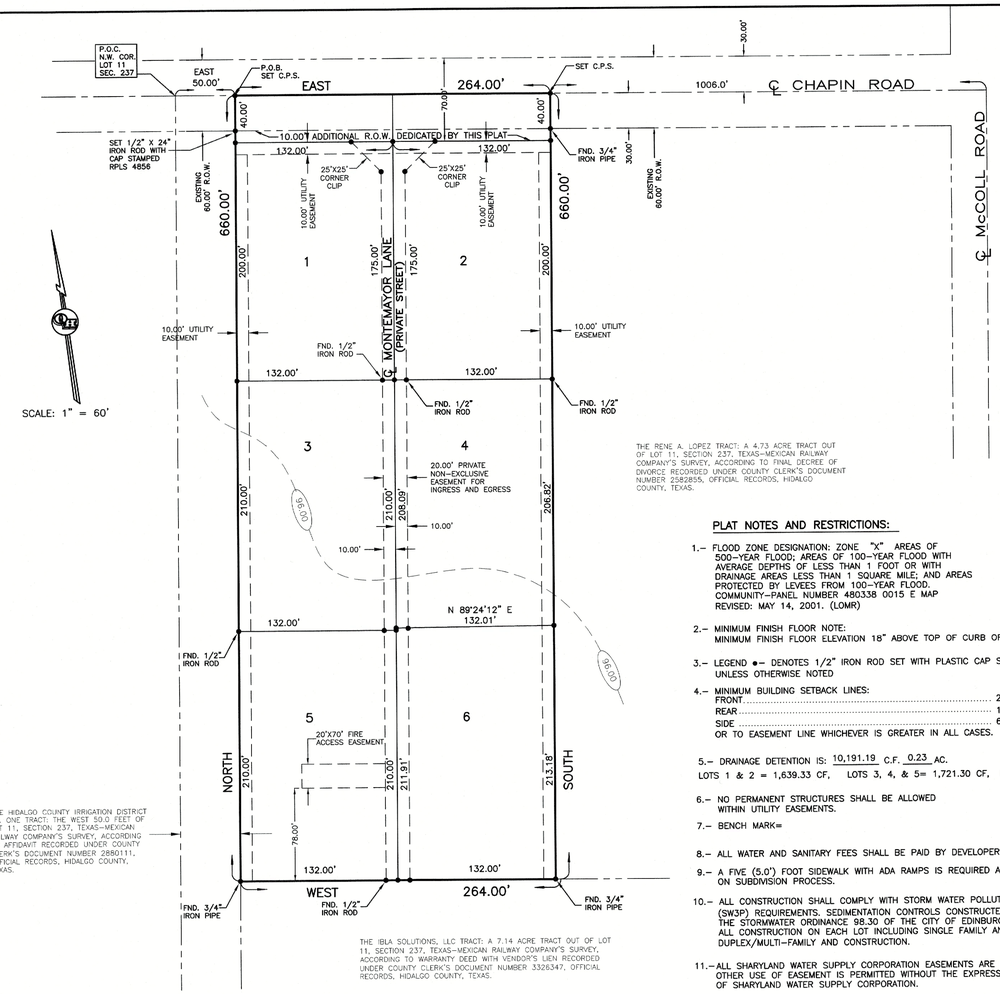
MAILOUT AND SITE MAP

3220 W CHAPIN RD



ZONING MAP

3220 W CHAPIN RD



LOT	AREA (S.F.)	AREA (AC.)
1	26400.00	0.60
2	26400.00	0.60
3	27720.00	0.63
4	27390.60	0.63
5	27720.00	0.63
6	28049.40	0.64

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: ZONE "X" AREAS OF 500–YEAR FLOOD; AREAS OF 100–YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100–YEAR FLOOD, COMMUNITY–PANEL NUMBER 480338 0015 E MAP REVISED: MAY 14, 2001. (LOMR)

2.– MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION 18" ABOVE TOP OF CURB OF THE STREET.

3.– LEGEND •– DENOTES 1/2" IRON ROD SET WITH PLASTIC CAP STAMPED RPLS 4856 UNLESS OTHERWISE NOTED

4.– MINIMUM BUILDING SETBACK LINES:
FRONT ..... 20.00'
REAR ..... 10.00'
SIDE ..... 6.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER IN ALL CASES.

5.– DRAINAGE DETENTION IS: 10,191.19 C.F. 0.23 AC.
LOTS 1 & 2 = 1,639.33 CF, LOTS 3, 4, & 5= 1,721.30 CF, LOT 6=1,748.63 CF

6.– NO PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN UTILITY EASEMENTS.

7.– BENCH MARK=

8.– ALL WATER AND SANITARY FEES SHALL BE PAID BY DEVELOPER.

9.– A FIVE (5.0') FOOT SIDEWALK WITH ADA RAMPS IS REQUIRED ALONG CHAPIN ROAD ON SUBDIVISION PROCESS.

10.– ALL CONSTRUCTION SHALL COMPLY WITH STORM WATER POLLUTION PREVENTION PLAN (SW3P) REQUIREMENTS. SEDIMENTATION CONTROLS CONSTRUCTED IN ACCORDANCE WITH THE STORMWATER ORDINANCE 98.30 OF THE CITY OF EDINBURG ARE REQUIRED FOR ALL CONSTRUCTION ON EACH LOT INCLUDING SINGLE FAMILY AND DUPLEX/MULTI–FAMILY AND CONSTRUCTION.

11.–ALL SHARYLAND WATER SUPPLY CORPORATION EASEMENTS ARE EXCLUSIVE. NO OTHER USE OF EASEMENT IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF SHARYLAND WATER SUPPLY CORPORATION.

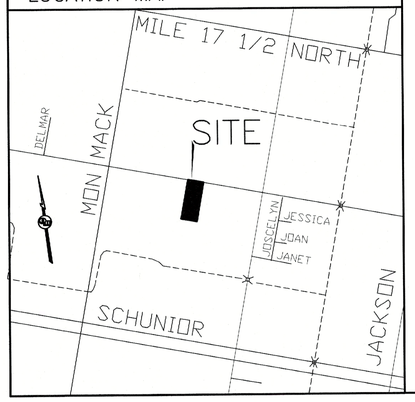
12.– ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO HIDALGO COUNTY IRRIGATION DISTRICT NO. 1, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR OUTSIDE USE WITHOUT ITS EXPRESS WRITTEN APPROVAL.

13.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY IRRIGATION DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, POLES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSSING PERMIT FROM HIDALGO COUNTY IRRIGATION DISTRICT NO. 1.

14.– NO PERMANENT STRUCTURE, UTILITY POLE, HOLE, WALL, FENCE, DRIVEWAY, OR ROAD WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY IRRIGATION DISTRICT. ANY UNAUTHORIZED STRUCTURE WITHIN THE EASEMENT BOUNDARY IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

15.– NO UTILITY COMPANY, PUBLIC ENTITY, PARTY OR PERSON IS ALLOWED TO CONECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM HIDALGO COUNTY IRRIGATION DISTRICT NO. 1. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO IMMEDIATE REMOVAL AT VIOLATOR'S EXPENSE.

LOCATION MAP SCALE 1" = 1000'



ABBREVIATIONS:
M.R. = MAP RECORD
R.O.W. = RIGHT OF WAY
OH = OVERHEAD POWER LINE
D.R. = DEED RECORD
FND. = FOUND
M.B.S.L. = MINIMAL BUILDING SETBACK LINE
UGL = UNDERGROUND LINE
R.C.P. = REINFORCED CONCRETE PIPE
P.V.C. = POLY VINYL CHLORIDE
N = NORTH
S = SOUTH
W = WEST
E = EAST
COR. = CORNER
M.V.E.C. = MAGIC VALLEY ELECTRIC COOPERATIVE
S.E.T. = SAFETY END TREATMENT
A.E.P. = AMERICAN ELECTRIC POWER
P.O.B. = POINT OF BEGINNING
B.M. = BENCH MARK
R.P.L.S.= REGISTERED PROFESSIOINAL LAND SURVEYOR
U.G.E.B.= UNDERGROUND ELECTRICAL BOX

MONTEMAYOR ESTATES

A 4.00 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED OF GIFT RECORDED IN VOLUME 3095, PAGE 63, VOLUME 3095, PAGE 67, CORRECTION DEED OF GIFT RECORDED IN VOLUME 3095, PAGE 75, UNDER COUNTY CLERK'S DOCUMENT NUMBER 880469, CORRECTION WARRANTY DEED RESERVING ENHANCED LIFE ESTATES RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 995064 AND GENERAL WARRANTY DEED ENHANCED LIFE ESTATES RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3608967, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 4.00 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 12, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO DEED OF GIFT RECORDED IN VOLUME 3095, PAGE 63, VOLUME 3095, PAGE 67, CORRECTION DEED OF GIFT RECORDED IN VOLUME 3095, PAGE 75, UNDER COUNTY CLERK'S DOCUMENT NUMBER 880469, CORRECTION WARRANTY DEED RESERVING ENHANCED LIFE ESTATES RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 995064 AND GENERAL WARRANTY DEED ENHANCED LIFE ESTATES RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3608967, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A COTTON PICKER SPINDLE SET ON THE NORTH LINE OF LOT 11 AND IN THE CENTERLINE OF CHAPIN ROAD FOR THE NORTHEAST CORNER OF THE HIDALGO COUNTY IRRIGATION DISTRICT No.1 TRACT (THE WEST 50.00 FEET OF LOT 11, SECTION 237, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO AFFIDAVIT RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2880111, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT, SAID SPINDLE BEARS EAST, 50.00 FEET FROM THE NORTHWEST CORNER OF LOT 11.

THENCE; EAST, ALONG THE NORTH LINE OF LOT 11 AND THE CENTERLINE OF CHAPIN ROAD, A DISTANCE OF 264.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE NORTHWEST CORNER OF THE RENE A. LOPEZ TRACT (A 4.73 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO FINAL DECREE OF DIVORCE RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2582855, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) AND THE NORTHWEST CORNER OF THIS TRACT.

THENCE; SOUTH, ALONG THE WEST LINE OF THE RENE A. LOPEZ TRACT, PASSING A 3/4" IRON PIPE FOUND AT 30.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CHAPIN ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A 3/4" IRON PIPE FOUND ON THE NORTH LINE OF THE IBLA SOLUTIONS, LLC TRACT (A 7.14 ACRE TRACT OF LAND OUT OF LOT 11, SECTION 237, TEXAS–MEXICAN RAILWAY COMPANY'S SURVEY, ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 3326347, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS) FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; WEST, ALONG THE NORTH LINE OF THE IBLA SOLUTIONS, LLC TRACT, A DISTANCE OF 264.00 FEET TO A 3/4" IRON PIPE FOUND ON THE EAST LINE OF THE HIDALGO COUNTY IRRIGATION DISTRICT No.1 TRACT FOR THE NORTHWEST CORNER OF SAID TRACT AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; NORTH, ALONG THE EAST LINE OF THE HIDALGO COUNTY IRRIGATION DISTRICT No.1 TRACT, PASSING A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET AT 630.00 FEET FOR THE SOUTH RIGHT OF WAY LINE OF CHAPIN ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.00 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SUMMER WINDS LT.C. SUBDIVISION PHASE II, RECORDED IN VOLUME 50, PAGE 56, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY DONE ON THE GROUND UNDER MY SUPERVISION.

STATE OF TEXAS · REGISTERED · ALFONSO QUINTANILLA · 4856 · PROFESSIONAL LAND SURVEYOR

ALFONSO QUINTANILLA
R.P.L.S. No. 4856

8-19-25
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

STATE OF TEXAS · ALFONSO QUINTANILLA · 95534 · LICENSED · PROFESSIONAL ENGINEER

ALFONSO QUINTANILLA
P.E. No. 95534

4-6-26
DATE

APPROVED BY DRAINAGE DISTRICT:

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE MINIMUM STANDARDS OF THE DISTRICT ADOPTED UNDER THE TEXAS WATER CODE 49.211(C). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER AND HIS ENGINEER TO MAKE THEIR DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

RAUL SESIN, P.E., C.F.M.
GENERAL MANAGER

DATE

HIDALGO COUNTY IRRIGATION DISTRICT NO. 1

THIS PLAT IS HEREBY APPROVED BY THE HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE _____ DAY OF _____, 20____

NO IMPROVEMENTS OF ANY KIND (INCLUDING WITHOUT LIMITATION TREES, FENCES AND BUILDINGS) SHALL BE PLACED UPON HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 RIGHT OF WAYS OR EASEMENTS. APPROVAL OF THIS PLAT DOES NOT RELEASE ANY RIGHTS THAT THE DISTRICT MAY HAVE, WHETHER SHOWN OR NOT.

PRESIDENT

ATTEST: _____
SECRETARY

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION. ALSO THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT–OF WAYS AND/OR EASEMENTS.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS MONTEMAYOR ESTATES ADDITION OF THE CITY OF EDINBURG, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PRIVATE FOREVER ALL STREETS, PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

LOT 1
GUSTAVO MONTEMAYOR
730 OREGANO ST
EDINBURG, TX 78541
DATE

LOT 2
CRISTELIA RAMIREZ
3112 W CHAPIN ST
EDINBURG, TX 78541
DATE

LOT 3
YOLANDA MONTEMAYOR
1309 MONTEMAYOR LN
EDINBURG, TX 78541
DATE

LOT 4
GRACIELA M. GONZALEZ
1312 MONTEMAYOR LN
EDINBURG, TX 78541
DATE

LOT 5
CRISTELIA M. RAMIREZ
3112 W CHAPIN RD
EDINBURG, TX 78541
DATE

LOT 5
GUSTAVO MONTEMAYOR
730 OREGANO ST.
EDINBURG, TX 78541
DATE

LOT 5
GRACIELA GONZALEZ
1312 MONTEMAYOR LANE
EDINBURG, TX 78541
DATE

LOT 5
YOLANDA MONTEMAYOR DIAZ
1309 MONTEMAYOR LANE
EDINBURG, TX 78541
DATE

LOT 5
ELESVIA MONTEMAYOR TORRES
3901 W. SHCUNIOR
EDINBURG, TX 78541
DATE

LOT 6
DAVID TORRES
CO–TRUSTEES OF THE
DAVID AND ELESVIA M. TORRES LIVING TRUST
3901 W. SCHUNIORS ST
EDINBURG, TX 78541
DATE

LOT 6
ELESVIA M. TORRES
CO–TRUSTEES OF THE
DAVID AND ELESVIA M. TORRES LIVING TRUST
3901 W. SCHUNIORS ST
EDINBURG, TX 78541
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared GUSTAVO MONTEMAYOR, CRISTELIA RAMIREZ, YOLANDA MONTEMAYOR, GRACIELA M. GONZALEZ, ELESVIA MONTEMAYOR TORRES AND DAVID TORRES known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for purposes and considerations therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

DANIELA QUINTANILLA
Notary ID #131129367
My Commission Expires
JUNE 9, 2029

DANIELA QUINTANILLA– NOTARY PUBLIC

PLANNING & ZONING
COMMISSION CERTIFICATION

"I, the undersigned, Chairperson of the Planning and Zoning Commission of the City of Edinburg, hereby certify that this subdivision plat known as MONTEMAYOR ESTATES conforms to all requirements of the Subdivision Regulations of this City wherein my approval is required and has been approved for recording on the _____ day of _____, 20____."

CHAIRPERSON–PLANNING & ZONING COMMISSION

MAYOR'S CERTIFICATION

I, THE UNDERSIGNED, MAYOR OF THE CITY OF EDINBURG, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

ATTEST:

MAYOR'S SIGNATURE — DATE — CITY SECRETARY — DATE

SHARYLAND WATER SUPPLY CORPORATION

I, CARLOS LIMA, HEREBY CONDITIONALLY CERTIFY THAT POTABLE WATER SERVICE IS AVAILABLE FOR MONTEMAYOR ESTATES LOCATED IN THE CITY OF EDINBURG IN HIDALGO COUNTY, TEXAS, SUBJECT TO THE SUBDIVISION'S POTABLE WATER SYSTEM MEETING THE APPROVAL OF THE DEVELOPER'S DESIGN ENGINEER, ALL APPLICABLE RULES AND REGULATIONS OF SHARYLAND WATER SUPPLY CORPORATION, AND LOCAL, STATE, AND FEDERAL AGENCIES,

DEVELOPER AND ITS DESIGN ENGINEER SHALL BEAR FULL RESPONSIBILITY TO ENSURE THAT THE ABOVE REFERENCED POTABLE WATER SYSTEM IS CONSTRUCTED WITHIN THE DESIGNATED SHARYLAND WATER SUPPLY CORPORATION EXCLUSIVE EASEMENT.

CARLOS LIMA
GENERAL MANAGER
SHARYLAND WATER SUPPLY CORPORATION

DATE

COUNTY COURT · COUNTY OF HIDALGO, TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

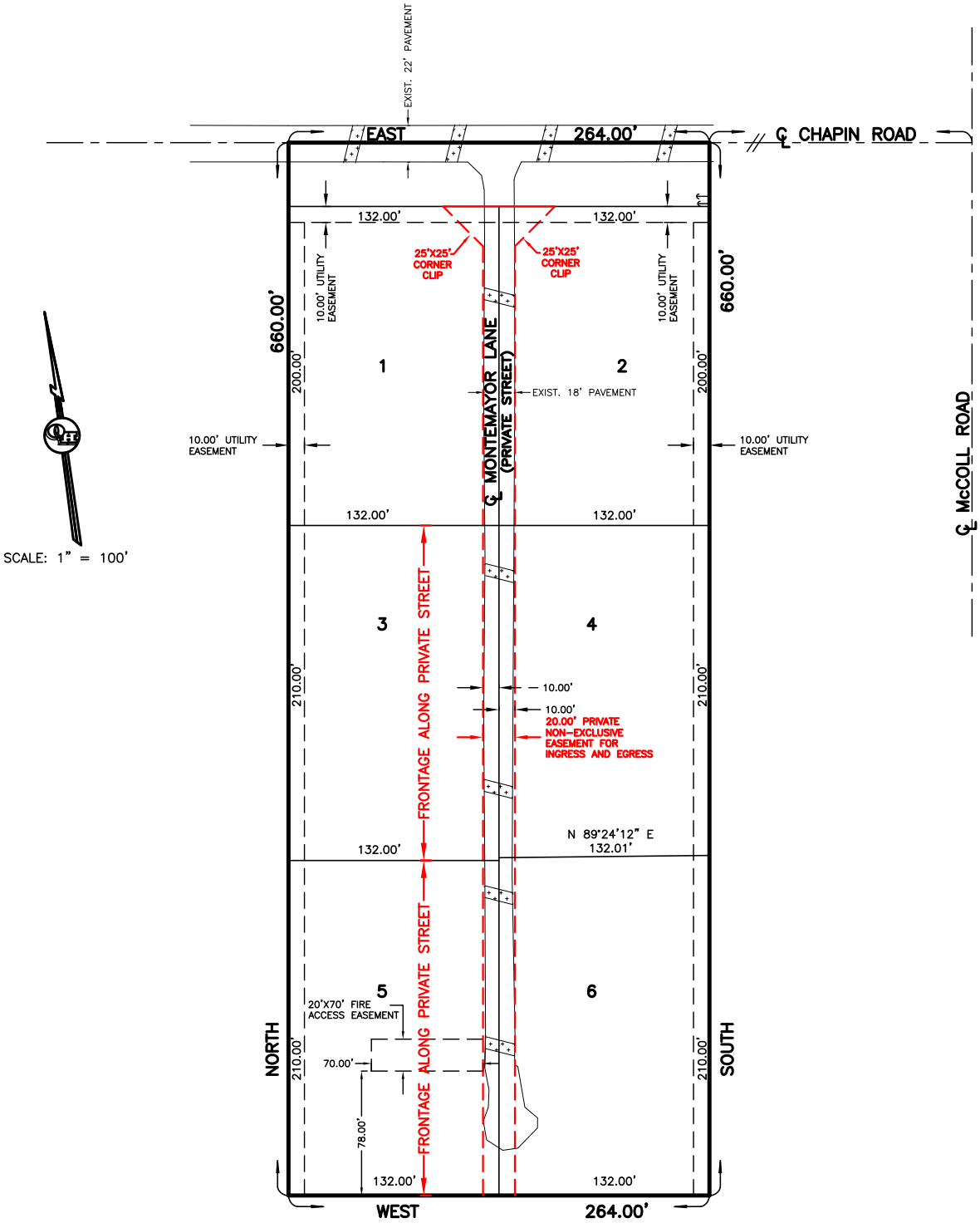
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F–1513
SURVEYING REGISTRATION NUMBER 100411–00
LAND SURVEYORS
PHONE 956–381–6480
FAX 956–381–0527
ALFONSO@QHA–ENG.COM

DATE OF PREPERATION: JULY 14, 2021

FILENAME : F:\DATA\SUBDIVIS\EDINBURG\MONTEMAYOR ESTATES\ PLAT			
DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
AUGUST 19, 2025	JLUIS CVZS	J.G.	
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

MONTEMAYOR ESTATES

VARINACE EXHIBIT



QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
REGISTRATION NUMBER F-1513
SURVEYING REGISTRATION NUMBER 100411-00

LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527
ALFONSO@QHA-ENG.COM

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
CONSENT AGENDA
Agenda Item No: 12.A.
Wisconsin Heights Subdivision Water Buyout

1. **Agenda Item:**
Consider Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to provide Water Service to Wisconsin Heights Subdivision and Execute Any Other Documents Relating Thereto. [Gerardo Carmona Jr., P.E., Director of Utilities]

2. **Description:**
The City of Edinburg and North Alamo Water Supply Corporation (NAWSC) will execute a counterpart agreement that will allow the City of Edinburg to become the water service provider for Wisconsin Heights Subdivision. The subdivision consists of one lot and is located approximately 0.53 mile east of the intersection of Closner Blvd and Wisconsin Road.

Upon execution of the agreement, the City of Edinburg and NAWSC will jointly apply to the Public Utility Commission (PUC) within one (1) year to amend their respective service areas. The timeline for the buyout process and PUC approval is estimated to take between one and two years from the date the initial application is submitted.

There will be no fiscal impact on the City.

3. **Staff's Recommendation:**
Approve Authorizing the City Manager to Enter Into a Counter-Part Agreement with North Alamo Water Supply Corporation (NAWSC) to provide Water Service to Wisconsin Heights Subdivision and Execute Any Other Documents Relating Thereto.

Reviewed by:
Gerardo Carmona, Director of Utilities
Tomas Reyna, Assistant City Manager

Prepared by:
Vanessa Velasquez,
Administrative Assistant

Attachments:
A. Agreement - Wisconsin Heights Subdivision

COUNTER-PART AGREEMENT FOR
BUYOUT AND TRANSFER OF SERVICE AREA

STATE OF TEXAS **BETWEEN: NORTH ALAMO WATER SUPPLY CORPORATION**

AND

COUNTY OF HIDALGO **CITY OF EDINBURG**

RE: Isbel Salinas

1. The Master Agreement for Transfer of Service Area ("***Master Agreement***") by and between the City of Edinburg, 415 W. University Drive, P.O. Box 1079, Edinburg, Hidalgo County, Texas 78540 ("***CITY***") and North Alamo Water Supply Corporation, 420 S. Doolittle Road, Edinburg, Hidalgo County, Texas 78542 ("***NAWSC***"), a non-profit corporation of the State of Texas, dated February 16, 2021, along with this Counter-Part Agreement for Buyout and Transfer of Service Area ("***Counter-Part Agreement***") made this ____ day of_____, 20 ___, form the entire agreement with respect to the Area set forth below. The defined terms within the Master Agreement consitute defined terms herein.

NAWSC Transfer Area: **Wisconsin Heights Subdivision**, being a **0.35** acre tract, as depicted on map and/or metes and bounds description attached hereto as **Exhibit "1."**

Purchase Price: **Six-Hundred Eighty-Four Dollars and 0/100ths Dollars ($684.00)**.

Additional Provisions: **None**

2. The purchase price has been paid to NAWSC and NAWSC acknowledges receipt of the purchase price, subject to satisfaction of the conditions set forth in the Master Agreement, par. 2, sec. II.

3. This Counter-Part Agreement has been approved by the appropriate bodies of NAWSC and CITY as evidenced by appropriate minutes of the governing bodies, copies of which are attached hereto as **Exhibits "2"** and **"3"**, respectively, and are executed by the appropriate officers of same.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Counter-Part Agreement for Buyout and Transfer as of the date above stated.

NORTH ALAMO WATER SUPPLY CORPORATION
420 S. DOOLITTLE ROAD
EDINBURG, Texas 78542

By:_____
Steven P. Sanchez, General Manager

Approved:

By: _____
Richard Ward Fryer, Attorney for
North Alamo Water Supply Corporation

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

I hereby certify that on this day before me, an officer duly authorized in the State of Texas and in the County of Hidalgo to take acknowledgments, personally appeared **Steven P. Sanchez**, known to me to be the person described in and who executed the foregoing instrument as **General Manager of North Water Supply Corporation**, the corporation therein, and acknowledged that he executed the same as such an officer, in the name and for on behalf of the said corporation.

IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202____.

_____
Notary Public and for the State of Texas

ATTEST:

CITY OF EDINBURG, TEXAS
415 W. University Drive
P. O. Box 1079
Edinburg, Texas 78540

By:_____
Clarice Y Balderas, City Secretary

By: _____
Myra L. Ayala, City Manager

Approved:

CITY ATTORNEY'S OFFICE

BY: _____
Benito Alonzo, Interim City Attorney

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **Myra L. Ayala, City Manager**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he is the **City Manager of the City of Edinburg**, that he executed the same as the act of the **City of Edinburg** for the purposes and consideration therein expressed and in the capacity therein stated.

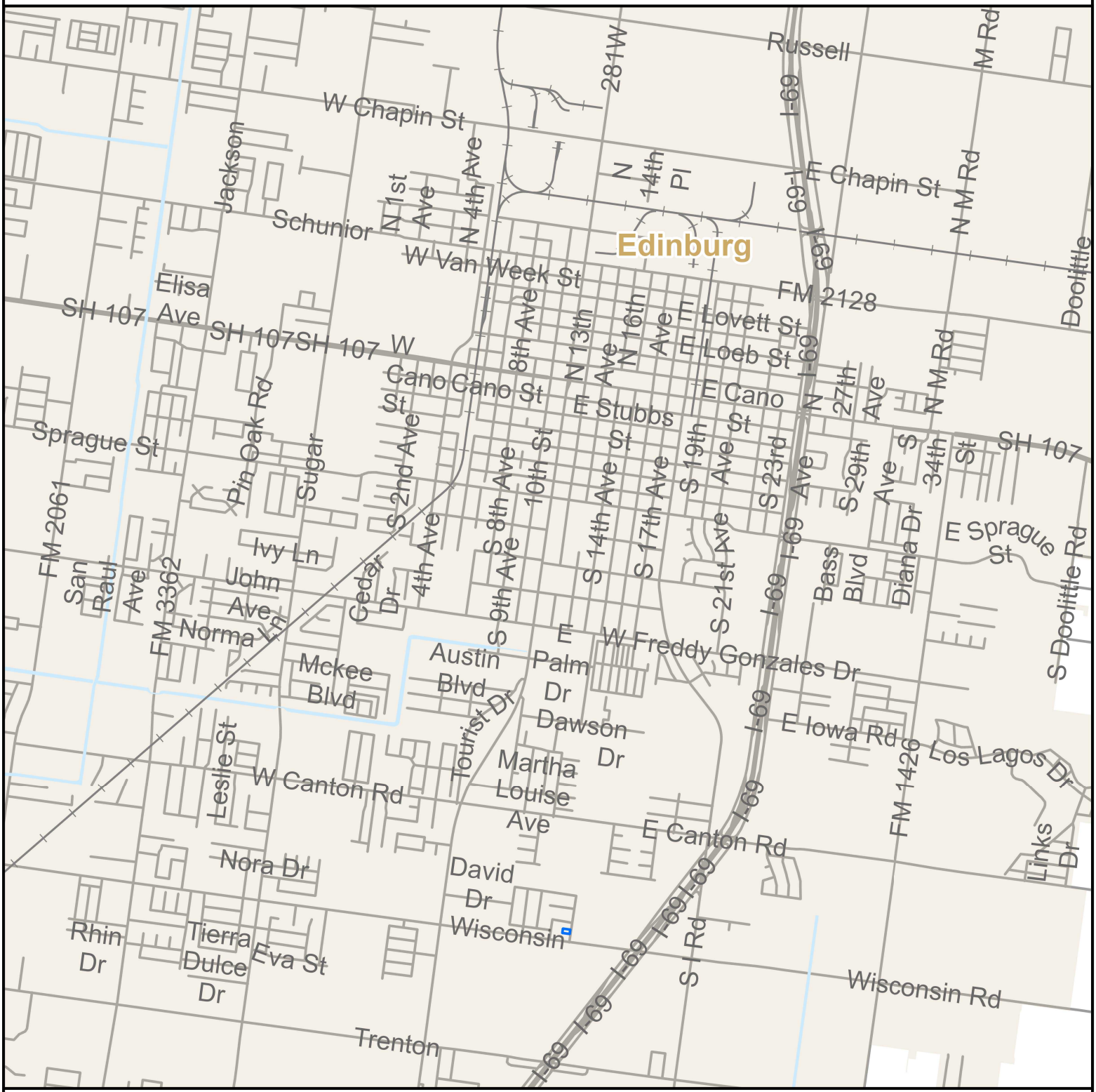
IN WITNESS WHEREOF I hereunto set my hand and affixed my official seal this _____ day of _____, 202___.

_____
Notary Public and for the State of Texas

EXHIBIT "1"

(NAWSC Transfer Area Map/Description)

13.255 Application to Amend The City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



General Location Map of
Wisconsin Heights Subdivision

N

Legend:

Requested Area to Transfer

Created by: GABRIEL RODRIGUEZ
Date Created: May 05, 2026

Feet 0 1,500 3,000

13.255 Application to Amend The City of Edinburg (CCN No. 12106) and North Alamo W.S.C. (CCN No. 10553) in Hidalgo County



Detailed Map of
Wisconsin Heights Subdivision

N

Legend

REQUESTED AREA TO BE TRANSFERRED

Created by: GABRIEL RODRIGUEZ
Date Created: May 05, 2026

Feet 0 150 300

EXHIBIT "2"

(NAWSC Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

MINUTES
NORTH ALAMO WATER SUPPLY CORPORATION
July 20, 2017

Present	Staff	Other
Steve D. Krenek	Steven P. Sanchez	Richard Fryer – Corp. Attorney
Dennis Goldsberry	Robert Rodriguez	Mike Hernandez – Melden & Hunt Eng.
Derrick Swanberg	Agustin Gomez	Ivan Garcia – Rio Delta Eng.
Abdiel Cuevas	Irma Tamez	Sam Ruiz - Visitor
Michael England	Robyn Rodriguez	Josh Ruiz - Visitor
Martin Drewry	Janie Sandoval	Josh Ruiz Jr. - Visitor
Ray Yeary	Ed Bennett	Juan Saenz – Saenz Utility
Thomas Jendrusch	Juan Elizondo	
Manuel Garcia	Janie Sandoval	

1. **Agenda Item #1**. The meeting was called to order by President Steve D. Krenek at 1:00 p.m.

2. **Agenda Item #2**. Mr. England moved for the approval of the minutes of June 20, 2017. Mr. Cuevas seconded and motion carried.

3. **Agenda Item #3.** Mr. Josh and Sam Ruiz (Water service to Tio Cano Rd. And Kansas City Rd.) – Went before the Board to request water service from NAWSC.

4. **Agenda Item #4**. Mr. E. Lucio III of Beatty Bangle Strama (BBS) was unable to attend the meeting.

5. **Agenda Item #5**. Mr. Jendrusch moved for the approval of ratifying the action taken last month on our power quote. Mr. Drewry seconded and motion carried with all in favor.

6. **Agenda Item #6.** An update was made by Mike Hernandez of Melden and Hunt, Inc. on:
   A. The Santa Rosa Project
   B. The Planning Acquisition and Design (PAD) for the North East Weslaco Area Wastewater Plant, La Villa Subdivisions, FM 1925, Owassa Rd waterline project and North Alamo's CIP application with Rural Development.

7. **Agenda Item #7.** Mr. Swanberg moved for the approval to engaging the service of Melden & Hunt Inc. for the design of a ground storage tank for water plant #4. Mr. Yeary seconded and motion carried with all in favor.

8. **Agenda Item #8.** Mr. Swanberg moved for the approval to engage the services of Millennium Engineering for geotechnical work associated with the North Weslaco EDAP Project. Mr. Yeary seconded and motion carried with all in favor.

9. **Agenda Item #9.** Mr. Yeary moved for the approval of pay request to Melden & Hunt on the Santa Rosa Project in the amount of $3,240.70:
   A. Basic Engineering Services/Design, Bid, Construction, Admin $ 415.70
   B. Additional Engineering Services/Hourly or Reimbursable Costs $2,825.00
   Mr. Drewry seconded and motion carried with all in favor.

10. **Agenda Item #10.** Mr. Goldsberry moved for the approval of pay request No. 5 In the amount of $77,904.00 to Saenz Brothers Construction, LLC for work completed to date on the Santa Rosa Waterline & Service Connection Improvement Project. Mr. Yeary seconded and motion carried with all in favor.

11. **Agenda Item #11.** Mr. Jendrusch moved for the approval of pay requests to Melden & Hunt Inc. on the following CIP Phase 1 Projects: (Combined Total $5,520.00)
    A. Engineering Design of Reservoir for the Delta Regional WTP in the amount of $5,520.00;
    B. Engineering Design for 12" waterline along RM 1925 from FM 493 to Brushline and 16" Mile 2 W Waterline in the amount of $0.00;
    C. Engineering Design on one MG Composite Elevated Storage Tank in the amount of $0.00.
    Mr. Yeary seconded and motion carried with all in favor.

12. **Agenda Item #12.** Mr. Yeary moved for the approval of pay request of $8,875.00 on the 10" Owassa Rd. Waterline Project to Melden and Hunt. Mr. England seconded and motion carried with all in favor.

13. **Agenda Item#13**. Mr. Swanberg moved for the approval of pay request of $95,138.00 to Melden and Hunt, Inc. for NAWSC on the North Weslaco EDAP Project as follows:
    A. Permitting for Project - $0.00
    B. Preliminary Engineering (Category "D") - $0.00
    C. Project Environmental - $0.00
    D. Project Management $0.00
    E. Design Services - $84,288.00
    F. Surveying Service $8,600.00
    G. Easement Services - $2,250.00
    Mr. Yeary seconded and motion carried with all in favor.

14. **Agenda Item #14**. A report was made by Ivan Garcia of Rio Delta Engineering on the TWDB Loan Grant Application/BECC Loan Application for the Regional Wastewater Project and presentation on Phase 2 of the Donna Regional Wastewater Plant.

15. **Agenda Item #15.** Mr. England moved for the approval of pay request of $7,856.35 to Rio Delta Engineering for work completed on the North Alamo Regional Wastewater Treatment Plant Collection System Phase 1 – Lift Station "D" Bid No. BEIF TX 0590 for construction management services (contingent on final NAD Bank/BECC approval). Mr. Yeary seconded and motion carried with all in favor.

16. **Agenda Item #16.** Mr. England moved for the approval of pay request #3 of $155,917.37 to Saenz Brothers Construction, LLC, for work completed to date on the North Alamo Regional Wastewater Treatment Plant Collection System Phase I-Lift Station "D" – Bid No. BEIF TX 590- (contingent on final NAD Bank/BECC approval). Mr. Yeary seconded and motion carried with all in favor.

17. **Agenda Item #17**. Mr. Goldsberry moved for the approval of pay request (s) to Rio Delta Engineering for work completed to date on the Regional Wastewater Treatment Plant Project as follows: (Combined Total: $20,635.41)
    A. Resident Project Representative - $9,504.00;
    B. Bidding and Negotiation Phase - $8,948.23;
    C. Construction Phase - $2,183.17;
    D. Material Testing –Raba Kistner - $0.00
    Mr. Yeary seconded and motion carried with all in favor.

18. **Agenda Item #18.** Mr. Yeary moved for the approval of pay requests to Saenz Utility Contractors, LLC for work completed to date on the TWDB Project #10430, CID 04 – Bid 276.1 (d) – Lift Station "C" Collection System Contract as follows:
    A. Pay Estimate request #4 in the amount of $69,894.11;

Continued with Agenda Item #18:

B. Pay Estimate #5 and Final in the amount of $15,248.41;
C. Change Order #1 – Final reconciliation to decrease final contract amount by $27,776.30
Mr. Garcia seconded and motion carried with all in favor.

19. **Agenda Item #19.** Mr. Yeary moved for the approval of final acceptance of work under contract TWDB Project #10430, CID 02-Bid 276.1 (d) – Lift Station "C" Collection System by North Alamo WSC. Mr. Jendrusch seconded and motion carried with all in favor.

20. **Agenda Item #20.** Mr. Yeary moved for the approval of pay request #16 of $135,612.50 to Associated Construction Partners, LTD for work completed to date on the TWDB Project $10430 – Bid 276.1 (a) – NAWSC Regional Wastewater Treatment Plant Project. Mr. Cuevas seconded and motion carried with all in favor.

21. **Agenda Item #21**. No pay request to Ferguson Service Systems, Inc. for work completed to date on the TWDB Project #10430 Bid 276.1 (e) – Lift Station A, B, C and WWTP Main Lift Station Project.

22. **Agenda Item #22.** Mr. Garcia moved for the approval of buyout and release of service area being 0.35 acres located on the north side of Wisconsin Road east of US Business 281 for Wisconsin Heights Subdivision to the City of Edinburg. (Letter request for buyout in subdivision file.) *See Item #27-G. Mr. Drewry seconded and motion carried with all in favor.

23. **Agenda Item #23**. Mr. Garcia moved for the approval of Financial Statement for June 2017 as presented by Ed Bennett. Mr. Jendrusch seconded and motion carried with all in favor.

24. **Agenda Item #24**. Water Operations Report, Rodriguez
    A. Water Loss for the Month of June, 2017 (-1.10%) 28-day cycle
    B. Plant #1 Clarifiers
    C. Lasara RO Well Pump
        (1) Mr. Swanberg moved for the approval of accepting bid from AWWT in the amount of $53,438.23 to fish out old pump and install new pump and motor at Lasara RO Plant. Mr. England seconded and motion carried with all in favor.

25. **Agenda Item #25.** Wastewater Operations Report, Agustin Gomez
    A. Wastewater Operations Report
        (1) Report on Wastewater Treatment Plants and Collection Systems for June, 2017

26. **Agenda Item #26.** General Manager's Report
    A. Mr. England moved for the approval of appointing Derrick Swanberg as a new Trustee for North Alamo's 401(k). Mr. Cuevas seconded and motion carried with all in favor.
    B. Report on North Cameron Well
    C. Mr. England moved for the approval of a $2,000.00 donation to Valley Interfaith. Mr. Swanberg seconded and motion carried with all in favor.
    D. Report on City of Mercedes buyout
    E. Report on City of Pharr
    August Board Meeting 08/15/17
    August 08-09, 2017 TCEQ Public Drinking Water Conference in Austin;
    August 23-25, 2017 SCMA Annual Conference & Expo in San Antonio.

27. **Agenda Item #27.** Mr. Swanberg moved for the approval of the following subdivisions:
   - **A.** Gilberto Hernandez Subdivision, 3 lots 10.0 acres, located on the northwest corner of Mile 15 N Rd. and Mile 1 W Rd; developers – Gilberto and Noel Hernandez
   - **B.** IDEA Elsa Academy and College Prep Phase I Subdivision, 1 lot on 19.53 acres, located on the north side of Mile 16 N Rd. east of FM 88, developer – Idea Public Schools
   - **C.** Rancho Nuevo Estates Subdivision, 100 lots on 68.324 acres, located on the northeast corner of Mile 4 W Rd. and Mile 17.5 N Rd., developer – Saul Ortega
   - **D.** RSBR DG-La Blanca Subdivision, 1 lot on 1.701 acres, located on the south side of FM **1925** west if FM 493; developers – Eloy Z and Elma Gonzalez
   - **E.** San Martin Subdivision No. 4, 25 lots on18.15 acres, located on the north side of Canton Rd. west of Dillon Rd., developer – Tres Maravillas, LLC
   - **F.** Weslaco North Fire Station Subdivision, 2 lots on 48.682 acres located on the south side of Mile 11 N Rd. east of FM 88, developer – City of Weslaco, Texas
   - **G.** *Wisconsin Heights Subdivision, 1 lot on 0.35 acres, located on the north side of Wisconsin Rd. east of US Bus 281, developer – Exiquio and Orfelinda Salinas *See Item **#22.** Request for buyout.

   These subdivisions are subject to the Corporation's rules and regulation. Mr. Yeary seconded and motion carried with all in favor with the exception Mr. Martin Drewry abstained from letter E.

28. **Agenda Item #28.** Mr. Swanberg moved for the approval of accepting finished subdivisions:

Subdivision Name	Date Finished	Value
A. Bon Viejo Phase 2 Subd	Recorded 07/10/17	$97,690.25
June 2017 Total Completed Infrastructure:		$97,690.25

   Mr. Cuevas seconded and motion carried with all in favor.

29. **Agenda Item #29.** Mr. Goldsberry moved for the approval of Membership Applications, Installations, Membership Transfers, and Membership Cancellations. Mr. Yeary seconded and motion carried with all in favor.

30. **Agenda Item #30.** The Board did not retire from Regular Session to enter into executive session to discuss the following:
   - **A.** Discussion on possibly buying additional land for one of North Alamo's water plants.

31. **Agenda Item #31.** No action at this time on buying additional land for one of North Alamo's water plants.

32. **Agenda Item #32.** Mr. Swanberg moved to adjourn the meeting at 2:55 p.m. Mr. Jendrusch seconded and motion passed with consensus.

Irma Tamez, Recording

Derrick Swanberg – Secretary

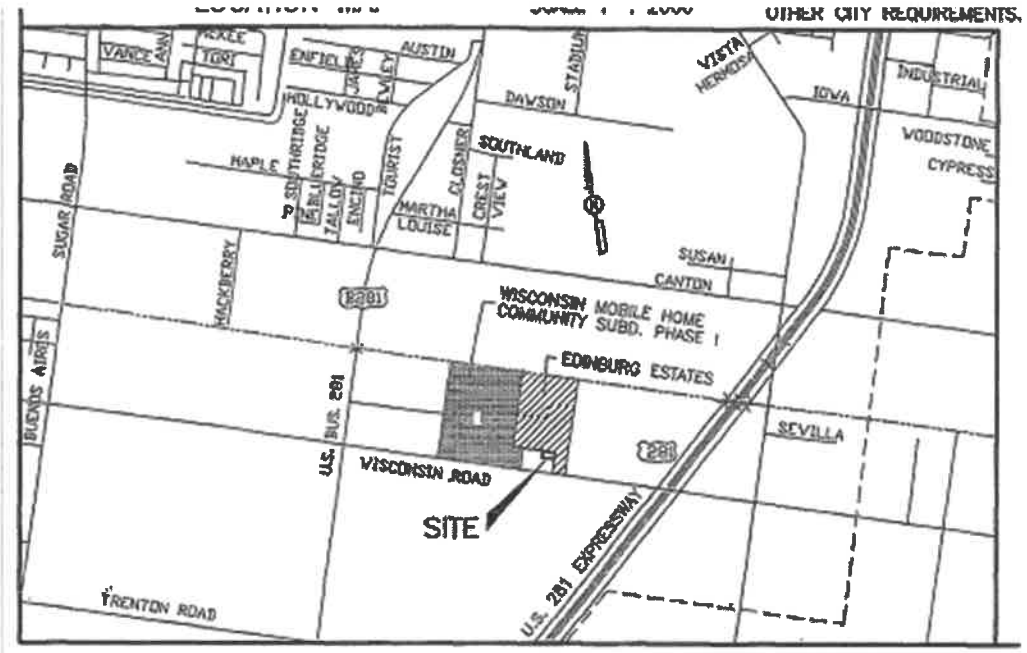
Steve D. Krenek - President

SUBDIVISION CHECK LIST

	Subdivision Name	**WISCONSIN HEIGHTS SUBDIVISION**			
	No. of Lots / Gross & Net Acres	**1 LOT 0.35 ACRES**			
	Location	**E. OF BUS. 281 N. OF WISCONSIN RD.**			
	Developer's Name	**EXIQUIO & ORFELINDA SALINAS**		Ph #	
	Engineering Firm	**QUINTANILLA - HEADLEY & ASSOCIATES**		Ph #	**381-6480**
	Contractor			Ph #	
	ITEMS		**AMOUNTS**		**RECEIPTS**
	Preliminary Plat				
	Utility Layout	**3/22/2017**			
	Board of Director's Appr.to proceed	**BUYOUT PAID 11/26/18 CK. # 00104964**	**$684.00**		
	Subdivision Narrative Letter				
	Warranty Deed				
	Subdivision Review Fee			Rec #	
	A/P County/State Bore Permits			Rec #	
	Hydraulic Analysis Study				
	Water Service Agreement Signed				
	Letter of Conditions Issued & Rec.				
	Black Hydrant Legal Deposit			Rec #	
	Fire Hydrant Liab. Ins. Reims.			Rec #	
	County / City Notice To Proceed				
	Submittal of Material List for Project				
	Preconstruction Meeting				
	NAWSC Separate M.P.O. Easement				
	Irrigation District Exclusion Letter			Irri.	
	Administrative Filing Sub			Rec #	
	Installation Deposits-Curr YR			Rec #	
	New/Forfeited Membership			Rec #	
	Water Supply Fee			Rec #	
	Sewer Provider				
	W.W. Subdivision Review Fee			Rec #	
	W.W. Administrative Filling Fee			Rec #	
	WW Capacity Replacement			Rec #	
	NAWSC Sewer Final certification				
	Pipe line Pressure Test				
	Bac-it Sample Approved				
	Service connections Pad Lock				
	Engineer Cost of Wtr Improv.				
	3.5 C.D Disk on State Plain format				
	Subdivision As-Builts				
	FINAL Inspector's Wtr Certification		**DATE**		
	Thirty Year Letter				
	Date Plat Recorded				
	Recorded Plat Received				

WISCONSIN HEIGHTS SUBDIVISION

A 0 35 OF AN ACRE TRACT OF LAND OUT OF LOT 18, KELLY–PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 2847801, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.



COUNTY COURT
COUNTY OF HIDALGO TEXAS

FILED FOR RECORD IN
HIDALGO COUNTY
ARTURO GUAJARDO, JR.
HIDALGO COUNTY CLERK

ON 10-10-17 AT 3:32 AM/PM
INSTRUMENT NUMBER 2856494
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY _____ DEPUTY

Doc-2847801

VG-120-2017-2847801

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg, Texas 78540

Document No: 2847801

Recorded On: September 08, 2017 10:29 AM

Billable Pages: 3

Number of Pages: 4

*******Examined and Charged as Follows*******

Total Recording: $44.00

*******THIS PAGE IS PART OF THE DOCUMENT*******

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document No:	2847801
Receipt No:	20170908000084
Recorded On:	September 08, 2017 10:29 AM
Deputy Clerk:	Tania Rivera
Station:	CH-1-CC-K11

Record and Return To:

Arturo R. Cantu, Attorney at Law
7417 North 10th St.

McAllen TX 78504

COUNTY COURT
COUNTY OF HIDALGO, TEXAS

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas.

Arturo Guajardo Jr.
County Clerk
Hidalgo County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Conforms to State Bar of Texas Form

Date: September 6, 2017

Grantor: EXIQUIO SALINAS and wife, ORFELINDA SALINAS

Grantor's Mailing Address (including county): 801 E. Wisconsin Road
Edinburg, Texas 78539
Hidalgo County, Texas

Grantee: ISBEL SALINAS, Single

Grantee's Mailing Address (including county): 801 E. Wisconsin Road
Edinburg, Texas 78539
Hidalgo County, Texas

Consideration: TEN AND NO/100THS ($10.00) DOLLARS and other good and valuable consideration

Property (including any improvements):

A 0.35 of an acre tract of land out of Lot 18, Kelly-Pharr Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 3, Pages 133 and 134, Deed Records, Hidalgo County, Texas, and according to Warranty Deed recorded under County Clerk's Document Number 403630, Official Records, Hidalgo County, Texas, reference to which is here made for all purposes and being more particularly described by metes and bounds attached hereto as Exhibit "A".

Reservations from and Exceptions to Conveyance and Warranty:

All valid, existing, and enforceable liens and exceptions of record.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to

have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT, NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION ON TITLE TO THIS PROPERTY.

When the context requires, singular nouns and pronouns include the plural.

EXIQUIO SALINAS

ORFELINDA SALINAS

(Certificate of Acknowledgment)

State of Texas
County of Hidalgo

On this 6th day of September, 2017, before me, personally appeared EXIQUIO SALINAS and wife, ORFELINDA SALINAS, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

MARIA CELIA VEGA
Notary ID #4550612
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. May 27, 2021

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CANTU & CANTU
Attorneys At Law
7417 North 10th Street
McAllen, Texas 78504

PREPARED BY:

CANTU & CANTU
Attorneys At Law
7417 North 10th Street
McAllen, Texas 78504

FILE NUMBER: 0917-3949

METES AND BOUNDS

A 0.35 OF AN ACRE TRACT OF LAND OUT OF LOT 18, KELLY-PHARR SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 133 AND 134, DEED RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 403630, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 18 FOR THE SOUTHWEST CORNER OF THIS TRACT, SAID ROD BEARS N 08°25' E, 176.66 FEET FROM THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°25' E, ALONG THE WEST LINE OF LOT 18, A DISTANCE OF 95.00 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF AMENDED PLAT OF EDINBURG ESTATES PHASE I (RECORDED IN VOLUME 40, PAGE 156, MAP RECORDS, HIDALGO COUNTY, TEXAS) FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 81°35' E, ALONG THE WEST LINE OF AMENDED PLAT OF EDINBURG ESTATES PHASE I, A DISTANCE OF 160.35 FEET TO A 1/2" IRON ROD FOUND ON THE WEST RIGHT OF WAY LINE OF STEPHEN DRIVE FOR THE NORTHEAST CORNER OF THIS TRACT.

THENCE; N 08°25' W, ALONG THE WEST LINE OF AMENDED PLAT OF EDINBURG ESTATES PHASE I AND THE WEST RIGHT OF WAY LINE OF STEPHEN DRIVE, A DISTANCE OF 95.00 FEET TO A 1/2" IRON ROD WITH CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°35' W, A DISTANCE OF 160.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.35 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH AMENDED PLAT OF EDINBURG ESTATES PHASE I, RECORDED IN VOLUME 40, PAGE 156, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: MARCH 3, 2017

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"A"

WISCONSIN HEIGHTS SUBDIVISION

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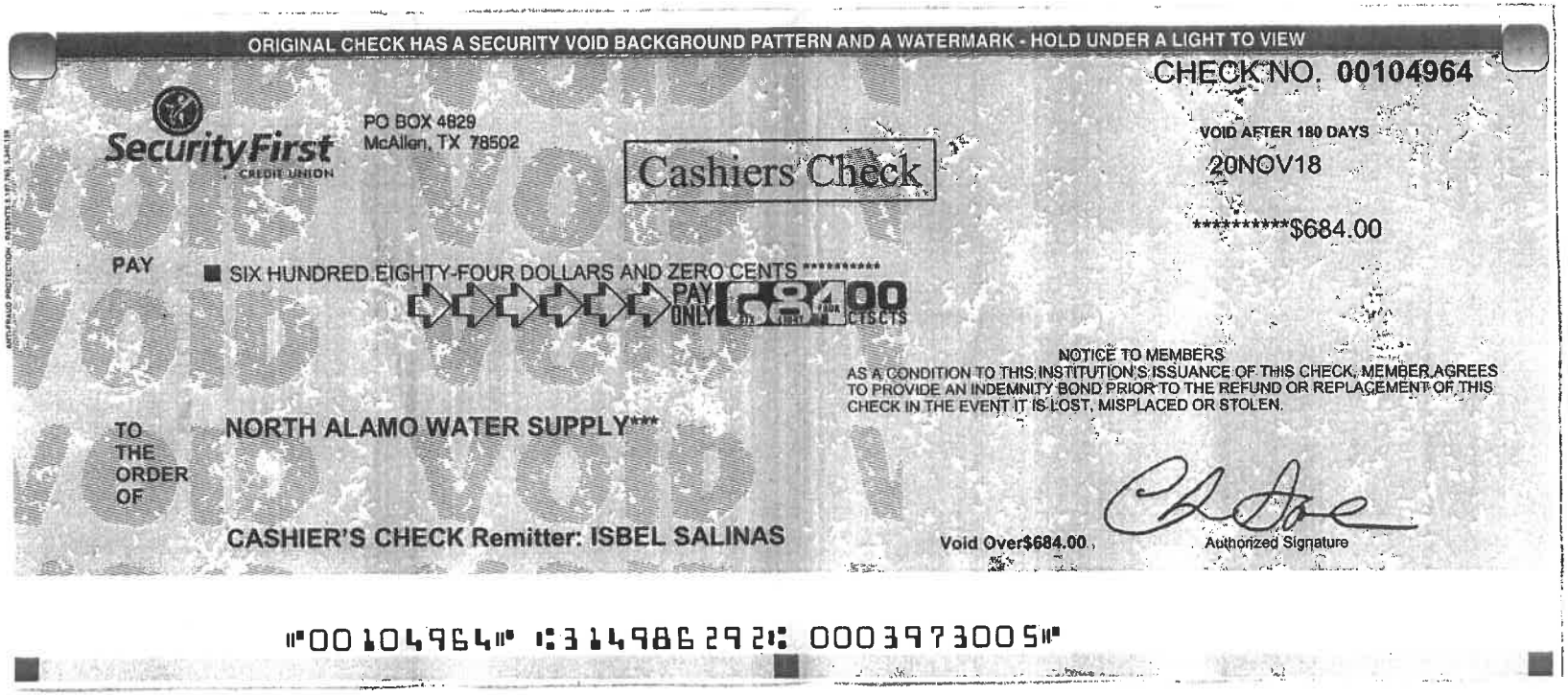
STATE OF TEXAS
COUNTY OF HIDALGO

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE FROM AN ACTUAL SURVEY MADE ON THE GROUND OF THE PROPERTY LEGALLY DESCRIBED HEREON, AND THAT THERE ARE NO APPARENT DISCREPANCIES, CONFLICTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE UTILITY LINES OR ROADS IN PLACE, EXCEPT AS SHOWN ON THE ACCOMPANYING PLAT, AND THAT THE CORNER MONUMENTS SHOWN THEREON WERE PROPERLY PLACED UNDER MY SUPERVISION IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF THE CITY OF EDINBURG, TEXAS.

DATED THIS THE 25TH DAY OF APRIL 20 17.

REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856 STATE OF TEXAS




ORIGINAL CHECK HAS A SECURITY VOID BACKGROUND PATTERN AND A WATERMARK - HOLD UNDER A LIGHT TO VIEW
CHECK NO. 00104964
SecurityFirst CREDIT UNION
PO BOX 4829
McAllen, TX 78502
Cashiers Check
VOID AFTER 180 DAYS
20NOV18
**********$684.00
PAY
SIX HUNDRED EIGHTY-FOUR DOLLARS AND ZERO CENTS **********
PAY ONLY $684.00 CTS CTS
NOTICE TO MEMBERS
AS A CONDITION TO THIS INSTITUTION'S ISSUANCE OF THIS CHECK, MEMBER AGREES TO PROVIDE AN INDEMNITY BOND PRIOR TO THE REFUND OR REPLACEMENT OF THIS CHECK IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.
TO THE ORDER OF
NORTH ALAMO WATER SUPPLY***
CASHIER'S CHECK Remitter: ISBEL SALINAS
Void Over$684.00
Authorized Signature
"00104964" :314986292: 0003973005"

BUY-OUT

WISCONSIN HEIGHTS SUBDIVISION

(LOCATION) EAST OF BUS 281 NORTH OF WISCONSIN ROAD

(ACREAGE) 0.35

(DEVELOPER) EXIQUIO & ORFELINDA SALINAS

(BUYOUT FEE) $684.00

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions ★ Surveys

June 22, 2017

Mr. Richard Garcia
Construction Group Supervisor
North Alamo Water Supply Corporation
420 S. Doolittle Road
Edinburg, Texas.

Re: Proposed Wisconsin Heights Subdivision (0.35 Acres - 1 Lot)

Dear Mr. Garcia,

We are providing the professional engineering services to Ms. Isabel Salinas for the development of this subdivision.

This property is within the North Alamo Water Supply Corporation CCN for water service.

We are proposing to connect to the City of Edinburg's water service system.

I am requesting a buyout from NAWSC. Please place this request on the next Board of Directors meeting for their consideration.

Should you have any questions or require any additional information, please do not hesitate to contact me at 381-6480.

Respectfully,

P.E.

Alfonso Quintanilla, P.E., R.P.L.S.
President

124 E. Stubbs, Edinburg, TX 78539 ★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

EXHIBIT "3"

(CITY Minutes and/or Resolution Approving Counter-Part Agreement for Buyout and Transfer of Service Area)

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
CONSENT AGENDA
Agenda Item No: 12.B.
Golf Course Management & Operations Services to Troon Golf Inc.

1. **Agenda Item:**
Consider Awarding RFP No. 2026-010, Golf Course Management & Operations Services for Los Lagos Golf Course and Ebony Hills Golf Course Proposal to Troon Golf Inc. and Authorize the City Manager or Designee to Negotiate an Agreement Related Thereto. [Tomas D. Reyna, Assistant City Manager]

2. **Description:**
The City of Edinburg issued Request for Proposals (RFP) 2026-010 seeking a qualified and experienced firm to provide comprehensive management and operational services for Los Lagos Golf Course and Ebony Hills Golf Course. The objective of this solicitation is to enhance operational performance, improve financial sustainability, maintain high-quality course conditions, and elevate the overall customer experience at both facilities.

On April 7, 2026, Requests for Proposals were opened for RFP No. 2026-010 Golf Course Management & Operations Services for Los Lagos Golf Course and Ebony Hills Golf Course. A total of seven (7) proposals were received and opened. The proposals were evaluated and ranked by the City Manager's Office based on established criteria, including experience, operational approach, financial strategy, and overall ability to meet the City's goals. Following the evaluation, the top-ranked firms were invited to participate in an interview phase to further assess qualifications and approach. Based on the comprehensive evaluation and interview process, the highest-ranked proposer has been identified as the most qualified firm to provide the requested services. Staff recommends awarding RFP 2026-010 to the highest-ranked proposer.

The vendors below are listed in ranking order.

1. Troon Golf Inc.
2. Orion Golf
3. Oliphant Golf
4. American Golf
5. Atlantic Golf Management
6. SSS Down to Earth Opco, LLC
7. Thomas Management Solutions, LLC

Approval of this item will authorize the City Manager or designee to enter into negotiations with the selected firm and execute a professional services agreement, subject to final terms and conditions acceptable to the City.

The financial terms, including management fees, revenue-sharing structure, and operational responsibilities, will be negotiated as part of the agreement. The intent is to improve the financial performance and long-term sustainability of both golf course facilities.

3. **Staff's Recommendation:**

Approve Awarding RFP No. 2026-010, Golf Course Management & Operations Services for Los Lagos Golf Course and Ebony Hills Golf Course Proposal to the Highest Rank Proposal and Authorize the City Manager or Designee to Negotiate an Agreement Related Thereto.

Reviewed by:

Prepared by:
Tomas Reyna, Assistant City Manager

Attachments:

A. Aggregate Scores Summary (1)
B. Troon_-_RFP2026-010_-_Edinburg_TX
C. Oliphat Los_Lagos_Ebony_Hills_TX_RFP_FINAL
D. Orion_-_Ebony_Hills_Los_Lagos_RFP
E. American Golf - Los Lagos - Ebony Hills RFP Response 04-07-2026
F. Los_Lagos_-_Ebony_Hills_RFP_Response_FINAL_04-07-2026
G. ATLANTIC_GOLF_MANAGEMENT_RFP
H. TMS_REVISED_CONTRACT

Troon Proposal Tabulation

Vendor	Brandon Alaniz	Nelda Ramirez	Tomas Reyna	Jesus Saenz	Flor Segura	Total Score
Oliphant Golf Management	93	94	95	95	78	91
Orion Golf TX, Inc.	96	93	95	91	77	90
Troon Golf, LLC	87	91	96	95	72	88
American Golf Corporation	78	92	95	94	80	88
Atlantic Golf Management	52	85	88	87	70	76
SSS Down to Earth Opco, LLC	29	90	94	95	59	73
THOMAS MANAGEMENT SOLUTIONS LLC	3	10	15	83	12	24

Interview the top 3 Firms - but 3rd place was tied for 3rd so we interviewed 4 Firm.

RFP #2026-10 Golf Course Management & Operations Services for Los Lagos Golf Course & Ebony Hills Golf Courses Top Ranking Interview Proposal Tabulation

	Tom Reyna	Nelda Ramirez	Jay Saenz	Flor Segura	Brandon Aaniz	Total
Orion Golf	27	26	28	28	27	136
Oliphant Golf	28	28	24	25	30	135
American Golf	25	25	25	24	25	124
Troon	34	32	24	30	33	153

After Interview It was determeined that Troon was the top ranked firm and is being recommending to start contract negoations.

TROON®

MANAGEMENT | DEVELOPMENT | MARKETING

April 7, 2026

City of Edinburg, TX
415 W. University Drive
Edinburg, TX 78541

To Whom It May Concern:

Thank you for the opportunity to submit the enclosed proposal in response to the City of Edinburg (the "City") RFP 2026-010 for Golf Course Management & Operations Services for Los Lagos & Ebony Hills Golf Course, collectively, (the "Courses"). We view this opportunity as both a privilege and a responsibility - to partner with the City in restoring a valued community asset, delivering operational transparency, and ensuring the long-term sustainability of golf in Edinburg.

As the #1 most selected municipal golf management company in the nation, Troon operates 145+ municipally owned golf courses, nearly twice as many as any competitor, and 14 facilities in the state of Texas. No other management firm offers the same scale, experience, and proven results in public-sector golf.

In reviewing the RFP and relevant financial information related to the Courses, we applaud the City for proactively seeking a new approach. Troon has extensive experience working with municipal golf courses facing similar challenges - transforming struggling, subsidized facilities into self-sustaining community assets. Each engagement is a case study in how public golf can thrive when operated with professionalism, accountability, and community focus.

With a right-sized operating model in place, the City can expect immediate, tangible results - stabilized operations, optimized course conditions, reduced general fund subsidy and an enhanced experience for all golfers. Equally important, our approach provides full transparency into every financial and operational detail, enabling data-driven oversight and informed decision-making. This combination of immediate results and strategic visibility positions the City to confidently shape the long-term future of the Courses.

On behalf of our entire team, we thank you for the opportunity to be considered. We are genuinely excited about the prospect of partnering with the City to revitalize the Courses, restore their stability, and ensure they remain a source of pride for residents for generations to come.

Sincerely,



GRANT JOHNSON
DIRECTOR
JOHNSON@TROON.COM
571.926.5011



JOE GOODRICH
SENIOR VICE PRESIDENT
JOE.GOODRICH@TROON.COM
703.626.3484

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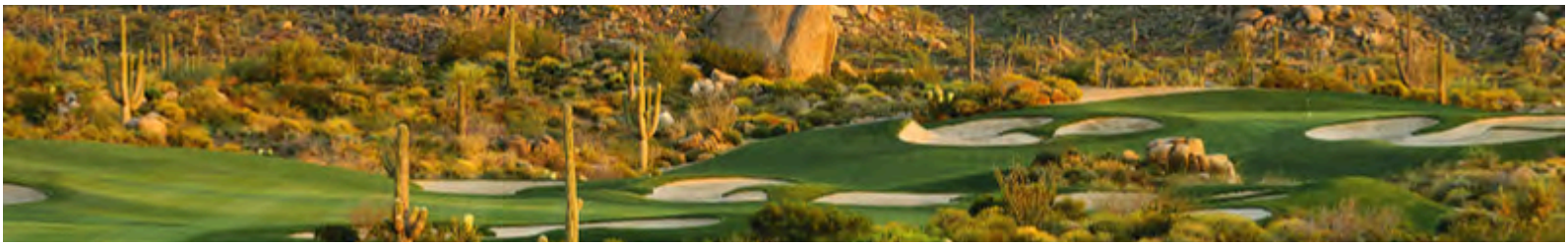


EXECUTIVE SUMMARY

OVERVIEW

Los Lagos Golf Course and Ebony Hills Golf Course, collectively, (the "Courses") are owned by the City of Edinburg (the "City") and serve as important recreation assets in the community, as all municipal golf courses should. The role of municipal golf is to provide accessible, high-quality experiences while delivering meaningful value to the communities they serve. To meet that standard, they must be operated through a strategic lens focused on accessibility, community engagement, quality conditions, and sustainable performance over time.

Historically, the Courses have been operated under a self-managed model, as is common among similar municipal facilities. Over 90% of municipalities do not possess the necessary experience, economies of scale or specialized expertise to operate a golf course. While this structure can provide control, it often results in inefficient labor and expense models, limited marketing capabilities, deferred capital investment, and limited ability to operate as self-sustaining assets. Despite the significant growth in golf participation recently and the Courses hosting 50K+ combined rounds yearly, they have not capitalized on this surge in demand. As a result, both facilities continue to rely on significant financial subsidy from the General Fund to the tune of $1.2M+ annually. To this end, the City has released an RFP seeking a proven partner to serve as a steward of these facilities for the benefit of all stakeholders - most importantly, the community members who play and enjoy them daily.

OBSERVATIONS

The City is at a crossroads; it can fail to address major issues causing the massive annual subsidy or move to a proven operating model by selecting a strategic partner to provide management of both facilities to right the ship. The City needs to engage with a proven partner to create and execute a plan that revitalizes the facility, improves conditions, improves service levels, increases marketing initiatives, and ensures long-term sustainability. The City's needs can only be addressed by an operator with proven success, regional experience, dedicated resources, efficient systems and scale with tools and company culture to drastically improve financial performance and operational standards. We firmly believe that Troon is the ideal partner to lead this transformation. The issues preventing sustainability are as follows:

- The City does not possess the expertise, resources, or systems and platforms in human resources, training, marketing, analytics, or management to operate a single golf course business enterprise. The City will continue to miss opportunities and invest additional dollars due to the lack of scale in all areas of the operation and proper oversight.

- Municipal labor costs are often above market due to mandated benefits and retirement contributions for both unionized and government employees. In many cases, these labor models are less efficient than private-sector equivalents, and higher staffing levels are required to achieve similar productivity. As a result, the effective workforce can be 20% to 25% smaller for the same labor budget in a more market-aligned model. For Edinburg, Staff Wages and Benefits makes up 91% of Total Revenue ($1.959M), carrying a Labor Burden of 43% of Direct Labor. As stated, this is not uncommon for self-operated municipal golf courses, nevertheless it is inefficient and a major contributor to the City's current financial situation.

In reviewing the financials obtained from the City's website, the Courses are being subsidized by approximately $1.1M under the approved 2026 budget. If this level of subsidy were to continue, it would result in a cost to the City, and ultimately its taxpayers, of more than $5.5M over the next five years. As outlined in the "Financial Plan" section of our proposal, Troon has developed an operating proforma built on a right-sized labor and expense model. Based on our model, we believe that privatizing the Courses would result in a savings to the City in excess of $4M over that same time period.

OPPORTUNITY

All golf courses need a 'strategic plan' that addresses their infrastructure, amenities, and tactics for increasing rounds, revenue and cash flow. Such a plan is best done by a firm with a proven record of operating similar facilities in comparable urban and semi-urban markets. While all geographic markets are unique, all golf courses share identical cross-sectional characteristics. Troon's ability to analyze a market and understand the relative strengths and weaknesses of any course within that market, and the elements of the operating and marketing plan to execute, is without question, un-equaled in the golf industry today. Troon presents the opportunity to partner with a dedicated industry expert that has the experience, local knowledge – and especially municipal wherewithal – to provide a comprehensive plan that improves the value proposition to benefit the City, golfers and associated stakeholders. We have identified key focal points in our proposed plan, including an elevated support and oversight structure, expertise in similar municipal situations, enhanced marketing initiatives, and strengthened community engagement.

FOCAL POINTS

1.) Support Structure – Troon's regional leaders are directly responsible for supporting a focused collection of clubs, allowing for a highly engaged, hands-on approach while leveraging the full strength of Troon's platform. This structure fosters an entrepreneurial mindset at the property level, supported by best-in-class resources and proven systems. For our courses, Troon provides dedicated corporate oversight across Operations, Marketing, Agronomy, Food & Beverage, Human Resources, Legal, IT, and other key disciplines. This prioritized management approach ensures that each property benefits from focused attention, stable leadership, frequent collaboration, and the full scale, sophistication, and expertise of the industry leader—delivering not just oversight, but a hands-on partnership that drives success. For the Courses, Troon will implement:

- **Single Point of Accountability –** One management team responsible for all golf, retail, F&B, and agronomy functions at both Courses.

- **Integrated Guest Journey –** A coordinated service model where tee times, merchandise, F&B, and special events are connected into one seamless experience for residents and visitors.

- **Operational Synergies –** Shared staffing models, cross-training, and centralized reporting that reduce costs, improve communication, and enhance service delivery.

- **Revenue Maximization –** Unified marketing, loyalty programs, and dynamic pricing strategies that capture incremental spend across all outlets, not just on the golf course.

- **Consistent Operating Standards –** Troon's established service and presentation benchmarks ensure that golfers enjoy the same high-quality experience at every interaction.

- **Procurement Advantages –** Troon-managed facilities benefit from our purchasing power, allowing us to save on key operational items and leverage economies of scale to deliver greater value across all areas of operations.

By unifying operations into an integrated platform, Troon will transform the Courses into a holistic experience. This approach ensures that every dollar invested is reflected in stronger financial results, greater guest satisfaction, and long-term community value.

2.) Municipal Expertise & Engagement – Troon has earned a strong reputation as a trusted and successful operator of municipal golf facilities across the United States. For more than 30 years, Troon has partnered with cities, counties, and public agencies to enhance operations, elevate the golfer experience, and protect these important community assets for the long term. Today, we manage more than 145 municipally owned facilities nationwide, reflecting a track record of consistent performance and long-standing client relationships. Municipal golf courses serve as accessible recreational amenities and important community gathering places for both golfers and non-golfers alike. Operating these facilities requires a thoughtful balance of financial stewardship, public accountability, community engagement, and course conditions. Troon understands these intricacies and works collaboratively with each of our municipal partners to ensure each facility matches the goals of all stakeholders involved. Troon will work collaboratively with City leadership and onsite staff to evaluate and thoughtfully enhance existing events, leagues, junior programming, and tournaments while identifying opportunities to expand community engagement in a measured and sustainable way. Developing a well-rounded social and programming calendar can meaningfully increase utilization, strengthen resident loyalty, and attract new players to the game. Troon is the only management company employing a dedicated Director of Community Engagement with a proven approach to maximizing each facility's potential for events and programming. and attract golfers currently not utilizing the facility.

3.) Increasing Utilization and Revenue – Golf is a high fixed-cost business. Adding additional rounds of golf provides incremental revenue that does not materially impact labor and expenses. Troon will focus on the following strategies to increase golf revenue:

- **Marketing –** Troon's proactive marketing approach emphasizes segmented communication and tailored messages to each individual based on his/her playing habits and interests. We will be squarely focused on growing the existing base and acquiring new golfers for the Courses, as described below:

    - **Acquisition:** Troon will develop a targeted advertising campaign and aggressive marketing plan to attract the attention and interests of the local community and to penetrate the immediate market. Troon will implement strategies and tactics to increase awareness and attract golfers currently not utilizing the facility.

    - **Retention:** Troon utilizes proven database management systems to track reservations, playing, and spending history; develop programs and offers that best meet the expressed needs of those guests; and utilize direct marketing techniques to communicate individually with each golfer. Guests will be better informed about Course happenings and continually invited to join new programs. Enhanced communication will prove vital to improving the perceived value of the facility.

    - **Loyalty:** Troon will increase loyalty through the delivery of an experience that is fun, enjoyable, and fulfills the expressed needs of all patrons. Our marketing focus will be on growing Share of Wallet, delivering programs specifically designed to increase spend during each visit, and eventually converting frequent users to members. Troon has implemented successful loyalty programs at each of our clubs to promote under-utilized times.

- **Yield Management –** Troon has proprietary dynamic pricing technology to increase share of golfers' wallet and average spend per round. Automated dynamic pricing allows Troon to maximize golf revenue by routinely adjusting online rates based upon a variety of calculations including: historical utilization, historical pricing, historical weather, weather forecasts, competitor pricing, and demand. Troon will quickly integrate our pricing methodology at the Courses to increase rounds and revenues, while simultaneously protecting rate integrity and member access.

4.) Embrace Technology – Troon has heavily invested in a business development system to manage relationships and interactions with current and potential guests. Guest contact information, as well as their behaviors, interests and buyer status are stored in one central location.

- Touch-free / Mobile: Mobile owners will increase to over 7 billion by 2026, so having the right platform to connect with them on their phone is critical. Gallus Golf is the leader in custom golf course apps and our preferred vendor. Troon will create a "Edinburg" Mobile application – free to all users, with features including:

- Booking Tee Times
- Virtual Caddie (GPS)
- Electronic Scoring / Stats Tracking
- Loyalty, Rewards & Electronic Punch Card
- Offer Locker Specials & E-commerce
- On Tap Food & Beverage
- Push Notifications
- Club News and Updates
- Social Sharing



- **Monitoring & Reporting Technology:** Troon will utilize our proprietary reporting dashboard to monitor performance on a weekly basis. At the touch of a button, reporting includes MTD and YTD actual revenue and forecasted totals compared to budgets and PY totals, revenue trends, rounds totals by channel and type, sales trends and totals, lead generation totals, online star ratings, database growth rates, and trending NPS. The tab includes live reporting tools, pricing analysis and suggestions, database segmentation and zip code tracking, and more.

SUMMARY

In summary, Troon offers the City of Edinburg a proven partner with the experience, resources, and local market insight required to guide the Courses through their next chapter. Troon's unmatched municipal expertise, industry-leading agronomic and operational capabilities, hospitality-driven service model, and commitment to transparency position the City for long-term success. By aligning professional management with strategic reinvestment and data-driven oversight, Troon will help ensure the Courses remain vibrant, sustainable, and community-centered assets for years to come.





The Rawls Course at Texas Tech
Lubbock, TX

BACKGROUND & EXPERIENCE



TROON OVERVIEW

Troon started as one facility in 1990 and has grown to become the world's largest golf and golf-related hospitality management company. In addition to providing services to private, daily fee, resort, and municipal golf locations, Troon specializes in racquet sports, food & beverage, lodging, community associations, sports events, and more. We have grown our company by listening to and understanding specific opportunities and challenges of our clients, then customizing our approach to achieve success together. This is accomplished by providing a foundation comprised of the best talent in the industry and cultivating the creativity of our 40K+ associates worldwide. Our successful culture, combined with 35+ years of experience, allows us to develop the strategies that let our clients excel in this competitive industry.

LEADING CLUB MANAGEMENT BRANDS

TROON GOLF®

Responsible for the operations of daily fee and resort facilities

Troon Privé®

Specializes in private clubs, 75+ of which are member-owned

indigo SPORTS

Specializing in municipal and daily fee facilities

TROON INTERNATIONAL

Management services for all club types beyond the Americas

Innovative Specialty Brands

- CADDIEMASTER – Premier provider of caddie management and training services
- ClubUp – Enhanced caddie scheduling and communication technology
- True Club Solutions – Provider of real-world solutions through advisory services
- RealFood – Specializes in building guest and member food and beverage experiences
- Eventive Sports - Professional Sports Event Management, specializing in Golf Events
- ICON – Leader in amenity and community association management services
- Cliff Drysdale Tennis & Peter Burwash International – Leaders in tennis management

FIRM OVERVIEW

YEARS OF SERVICE:	36 Years, founded in 1990
NAME OF PARTY:	Indigo Sports, LLC
WEBSITE ADDRESS:	www.troon.com
OFFICE ADDRESS:	Troon - Scottsdale Corporate Headquarters 15044 N. Scottsdale Road, Suite 300 Scottsdale, AZ 85254
DATE OF INCORPORATION:	1990
STATE OF INCORPORATION:	Arizona
STATE OF ORGANIZATION:	Delaware
OFFICERS:	Tim Schantz, President & CEO Ruth Engle, EVP & CFO Jay McGrath, EVP & Chief Legal Counsel Jeff Hansen, EVP & General Counsel
NO. OF EMPLOYEES:	40,000+

LITIGATION HISTORY

From time-to-time Troon is involved in various legal proceedings. Troon operates at 950+ properties and has over 40k employees. In relation to the size of the company and number of employees, Troon's claim volume is below average. Troon has adequate insurance coverage and resources to cover all claims and no pending or threatened litigation or prior judgements will affect the operation of the agreement as outlined in the RFP.

TERMINATION HISTORY

Troon's long-standing commitment to excellence and contractual integrity is demonstrated by the fact that terminations for Troon default are exceedingly uncommon across its portfolio. Troon consistently works to resolve matters professionally and, wherever possible, amicably. Our legal team is available to discuss these matters further or provide additional context should the City wish to do so.

MISSION, VISION, VALUES

OUR MISSION

Deliver memorable experiences that cultivate lasting connections.





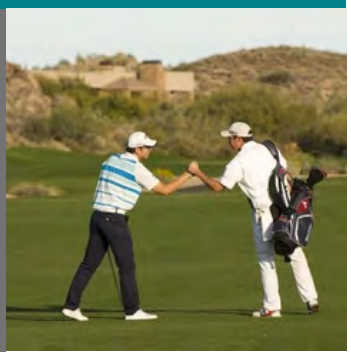
OUR VISION

Create unparalleled experiences fueled by a passion for enabling fun.

OUR VALUES

Consciously Kind
Attentively Inclusive
Infectiously Energetic
Genuinely Meticulous
Humbly Prosperous
Relentlessly Dedicated

Passionately Unified





"Our Mission, Vision and Values reflect the fabric and DNA of our company. Since 1990, when Dana Garmany founded Troon, we have all been dedicated to delivering memorable experiences with a keen eye for details, all while being kind, inclusionary and passionate about their responsibilities. Today these principles apply to all facets of our business, whether it be golf, tennis, caddie management or club-related hospitality."

TIM SCHANTZ
PRESIDENT & CEO

TROON DIFFERENTIATORS

Troon is the ultimate choice for the Courses. The chart below provides a straight-forward analysis of Troon's capabilities versus other firms in our industry. Troon is not just another management company. We provide an unmatched level of resources, personnel and hands-on experience than any other proposal for the City. We are happy to provide additional information, details or data as necessary.

	TROON®	OTHER NATIONAL MGMT. FIRMS	SMALL LOCAL OPERATORS
Currently managing 100+ facilities of similar size and offerings	✓	✗	✗
150+ Municipal Facilities Under Management	✓	✗	✗
Talent Acquisition Coordinators and a Pool of 40K+ Associates	✓	✓	✗
National Procurement Partnerships Delivering Cost Savings	✓	✓	✗
Successfully Overseen 185+ Golf Course Renovation Projects	✓	✗	✗
In-House Renovation/Construction Engineers, Architects and Project Managers	✓	✗	✗
Full-Time Corporate Director of Environmental Sustainability	✓	✗	✗
Full-Time Corporate Director of Community Engagement	✓	✗	✗

TEXAS PRESENCE

Troon is the world's largest golf & hospitality management company. When combined, the Troon family of brands provides services to **940+** locations and in **45+** states and **40+** countries. For brevity, below is a select list of Troon Brand-managed facilities located in Texas. For additional information, please visit www.Troon.com.

TEXAS (14)

- Buffalo Creek Golf Club, Rockwall, TX
- Cimarron Hills Golf & Country Club, Georgetown, TX
- Comanche Trace, Kerrville, TX
- Grand Lake Golf Club, Montgomery, TX
- Heritage Ranch Golf & Country Club, Fairview, TX
- High Meadow Ranch Golf Club, Magnolia, TX
- Kissing Tree Golf Club, San Marco, TX
- La Cantera Resort & Spa, San Antonio, TX
- Max A. Mandel Municipal Golf Course, Laredo, TX
- Split Rail Links & Golf Club, Aledo, TX
- Stonetree Golf Club, Killeen, TX
- Tapatio Springs Hill Country Resort, Boerne, TX
- The Hideout Golf Club & Resort
- The Rawls Course at Texas Tech, Lubbock, TX





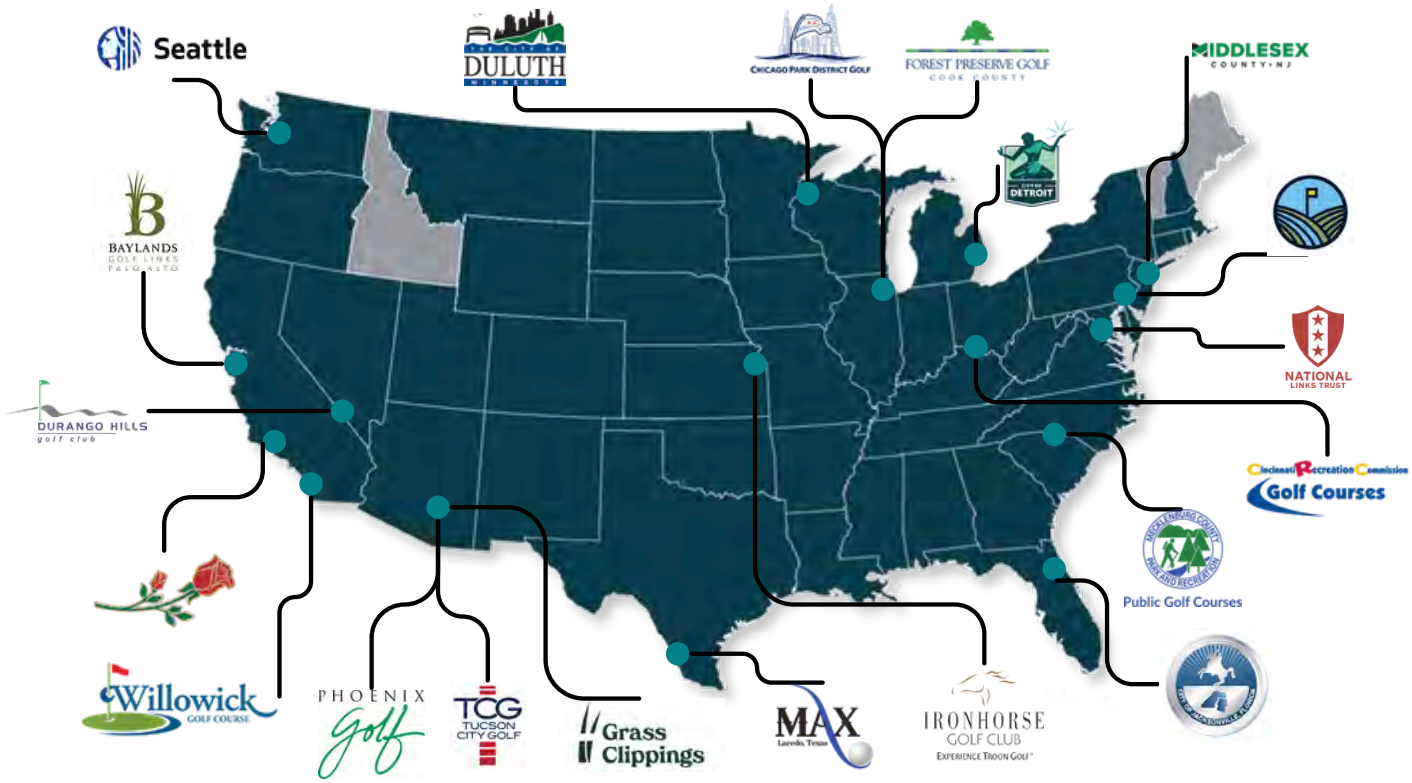






MUNICIPAL EXPERIENCE

Troon is the best in breed operator of municipal golf facilities in the US, as evidenced by more than 35 years of proven results and excellence in varying markets nationwide. Troon continues to succeed as the industry's premier operator of daily fee and municipal golf courses, currently operating more than **145+** municipal facilities. Below is a summary overview of all municipally owned facilities managed by Troon.



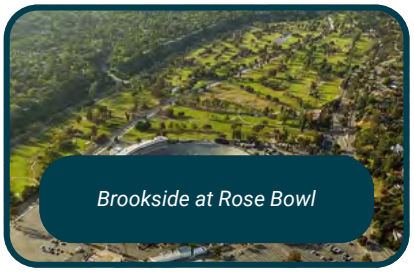












CLIENT REFERENCES

TEXAS TECH UNIVERSITY

2500 Broadway W., Lubbock, TX 79409

NAME: Johnathan Botros
TITLE: Assistant Director, Athletics
COURSE(S): The Rawls Course at Texas Tech
SCOPE: Full-Service Management
PHONE: 806.834.5094
EMAIL: johnathan.botros@ttu.edu

CITY OF KILLEEN, TX

1600 Stonetree Drive, Killeen, TX 76543

NAME: Kent Cagle
TITLE: City Manager
COURSE(S): Stonetree Golf Club
SCOPE: Full-Service Management
PHONE: 254.501.7700
EMAIL: kcagle@killeentexas.gov

CITY OF LAREDO, TX

16641 La Cantera Parkway, San Antonio, TX 78256

NAME: JJ Gomez
TITLE: Director of Parks and Recreation
COURSE(S): Max Mandel Municipal Golf Course
SCOPE: Full-Service Management
PHONE: 956.729.4610
EMAIL: jgomez5@ci.laredo.tx.us

CITY OF CAPE CORAL, FL

1015 Cultural Park Blvd, Cape Coral, FL 33990

NAME: Joe Patrella
TITLE: Parks & Recreation Director
COURSE(S): Coral Oaks Golf Course
SCOPE: Full Management
PHONE: 239.573.3118
EMAIL: jpetrella@capecoral.gov



CORAL OAKS GOLF COURSE

CITY OF CAPE CORAL, FL

CLIENT SINCE: *2023*

BACKGROUND

Opened in 1988 and owned by the City of Cape Coral, Coral Oaks Golf Course is a beloved 18-hole, Arthur Hills-designed municipal facility nestled in Northwest Cape Coral. Though the course has long served residents and visitors alike, challenges in recent years—including aging infrastructure, financial inefficiencies, and growing competition—prompted the City to evaluate new management strategies. For years, City officials grappled with how best to improve conditions at Coral Oaks, issuing multiple RFPs for maintenance contractors and golf consultants without landing on a clear direction. After a prolonged period of indecision, the City ultimately issued a third RFP—this time seeking a full-service management partner capable of delivering lasting solutions. In 2023, after a competitive selection process, Cape Coral awarded the contract to Troon, entrusting the firm to elevate course conditions, enhance service levels, and improve fiscal performance while preserving Coral Oaks' role as a valued community amenity.

IMPLEMENTATION

Upon assuming management of Coral Oaks Golf Course in 2023, Troon launched a full operational transformation focused on elevating course conditions, improving the guest experience, and restoring financial sustainability. Key initiatives included:

- Conducted a comprehensive facility audit and developed a 10-year capital improvement plan prioritizing course infrastructure and long-term asset sustainability
- Introduced a new website, a course-specific mobile app, and modernized marketing tools to improve customer engagement and increase rounds
- Implemented new tournament offerings, player development programs, and community events to drive traffic and strengthen Coral Oaks' position as a recreational hub
- Replaced long-term, pensioned City staff with a fully new team of Troon-trained professionals, including a new General Manager and Superintendent
- Delivered proprietary service training across all departments to ensure a consistent, elevated guest experience
- Upgraded agronomic practices and maintenance standards across the course to improve playability and aesthetics year-round

- Integrated Troon's operational systems for purchasing, staffing, and reporting, enabling cost savings and transparency
- Maintained open collaboration with City officials, providing clear performance benchmarks and actionable insights

RESULTS

In its first 12 months under Troon's management, Coral Oaks Golf Course achieved a remarkable financial and operational turnaround. The facility reversed an average annual loss of $450,000 and posted a net profit north of $500,000—a **$1 million+ swing in bottom-line performance**. Course conditions significantly improved, driving increased play and renewed interest from the local community.

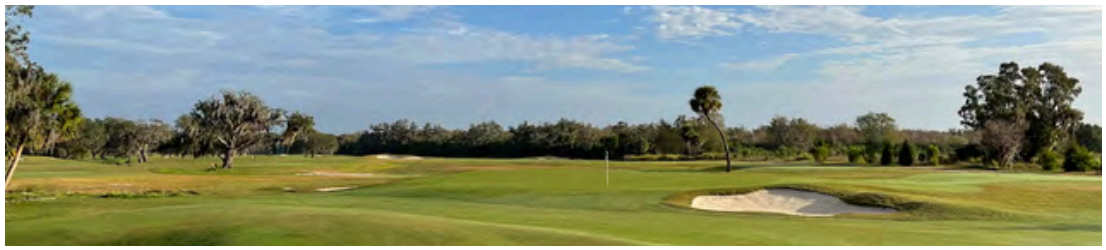
Staffing and service delivery were transformed, earning strong praise from the City of Cape Coral. Parks Superintendent Steven Rauh stated:

> "The operations from the clubhouse to the course have never run so smoothly, and both the data and feedback solidify that... The City looks forward to more exciting things to come for our municipal course, residents, and visitors."
>
> - Steven Rauh, Cape Coral Parks Superintendent

With momentum building, the City now views Coral Oaks not as a financial burden, but as a successful and sustainable municipal amenity. In early 2025, City Council began evaluating a proposed $2.5 million investment into a new irrigation system—further evidence of their renewed confidence in the course's long-term value and Troon's stewardship.







BOBBY JONES GOLF CLUB

CITY OF SARASOTA, FL

CLIENT SINCE: *2021*

BACKGROUND

In its prime, Bobby Jones Golf Club in Sarasota attracted visitors worldwide, including celebrities like Babe Ruth and Paul Azinger. However, it fell into disrepair due to funding issues and reduced attendance, especially after closing during the COVID-19 pandemic. In May 2020, the City opened the site for community use, while the golf course remained closed.

In January 2022, Sarasota City Commissioners voted to renovate the original 18-hole Donald Ross Golf Course and hired Richard Mandell for the renovation. They also planned to add a 9-hole short course and build a new clubhouse and restaurant, while establishing a conservation easement to protect over 100+ acres the land from development, much of it for a dedicated nature park. To ensure effective management, the City sought a professional firm for renovation oversight, selecting Troon in Q4 of 2021 through a competitive RFP process.

IMPLEMENTATION

Leaning on extensive renovation and development experience, Troon provided significant oversight support for the City, working with Richard Mandell (golf course architect) and City Staff to provide ongoing golf course renovations, oversee the grow-in of the course turf, prepare for reopening, and provide management services upon opening. Over the first 24-months, Troon's responsibilities included:

- Providing input on final design, and oversight of construction, ensuring all renovations were completed according to plan
- Completed Market Evaluation & Analysis to help finalize renovation plans - resulting in the design of a restored 18-hole golf course, new 9-hole short course, expansive putting course, and expanded driving range facility
- Completion of Development and Operating budget, providing cost estimates for all stages from pre-construction to opening
- Advised on clubhouse design plans and architect selection
- Procured equipment purchasing, providing significant cost-savings
- F&B Operational Concepting plans and Food Service Design plans via RealFood Hospitality, Strategy & Design

- Grow-in & Opening
- Opening & On-going marketing plan, including construction of new website, course mobile app, and re-opening PR Campaign
- Sourcing & hiring ALL staff (including GM, Superintendent, Head Golf Pro) as none remained from before the course closure

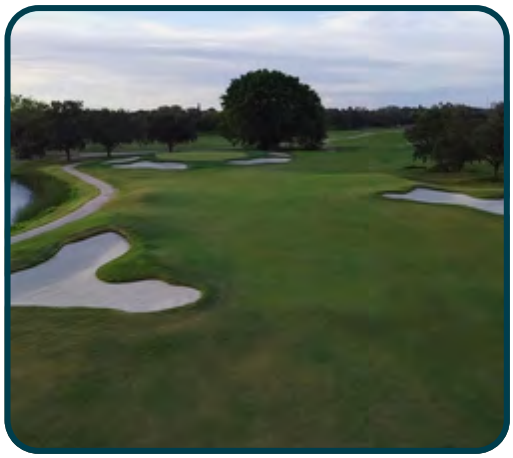
RESULT

Bobby Jones Golf Course reopened to the Sarasota community on December 15, 2023, following a $20 million renovation. Mayor Liz Alpert remarked, “I was elected in 2015, and I can tell you we were talking about renovating Bobby Jones way back then.” The renovation budget included $12.5 million from a city-issued bond, a $3 million grant for wetlands improvement, and a $487,500 grant from the Florida Department of Environmental Protection. Once viewed negatively, the golf club is now a 307-acre nature preserve with wetlands, walking trails, and conservation status. It received an Environmental Excellence Award from the American Society of Golf Course Architects for its positive environmental impact, with a community clubhouse expected to be completed by 2025.

The first full year of operations was nothing but success for Troon and the City, exceeding all lofty expectations. In 2024, Bobby Jones exceeded budget in all categories:

54,000+ ROUNDS | **$4.3M REVENUE** | **$1.3M NOI**







TOP 100 Courses Under $100

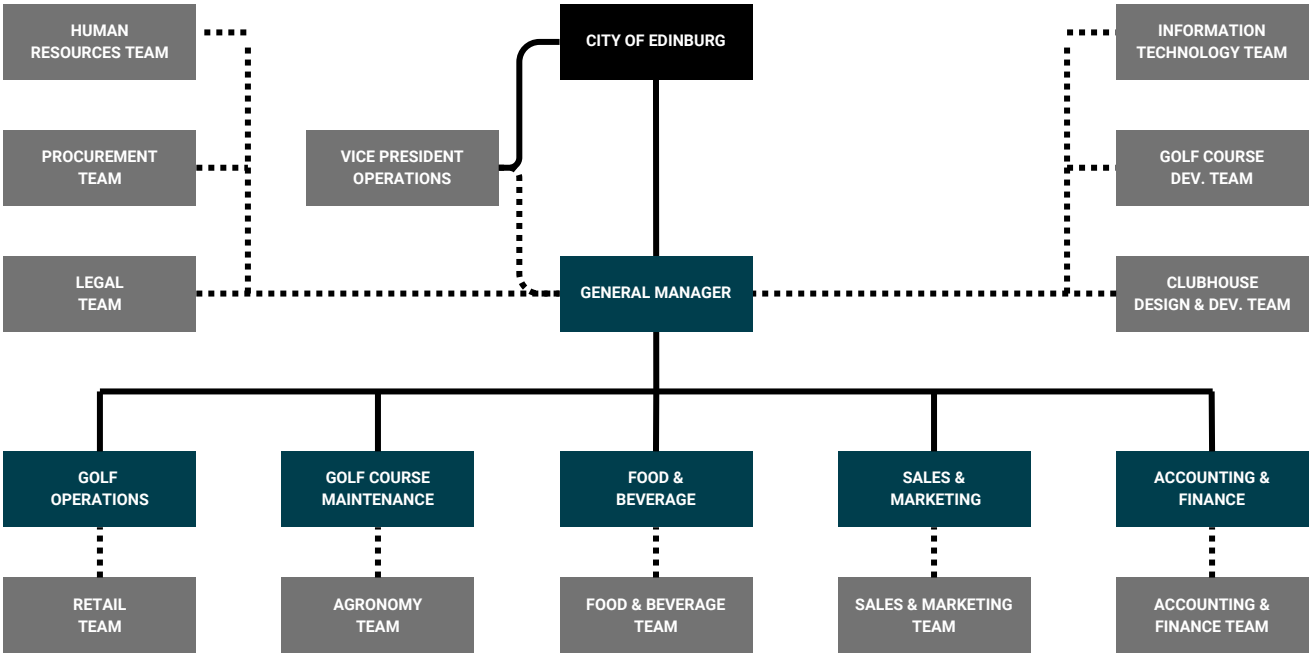
GOLF.com



SUPPORT STRUCTURE

Troon Leaders are directly responsible for supporting their small collection of clubs while leveraging Troon's resources and expertise to benefit our clients. This encourages a high-touch, entrepreneurial approach. The Courses will receive corporate oversight from key departments, including Operations, Marketing, Agronomy, Food & Beverage, Human Resources, Legal, IT, and more. As a regional company with many clubs in the surrounding market, we bring extensive local expertise based in the Region, complemented by additional corporate support from our Scottsdale, AZ and Reston, VA offices, ensuring a strong network of support.





TROON SUPPORT TEAM



JEFF THOMASSON
VICE PRESIDENT, OPERATIONS

A 40+ year veteran of the golf industry including 30+ years as a General Manager, Jeff's impressive career with Troon started 18 years ago in his role as a General Manager until transitioning to Vice President of Operations in 2018. Jeff oversees a number of Troon's Southeast and Central properties, including nearby Sandia Golf Club in Albuquerque, NM. Jeff's local knowledge and extensive experience in the golf industry will make him a key asset for the City and on-site staff.



DUSTIN STRICKLAND
DIRECTOR, AGRONOMY

Dustin began his career with Troon in 1999 at La Cantera Golf Club. Then, he held superintendent roles in North Carolina and California. He went on to hold Director of Agronomy roles at Silverado Resort and Spa at La Cantera Hill Country Resort. In his current position, Dustin serves as Director of Agronomy at The Clubs at St. James in Southport, NC and supports several clubs in the southeast region. Dustin conducts site visits, provides support in management, technical agronomy, capital projects, budgeting and improvement planning.



TOM PRINCE
SENIOR DIRECTOR, SALES & MARKETING

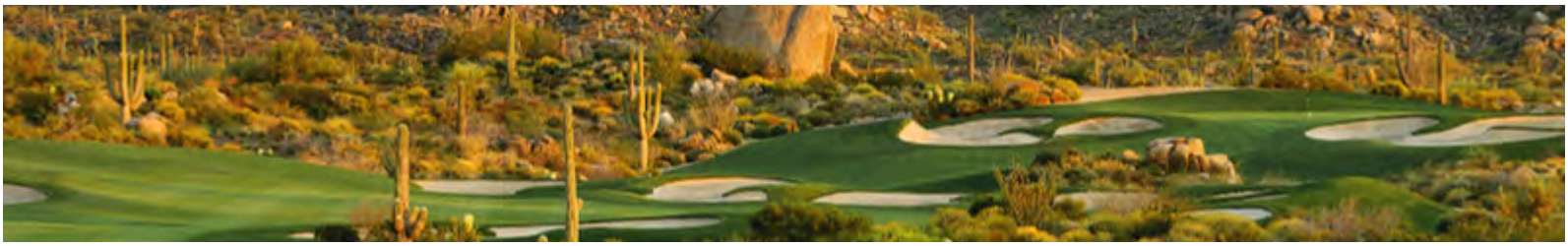
Tom owns more than 30 years of proficiency in the public, private and resort golf sectors. He is responsible for planning and implementing sales, marketing and product development programs (short and long range) to improve business models and sustained profitability. Before joining Troon nearly four years ago, Tom administered Golf Channel's sales operation for GolfNow in Southern California.



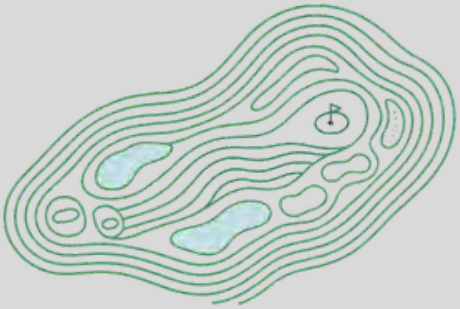


Buffalo Creek Golf Club
Rockwall, TX

OPERATING PLAN



GOLF OPERATIONS



Troon attracts and retains top golf operations talent by providing the systems, support, and career pathways needed to succeed in a demanding industry. Backed by industry-leading operating standards and a deep bench of subject-matter experts, Troon's on-site teams are equipped to execute every aspect of golf operations at a high level—from daily tee sheet management and pace-of-play controls to leagues, tournaments, instruction, and player engagement programming. This stability and operational discipline allow Troon-managed facilities to deliver consistent, high-quality golf experiences while adapting programming and services to align with each property's market position and ownership objectives.

PGA-Led Golf Operations

Financial Oversight & Forecasting

Cart Fleet Management

POS & Transaction Controls

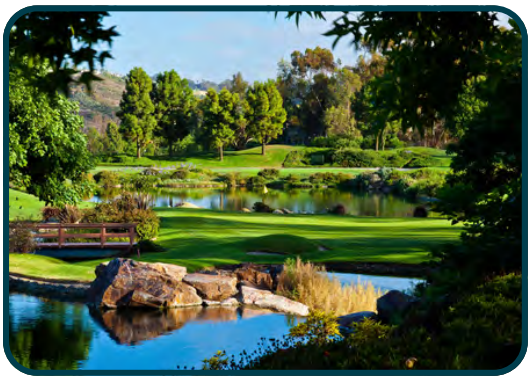
Instruction & Player Development

Community Engagement

Tee Sheet & Utilization Strategy

Partnerships & Merchandising





PLAYER DEVELOPMENT

We are committed to delivering comprehensive golfer development programs at the Courses that serve men, women, seniors, juniors, beginners, avid players, low handicappers, and individuals with disadvantages or special needs. As a pioneer in this space, our focus is on creating fun, inclusive, and affordable opportunities that introduce new players to the game. A dedicated PGA Golf Professional will lead individual lessons, group instruction, and clinics - both paid and complimentary - tailored to golfers of every skill level. We will also emphasize targeted programs for women and millennials, who represent 24% and 28% of the golf population.

OUR GOALS

Grow the game of golf by making it more accessible and attainable for everyone. Through innovative instruction, inclusive programs, and welcoming facilities, we aim to help players of all ages and skill levels enjoy and improve in the game.

OUR FOCUS

- Beginner-Friendly & Fun
- Affordable & Welcoming
- Specialized Programming for All
- Building a Sense of Community
- Building Confidence
- Mentorship & Support

INVOLVEMENT

first tee

10,000

Troon manages over 50 courses that serve as the "headquarters" for their local First Tee chapter, hosting more than **10,000** First Tee golfers annually.

TJC

150,000

Troon-managed golf courses host over **150,000** Junior rounds annually, including **25,000+** free of cost as part of the "Troon Junior Club."

PGA jr. league

3,500

50+ Troon-managed courses hosted a PGA Jr. League team last year with over **3,500** participants nationwide.



JUNIOR PROGRAMMING

Youth golf programs offer a multitude of benefits that extend beyond the golf course, positively impacting the physical, mental, and social development of young participants. First and foremost, golf promotes physical activity and coordination, helping children develop fundamental motor skills and overall fitness. The sport also teaches discipline, patience, and focus, as players must navigate challenges and make strategic decisions with each swing. These mental skills foster critical thinking and resilience, valuable traits that can be applied to various aspects of life.

Moreover, youth golf encourages social interaction and sportsmanship. As children engage in friendly competition and collaborative play, they learn the importance of respect, integrity, and teamwork. The sport's etiquette and code of conduct instill a sense of responsibility and fair play that can carry over into their personal and professional lives. Additionally, golf provides a unique opportunity for family bonding, as parents and children can play together, creating lasting memories and strengthening relationships.



OPPORTUNITIES

- **Skill Development Classes –** Development classes offer a range of skill-based classes tailored to different age groups, from beginners to more advanced players. These classes focus on teaching the basics of golf, including grip, stance, swing mechanics, and putting techniques. Certified instructors can provide personalized guidance to help young players improve their skills effectively.
- **Junior Leagues and Tournaments –** Troon has partnered with golf organizations such as The First Tee, Youth on Course, PGA Junior League, and others to build a platform of friendly competition and a sense of accomplishment. These events help the youth golfers of all skill levels apply their skills in a supportive environment, fostering healthy competition and camaraderie.
- **Community Outreach –** Troon often collaborates with schools, community centers, and youth organizations to promote our programs. Troon will conduct workshops and presentations to highlight the benefits of youth golf and its positive impact on character development.
- Equipment Access – Troon will ensure that the program is inclusive by providing access to golf equipment for those who might not have the means to purchase their own. Troon will establish partnerships with local businesses and golf shops to facilitate equipment donations or rentals.
- **Parent / Child Participation –** Troon will encourage parent-child participation through family golf days or joint lessons. This approach fosters bonding and makes golf an enjoyable activity for the entire family.
- **Mentorship Programs –** Troon will look at establishing mentorship programs where experienced golfers or coaches can guide and inspire young participants, offering guidance not only in golf skills, but also in life skills and personal development.



AGRONOMY

Independent research from the National Golf Foundation reinforces a simple truth in today's golf market: course conditions drive demand. Troon is positioned to deliver on this expectation through its scale, depth of agronomic talent, and disciplined operating systems. By leveraging standardized maintenance benchmarks, localized agronomic planning, and continuous performance review across its portfolio, Troon produces reliable, high-quality playing conditions that protect revenue, strengthen golfer confidence, and support premium pricing.

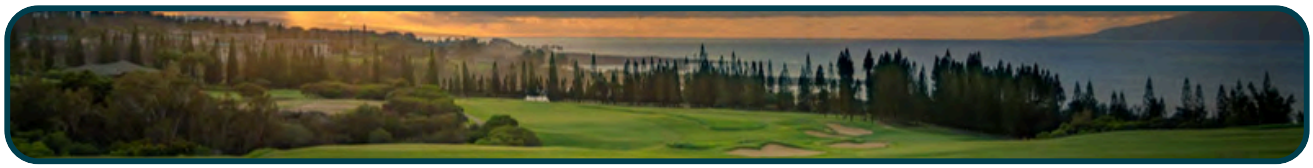






- Our Mandate
- Strategic Planning
- Core Cultural Practces
- Troon Support Team
- Accountability & Outcomes

Troon's approach to golf course maintenance is rooted in agronomic excellence, consistency, and attention to detail. By combining proven best practices, data-driven planning, and experienced superintendent leadership, Troon delivers playing conditions that meet the expectations of today's golfers while protecting the long-term health of the course. Each maintenance program is thoughtfully tailored to the property's specific conditions and objectives, ensuring a balance of playability, sustainability, and long-term asset value.



OUR MANDATE

Troon's agronomy team is highly educated, skilled and determined to deliver outstanding playing experiences to each guest daily. Our guest-centric approach is more than simply growing grass. Focus is also on healthy turf, eco-sustainability and keen attention to detail across the total acreage. This is in concert with a reasonable budget required to impress golfers time and time again and earn their positive word of mouth. Commitments to excellence from the golf course superintendent and others on the maintenance crew lead to efficiencies in staffing and a high-quality, enviable end-product.

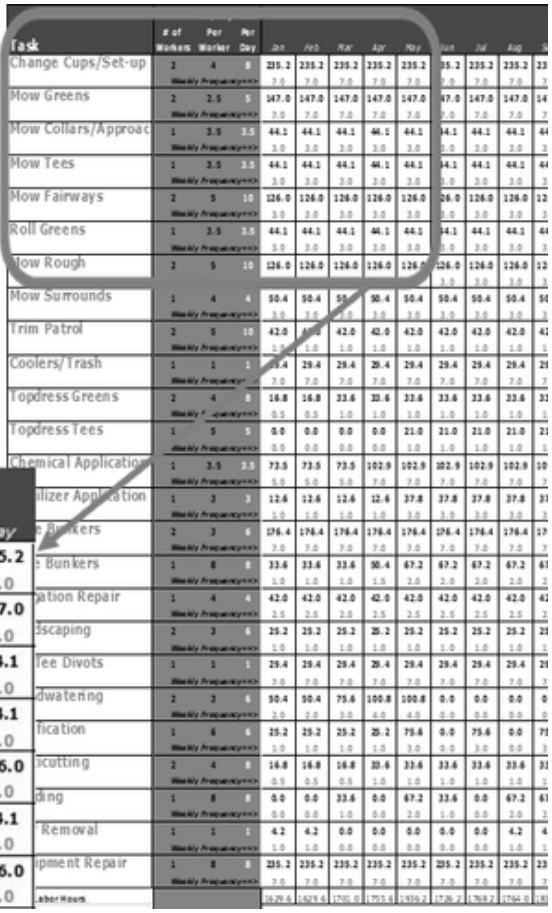


STRATEGIC PLANNING

For the Courses, a written agronomic plan will establish short-term and long-term goals, taking into account the maintenance and business needs of the facility. They will align with course upkeep tactics along a clear schedule (e.g., over-seeding, aeration, etc.) for quality assurance measures. The conditioning blueprint accounts for seasonality yet is flexible to meet nuances in weather conditions, golfer traffic, potential capital expenditures and other variables. We will strictly adhere to an approved budget consistent with standards and metrics within the Courses agronomic plans.

"Man-in-Motion" labor analysis aids our superintendents in creating efficient and effective budgets. Troon benchmarks each agronomic plan against similar facilities in our portfolio to identify areas of opportunity.

In addition to labor analysis, the Troon agronomic plan includes a chemical and fertilization schedule with integrated budget calculators based upon application frequency, product cost, and treated acreage.



Task	# of Workers	Hrs/Day Per Worker	Hrs Per Day	Jan	Feb	Mar	Apr	May
Change Cups/Set-up	2	4	8	235.2	235.2	235.2	235.2	235.2
	Weekly Frequency==>			7.0	7.0	7.0	7.0	7.0
Mow Greens	2	2.5	5	147.0	147.0	147.0	147.0	147.0
	Weekly Frequency==>			7.0	7.0	7.0	7.0	7.0
Mow Collars/Approac	1	3.5	3.5	44.1	44.1	44.1	44.1	44.1
	Weekly Frequency==>			3.0	3.0	3.0	3.0	3.0
Mow Tees	1	3.5	3.5	44.1	44.1	44.1	44.1	44.1
	Weekly Frequency==>			3.0	3.0	3.0	3.0	3.0
Mow Fairways	2	5	10	126.0	126.0	126.0	126.0	126.0
	Weekly Frequency==>			3.0	3.0	3.0	3.0	3.0
Roll Greens	1	3.5	3.5	44.1	44.1	44.1	44.1	44.1
	Weekly Frequency==>			3.0	3.0	3.0	3.0	3.0
Mow Rough	2	5	10	126.0	126.0	126.0	126.0	126.0
	Weekly Frequency==>			3.0	3.0	3.0	3.0	3.0

CORE CULTURAL PRACTICES

Troon will leverage its depth of agronomic talent, operational resources, and proven systems to deliver impressive and sustainable playing conditions at the Courses. Troon customizes each maintenance program to align with the Club's unique agronomic conditions, play demands, and ownership goals. Achieving a healthy, resilient stand of turfgrass requires a comprehensive approach that addresses both surface and sub-surface (growing medium) variables. Troon's methodology integrates site-specific cultural practices, informed product selection, precise scheduling, and ongoing performance evaluation. Supported by experienced superintendent leadership, regional agronomic oversight, and portfolio-wide benchmarking, Troon is uniquely equipped to consistently deliver excellence while balancing playability, sustainability, and long-term asset stewardship.


IRRIGATION


MOWING

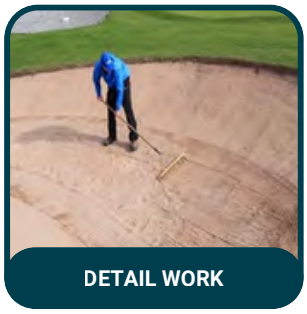

AERIFICATION


ROLLING


TOPDRESSING


FERTILIZATION


WEED CONTROL


DETAIL WORK

TROON SUPPORT TEAM

Troon is deliberate in selecting highly qualified golf course superintendents who bring both technical expertise and a strong commitment to the guest experience. These leaders are supported by Troon's network of dedicated industry experts, providing collaborative insight, agronomic guidance, and shared best practices. This team-based approach ensures each superintendent has a clear understanding of what exceptional playing conditions should look and play like - specifically aligned with the Courses' market position and City objectives.

ACCOUNTABILITY & OUTCOMES

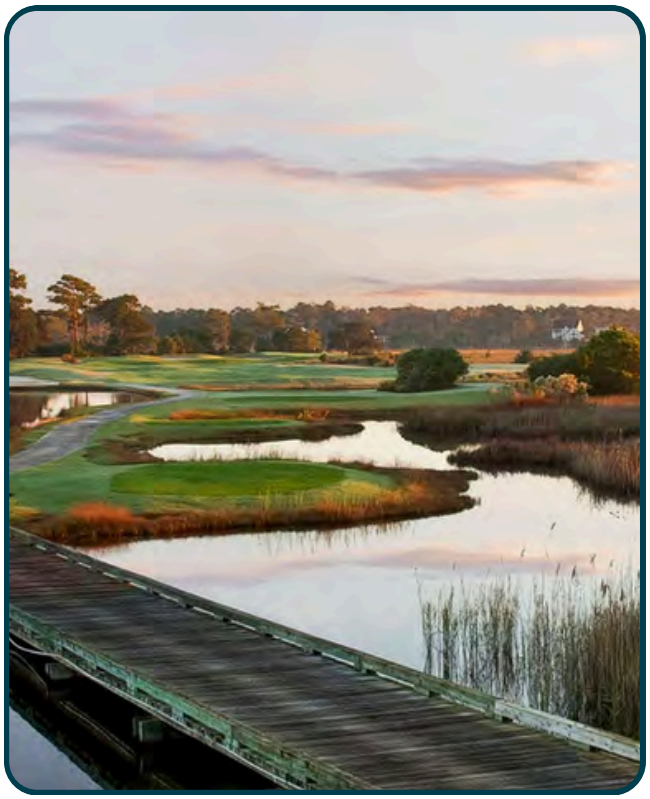
The superintendent at the Courses, in tandem with the on-site management team, benefit from hands-on support of a Troon Regional Director of Agronomy. Periodic site visits yield a "Manager's Report" with course and property photos as well as a detailed narrative of agronomic activities, conditions, action plans, resources, timelines and metrics, and will be shared with the City. This level of support promotes healthy turfgrass, exceptional playability, an aesthetic "wow" and, most important, guest satisfaction – all with "bang-for-the-buck" efficiency.



"Our commitment to agronomic excellence is achieved when sustainability, economics and environmentalism are embraced. We utilize proven techniques, enabling us to create the most celebrated playing surfaces in the world. Golf course conditioning is an ongoing effort, focused on achieving an optimal visual appearance, while maintaining excellent turf health. We continue to refine our agronomic practices to ensure that our team produces a product that is fiscally responsible, operationally sustainable and appealing to golfers, all in a way that efficiently conforms to the financial framework of our clients."

DAVE NICHOLLS
SVP, SCIENCE & AGRONOMY







SALES & MARKETING

As background, Troon-managed facilities consistently outperform the industry on all major metrics: rounds, revenue, membership sales, and the like. This is a credit to a sales-oriented culture focused on revenue generation for our facilities, combined with Troon programs and one of the largest golf management digital footprints that keeps our facilitates and the Troon brand "top of mind" with golfers around the globe.

Our brand identity is reinforced by the numerous honors and recognition for our managed facilities and supported by cutting-edge innovation. Troon also utilizes customized sales strategies and processes, proactive public relations, targeted email marketing, and digital media strategies for individual golf facilities geared to capture the local market. These creative and innovative efforts, combined with the power of the Troon brand and programming, enable Troon-managed facilities to grasp an enhanced market share, translating into financial success.

SALES FUNDAMENTALS

REVENUE MANAGEMENT

DIGITAL MARKETING

REWARDS PROGRAMS

PROCESS & FOCUS AREA

A well-organized roadmap prevents ineffective reactionary marketing. Our marketing team will reduce to writing what is crucial, at a high level, to meet one or more business objectives for the City and a time frame for achievement. Our plan – a.k.a. "Edinburg Golf Revenue Playbook" – details how the Courses' brand is positioned and strategy is executed. Following the analysis of historical and competitive set data, we will schedule activities and tasks, roles and responsibilities and budget. The strategy is discussed with and approved by City. As the plan is in progress, we constantly measure campaign effectiveness against key performance indicators.



SALES FUNDAMENTALS

GROWTH FOCUS

Without new customers, nurtured for extended periods of time, business is poised to be flat. That's why we proactively operate under a "Revenue Generation" thesis – leveraging people-, behavior- and technology-driven stimuli to grow repeat rounds as well as introduce beginners and inspire lapsed golfers to return to the game.

GUEST ACQUISITION

Troon's Marketing Team will establish measurable, effective, and guest-focused Acquisition Programs that attract NEW guests for the Courses. Acquisition tactics serve the same goal – to attract NEW guests via focused strategies that best target the message to appropriate guest segments by product/service, geography, and guest type. These programs and efforts will be tracked in the Courses' revenue playbook, which includes the details and effectiveness of promotion, event, and campaign.

GUEST RETENTION

Acquiring new guests is only half the equation. Keeping them coming back is the key to growth and sustainability. For the Courses, Troon will design, execute and measure several programs to inspire and lock-in longtime loyalties, including:

- We utilize our subject matter experts to analyze the Courses individual guest behavior trends, unique purchasing habits, play history and anticipated "steady state" future value.
- We analyze potential marketing strategies designed to create loyalty programs which encourage guests to play the Courses with increased frequency. One option is to establish accounts for guests (e.g., reward card or frequent player program) whereby value-added benefits are achieved as play frequency and / or spend amount increase. Typically, this reward system is automated and purchasing data derived is used to identify upsell opportunities. Revenue is often generated up front and guests feel appreciated and special.





TECHNOLOGY & TOUCH

Without new customers, nurtured for extended periods of time, business is poised to be flat. That's why we proactively operate under a "Revenue Generation" thesis – leveraging people-, behavior- and technology-driven stimuli to grow repeat rounds as well as introduce beginners and inspire lapsed golfers to return to the game.

A well-organized sales process will attract the Courses new customers, win their business, provide upsell opportunities and, ultimately, generate previously untapped and incremental revenue.

PROCESS

Troon has heavily invested in a business development system to manage relationships and interactions with current and potential guests. Our advanced Customer Relationship Management platform ("CRM") is easy to use in helping the Courses stay connected to guests throughout their lifecycles, streamline productivity and improve profitability. Guest contact information, as well as their behaviors, interests and buyer status are stored in one central location.

TRAINING

We blend technology with a personal touch based on "people-buy-from-people" reality. Support will be provided to the Courses team (top to bottom) about how to interact with guests, gain their trust and confidence, and translate those connections into revenue. Online learning modules, including video enactments, and consistent role playing contribute to best practices and allow personalities to shine so marketing doesn't feel like marketing to guests.

CAMPAIGNS / COMMUNICATIONS

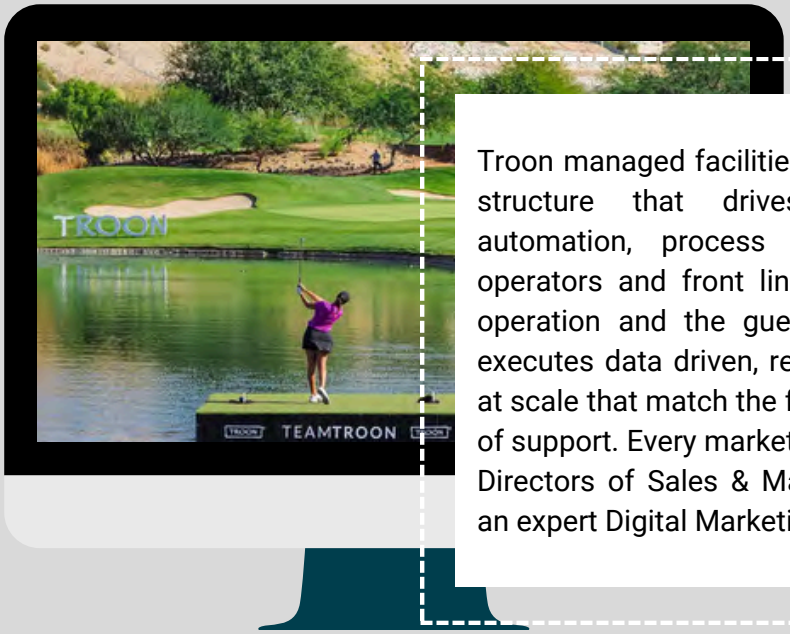
Amazing content – subjective and objective – is the ultimate connector between brands and buyers. Troon specializes in marrying strategic objectives with visual assets to create eye-catching, unique campaigns and collateral for the Courses. Templates are catalogued on our proprietary Design on Demand platform for easy access and customization. Material formats include flyers, e-mail templates, postcards, table tents, digital ads, social posts and more. We often utilize the power the video, as well.



BRANDING / DESIGN

Should the City wish to pursue additional branding or marketing initiatives, Troon offers in-house creative and marketing capabilities with deep expertise in the golf industry. Troon can collaborate closely with City leadership and key stakeholders to develop branding, messaging, and marketing materials that align with the City's vision, objectives, and long-term goals. This collaborative approach ensures any new or enhanced branding supports the facility's identity, capital investments, and community priorities while strengthening market positioning and engagement with residents, members, and guests.

DIGITAL MARKETING



Troon managed facilities benefit from a foundational support structure that drives results, leverages technology, automation, process management and scale so that operators and front line associates can focus first on the operation and the guest experiences. Troon employs and executes data driven, revenue focused marketing campaigns at scale that match the facility's needs to the appropriate level of support. Every marketing process is supported by a team of Directors of Sales & Marketing, Marketing Coordinators and an expert Digital Marketing team.

ONLINE REPUTATION

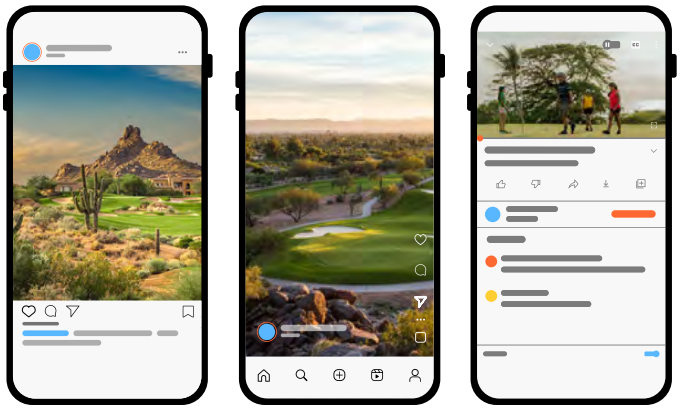
Reviews are aggregated and delivered to key stakeholders, with AI-enabled automation supporting responses to 4- and 5-star feedback. The solution dynamically displays the latest 5-star reviews on the website and benchmarks online reputation performance against the competitive set, leveraging Yext technology customized for the golf industry.

PROJECT MANAGEMENT

A web-based marketing execution platform that centralizes campaign planning, calendar management, and status reporting. The system also enables streamlined issue submission and tracking, while providing secure access to associate tools to support efficient onboarding and offboarding processes.

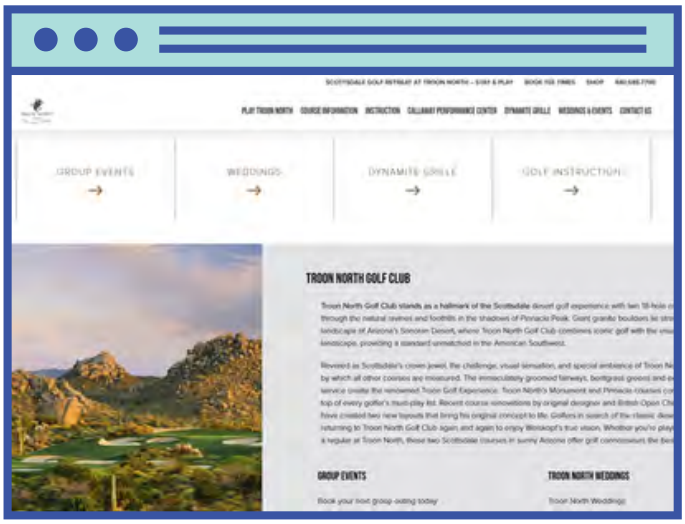
SOCIAL MEDIA

Comprehensive social media support including individualized training and strategy development, automated posting of evergreen content calendars, controlled access and permission management for facility associates and administrators, and detailed, customizable reporting to track channel performance and audience growth.



FACILITY WEBSITE DESIGN & LAUNCH

End-to-end website solutions encompassing design, build, secure hosting, and ongoing maintenance, supported by continuous content updates and technical support. The platform delivers daily SEO performance tracking with proactive optimization, in-depth web traffic acquisition and conversion reporting, and fully integrated e-commerce capabilities, along with management tools to support registrations, promotions, and online sales. All Troon facilities now operate on NBC Sports Next websites, providing full access to NBC's support team.



SEACH ENGINE OPTIMIZATION

An annual SEO site health score that evaluates overall website performance, paired with a detailed breakdown of technical issues impacting search visibility and clearly defined opportunities for ongoing optimization and improvement.

PAID DIGITAL ADVERTISING (PPC/SEM)

An annual SEO site health score that evaluates overall website performance, paired with a detailed breakdown of technical issues impacting search visibility and clearly defined opportunities for ongoing optimization and improvement.



MOBILE APPLICATION

Develop, launch, and manage course-specific mobile applications available on the Apple App Store and Google Play Store. These apps feature tee time booking, a virtual caddie with GPS, electronic scoring, stat tracking, loyalty and rewards programs, punch cards, locker specials, geo-fenced push notifications, and other tools to enhance the golfer experience and engagement.

EMAIL MARKETING

Comprehensive email marketing services including custom email design and deployment to deliver professional, branded messages to target audiences. The platform supports automated engagement campaigns, robust database management and segmentation, and detailed performance reporting to optimize results and audience reach.

REVENUE MANAGEMENT

TROON REVENUE MANAGEMENT

Troon provides access to a centralized, shared service with a separate dedicated team experienced in golf and hospitality revenue management. This team develops a custom approach tailored to your goals, leveraging your data, competitive set, and objectives to identify opportunities to increase rounds, revenue, average rate, and revenue per available round (RevPAR) with maximum granularity and precision.

PROCESS & FOCUS AREA

Our approach begins with a deep analysis of data, aligns with dynamic goals, and remains responsive to shifts in demand. We operate as an extension of your staff, focused on delivering measurable results directly to your club. Recognizing that every club is unique, our team applies tools and strategies tailored specifically to the Courses to maximize profitability. To build an impactful program for the Courses, our revenue management efforts will focus on the following:



DATA ANALYSIS

Key revenue management tools and insights include over three years of historical data, customizable dashboard views, detailed day-of-week, hourly, and monthly reporting, pace reports, fee mapping, and analysis of mix-of-business changes.

PLAN CREATION

Our approach puts you in control with budget-focused, granular mini-plandesigned to drive revenue. We target rounds and average daily rate (ADR), optimize ancillary spend, and refine the mix of business to maximize overall profitability.

REPORTING

Our reporting and communication includes bi-monthly calls, month-end reports with detailed breakdowns of rounds and pace information, plan adjustments as needed, owner-specific reporting, and on-demand access to all key metrics.

ACCESS - POWERED BY TROON

As part of our ongoing mission to elevate the golfer experience, we are proud to launch Access, a modern, streamlined rewards and subscription program designed to make earning and redeeming rewards simpler, faster, and more flexible than ever.

Access integrates directly with your Access Premium subscription and introduces a set of enhancements built for the way golfers book and play today.

SIMPLIFIED EARNING & REDEMPTION

Earn **Access Points automatically** every time you book on our website or app.
Redeem points **directly toward tee times**—no fixed tables, no blackout dates, no rigid restrictions.

MORE FLEXIBILITY

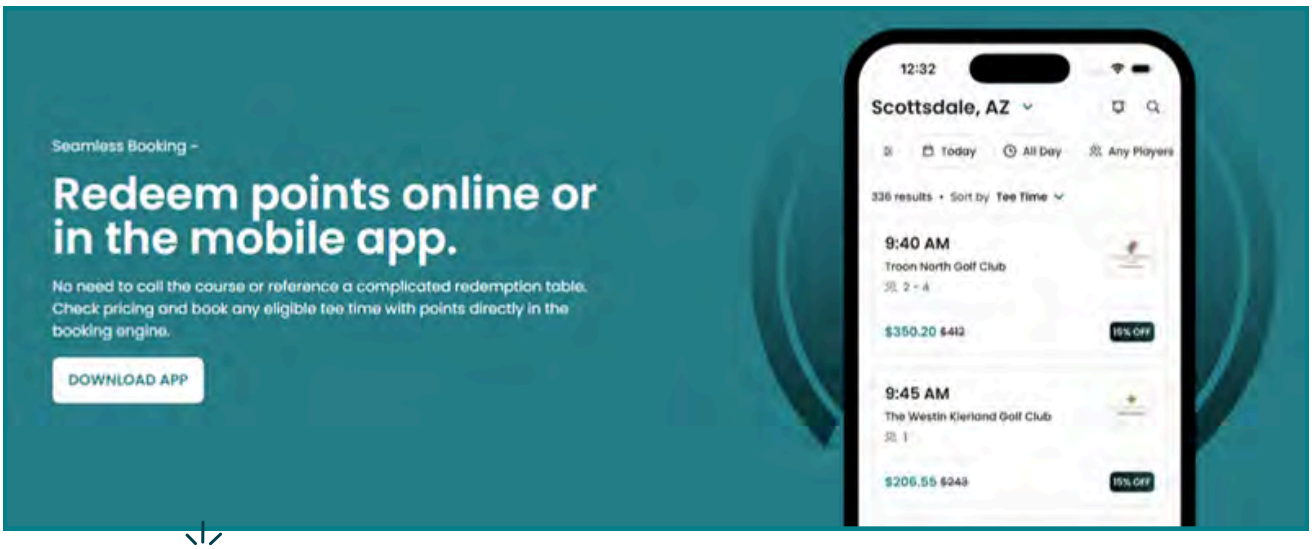
You choose how and when to use your points. Every reward is applied seamlessly in the booking experience.

INTEGRATED BOOKING

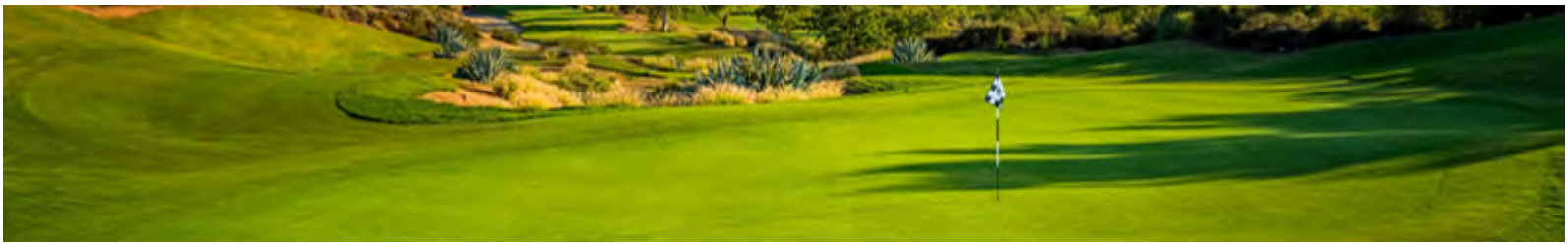
Reward rounds can now be booked **entirely online**—no need to call the golf shop.

TIERED REWARDS BUILT FOR PREMIUM MEMBERS

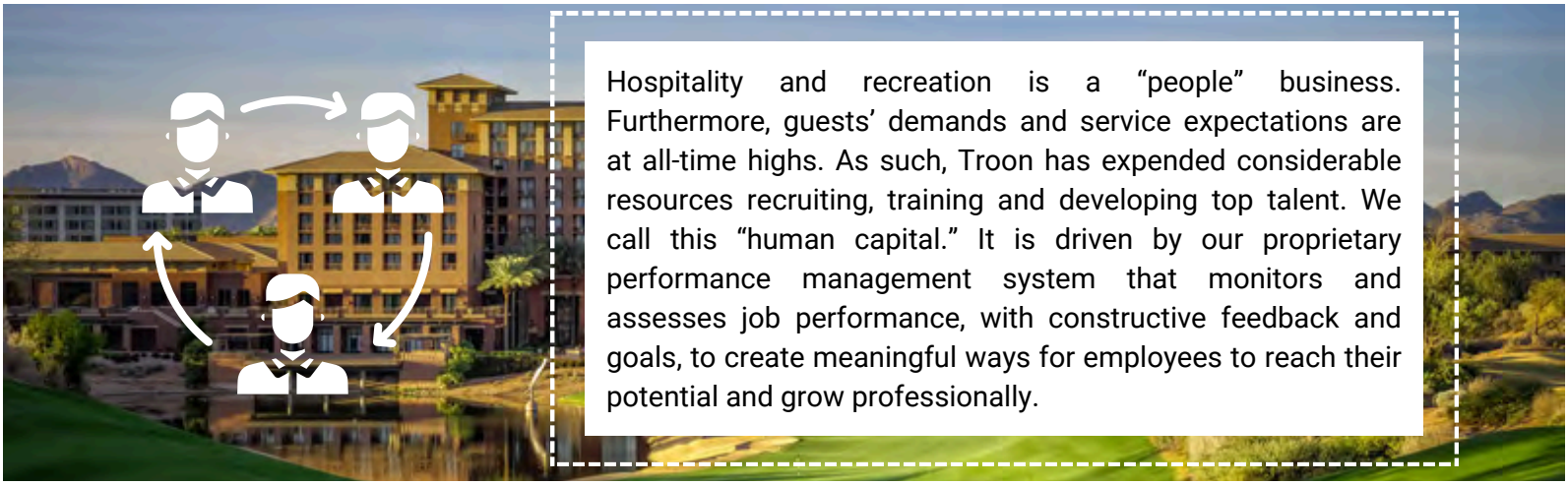
Access Premium members receive **automatic Silver (Access Premium)** or **Gold (Access Premium+)** status, unlocking faster point earning and greater benefits.



LEARN MORE AT GOLFWITHACCESS.COM



STAFFING & ADMINISTRATION



Hospitality and recreation is a "people" business. Furthermore, guests' demands and service expectations are at all-time highs. As such, Troon has expended considerable resources recruiting, training and developing top talent. We call this "human capital." It is driven by our proprietary performance management system that monitors and assesses job performance, with constructive feedback and goals, to create meaningful ways for employees to reach their potential and grow professionally.

At Troon, we provide a comprehensive approach to Training and Development, Recruiting and Benefits, Procurement, Finance and Accounting, and a wide range of operational support designed to empower every aspect at the Courses. Our robust training programs and career development pathways ensure staff are equipped to deliver exceptional guest experiences, while strategic recruiting and competitive benefits attract and retain top talent. Beyond these core functions, Troon's experienced team supports clubs through organizational transitions, optimizes reporting structures, and adapts processes to meet evolving needs - all while keeping the client and member experience at the forefront. By combining operational expertise with a people-first philosophy, we enable the Courses to operate efficiently, grow sustainably, and exceed expectations in every facet of the business.

CAREER DEVELOPMENT

RECRUITING & BENEFITS

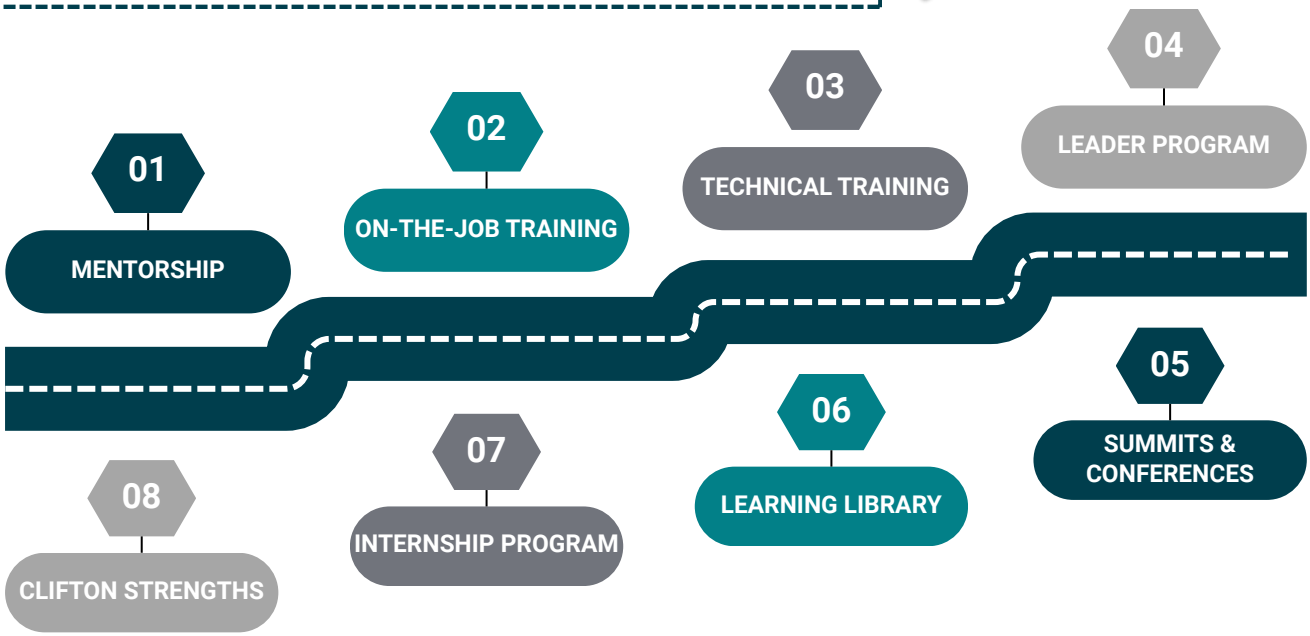
FINANCE & ACCOUNTING

PROCUREMENT ADVANTAGES

CAREER DEVELOPMENT

Troon is committed to career development through hands-on training, mentorship, and ongoing professional growth opportunities. With career paths spanning multiple disciplines at both the club and corporate levels, Troon invests in its people to build strong leaders who contribute to the success of its clubs and the organization. Below are examples of Troon's industry-leading programs and initiatives.





MENTORSHIP 01

Assessing associates' interests and understanding the areas of improvement they need to work on allows them to be paired with a mentor that is an expert within that space.

02 ON-THE-JOB-TRAINING

Our Learning & Development Department provides access to resources and best practice tools for all General Managers and facility leaders. This allows leaders to disseminate important training material to their associates, which improves their skills and knowledge base.

TECHNICAL TRAINING 03

Our Learning & Development Department provides guidance to each department on the effectiveness of technical training materials. Through this process, we ensure all materials are vetted through a diverse and inclusive lens and that all associates receive effective technical training throughout the company.

04 LEADER PROGRAM

Our Leader Program is a 12-month program that gives associates hands-on exposure and experience in every department throughout the company. This gives the associates an in-depth understanding of how departments are interconnected; and prepares them to be a more efficient and effective leader within the company.

SUMMITS & CONFERENCES 05

National Sales & Marketing Summit; National F&B Summit; Global Troon Conference.





06 LEARNING LIBRARY

Our Learning Library, located within our Troon HUB, gives associates access to a wide range of e-learning technical and professional development content focused on core competencies most helpful for specific roles.

INTERNSHIP PROGRAM 07

Troon has established a diversity internship program, which allows college students from diverse backgrounds to have a management training internship. During the summer, internship students will interact daily with the General Manager, and other leaders, at the facility they are placed at to give them firsthand knowledge of how golf facility operations are managed.



08 CLIFTON STRENGTHS

This program provides associates a way to describe what their strengths are naturally and/or the areas they might need help from others to accomplish desired outcomes. Once the assessment is completed, our Learning & Development Department provides coaching and resources to assist the associate in their professional development.

EMPLOYEE RECRUITING

We encourage associate growth and look for ways corporately to demonstrate a career growth plan for those that want it. Job postings are shared weekly, resulting in tremendous flexibility for our associates to move and take on new challenges worldwide. Associates participate in rotational opportunities where they move between clubs on a seasonal basis, which not only allows them to grow their skillset but also gives clients the opportunity to become familiar with the associate. We are fortunate that due to ongoing recruiting efforts, an established brand, and industry relationships, we can recruit across multiple platforms. These efforts are supported by our Corporate Recruiter and the entire HR Team. Some of the sources we use to attract and retain the best and brightest in the industry include:



ACTIVE INTERNAL POSTINGS

Internally managed job postings through the Recruiting Office ensure timely visibility, efficient candidate flow, and alignment with organizational priorities.



INDUSTRY RELATIONSHIPS

Established partnerships with leading industry organizations such as the PGA, CMAA, GCSAA, strengthen access to credentialed professionals and emerging leaders.

INDUSTRY REFERRALS

Referrals from trusted industry contacts and Troon-managed properties provide proven, culture-fit candidates with strong operational experience.

COLLEGE PARTNERSHIPS

Ongoing relationships with key universities support early talent identification and long-term leadership development.

CAREER EVENTS

PGA Minority Career Fair, College Career Fairs and other recruiting opportunities

EMPLOYEE BENEFITS

At Troon, we believe our Associates are our greatest strength and competitive advantage. It is Troon's goal to provide a comprehensive benefits package that helps associates manage their healthcare and retirement needs in order to enhance their quality of life and provide peace of mind.

401(K) RETIREMENT PLAN



Troon offers all associates a 401(k) retirement savings plan. The plan offers a pre-tax salary deferral from 1% to 60%. The company will match $0.25/per dollar up to the first 5% of compensation deferred, and 100% vesting after 3 years of service. Empower Retirement is the record keeper.

HEALTHCARE BENEFITS



Troon offers comprehensive healthcare benefits for full-time associates, including medical, prescription, dental, and vision coverage. Additional benefits include short-term disability, basic life, accidental death, and optional supplemental life insurance for associates and their families.

HSA/FLEXIBLE SPENDING ACCOUNTS



Troon offers Flexible Spending Accounts and Health Savings Accounts, allowing associates to save on healthcare and dependent care expenses by using pre-tax funds.

LEGAL ASSISTANCE



Legal assistance is a voluntary benefit administered through The Hyatt Premier Legal Plan that provides telephone advice and office appointments regarding certain legal matters (excluding business, illegal activity and employment).

PAID TIME-OFF



All regular, full-time associates are eligible for Paid Time Off (PTO). PTO is intended to provide paid time off benefits for vacations and other absences due to illness or personal emergency.

FINANCE & ACCOUNTING

We provide operational oversight and expertise, offering centralized coordination of accounting, payroll, and financial reporting, creating significant efficiencies for our clubs without needing third parties or consultants. Weekly, monthly, quarterly and annual reports are provided to our clients, ensuring that essential operational decisions are made based on current information and not solely by looking in the rearview mirror for answers. Our team is constantly forecasting and analyzing the performances of our clubs to ensure we are doing everything in our power to achieve their financial goals.



REGIONAL CONTROLLER OVERSIGHT

We deliver the support through our Regional Controller team that oversees a team at the Club. Areas of focus include future planning, operational analysis using key performance indicators, GAAP technical knowledge, the expertise of controls to mitigate risk, and software training. The Regional Controller team utilizes benchmarking data to identify trends and develop strategies, focusing on long-term viability. Examples include club debt analysis, forecasting, F&B analysis, capital expenditure planning, and more. The Regional Controller implements policies and procedures designed to ensure timely and accurate financial reports are delivered. This service includes a second layer of review of all departmental income statements and balance sheet reconciliations. The Regional Controller works to identify significant variances in budget and analyzes trends in financial results. We partner with the on-site management team throughout the budget and forecast processes and integrate fully into the operations by supervising the day-to-day accounting function, including hiring, training, evaluating, and managing the accountant.

CONTROLS & COMPLIANCE

Services included within this component are performed by our centralized internal audit function. Internal audit personnel from the Company's centralized accounting group perform periodic audits of managed facilities. Based on the audit's results, the Club receives recommendations for new standard policies and improved internal control enhancements related to operational and accounting processes. Additional services include a periodic financial performance review, benchmarking analysis, mass communication related to best practices and standards, and access to proprietary financial templates.

PROCUREMENT

Longstanding vendor relationships ensure our clients enjoy access to a procurement network of preferred brands, suppliers, distributors, service providers, and industry professionals. The portfolio's buying power allows us to negotiate best-in-market terms, service, and pricing for our valued clients on golf operations items such as maintenance equipment, golf cars, merchandise, food & beverage supplies, technology systems, and more. We collectively save our clients millions of dollars each year through the savings achieved through participation in this voluntary program. Given our scale and position within the industry, all Troon clients benefit from our unmatched buying power. When purchasing operating supplies, operating equipment, inventories, and services for the Courses, we may utilize our purchasing procurement services or other group buying techniques involving other affiliated facilities, provided that the cost thereof shall be competitive with that charged by non-affiliated third-party vendors. Troon managed facilities receive all associated discounts related to the procurement program. This program is voluntary.

PREFERRRED PARTNERS + MORE

Callaway · Sysco · Jonas Software for Life · TaylorMade · TORO · United Healthcare · TROON PARTNERS NETWORK

KEY CATEGORIES	LIST PRICE SAVINGS
GOLF CARTS	42-48%
MAINT. EQUIPMENT	20-30%
RETAIL MERCHANDISE	5-20%
TECHNOLOGY	5-15%
FERTILIZER & CHEMICALS	5-15%
FOOD & BEVERAGE	3-8%
PROPERTY INSURANCE	15% AVG.



FOOD & BEVERAGE

Troon is skilled in the professional management and operation of appealing, high-quality and profitable food-and-beverage outlets. They span fine dining, casual restaurants, indoor and outdoor grills, banquets, snack bars, pool cabanas, on-course gazebos and beverage carts at golf courses, country clubs, resorts and residential communities of myriad shapes and sizes. Fueled by entrepreneurial spirt and validated by data, Troon's adaptability to distinct audiences, physical opportunities and limitations, and other variables separates us from most other F&B operators. While we don't take a cookie-cutter approach, our proven F&B systems, procedures and activities will provide a foundation toward achieving the Courses' desired goals. Our approach – a mix of standard and custom –follows:

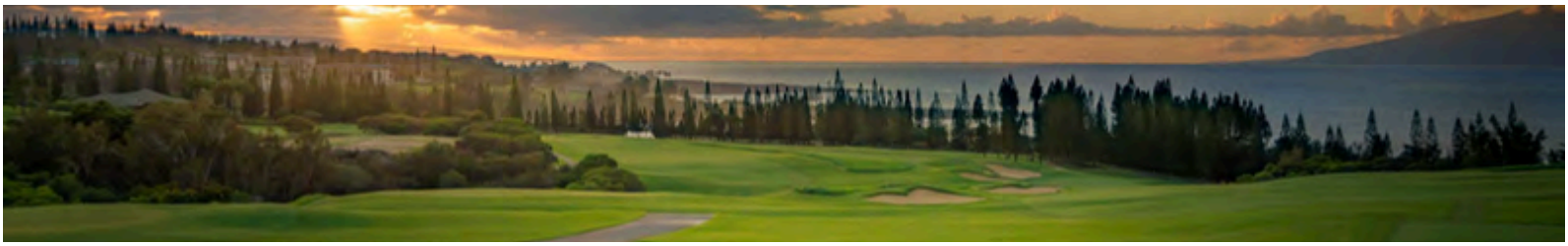
ANNUAL PLAN

Troon's initial phase centers on discovery work. We will access and analyze the Courses' historical F&B activities, demographics and psychographics for strengths, weaknesses, opportunities, threats and overall performance. This will inform our strategies and recommendations for Troon's corporate and regional leadership, in collaboration with the Courses on-site managers, to develop a written, annual plan for the Courses' food-and-beverage operation. Components include:

- Buying Plan
- Marketing and Sales Program
- Operations policies and procedures manual
- Staffing and Labor analysis formula
- Guest services guidelines
- Safe food beverage handling techniques
- Kitchen procedures
- Cooking and presentation training
- Alcohol service training
- Short- and long-term capital planning

The Courses' buying plan will cover food, beverages, supplies and equipment. Appropriate selection and quantities of items are purchased throughout the year, and inventory levels are carefully managed and accounted for (at a minimum) monthly.

A marketing and sales roadmap is critical to the plan. To this end, we will drive the Courses' F&B a la carte and group business using Troon's proven sales management system, including prospecting, relationship building, sales closing and fulfillment.



STAFFING PLAN

LOS LAGOS GOLF COURSE

STAFFING CHART

GOLF OPERATIONS

Position	Hourly/Salary	Rate	Direct Labor
Head Professional	Salary	$ 65,000	$ 65,000
Golf Shop Attendant	Hourly	$ 17.50	76,650
Cart Attendant	Hourly	$ 17.50	66,080
Starters	Hourly	$ 15.00	21,900
Course Advisors	Hourly	$ 15.00	21,900
Total			**$ 251,530**

G&A

Position	Hourly/Salary	Rate	Direct Labor
General Manager	Salary	$ 100,000	$ 100,000
Bonus Pool	--	10%	10,000
Total			**$ 110,000**

MAINTENANCE

Position	Hourly/Salary	Rate	Direct Labor
Manager - Superintendent	Salary	$ 100,000	$ 100,000
Assistant Superintendent	Hourly	$ 30.00	$ 62,399
Mechanic	Hourly	$ 25.00	$ 51,999
Groundskeeper I	Hourly	$ 15.00	$ 62,399
Groundskeeper II - Light Equipment	Hourly	$ 15.00	$ 62,399
Groundskeeper III - Heavy Equipment	Hourly	$ 15.00	$ 62,399
Bonus Pool	--	10%	$ 10,000
Total			**$ 411,596**

F&B

Position	Hourly/Salary	Rate	Direct Labor
F&B Hourly Staff	Hourly	$ 15	$ 85,604
Total			**$ 85,604**

BURDEN

Category	Cost
Payroll Taxes	$ 68,698
Medical/Health Benefits	$ 39,137
Insurance - Workers Compensation	$ 12,452
Total	**$ 120,287**

TOTAL LABOR	**$ 979,018**

EBONY HILLS GOLF COURSE

2024 STAFFING CHART

GOLF OPERATIONS

Position	Hourly/Salary	Rate	Direct Labor
Assistant Professional	Hourly	$ 25.00	$ 51,999
Golf Shop Attendant	Hourly	$ 15.00	63,480
Cart Attendant	Hourly	$ 15.00	32,850
Total			**$ 148,329**

MAINTENANCE

Position	Hourly/Salary	Rate	Direct Labor
Foreman	Hourly	$ 25.00	$ 51,999
Groundskeeper I	Hourly	$ 18.00	$ 74,879
Groundskeeper II - Light Equipment	Hourly	$ 15.00	$ 18,292
Total			**$ 145,171**

BURDEN

Category	Cost
Payroll Taxes	$ 23,480
Medical/Health Benefits	$ 6,540
Insurance - Workers Compensation	$ 4,256
Total	**$ 34,275**

TOTAL LABOR	**$ 327,775**

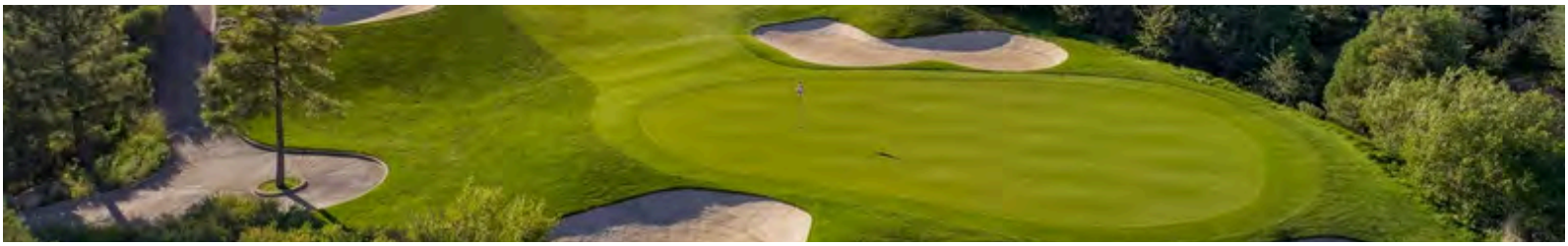
Based on the information currently available and in the absence of additional details regarding pay rates, benefits, and historical staffing levels, Troon has developed the staffing plan outlined above and incorporated it into our operating proforma assumptions. If selected, Troon will conduct a full review of staffing and, in coordination with the City, determine the optimal staffing levels that balance operational efficiency with maintaining high service standards. This approach ensures the facilities are stabilized and effectively managed without sacrificing the quality of the experience.





Stonetree Golf Club
Killeen, TX

FINANCIAL PLAN



PROFORMA ASSUMPTIONS

During the RFP process, Troon requested additional financial detail; however, this was not made available. In order to submit a comprehensive proposal and fully analyze the facilities, Troon utilized budget documents from the City's website to obtain high-level revenue and expense figures for both Los Lagos and Ebony Hills Golf Courses. Additional financial detail will be necessary to ensure full accuracy and alignment. Specifically, further clarification is needed in certain areas of the financials, including the "Rents & Contractuals" line item budgeted at approximately $220,000, which has been assumed to represent a golf course maintenance contract. Should we be selected, we would work closely with the City to obtain more comprehensive financial data - including departmental financial statements, annual pass metrics, rate structures, and supporting expense detail.

ROUNDS OF GOLF						
	Budget 2026	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Los Lagos	32,215	33,826	35,517	37,293	38,412	39,564
Ebony Hills	18,244	18,791	19,355	19,936	20,534	21,150
Total	**50,459**	**52,617**	**54,872**	**57,229**	**58,945**	**60,714**
Growth	-	*4.1%*	*4.1%*	*4.1%*	*2.9%*	*2.9%*
RATES						
	Budget 2026	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Greens Fee APR - Los Lagos	$ 26.07	$ 27.38	$28.75	$30.18	$31.09	$32.02
APR Growth	-	*4.8%*	*4.8%*	*4.8%*	*2.9%*	*2.9%*
Greens Fee APR - Ebony Hills	$ 12.13	$ 12.74	$13.37	$14.04	$14.39	$14.75
APR Growth	-	*4.8%*	*4.8%*	*4.8%*	*2.4%*	*2.4%*
REVENUE						
	Budget 2026	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Total Revenue - Los Lagos	$ 1,604,056	$ 1,749,331	$ 1,908,036	$ 2,075,037	$ 2,194,023	$ 2,320,032
Growth	-	*8.3%*	*8.3%*	*8.0%*	*5.4%*	*5.4%*
Total Revenue - Ebony Hills	$ 355,030	$ 375,010	$ 401,139	$ 429,213	$ 452,172	$ 476,397
Growth	-	*5.3%*	*6.5%*	*6.5%*	*5.1%*	*5.1%*
OPERATING EXPENSES						
	Budget 2026	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Total Labor & Burden - Los Lagos	$ 1,435,496	$ 979,018	$ 1,008,388	$ 1,033,598	$ 1,059,438	$ 1,085,924
Growth	-	*-46.6%*	*2.9%*	*2.4%*	*2.4%*	*2.4%*
Total Labor & Burden - Ebony Hills	$ 479,252	$ 327,775	$ 337,608	$ 347,736	$ 358,168	$ 368,913
Growth	-	*-46.2%*	*2.9%*	*2.9%*	*2.9%*	*2.9%*
NET OPERATING INCOME						
	Budget 2026	**Year 1**	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Los Lagos	$ (989,590)	$ (351,315)	$ (265,736)	$ (162,321)	$ (105,366)	$ (43,377)
Growth	-	*181.7%*	*32.2%*	*63.7%*	*54.1%*	*142.9%*
Ebony Hills	$ (315,222)	$ (176,918)	$ (168,314)	$ (158,352)	$ (154,110)	$ (149,230)
Growth	-	*78.2%*	*5.1%*	*6.3%*	*2.8%*	*3.3%*

CONSOLIDATED PROFORMA

City of Edinburg, TX

5 YEAR OPERATING PROFORMA

ROUNDS		**52,617**	**54,872**	**57,229**	**58,945**	**60,714**	**284,377**
YEAR		**FYE 2024**	**FYE 2025**	**FYE 2026**	**FYE 2027**	**FYE 2028**	**5 YEAR TOTAL**
REVENUES							
Greens Fees		$ 1,165,436	$ 1,279,867	$ 1,405,618	$ 1,489,778	$ 1,578,984	$ 6,919,683
Cart Fees		$ 203,322	$ 219,893	$ 237,814	$ 252,297	$ 267,662	$ 1,180,987
Driving Range		$ 86,546	$ 95,417	$ 105,198	$ 111,604	$ 118,401	$ 517,166
Pro Shop Sales		$ 100,986	$ 111,051	$ 119,951	$ 127,255	$ 135,005	$ 594,248
Food (Food & Soft Drinks)		$ 156,010	$ 170,911	$ 184,268	$ 195,490	$ 207,395	$ 914,075
Beverages (Alcohol)		$ 133,749	$ 145,397	$ 156,164	$ 165,674	$ 175,764	$ 776,748
Other Golf Revenues (club rental, handicap, locker, bag storage)		$ 6,000	$ 6,180	$ 6,365	$ 6,556	$ 6,753	$ 31,853
Clinic / School Revenue		$ 11,536	$ 11,882	$ 12,239	$ 12,606	$ 12,984	$ 61,246
Initiation Fee Income / Annual Membership Fees		$ 260,755	$ 268,577	$ 276,635	$ 284,934	$ 293,482	$ 1,384,383
TOTAL REVENUE		$ 2,124,340	$ 2,309,175	$ 2,504,250	$ 2,646,195	$ 2,796,429	$ 12,380,390
		7.8%	*8.0%*	*7.8%*	*5.4%*	*5.4%*	
COST OF SALES*							
COGS - Pro Shop Merch.	70%	$ 70,690	$ 77,735	$ 83,965	$ 89,079	$ 94,504	$ 415,974
COGS - Food (food and soft drinks)	35%	$ 54,604	$ 59,819	$ 64,494	$ 68,421	$ 72,588	$ 319,926
COGS - Beverage (alcohol)	35%	$ 46,812	$ 50,889	$ 54,657	$ 57,986	$ 61,517	$ 271,862
TOTAL COST OF SALES		$ 172,106	$ 188,443	$ 203,117	$ 215,486	$ 228,610	$ 1,007,762
GROSS INCOME		$ 1,952,234	$ 2,120,732	$ 2,301,134	$ 2,430,708	$ 2,567,820	$ 11,372,628
LABOR*		2.5%	2.5%	2.5%	2.5%	2.5%	
Golf Operations Labor		$ 399,859	$ 411,855	$ 422,915	$ 434,275	$ 445,942	$ 2,114,845
General and Administrative Labor		$ 110,000	$ 113,300	$ 116,133	$ 119,036	$ 122,012	$ 580,480
Golf Course Maintenance Labor		$ 556,767	$ 573,470	$ 588,554	$ 604,038	$ 619,933	$ 2,942,763
Food and Beverage Labor		$ 85,604	$ 88,173	$ 90,377	$ 92,636	$ 94,952	$ 451,742
Total Direct Labor		$ 1,152,230	$ 1,186,797	$ 1,217,979	$ 1,249,985	$ 1,282,838	$ 6,089,829
Total Payroll Taxes	10.00%	$ 92,178	$ 94,944	$ 97,438	$ 99,999	$ 102,627	$ 487,186
Total Medical/Health Benefits		$ 45,676	$ 47,047	$ 48,256	$ 49,498	$ 50,771	$ 241,248
Insurance - Workers Comp	1.48%	$ 16,707	$ 17,209	$ 17,661	$ 18,125	$ 18,601	$ 88,303
TOTAL LABOR		$ 1,306,792	$ 1,345,996	$ 1,381,334	$ 1,417,606	$ 1,454,837	$ 6,906,566
Labor as % of Revenue		*62%*	*58%*	*55%*	*54%*	*52%*	*56%*
Labor Burden %		*13%*	*13%*	*13%*	*13%*	*13%*	
OTHER OPERATIONAL EXPENSES*		2.5%	2.5%	2.5%	2.5%	2.5%	
Golf Operations Expense		$ 24,429	$ 25,162	$ 25,814	$ 26,483	$ 27,169	$ 129,056
General & Administrative Expense		$ 314,294	$ 323,722	$ 332,061	$ 340,615	$ 349,391	$ 1,660,084
Golf Course Maintenance Expense		$ 502,640	$ 517,719	$ 530,930	$ 544,479	$ 558,375	$ 2,654,144
Food and Beverage Expense		$ 28,976	$ 31,397	$ 33,554	$ 35,349	$ 37,246	$ 166,521
Sales and Marketing Expense		$ 25,000	$ 25,750	$ 26,394	$ 27,054	$ 27,730	$ 131,927
Golf Cart Lease		$ 77,042	$ 77,703	$ 78,384	$ 79,086	$ 79,808	$ 392,024
EXISTING - Equipment Leases		$ -	$ -	$ -	$ -	$ -	$ -
Insurance - G&L		$ 51,294	$ 52,833	$ 54,200	$ 55,603	$ 57,043	$ 270,974
TOTAL OTHER OPERATIONAL EXPENSES		$ 1,023,674	$ 1,054,286	$ 1,081,337	$ 1,108,669	$ 1,136,763	$ 5,404,730
MANAGEMENT FEES*		2.5%	2.5%	2.5%	2.5%	2.5%	
Base Management Fee	$ 150,000	$ 150,000	$ 154,500	$ 159,135	$ 163,909	$ 168,826	$ 796,370
Incentive Management Fee (TBD)	*10% NOI Improvement*	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL TROON MANAGEMENT FEES		$ 150,000	$ 154,500	$ 159,135	$ 163,909	$ 168,826	$ 796,370
TOTAL EXPENSES		$ 2,480,467	$ 2,554,782	$ 2,621,806	$ 2,690,184	$ 2,760,426	$ 13,107,666
NET OPERATING INCOME		$ (528,233)	$ (434,050)	$ (320,672)	$ (259,476)	$ (192,607)	$ (1,735,038)
CUMULATIVE NET OPERATING		$ (528,233)	$ (962,283)	$ (1,282,955)	$ (1,542,431)	$ (1,735,038)	
OPERATING MARGIN		*-25%*	*-19%*	*-13%*	*-10%*	*-7%*	

LOS LAGOS GOLF COURSE

City of Edinburg, TX

5 YEAR OPERATING PROFORMA

ROUNDS		**33,826**	**35,517**	**37,293**	**38,412**	**39,564**	**184,611**
YEAR		**FYE 2027**	**FYE 2028**	**FYE 2029**	**FYE 2030**	**FYE 2031**	**5 YEAR TOTAL**
REVENUES							
Greens Fees		**$ 926,100**	$ 1,021,025	$ 1,125,680	$ 1,194,234	$ 1,266,963	**$ 5,534,003**
Cart Fees		**$ 203,322**	$ 219,893	$ 237,814	$ 252,297	$ 267,662	**$ 1,180,987**
Driving Range		**$ 86,546**	$ 95,417	$ 105,198	$ 111,604	$ 118,401	**$ 517,166**
Pro Shop Sales		**$ 94,091**	$ 103,735	$ 112,189	$ 119,021	$ 126,270	**$ 555,306**
Food (Food & Soft Drinks)		**$ 129,806**	$ 143,111	$ 154,775	$ 164,201	$ 174,201	**$ 766,094**
Beverages (Alcohol)		**$ 84,205**	$ 92,836	$ 100,402	$ 106,516	$ 113,003	**$ 496,962**
Other Golf Revenues (club rental, handicap, locker, bag storage)		**$ 3,605**	$ 3,713	$ 3,825	$ 3,939	$ 4,057	**$ 19,139**
Clinic / School Revenue		**$ 11,536**	$ 11,882	$ 12,239	$ 12,606	$ 12,984	**$ 61,246**
Initiation Fee Income / Annual Membership Fees		**$ 210,120**	$ 216,424	$ 222,916	$ 229,604	$ 236,492	**$ 1,115,556**
TOTAL REVENUE		**$ 1,749,331**	**$ 1,908,036**	**$ 2,075,037**	**$ 2,194,023**	**$ 2,320,032**	**$ 10,246,459**
		8.3%	***8.3%***	***8.0%***	***5.4%***	***5.4%***	
COST OF SALES*							
COGS - Pro Shop Merch.	70%	**$ 65,863**	$ 72,614	$ 78,532	$ 83,315	$ 88,389	**$ 388,714**
COGS - Food (food and soft drinks)	35%	**$ 45,432**	$ 50,089	$ 54,171	$ 57,470	$ 60,970	**$ 268,133**
COGS - Beverage (alcohol)	35%	**$ 29,472**	$ 32,493	$ 35,141	$ 37,281	$ 39,551	**$ 173,937**
TOTAL COST OF SALES		**$ 140,767**	**$ 155,196**	**$ 167,844**	**$ 178,066**	**$ 188,910**	**$ 830,784**
GROSS INCOME		**$ 1,608,564**	**$ 1,752,840**	**$ 1,907,193**	**$ 2,015,957**	**$ 2,131,122**	**$ 9,415,675**
LABOR*		**3.0%**	**3.0%**	**2.5%**	**2.5%**	**2.5%**	
Golf Operations Labor		**$ 251,530**	$ 259,076	$ 265,553	$ 272,192	$ 278,996	**$ 1,327,347**
General and Administrative Labor		**$ 110,000**	$ 113,300	$ 116,133	$ 119,036	$ 122,012	**$ 580,480**
Golf Course Maintenance Labor		**$ 411,596**	$ 423,944	$ 434,543	$ 445,406	$ 456,542	**$ 2,172,031**
Food and Beverage Labor		**$ 85,604**	$ 88,173	$ 90,377	$ 92,636	$ 94,952	**$ 451,742**
Total Direct Labor		**$ 858,731**	**$ 884,493**	**$ 906,605**	**$ 929,270**	**$ 952,502**	**$ 4,531,600**
Total Payroll Taxes	8.00%	**$ 68,698**	$ 70,759	$ 72,528	$ 74,342	$ 76,200	**$ 362,528**
Total Medical/Health Benefits		**$ 39,137**	$ 40,311	$ 41,319	$ 42,352	$ 43,410	**$ 206,528**
Insurance - Workers Comp	1.45%	**$ 12,452**	$ 12,825	$ 13,146	$ 13,474	$ 13,811	**$ 65,708**
TOTAL LABOR		**$ 979,018**	**$ 1,008,388**	**$ 1,033,598**	**$ 1,059,438**	**$ 1,085,924**	**$ 5,166,365**
Labor as % of Revenue		***56%***	*53%*	*50%*	*48%*	*47%*	***50%***
Labor Burden %		***14%***	*14%*	*14%*	*14%*	*14%*	
OTHER OPERATIONAL EXPENSES*		**3.0%**	**3.0%**	**2.5%**	**2.5%**	**2.5%**	
Golf Operations Expense		**$ 20,000**	$ 20,600	$ 21,115	$ 21,643	$ 22,184	**$ 105,542**
General & Administrative Expense		**$ 266,605**	$ 274,603	$ 281,468	$ 288,504	$ 295,717	**$ 1,406,896**
Golf Course Maintenance Expense		**$ 450,625**	$ 464,144	$ 475,747	$ 487,641	$ 499,832	**$ 2,377,989**
Food and Beverage Expense		**$ 21,401**	$ 23,595	$ 25,518	$ 27,072	$ 28,720	**$ 126,306**
Sales and Marketing Expense		**$ 25,000**	$ 25,750	$ 26,394	$ 27,054	$ 27,730	**$ 131,927**
Golf Cart Lease		**$ 55,000**	$ 55,000	$ 55,000	$ 55,000	$ 55,000	**$ 275,000**
EXISTING - Equipment Leases		**$ -**	$ -	$ -	$ -	$ -	**$ -**
Insurance - G&L		**$ 42,230**	$ 43,497	$ 44,584	$ 45,699	$ 46,841	**$ 222,852**
TOTAL OTHER OPERATIONAL EXPENSES		**$ 880,861**	**$ 907,188**	**$ 929,826**	**$ 952,613**	**$ 976,025**	**$ 4,646,512**
MANAGEMENT FEES*		**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	
Base Management Fee		**$ 100,000**	$ 103,000	$ 106,090	$ 109,273	$ 112,551	**$ 530,914**
Incentive Management Fee		**$ -**	$ -	$ -	$ -	$ -	**$ -**
TOTAL TROON MANAGEMENT FEES		**$ 100,000**	**$ 103,000**	**$ 106,090**	**$ 109,273**	**$ 112,551**	**$ 530,914**
TOTAL EXPENSES		**$ 1,959,878**	**$ 2,018,576**	**$ 2,069,514**	**$ 2,121,323**	**$ 2,174,499**	**$ 10,343,790**
NET OPERATING INCOME		**$ (351,315)**	**$ (265,736)**	**$ (162,321)**	**$ (105,366)**	**$ (43,377)**	**$ (928,115)**
CUMULATIVE NET OPERATING		**$ (351,315)**	**$ (617,051)**	**$ (779,371)**	**$ (884,738)**	**$ (928,115)**	
OPERATING MARGIN		***-20%***	*-14%*	*-8%*	*-5%*	*-2%*	

EBONY HILLS GOLF COURSE

City of Edinburg, TX

5 YEAR OPERATING PROFORMA

ROUNDS		**18,791**	**19,355**	**19,936**	**20,534**	**21,150**	**99,766**
YEAR		**FYE 2024**	**FYE 2025**	**FYE 2026**	**FYE 2027**	**FYE 2028**	**5 YEAR TOTAL**
REVENUES							
Greens Fees		**$ 239,336**	$ 258,842	$ 279,937	$ 295,544	$ 312,021	**$ 1,385,680**
Pro Shop Sales		**$ 6,896**	$ 7,316	$ 7,761	$ 8,234	$ 8,735	**$ 38,942**
Food (Food & Soft Drinks)		**$ 26,204**	$ 27,800	$ 29,493	$ 31,289	$ 33,195	**$ 147,981**
Beverages (Alcohol)		**$ 49,544**	$ 52,561	$ 55,762	$ 59,158	$ 62,761	**$ 279,787**
Other Golf Revenues (club rental, handicap, locker, bag storage)		**$ 2,395**	$ 2,467	$ 2,541	$ 2,617	$ 2,695	**$ 12,714**
Initiation Fee Income / Annual Membership Fees		**$ 50,635**	$ 52,154	$ 53,718	$ 55,330	$ 56,990	**$ 268,827**
TOTAL REVENUE		**$ 375,010**	**$ 401,139**	**$ 429,213**	**$ 452,172**	**$ 476,397**	**$ 2,133,931**
		5.3%	***6.5%***	***6.5%***	***5.1%***	***5.1%***	
COST OF SALES*							
COGS - Pro Shop Merch.	70%	**$ 4,827**	$ 5,121	$ 5,433	$ 5,764	$ 6,115	**$ 27,260**
COGS - Food (food and soft drinks)	35%	**$ 9,171**	$ 9,730	$ 10,323	$ 10,951	$ 11,618	**$ 51,793**
COGS - Beverage (alcohol)	35%	**$ 17,340**	$ 18,396	$ 19,517	$ 20,705	$ 21,966	**$ 97,925**
TOTAL COST OF SALES		**$ 31,339**	**$ 33,248**	**$ 35,272**	**$ 37,420**	**$ 39,699**	**$ 176,978**
GROSS INCOME		**$ 343,671**	**$ 367,892**	**$ 393,941**	**$ 414,752**	**$ 436,698**	**$ 1,956,953**
LABOR*		**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	
Golf Operations Labor		**$ 148,329**	$ 152,779	$ 157,362	$ 162,083	$ 166,945	**$ 787,498**
General and Administrative Labor		**$ -**	$ -	$ -	$ -	$ -	**$ -**
Golf Course Maintenance Labor		**$ 145,171**	$ 149,526	$ 154,012	$ 158,632	$ 163,391	**$ 770,732**
Food and Beverage Labor		**$ -**	$ -	$ -	$ -	$ -	**$ -**
Total Direct Labor		**$ 293,500**	**$ 302,305**	**$ 311,374**	**$ 320,715**	**$ 330,336**	**$ 1,558,229**
Total Payroll Taxes	8.00%	**$ 23,480**	$ 24,184	$ 24,910	$ 25,657	$ 26,427	**$ 124,658**
Total Medical/Health Benefits		**$ 6,540**	$ 6,736	$ 6,938	$ 7,146	$ 7,360	**$ 34,719**
Insurance - Workers Comp	1.45%	**$ 4,256**	$ 4,383	$ 4,515	$ 4,650	$ 4,790	**$ 22,594**
TOTAL LABOR		**$ 327,775**	**$ 337,608**	**$ 347,736**	**$ 358,168**	**$ 368,913**	**$ 1,740,201**
Labor as % of Revenue		***87%***	*84%*	*81%*	*79%*	*77%*	***82%***
Labor Burden %		***12%***	*12%*	*12%*	*12%*	*12%*	
OTHER OPERATIONAL EXPENSES*		**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	
Golf Operations Expense		**$ 4,429**	$ 4,562	$ 4,699	$ 4,840	$ 4,985	**$ 23,514**
General & Administrative Expense		**$ 47,689**	$ 49,120	$ 50,593	$ 52,111	$ 53,674	**$ 253,187**
Golf Course Maintenance Expense		**$ 52,015**	$ 53,575	$ 55,183	$ 56,838	$ 58,543	**$ 276,155**
Food and Beverage Expense		**$ 7,575**	$ 7,802	$ 8,036	$ 8,277	$ 8,526	**$ 40,216**
Sales and Marketing Expense		**$ -**	$ -	$ -	$ -	$ -	**$ -**
Golf Cart Lease		**$ 22,042**	$ 22,703	$ 23,384	$ 24,086	$ 24,808	**$ 117,024**
EXISTING - Equipment Leases		**$ -**	$ -	$ -	$ -	$ -	**$ -**
Insurance - G&L		**$ 9,064**	$ 9,336	$ 9,616	$ 9,904	$ 10,202	**$ 48,122**
TOTAL OTHER OPERATIONAL EXPENSES		**$ 142,814**	**$ 147,098**	**$ 151,511**	**$ 156,057**	**$ 160,738**	**$ 758,218**
MANAGEMENT FEES*		**3.0%**	**3.0%**	**3.0%**	**3.0%**	**3.0%**	
Base Management Fee		**$ 50,000**	$ 51,500	$ 53,045	$ 54,636	$ 56,275	**$ 265,457**
Incentive Management Fee		**$ -**	$ -	$ -	$ -	$ -	**$ -**
TOTAL TROON MANAGEMENT FEES		**$ 50,000**	**$ 51,500**	**$ 53,045**	**$ 54,636**	**$ 56,275**	**$ 265,457**
TOTAL EXPENSES		**$ 520,589**	**$ 536,206**	**$ 552,293**	**$ 568,861**	**$ 585,927**	**$ 2,763,876**
NET OPERATING INCOME		**$ (176,918)**	**$ (168,314)**	**$ (158,352)**	**$ (154,110)**	**$ (149,230)**	**$ (806,923)**
CUMULATIVE NET OPERATING		**$ (176,918)**	**$ (345,233)**	**$ (503,584)**	**$ (657,694)**	**$ (806,923)**	
OPERATING MARGIN		***-47%***	*-42%*	*-37%*	*-34%*	*-31%*	





Max A. Mandel Municipal Golf Course
Laredo, TX

FEE PROPOSAL



TERM SHEET

Troon's responsibilities consist of managing the daily operations of Los Lagos Golf Course and Ebony Hills Golf Course (the "Courses"), including the operation and promotion of the clubhouse activities, golf shop, food and beverage, course maintenance, sales and marketing, accounting, human resources, and more. Specific details include the following:

- **Club and Golf Operations –** Troon will continually monitor and evaluate the service experience at the Courses to ensure the most successful standards and best practices are applied.

- **Agronomy –** The corporate agronomy team provides a source of experienced professionals who understand the complexities of golf course and landscape conditioning. Our team delivers unbiased information to our clients and assists superintendents in overcoming obstacles while at the same time holding them accountable to the goals of the Courses.

- **Procurement –** The Courses will benefit from Troon's procurement network of 135+ preferred suppliers, distributors, service providers and industry professionals. The Courses can utilize Troon's buying power to negotiate best in market terms, service and pricing on items such as supplies, equipment, merchandise and more.

- **Sales and Marketing** – The corporate sales and marketing team works with on-site leaders to devise programs and marketing materials that are effective, efficient, and align with the Courses' goals. This includes a complete analysis of current sales programs, dynamic pricing strategies, online tools, collateral materials, competitors, and more. This review culminates in developing a custom sales and marketing plan focused on driving revenues for the Courses.

- **Food and Beverage** – Troon's food and beverage team works to ensure the Courses' offerings align with the City's service and fiscal goals. This is achieved through assessing the staff, kitchen flow, guest experience, menu analysis, ingredient sourcing, equipment, cost controls, and more.

- **Staff and Human Resources –** Troon will manage all staff members on behalf of the City. Our turnkey management solution will focus on staff recruiting, training, development, motivation, and career development. We believe that the Courses' success starts with a positive team.

- **Payroll and Benefits –** When the Courses' associates migrate to Troon's employment platform, Troon is responsible for processing payroll and employee benefits administration.

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- **Accounting –** Troon's corporate accounting team is responsible for the accurate and timely oversight of the Courses' financials, compliance with GAAP, variance review with on-sight personnel, future planning, operational analysis using key performance indicators, and internal audit expertise of controls to mitigate risk and safeguard assets.

- **Risk Management and Legal –** Using all reasonable efforts, Troon's legal and risk management teams are responsible for the Courses compliance regarding legal and insurance requirements. Troon will also evaluate the current insurance costs of the Courses and explore whether a migration to Troon's insurance platform would benefit the City.

- **Design and Development –** The in-house design and development team is responsible for reviewing and coordinating appropriate clubhouse and golf course capital projects. Their role is to ensure that projects are operationally viable, fiscally responsible, and completed to the City's satisfaction.

INITIAL TERM AND RENEWAL

Five (5) full Fiscal Years, beginning on a mutually agreed upon date and concluding on the last day of the fifth full Fiscal Year thereafter (the "Initial Term"). The Initial Term, or then current renewal period, shall be automatically renewed for three (3) year periods unless either party delivers written notice to the other that the agreement shall not be renewed.

MANAGEMENT AND INCENTIVE FEES

Base Management Fee (BMF)

A Base Management Fee equal to Twelve Thousand Five Hundred Dollars ($12,500) per month, increasing by 3% or CPI annually on the contract anniversary date, and prorated for any partial months.

Incentive Management Fee (IMF)

Troon proposes an IMF equal to 10% of the annual change in Net Operating Income (NOI), capped at 50% of our BMF.

TERMINATION PROVISIONS

Performance Termination

Beginning at the end of the third (3rd) full Fiscal Year of the Term and continuing for the remainder of the Term, City shall have the right to terminate the Agreement, without the payment of a termination fee or penalty, on not less than seventy-five (75) days prior written notice, if, in each of the two (2) previous consecutive Fiscal Years, Gross Operating Profit does not equal or exceed 85% of the budgeted Gross Operating Profit for such Fiscal Years.

TRAVEL

We provide operational and management support from our corporate team, requiring the Courses to pay a portion of the costs associated with corporate staff visiting the Courses. We work to keep costs to a minimum and combine trips to share the travel cost among multiple facilities.

ANNUAL PLAN

Troon will work with City to establish an annual plan, inclusive of financials, capital needs, staffing models, objectives and strategies.

ASSOCIATES

All applicable Associates shall become Troon Associates at a the start of the Initial Term. Troon shall conduct an assessment of the most economical means to employ the associates for both parties and provide City with a recommendation regarding the ideal transition date for the Courses, Associates, and Troon.

CENTRALIZED & SHARED SERVICES

Troon provides certain support services on a centralized and shared basis to benefit our owners, clubs and employees. The recoverable costs associated with these services typically replace existing costs for similar services currently being paid for by the Courses. They are included as line items within each club's annual plan, without mark-up for fee or profit. These recoverable costs are charged to the club, when/if the services are being utilized. Although highly recommended in this situation, the only required centralized and shared service is Payroll & HR Administration.

EMPLOYMENT PLATFORM SERVICES

Payroll & Human Resources Administration ($15.31 per associate / pay period)

Payroll services relate to the administration and processing of weekly or bi-weekly payroll information, check printing and distribution, remittance of state and federal taxes, set-up and remittance of garnishments, calculation and monitoring of accrued vacation and sick balances, issuance of W-2s and other activities to help ensure compliance with state and federal laws. This component also includes the maintenance and reconciliation of the payroll bank account, new employee set-up and maintenance of employee payroll records and information. Human Resources (HR) services provided consist of the following:

- Performance Management: Develops appraisal systems, assists with goal setting, PIPs and succession planning
- Employee Relations: Manages conflict resolution, policy development, workplace investigations and exit processes
- Talent Acquisition: Supports recruitment by providing job descriptions, recruitment resources, administrative support, third-party partnerships and strategies for challenging roles
- Compensation: Guides on pay strategies, ensuring legal compliance
- Communication: Creates employee communication materials and feedback channels
- Compliance: Updates HR policies for legal compliance, assists with audits, drug testing and background checks
- HR Strategy: Aligns HR with business goals, advises on organizational structure and supports change management
- HR Systems: Manages HR analytics, employee self-service and employment verification
- Employee Engagement: Conducts surveys, develops retention strategies and manages recognition programs

Payroll & Human Resources Administration ($417.28 per facility / month)

In addition to Human Resources (HR) Administration, Employee Learning & Development services focus on identifying career growth opportunities and offering guidance on tailored development plans for employees. Ultimately, HR's goal is to align the workforce with the organization's objectives, ensuring employees are productive, engaged, and supported throughout their employment journey. Learning & Development provides soft-skills training, leadership coaching, development programs and strategies, along with customized learning recommendations and consultations. Certain services may require additional fees.

TECHNOLOGY SERVICES

Technology Support (Optional)

($500 per month) + ($32 per workstation / month) + ($11.66 per tablet / month)

Troon's Technology Team delivers comprehensive IT management and hosting services designed to oversee and optimize every facet of your organization's technology infrastructure, systems and operations. Our approach ensures enhanced operational efficiency, reduced risks and positions IT as a strategic enabler for your club's success. Our key services include:

- Security-first approach with proactive monitoring and threat protection
- Comprehensive technology infrastructure management
- Unlimited access to service desk and technical support
- Point-of-sale (POS) and application management
- Vendor management for technology services and solutions
- IT project planning and execution
- Email and data management solutions
- Compliance with industry regulations and standards
- Business continuity services

ACCOUNTING SERVICES

Shared Accounting Standard – Daily Fee (Optional)

($1,723.27 per pay period)

Shared Accounting offers Troon-managed facilities a full-service solution for managing their accounting operations. Our full-cycle, centralized accounting services include daily transaction processing, accounts payable management and monthly financial reporting. Our core processes prioritize internal controls and proper segregation of duties. Our top responsibilities include safeguarding our clients' assets, providing timely and accurate reporting, proactively engaging in analysis, problem-solving and strategic planning with our operations partners. In the Shared Accounting environment, all accounts receivable activities remain the responsibility of the onsite team (statements, inquiries, payments, etc.). It is common for the facility to have an Accounting Admin on staff to manage A/R and act as the liaison with Shared Accounting. Key services include:

- **Full-Cycle Accounting**
  - POS activity posting and reconciliation
  - Cash monitoring and reconciliation
  - Financial statement preparation including full set of balance sheet reconciliations
  - Sales tax filings
  - Annual audit support
  - Periodic second-level supervisor review
- **Accounts Payable Processing**
  - Invoices processed using cloud-based automated A/P software (Ottimate or ExFlow)
  - Invoices posted and prepared for payment
  - Weekly check runs
  - 1099 reporting
  - Vendor statement reconciliation POS activity posting and reconciliation





La Cantera Golf Club
San Antonio, TX

COMPLIANCE CERTIFICATIONS



RFP & CONTRACT EXCEPTIONS

Troon's legal team has reviewed the RFP and associated draft agreement and has identified certain exceptions. These RFP and Draft Contract Exceptions have been outlined and included below for the County's review and consideration. Troon submits the following proposed Exceptions from the City's RFP and Draft Contract. Additionally, we have supplied a sample agreement in the "Attachments".

Troon proposes a third-party management structure in which Troon receives a base management fee and incentive management fee for its services with the City retaining the profits of the Facility and costs and expenses being paid by the revenues of the Facility and the City directly, such as employee and insurance costs. In other words, all operating costs of the Facility will be paid by the City, not Troon. This structure is outlined in Troon's fee proposal. Furthermore, all equipment will be owned and leased by the City, unless otherwise agreed to by the parties. As such, Troon is proposing edits to the Draft Contract consistent with that structure, and while Troon may not reference every potential edit related to that structure, it reserves its right to make such edits during the contracting phase. We will likely need to make additions to the Draft Contract during negotiations to address bank accounts and financing, Centralized Services, Troon's Procurement and Insurance Programs, Troon Access, data ownership and use, and other provisions that are applicable to the management structure proposed by Troon. Troon has made a sample management agreement available to the City.

EXCEPTIONS TO RFP:

PAYMENT

Troon reserves the right to discuss how expenses are paid for the Facility. Traditionally, the owner of the Facility holds the Facility's bank accounts and Troon is the signor on those accounts so that it may pay operating expenses of the Facility using Gross Revenues deposited in such bank accounts. This is inconsistent with the Draft Contract.

INDEMNIFICATION

As a third-party manager receiving a fee from the City, Troon does not accrue the economic benefit (such that an owner or lessee may receive) that might be attributable to taking on all risk at the Facility. Nevertheless, since we are being retained as the manager of the facility we are comfortable being responsible for the "bad acts" (i.e., negligence, malfeasance, willful misconduct) of our employees. We do this because, ultimately, the City is asking us to manage the facility and we should be responsible for the acts of those people we put at the facility to carry out what we have been hired to do. To that end, Troon proposes that it shall indemnify the City from its negligence and willful misconduct, breach of the Agreement or violation of applicable law (as outlined in the Draft Contract). Troon further proposes that the City indemnify Troon for matters that arise prior to the Agreement.

TERMINATION OF CONTRACT

Troon needs more time in order to unwind operations. It is also difficult to attract talent with a short without cause termination window. Troon proposes a 90 day window. We also ask that there be clear opportunities to cure defaults as outlined in our sample agreement.

EXCEPTIONS TO DRAFT CONTRACT:

Section II(B) - TERM OF AGREEMENT

Troon needs more time in order to unwind operations. It is also difficult to attract talent with a short without cause termination window. Troon proposes a 90 day window. We also ask that there be clear opportunities to cure defaults as outlined in our sample agreement.

Section VII - PAYMENT AND FEES

Troon requests prefunding and quarterly reconciliations of expenses based on the annual budget. We have successfully implemented this structure with other municipalities.

Sections VII(B) and (C) - PAYMENT AND FEES

Troon requests that these sections be deleted in its entirety; it will not agree to unilateral set-off.

Section XVIII - Limitation of Liability

We respectfully request that such limitations be mutual.





Kissing Tree Golf Club
San Marcos, TX

ADDITIONAL INFORMATION



COMMUNITY ENGAGEMENT

Troon is committed to fostering vibrant, inclusive communities by making its facilities more than just places to play golf. Recognizing the importance of community integration, especially at municipal courses, Troon actively creates opportunities that welcome individuals of all backgrounds, interests, and skill levels. By hosting a diverse array of events that extend beyond the game of golf, Troon ensures that its facilities serve as gathering spaces where residents can come together, explore new activities, and build lasting relationships. These initiatives not only introduce more people to the sport but also position each facility as an essential part of the community fabric, enhancing the overall quality of life while supporting local recreational and social needs. Through these efforts, Troon strengthens the relationships within each community we serve, ensuring that its facilities remain accessible, inviting, and beneficial to all.

Troon collaborates with each individual client to align our shared goals at municipal facilities. In partnership with onsite teams, local groups such as First Tee and Youth on Course, and Troon's dedicated community engagement resource, Kendall Murphy, we evaluate, coordinate, and execute a wide variety of community engagement events.

With a focus on making the game more inclusive and diverse, these programs encourage participation from both golfers and non-golfers alike. In collaboration with the City, our dedicated resources will work with City staff, onsite staff, and community members to schedule public meetings, collect public feedback, and develop a customized approach for community engagement initiatives and events. On the following pages, we have included examples of community engagement initiatives implemented at some of Troon's municipal properties.



At Troon we are committed to building, fostering and encouraging a culture of diversity and inclusion that embraces the uniqueness of our communities across race, gender, age, religion, identity, cultures, ideas and experiences so that we may provide places of work and play in which all persons feel welcomed and valued.

KENDALL MURPHY
DIRECTOR, BUSINESS DEVELOPMENT
AND COMMUNITY ENGAGEMENT

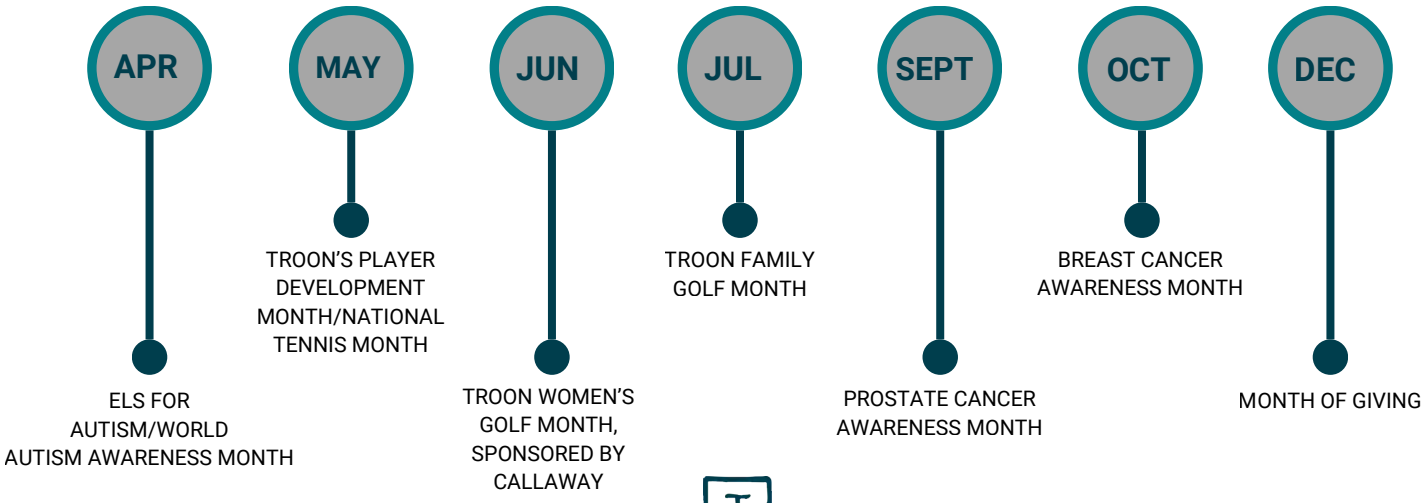
GROW THE GAME EFFORTS & PLAYER DEVELOPMENT

Troon teaching professionals and associates are dedicated to growing the game of golf through a variety of programs, including Player Development, Women's Golf, Family Golf, and other monthly initiatives. These programs are designed to engage golfers of all ages and skill levels, fostering inclusivity and broadening the appeal of the sport. Through these efforts, Troon is working to make golf more accessible and enjoyable for diverse communities while promoting long-term participation in the game.

Troon-affiliated facilities and professionals are committed to growing the game of golf through organic programming and the activation of national initiatives. In 2024, PGA Junior League Teams competed at 96 Troon locales throughout the country. Junior golfers also began their journey to the Drive, Chip and Putt finals at Augusta National through qualifying events held around the country. In total, 18 Drive, Chip and Putt qualifying events were hosted at Troon locales.

Across the nation, golfers were introduced to the game through programs like Operation 36, Summer Camps, and First Tee, among others. First Tee Programs are currently offered at 150 chapters, where junior golfers not only learn the game of golf but also life skills in welcoming and inclusive environments. In 2024, Troon further supported First Tee by amplifying its messaging during Troon Family Golf Month, raising additional funds for First Tee efforts. This tradition is expected to continue in July 2025.



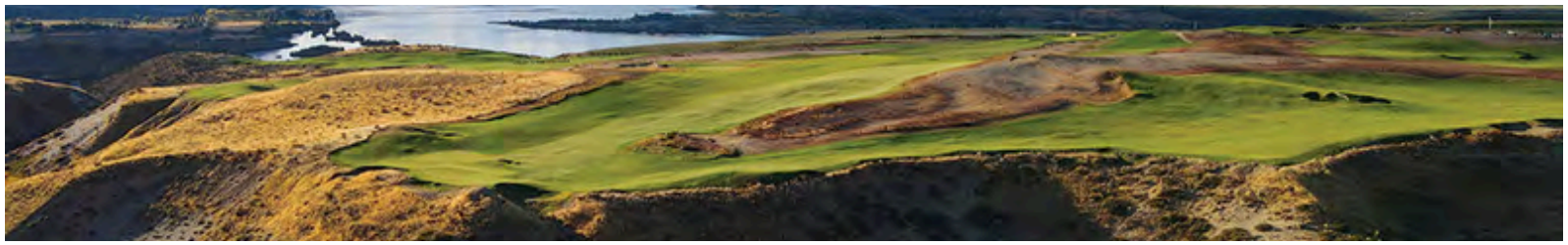


2025 COMMUNITY ENGAGEMENT CALENDAR

In 2025, Troon has curated a robust calendar of community events at select municipal golf courses, fostering greater engagement and inclusivity. As part of our ongoing business plan execution, we will explore innovative ways to integrate our community engagement resources to include Ocoee National, ensuring greater participation and visibility.

LOCATION	FACILITY	DATE
Seattle, WA	*Jackson Park Golf Course*	*April 29*
Washington, DC	*East Potomac Golf Links*	*May 16*
Chicago, IL	*South Shore Golf Course*	*June 8*
Wilmington, DE	*Rock Manor Golf Course*	*June 20*
Cleveland, OH	*Highland Park Golf Club*	*July 12*
Jacksonville, FL	*Blue Cypress Golf Course*	*August 23*
Phoenix, AZ	*Papago Golf Club*	*September 21*
Los Angeles Metro	*Bella Verde Golf Course*	*October 3*
Charlotte, NC	*CT Myers Golf Course*	*October 18*
Philadelphia, PA	*Cobbs Creek Campus*	*October 24*
Oahu, HI	*Pearl at Kalauao + Additional Courses*	*November 8-17*





CAPITAL PROJECT OVERSIGHT



Troon properties benefit from customized operational and maintenance programs designed to enhance course conditions and protect long-term asset value. Troon's team works closely with on-site leadership to plan and execute critical golf course capital projects, including irrigation system improvements, greens renovations, bunker enhancements, cart path reconstruction, and other course infrastructure initiatives. Clubs gain access to experienced engineers, architects, and project managers who assist with projects from planning and design review through construction management and procurement - helping deliver efficient, cost-effective improvements while minimizing the need for outside consultants. At the Courses, this collaborative approach will support thoughtful planning around future capital needs while ensuring day-to-day course conditioning remains a priority.

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GOLF COURSE

DEVELOPMENT & RENOVATION PROJECTS





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CLUBHOUSE

DEVELOPMENT & RENOVATION PROJECTS







Heritage Ranch Golf & Country Club
Fairview, TX

ATTACHMENTS



TROON®

TROON.COM | 15044 N. SCOTTSDALE ROAD, SCOTTSDALE, AZ 85254 | 480.606.1000

Response to Request for Proposals for

Golf Course Management & Operations Services for Los Lagos Golf Course & Ebony Hills Golf Course

Prepared for:

City of Edinburg

Submitted 04/07/2026



OLIPHANT GOLF MANAGEMENT
3046 VILLAGE PARK DRIVE
PLOVER, WISCONSIN 54467
715-544-6588
www.oliphantgolf.com



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Cover Letter

Thank you for the opportunity to submit our proposal for Management & Operations Services for Los Lagos Golf Course and Ebony Hills Golf Course.

Oliphant Golf Management (OGM) is a family-owned company with 14 active contracts managing 20 golf courses across Wisconsin, Illinois, Michigan, Indiana, Ohio, and Pennsylvania. Our affiliate company, OHG Construction (dba Oliphant Golf Construction), has a long history of delivering successful course builds in Texas and is currently working in Texas, building the courses at two exciting new golf developments — Wild Spring Dunes and the Old Mine Club. This on-the-ground presence gives us immediate local market knowledge and proven construction expertise that will directly benefit long-term capital planning and asset preservation for the City.

Having reviewed the objectives outlined in the RFP, we are prepared to provide the City of Edinburg with full-service management that delivers improved financial performance, increased rounds, excellent course conditions, master planning services, and enhanced customer satisfaction, with full transparency and alignment with the City's objectives. This is precisely what OGM delivers for each of our clients. We do not maintain the status quo — we create clear, measurable results that produce mutual success for our clients and their communities.

Our confidence is rooted in a proven track record of golf management, agronomics, marketing, revenue growth, Master planning, and in-house construction and design expertise. If selected, we will serve as true partners with the City of Edinburg. We will prepare realistic annual budgets, implement best-practice operations, execute a focused marketing and tournament plan, deliver monthly cash flow reporting with full transparency, and provide professional input on capital planning and asset preservation.

We are actively expanding into the Southern United States and believe Los Lagos and Ebony Hills have tremendous potential, being an excellent fit for OGM. If chosen, you will have our complete commitment to a win-win partnership that maximizes the value of both courses through stronger operational performance and exceptional customer experience.

Thank you for your consideration!



Craig Haltom
Owner, OGM / OHG Construction / Craig Haltom Golf Design
608-444-8301

Executive Summary



Oliphant Haltom Golf LLC
dba Oliphant Golf Management

3046 Village Park Drive
Plover, WI 54467

Brian Jensen, PGA
Vice President
bjensen@ogm.golf
608-214-5180

Justin Fox, PGA
Regional Manager
jfox@ogm.golf
623-742-8203

FEIN: 46 - 0884135

OGM is excited for the opportunity to partner with the City of Edinburg to manage Los Lagos Golf Course, an 18-hole championship links-style course, and Ebony Hills Golf Course, a 9-hole municipal parkland course. We understand the City's objectives for professional full-service management that improves financial sustainability, increases rounds and utilization, maintains high-quality course conditions, enhances customer satisfaction and community value, strengthens marketing and revenue diversification, preserves long-term capital assets, and ensures transparency and accountability. As a turnkey service provider with decades of expertise in municipal and public golf operations, OGM is ideally positioned to deliver a seamless transition and long-term success for both facilities.

Our experience managing municipal golf operations and transitioning facilities from in-house city management has produced strong, measurable results at comparable public properties. Combined with our in-house construction and design expertise through OHG Construction — and our current on-the-ground work building two new golf developments in Texas (Wild Spring Dunes and Old Mine Club) — we bring both deep operational knowledge and proven capital planning capabilities that directly support the City's long-term asset preservation goals.

We understand the services require comprehensive day-to-day management of both facilities. This includes full golf operations staffing (including interviewing all current City Department of Golf employees), environmentally responsible course and grounds maintenance, food and beverage operations with all required permits and licenses, dynamic marketing and community engagement, tournament coordination, and robust financial oversight through annual budgets, monthly net cash flow reporting, and separate facility accounts. OGM will ensure exceptional customer service and hospitality that drives repeat business, higher utilization, and stewardship of these valued community assets.

(continued to next page)

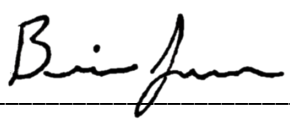
OGM will provide a results-driven approach to elevate Los Lagos Golf Course and Ebony Hills Golf Course for residents and visitors alike.

Drawing on our expertise, we have identified key opportunities to address the City's goals for these two courses:

- **Course Conditions:** Targeted agronomic programs will quickly elevate playing conditions at both facilities, with immediate focus on green speed and quality at Los Lagos while maintaining Ebony Hills as a welcoming, walkable community course.
- **Financial Sustainability & Revenue Growth:** Realistic annual budgets and aggressive revenue strategies will increase rounds, tournament play, memberships, and ancillary revenue while controlling costs and delivering positive net cash flow to the City.
- **Marketing & Community Engagement:** A comprehensive annual marketing plan, including digital campaigns, local partnerships, loyalty programs, and enhanced communications, will grow participation from Edinburg residents and attract players from the broader Rio Grande Valley.
- **Transition Management:** Given the current in-house City operation, we will prioritize a smooth transition by interviewing all existing golf department employees, setting clear milestones, and ensuring operational continuity and staff stability.
- **Long-term Planning:** Leveraging master planning, design and construction expertise, we will provide professional input on long-term capital needs, equipment replacement, and asset preservation to protect and enhance the City's investment.
- **Food & Beverage Operations:** We will professionally manage Putter's Grill and all concessions with proper licensing, competitive pricing, and high service standards to maximize revenue while complementing golf operations.

Our track record in similar partnerships underscores our commitment to aligned objectives, turning operational opportunities into sustainable success. We look forward to bringing our innovative, results-driven approach to maximize the value of Los Lagos and Ebony Hills for the City of Edinburg and its residents.

Brian Jensen, PGA

Signed: 

Corporate Information

Oliphant Haltom Golf, LLC (d/b/a Oliphant Golf Management (OGM)) and its affiliate OHG Construction, LLC (dba Oliphant Golf Construction) are both 100% owned by Craig Haltom. Both entities are organized as Limited Liability Companies and taxed as S Corporations.

Ownership and Principals

- Owner: Craig Haltom (100% owner and President since the 2016 buy-out from the founder, Mike Oliphant)
- Officers/Principals:
  - Craig Haltom – Owner
  - Brian Jensen – Vice President
  - Nicole Schilling – Director of Finance & Administration

Entity Details

- Oliphant Haltom Golf, LLC (Management / Operations) – FEIN: 46-0884135
- OHG Construction, LLC (Construction / Renovations) – FEIN: 82-4843385

Year Established: 1996

Number of Employees: 450 (peak season, including full and part-time)

Legal Name & Address
Oliphant Haltom Golf, LLC
d/b/a Oliphant Golf Management (OGM)
3046 Village Park Drive, Plover, WI 54467
Office Phone: 715-544-6588
Website: www.oliphantgolf.com

Primary Liaisons
Brian Jensen, PGA Vice President - Primary Contact Person for the City of Edinburg
bjensen@ogm.golf
O: 715-544-6588 | C: 608-214-5180

Justin Fox, PGA Regional Manager
jfox@ogm.golf
O: 715-544-6588 | C: 623-742-8203

Letter of Authority



OGM

Oliphant Haltom Golf, LLC
3046 Village Park Drive
Plover, WI 54467

Date: April 01, 2025

Letter of Authority

To Whom It May Concern,

This letter serves as formal authorization from Oliphant Haltom Golf, LLC, a Wisconsin s-corporation, stating that Brian Jensen, Vice President of Oliphant Haltom Golf, LLC, was granted authority to sign contracts and other legally binding agreements on behalf of the company.

This authorization includes, but is not limited to, the execution of contracts, agreements, amendments, proposals, and related documents necessary for the operation and management of Oliphant Haltom Golf LLC's business activities.

On April 1, 2025, the undersigned member of Oliphant Haltom Golf, LLC confirms that Brian Jensen was appointed as an officer with full authority to sign on behalf of the LLC, effective retroactively as of April 1, 2015, pursuant to his promotion on that date and authority shall remain in effect until revoked in writing by an authorized officer of the company.

For verification purposes, please feel free to contact Craig Haltom, President and 100% Owner, at 608-444-8301 or chaltom@oliphantgolf.com.

Sincerely,

Craig Haltom
President

Company History & Overview

OGM's parent company was started by Mike Oliphant in 1996 and continues to be an industry leader in golf course management and construction. We have completed over 250 high-profile golf projects over the past 25 years, and now under Craig Haltom's ownership, we continue to work on some of the most exciting projects in golf, including Sand Valley Golf Resort in Central Wisconsin and many notable design/build golf course transformations in the Midwest.

The golf management side of our business began in the financial turmoil of 2008. As golf course construction completely stopped, business partners Mike Oliphant and Craig Haltom started OGM as a logical extension of our golf work (and in the hopes of keeping a job ourselves!) with Craig serving as superintendent of our first course in Madison, WI. By 2015 we had seven contracts and were established as a regional golf management company (and thankfully, course construction started up again). Mike sold the business to Craig the following year, and under his leadership, OGM continues to grow by consistently delivering transformative outcomes for our clients.

Our contracts range from full general management services, to direct maintenance, to turn-key lease operations. We are selective with our workload and are committed 100% to the success of each project we take on. We are problem solvers who thrive on tackling tough situations with bold, practical solutions, always aiming to leave things better than we found them—whether it’s a struggling municipal course, a historic redesign, or a community space. We work at golf facilities with varying structures, from modest budget municipal courses to high end country clubs and golf resorts. We see every project as an opportunity to create something lasting.

We currently maintain and manage 20 courses (14 contracts) with over 450 employees across the United States, including six municipal courses and one non-profit 36 hole property (with operations similar to city-owned courses).



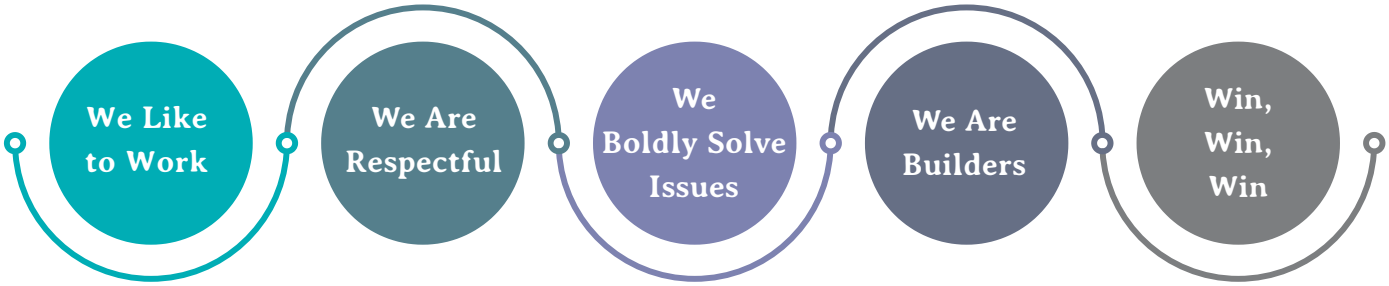
Mission & Values

Our mission is to deliver transformational change for golf businesses— creating exceptional playability and enduring quality through an integrated approach to design, build, and hospitality This focus has driven our consistent growth and built our reputation for reliability, straight-forward and objective guidance, and exceptional bottom-line results.

Our company is guided by five core values:

- **We Like to Work:** We thrive on hard work and purpose.
- **We Are Respectful:** Respect strengthens our partnerships and results.
- **We Boldly Solve Issues:** We confront obstacles with decisive, effective strategies.
- **We Are Builders:** We create and improve exceptional golf experiences.
- **Win, Win, Win:** Business success is achieved when our clients, our company and our employees benefit.

We care deeply about our work and take a keen interest in the game of golf, its history, and its golf courses. We maintain safe, healthy, and fun workplaces where excellence is rewarded.





Experience & Qualifications - Current Management Clients

LAWSONIA

Lawsonia
Green Lake, WI
Non-Profit, 36 Hole Destination Property with On-Site Lodging

NAKOMA GOLF CLUB

Nakoma Golf Club
Madison, WI
18 Hole Private Club with Pool & Tennis

POCONO MANOR

Pocono Manor Golf Course
Pocono Manor, PA
18 Hole Public Course with additional 3 Hole Loop

BULLSEYE GOLF CLUB

Bullseye Golf Club
Wisconsin Rapids, WI
18 Hole Semi-Private Course

OTTAWA PARK GOLF COURSE
DETWILER PARK GOLF COURSE
COLLINS PARK GOLF COURSE EST. 1932

Ottawa Park, Detwiler Park & Collins Park Golf Courses
Toledo, OH
45 Holes of Municipal Golf

THE COURSE AT ABERDEEN

The Course at Aberdeen
Valparaiso, IN
18 Hole Semi-Private Course in 650 home HOA

Watertown Country Club
Watertown, WI
18 Hole Private Course

Grand Teton
Tetonia, ID
18 Hole Private Course

BLOOMINGDALE Golf Club

Bloomingdale Golf Club
Bloomingdale, IL
18 Hole Municipal Course

Midlane Country Club
Wadsworth, IL
18 Hole Public Course

Current Maintenance-Only Clients

TRAPPERS TURN

Trappers Turn Golf Club
Wisconsin Dells, WI
27 Hole Resort with 12 Hole Short Course

LAKEARROWHEAD

Lake Arrowhead Golf Course & HOA
Nekoosa, WI
36 Hole Course with HOA Amenities Servicing 1,500 Homes in POA

Lakes of Taylor Golf Club
TAYLOR MEADOWS GOLF CLUB

Lakes of Taylor & Taylor Meadows Golf Courses
Taylor, MI
36 Holes of Municipal Golf

Kishwaukee Country Club
DeKalb, IL
18 Hole Private Course

Experience & Qualifications - Key Personnel

CRAIG HALTOM

Owner



Craig leads Oliphant Golf Management, very much hands-on and in the field, with a talented team of managers based in Plover, WI. Craig is an active golf course architect, and in addition to his work with OGM, is best known for his role in the development of Mike Keiser's successful golf destination project, Sand Valley, where he initially discovered the property and continues as a member of the development team. Craig began work for Oliphant Golf in 2001, after living in Scotland for three years, where he completed a graduate degree in landscape architecture and studied the great links courses of Great Britain and Ireland.



BRIAN JENSEN, PGA

Vice President

Brian oversees a team of over 400 golf management professionals during peak season, leading with resolve to ensure daily success for every client. Since joining OGM in 2013, he has drawn on extensive experience as a Golf Professional and General Manager at top private country clubs in Wisconsin and Illinois. His expertise, gained from years of hard work and training in the industry (beginning with his days as a bag boy in Arizona), drives our operational strength. Brian's decisive leadership fuels OGM's growth and delivers strong financial outcomes for our clients.

NICOLE SCHILLING

Director of Finance & HR



Nicole leads the finance department at OGM, bringing precision and expertise to the financial operations of our organization. With a degree in business and accounting, Nicole's career spans diverse industries, equipping her with a versatile skill set ideally suited for the dynamic demands of the golf industry. She began with OGM as a property controller, demonstrating exceptional skill that led to her promotion to General Manager at Nakoma, a prestigious private country club in Madison, WI. Nicole's deep understanding of financial strategy has since guided her transition to heading OGM's finance department, where she ensures fiscal strength and supports the company's continued growth.

JUSTIN FOX, PGA

Regional Manager

Justin holds a Bachelor's in Agribusiness and Professional Golf Management from Arizona State University, backed by 16 years of golf industry experience including warm-weather climates in Florida and Arizona. His career includes roles from outside services and mowing greens to serving as Head Golf Professional and General Manager, with expertise across 5-star resorts, Top 100 courses, and hosting a multi-year LPGA Tour event. Having guided properties through transitions with multiple management firms, Justin drives OGM's commitment to operational excellence, ensuring efficiency and delivering results with a collaborative, forward-focused approach.





TOM STEM, GCSAA

Regional Manager, Agronomy

Tom has been a vital part of OGM since 2015, bringing over 25 years of golf industry experience to our team. As the overseer of golf operations at Pocono Manor, where he served as Superintendent for more than 16 years, he ensures consistent excellence. Beyond Pocono Manor, Tom plays a critical role on our Agronomy team, conducting site visits as a trusted advisor to all course superintendents, delivering hands-on guidance with precision and resolve. His extensive experience strengthens our operations, driving quality outcomes and fostering success across every project with a proactive, team-driven approach.

ROCHELLE "ROCKI" REIMAN

Marketing Director

Rocki has been a driving force at OGM since 2014, based out of our Plover, WI office. Starting her golf career in food and beverage management and wedding/event sales at Bullseye Golf Club, she swiftly transitioned into marketing for a number of years, later serving as General Manager at Lawsonia in Green Lake, WI. With this diverse expertise, Rocki now leads and empowers our on-site teams, crafting and executing robust marketing strategies for our management clients with a sharp, collaborative focus on delivering results.



SANTOS MEJIA

Vice President, Construction

Santos brings over 30 years of expertise as a Construction Superintendent to OGM, excelling in golf course development since joining in 2004. Specializing in irrigation system installation and construction management, he consistently delivers quality results on large-scale projects. His technical mastery and steadfast leadership have been vital to the success of Sand Valley Golf Resort, where he directed the construction and development of the property, including five championship courses. Santos' proven track record and determined approach ensure every project meets the highest standards, driving impactful outcomes with unwavering precision.





JIMMY CAVEZZA

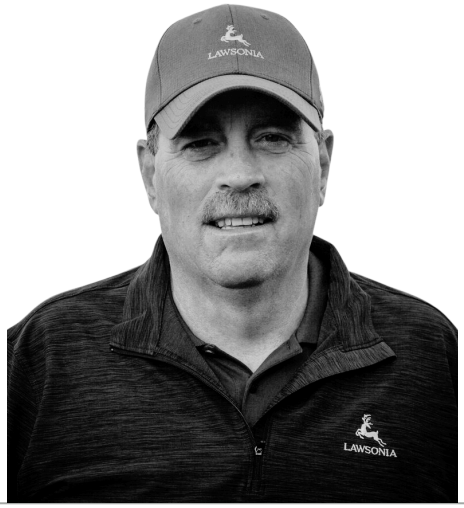
Lead Designer & Project Manager

Jimmy has over 30 years of distinguished experience, with expertise as a Golf Course Superintendent, Designer, and Project Manager. Most recently at The Club at Lac La Belle, he led the complete renovation of the championship course and the construction of a new par-3 course, guiding both projects from grow-in through successful openings. Through his work, Jimmy has managed all aspects of golf course development, contributed to several courses recognized by Golf Digest as Best New Courses, and directed renovations in preparation for major championships. Jimmy's deep knowledge in project management, golf course design, and agronomy drives exceptional course conditioning and lasting value for every property he touches.

MIKE LYONS, GCSAA

Senior Superintendent

Mike joined OGM in 2009 as one of the company's first key hires, taking responsibility for our flagship 36-hole operation at Lawsonia in Green Lake, WI. He is a past President of the Wisconsin Golf Course Superintendents Association and one of the Midwest's most respected golf course superintendents. As our Lead Golf Course Superintendent, Mike serves as a key advisor to all of our course superintendents and provides hands-on guidance and direction in the field. Mike's approach to turf issues is to bring together as many smart and experienced people as possible to develop the best solutions and to support our superintendents on site.





JAMES “JT” THOMPSON, PGA

Buyer/Merchandiser

JT brings over 22 years of comprehensive expertise in club and golf operations to OGM and our clients. With experience as General Manager and Head Professional across private, resort, and semi-private settings, he recently earned his Certification in General Management. Passionate about golf facility merchandising, JT is currently pursuing further credentials with the Association of Golf Merchandisers to elevate service at OGM-managed properties. His broad operational knowledge enables him to design tailored, effective programs for diverse golf shops with a determined, client-focused approach.

CATHERINE HELLING

Administrative & Payroll Services

Catherine honed her skills in her brother’s thriving startup before earning a Bachelor’s degree in English and studio art. Since joining OGM in 2017, she has excelled in human resources, adeptly managing weekly pay apps and accounts payable across multiple properties. Her proven reliability and resourcefulness strengthen our team, providing critical support to superintendents and general managers with a professional, unwavering resolve.





LISA JANIS

Controller

Lisa earned a Chemistry degree from Colorado State, cultivating a sharp analytical and problem-solving mindset. Prior to joining OGM, she advanced through roles to become Director of Accounting and Payroll in the ski industry. Now serving as a controller for our managed properties, Lisa enhances financial efficiency and accuracy with precision. Her key contributions include financial reporting, general ledger management, payroll and invoice processing, account reconciliations, journal entry preparation, and compliance—delivering robust, reliable support to our clients.

Experience & Qualifications - Relevant Experience

TOLEDO CITY GOLF | TOLEDO, OH | MUNICIPAL
OGM Management Services since 2024

OGM has partnered with the City of Toledo since 2024 to manage its three municipal golf courses—Ottawa Park, Detwiler Park, and Collins Park. City officials tasked us with getting these valued public assets back on track, and we've delivered measurable improvements in just over two years, enhancing golf operations while strengthening community connections.

Our team launched three new websites and targeted social media efforts to broaden each course's reach and engage local players. On-site, we've upgraded conditions with consistent maintenance practices—fairways, greens, and all—bringing quality you can see and play. Collaborating closely with the City, stakeholders, and golfers, we've tailored our work to Toledo's priorities, respecting its golfing heritage while setting a solid base for growth.

Key Accomplishments:

- Rounds and revenue increased by 20% within Year 1.
- Bunker restoration at Ottawa Park Golf Course executed with Parks Department with high impact, perceived as complete restoration effort to golden-age golf course through a thoughtful and modest budget.
- Digital presence enhanced with three new websites and invigorated social media strategies.
- Series of inclusive events scheduled and executed, including Ottawa Park's 125th anniversary celebration with Mayor's opening tee shot.
- Immediate facility improvements implemented: deep-cleaned clubhouses, edged bunkers, refreshed bathrooms and new signage.
- Evaluated current equipment fleet lease and negotiated purchase of new fleet within first 8 months.





LAWSONIA | GREEN LAKE, WI | PUBLIC
Lease Agreement since 2011

OGM initiated our partnership with Lawsonia in 2011, following a proactive outreach to the American Baptist Association (ABA), the property's owners. We recognized the potential to restore this 36-hole facility—once a nationally ranked gem—to its former prominence. Facing declining course conditions, aging infrastructure, and overgrown vegetation obscuring its architectural significance, OGM began with maintenance improvements, forging a strong alliance with the ABA. This collaboration expanded to encompass all operations—food and beverage, merchandising, service, marketing, and golf management—under a rolling 7-year lease where OGM manages all expenses, equipment investments, and annual enhancements. This revitalization has reestablished Lawsonia as a premier Midwest golf destination, delivering exceptional experiences for players while enriching the Green Lake community through increased tourism, local engagement, and sustainable growth.

Key Accomplishments:

- Restored the Links Course to national acclaim, receiving rankings such as #79 Top 100 Courses in the U.S. (GOLF.com), #24 Top 100 Courses You Can Play (Golfweek), #58 America's 100 Greatest Public Courses (Golf Digest), and #62 Best Classic Course (Golfweek).
- Boosted total revenue from $1.4 million to over $5 million, with Links Course rounds rising from 16,500 to over 25,000 and average per-round revenue increasing from $43 to $81.
- Funded renovations using operating cash—including tree removal, tee box upgrades, mowing line adjustments, and a 110,000 sq ft bunker restoration based on 1937 aerials and original blueprints.
- Revamped the Woodlands Course, improving pace of play, aesthetics, and turf health with bunker overhauls, drainage upgrades, and selective tree removal, resulting in a 25% increase in rounds and 35% higher golf revenue.
- Transformed concessions into Langford's Pub, a full-service restaurant and bar now generating over $1.2 million annually (up from $150,000).
- Introduced Airbnb-style lodging in three on-site homes and secured local hotel partnerships for stay-and-play packages, with over 35% of play now from visitors traveling 2.5+ hours.
- Executed a branding and digital marketing strategy highlighting architectural heritage, targeting discerning golfers, tourists, and influencers, amplifying Lawsonia's reach.
- Launched the Lawsonia Invite, an annual event hosting all area high school golf teams to foster community engagement.





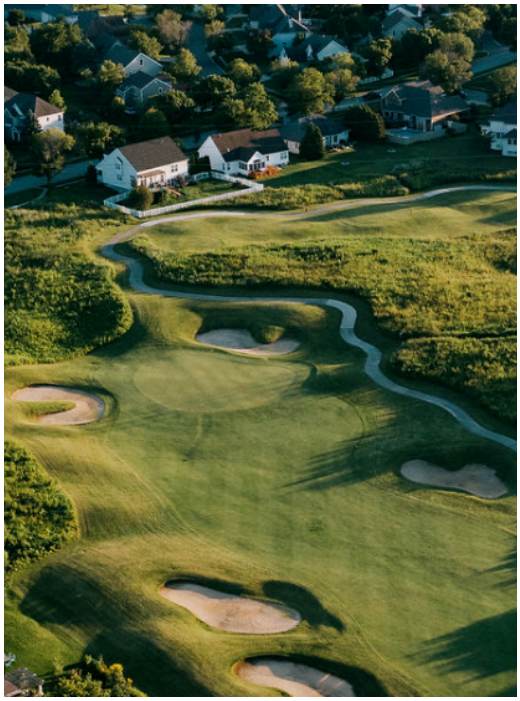
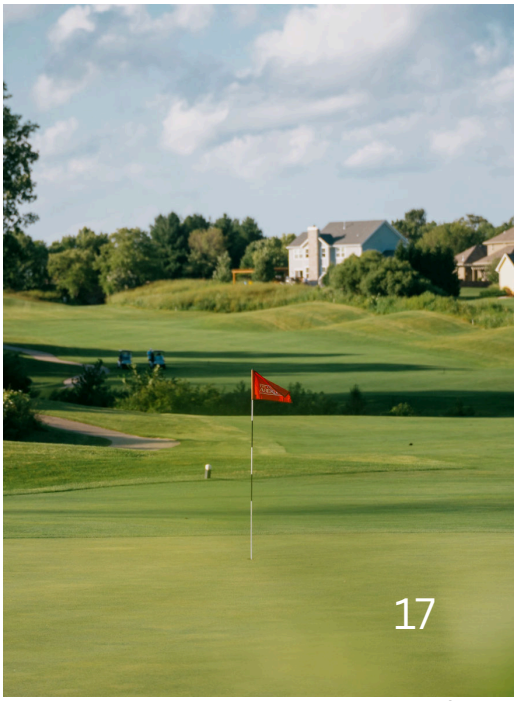
THE COURSE AT ABERDEEN | VALPARAISO, IN | PUBLIC
OGM Management Services since 2023

Aberdeen is an 18-hole championship course within a 650-rooftop homeowners association. The HOA formed a golf committee board charged with selecting a new golf management company, capable of maximizing revenue opportunities, gaining the trust of all homeowners, and providing a long-range prioritized capital expenditure plan. Course conditions and greens complex improvements were necessary to gain market share in the Valparaiso golf market. In the first year, we exceeded the budget and prior year by over $100k in net income, and by over $200k in year 2.

Key Accomplishments:

- Developed an equipment replacement strategy and promptly implemented it, investing approximately $200k in the first 2 years.
- Developed a comprehensive master plan and collaborated with the Board to create a multi-year implementation strategy. Phase 3 beginning in spring 2026.
- Renovated/replaced a 30-year-old pump house, increased capacity, and added a VFD to enhance efficiency and longevity.
- Instituted cultural practices (topdressing, rolling, watering, etc.) that led to greatly improved conditions, such as the best greens putting surfaces they've ever played on.
- Increased overall revenue by more than 10% while reducing overall costs by over 5%.
- Increased the average dollar per round collected by 15%.
- Achieved a record number of rounds in 3 out of 4 peak season months.
- Range revenue increased by 85% in year one.



BULLSEYE GOLF CLUB | WISCONSIN RAPIDS, WI | PUBLIC
OGM Management Services since 2013

In 2013, OGM was hired to take on full operations of Bullseye Golf Club. At the time, the club was struggling with declining membership, outdated facilities, and a lack of clear strategic direction. Recognizing the property's strong history and prime location, OGM immediately implemented a comprehensive revitalization plan focused on operational excellence, financial performance, and course improvements.

Within the first two years, OGM delivered a $200,000 positive turnaround in the club's bottom line. As the on-site manager, we increased total revenue by more than 10% while simultaneously reducing operating costs by over 5%. During this period, we also completed several significant course enhancements—including reconstruction of the #14 green complex and bunker, addition of four new tee boxes, and installation of 4,500 lf. of drainage pipe—all executed at no additional cost to the club.

These strategic initiatives transformed Bullseye Golf Club into a financially stable, professionally operated facility that continues to deliver strong results for its members and community.

Key Accomplishments:

- Reduction of over 15% from the previous maintenance budget with superior conditioning.
- Successfully transitioned to public course - rebranded and marketed as a new entity.
- Increased member retention and new recruitment (40 new members in first three seasons).
- 100% of Club employees were retained.
- Golf memberships increased by 100 new members.



NAKOMA GOLF CLUB | MADISON, WI | PRIVATE
OGM Management Services since 2009

OGM's first contract in Management was in the City of Madison, WI. Nakoma was plagued by its ongoing course condition problems, primarily due to the swampy land where it is situated. OGM aided in master planning in 2001, executing several projects that Nakoma was able to absorb at the time. In 2009, when undergoing a change of course superintendent, OGM was called upon again, this time to take over the day-to-day maintenance of this early 1900s Tom Bendelow golf design. Craig Haltom and Mike Oliphant dove in completely to establish new and sustainable cultural practices, develop new spending efficiencies, solve the wet course conditions, and create a long-term master plan to elevate Nakoma from a struggling private club (in a competitive market) to being seen as the top membership option in Madison for golfers. OGM continued in Maintenance for Nakoma for eight years. As OGM and its capabilities grew, Nakoma once again turned to OGM for guidance in the other facets of its operations, hiring OGM for overall operations in 2016. Today, OGM has signed a 10-year renewal contract.

Key Accomplishments:

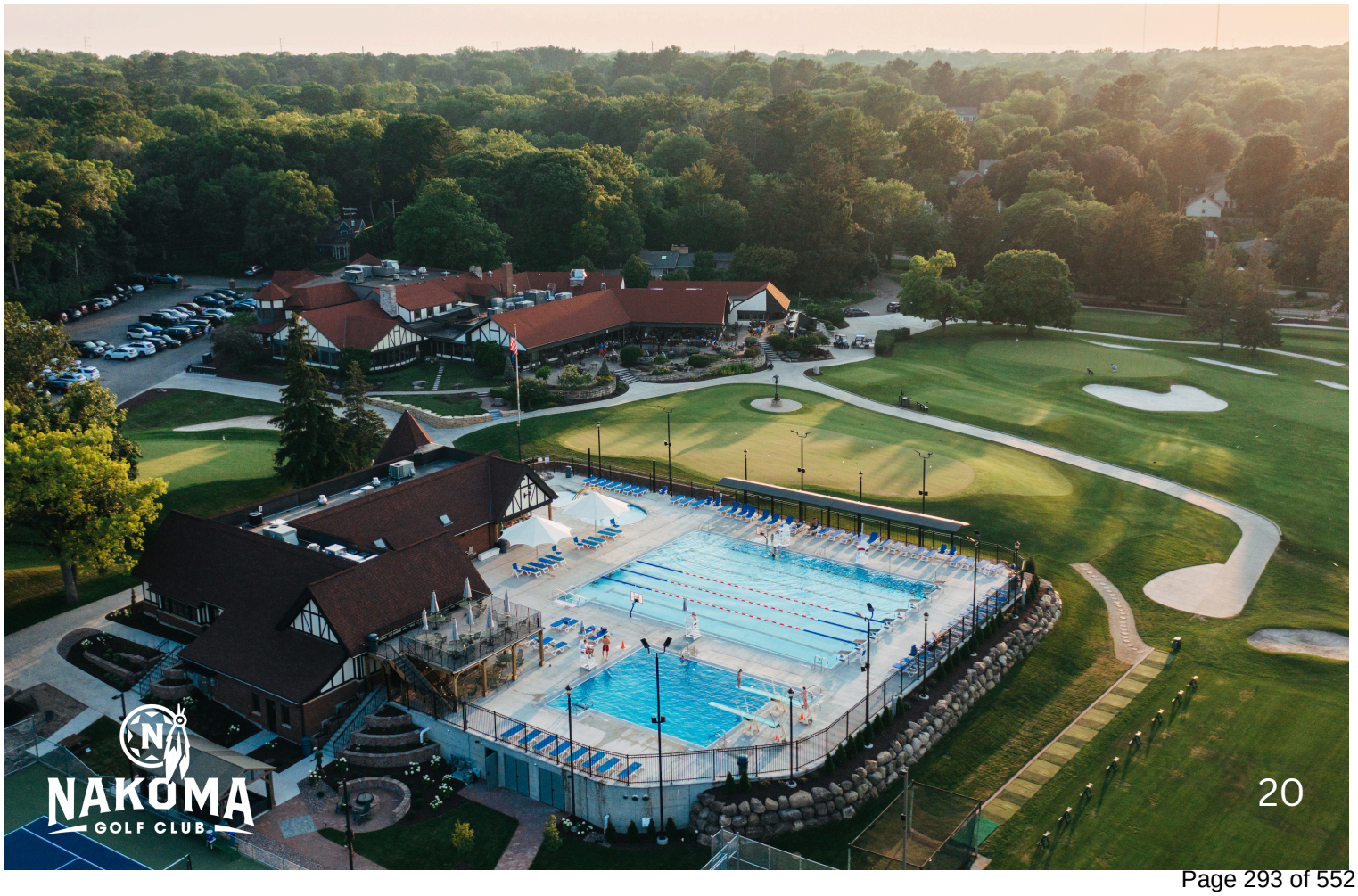
- NGC contemplated abandoning the golf course before hiring OGM in 2009 due to "unsolvable groundwater problems." Those problems were solved, and Nakoma is now one of Wisconsin's best-conditioned courses.
- Design and development of a popular new patio and outdoor dining area.
  - Led to an increase in average member spending on food and beverages.
- Initial master plan developed in 2010.
  - Nearly all projects were completed in three seasons at a greatly reduced cost, such as:
    - Large-scale drainage projects throughout the course, over 20,000 lf. of drainage pipe, eliminating groundwater problems.
    - Construction of new practice facilities.
    - Installation of new fencing along the property line.
- Capital equipment planning (within the current contract, OGM is now responsible for new equipment purchases).
- 2014 & 2018: Master Plan updated, leading to additional improvements:
  - Major drainage enhancements on holes #12, #6, and #3.
  - Expansion of the cart path network.
  - Reworking of clubhouse landscaping and overall course presentation.
  - Rebuilding of the putting green.



NAKOMA GOLF CLUB | MADISON, WI | PRIVATE
OGM Management Services since 2009

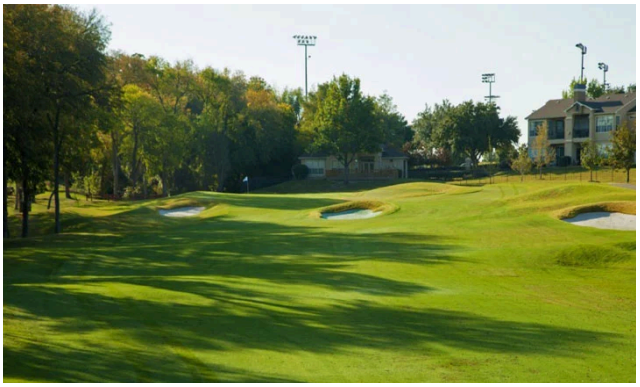
(Continued)

- Creation and ongoing execution of 100-year anniversary comprehensive master plan.
- Full and thriving membership achieving new revenue records, with a waitlist for the first time in decades.
- Renewed long-term (10-year) contract in both Maintenance and Management.
- Project Management for a new $7 million sport and cafe complex, led by OGM on-site team of managers.
  - Brought new off-season amenities to the facility (fitness and platform tennis, soon to add golf simulators).
- Overhauled technology, POS, and accounting software as well as security
- New website, professional photography, and overall branding.
- Highest restaurant financial return in the club's history.



Experience & Qualifications - Regional Experience

Chase Oaks Golf Club | Plano, TX
Project Scope: OGM was contracted by the City of Allen TX to perform a complete 18 hole irrigation remodel and grow-in of all bermuda grass playing surfaces, including greens, tees, fairways and roughs. All 18 holes are being renovated completely from tee to green, and a six hole short course is being added.



Wolfdancer Golf Club | Austin, TX
Project Scope: OGM was instrumental in the development of the Wolfdancer Golf Club, which was a finalist for “Development of the Year” in 2007. This high-end resort, public 18-hole golf course, designed by Arthur Hills/Steve Forrest and Associates, was crafted with a new construction budget of $6.5 million.



Wild Spring Dunes | Mt. Enterprise, TX
Project Scope: Full construction services, including land preparation, shaping, irrigation installation, and final grading.



Briggs Ranch Golf Club | San Antonio, TX
Project Scope: The Briggs Ranch Golf Club garnered significant recognition as a top private facility, being named the ‘Best New Private’ No. 4 by Golf Digest in 2002. Designed by Fazio Golf Course Designers, this exclusive 18-hole course showcases impressive landscaping and meticulous planning. The project featured new construction with a substantial budget of $9 million, emphasizing luxurious features and sophisticated design elements tailored to enhance the overall experience for its members.



Heritage Ranch Golf Club | Dallas, TX
Project Scope: Heritage Ranch Golf Club stands as a private golf club and residential community featuring an 18-hole golf course. OGM played a pivotal role in overseeing the new construction of this prestigious project, with the club's design spearheaded by the renowned Arthur Hills/Steve Forrest and Associates. The construction was completed within a budget of $7 million, ensuring top-quality facilities and a superior golfing experience. OGM's involvement encompassed key phases of development, from ground-breaking to project completion.



Other Notable Projects



The Estancia Club | Scottsdale, AZ



Western Kierland Resort | Scottsdale, AZ



Quail Creek Country Club | Green Valley, AZ

References

Toledo City Golf - Municipal
2315 Walden Pond Dr, Toledo, OH 43606
Full Management, 2024 - Present
Karen Ranney Wolkins, Commissioner, Parks and Recreation
419-936-2326 | karen.wolkins@toledo.oh.gov

Lawsonia - Public, Non-Profit Entity
Lease, 2011-Present
W2615 S Valley View Dr, Green Lake, WI 54941
Ben Mott, President/CEO Green Lake Conference Center
920 294 7250 | benmott@glcc.org

Nakoma Golf Club - Private
Full Management, 2008-Present
4145 Country Club Road, Madison, WI 53711
Tommy Farrell, Club Greens Committee Chair
608 219 8516

Lakes of Taylor & Taylor Meadows - Municipal
25505 Northline Rd, Taylor, MI 48108
Maintenance Only, 2024 - Present
Alec Grant, Director of Golf - Contract Administrator for City
734-307-5132 | agrant@ci.taylor.mi.us

The Glen Golf Park - Municipal
3747 Speedway Rd, Madison, WI 53705
Construction - Renovation, Design & Build, 2021-2022
Eric Knepp, Parks Superintendent
eknepp@cityofmadison.com

Golf Operations Plan

At OGM, we understand the importance of every day in the golf season. Our approach is clear and unwavering: we work with diligence, apply proven business systems, and keep the customer experience at the forefront. Drawing from our success managing diverse facilities—municipal properties, high-end private clubs, resorts, Top 100 courses, and semi-private venues—we continue to demonstrate adaptability and refined operational expertise within the industry. Inside the clubhouse and across the grounds, we create engaging, memorable golf experiences through our integrated approach to design/build, maintenance, and hospitality.

We cultivate loyal, returning customer bases for our partners by proactively seeking feedback, new opportunities for improvement and delivering consistent excellence. Each course is unique, and we reject generic solutions. Instead, we listen closely to on-site teams, elevate the best ideas, and implement tailored strategies to unlock a property's full potential. With a focused commitment, we develop programming that drives strong returns on investment, ensuring practical outcomes and shared success for our partners and their communities.





What to Expect

- Engaging Customer Service
- Tee Sheet & Revenue Management
- Weekly Performance Meetings
- Employee Accountability Systems
- Quarterly Goal Setting & Reviews
- Key Metric Tracking & Reporting
- Strategic Staffing Plans
- Event Planning & Execution
- Instructional Programs for Youth, Women & Adults
- Competitive Merchandising Strategies
- Net Promoter Score Customer Evaluations

Golf Operations Plan continued

We bring decades of expertise in selling and executing outings and leagues, having successfully organized hundreds of events that boost utilization and generate significant ancillary income. Our teams excel at tailoring packages for corporate outings, charity tournaments, and weekly leagues, leveraging targeted sales strategies, seamless logistics, and on-site coordination to ensure flawless execution. This approach not only fills the calendar during peak and shoulder seasons but also turns one-time visitors into loyal patrons, as evidenced by our track record of increasing outing revenue by 20-30% at similar courses through innovative themes, competitive pricing, and post-event follow-up.

To ensure a cohesive guest experience, OGM will closely coordinate the golf shop and food and beverage teams for day-to-day operations, aligning menus, timing, and service to elevate events and daily play.

Ongoing training leverages our proprietary learning management system, the OGM-OS (operating system), to deliver online modules on hospitality, compliance, and customer service skills, tracking progress to ensure consistent excellence. OGM leadership regularly trains managers in company standards, equipping them to lead and hold all staff accountable for maintaining exceptional hospitality across golf operations, F&B, and maintenance.



Food & Beverage Operations Plan

OGM brings the same energy and pursuit of constant improvement to food and beverage operations as we do on the golf courses. We understand the challenges of golf course F&B—limited traffic, seasonal swings, and golfer expectations—and deliver achievable solutions through strategic staffing, high service standards, and tailored menus. This creates a welcoming space where guests feel at home, paired with smooth service for daily dining, banquets, the turn-stand, and beverage carts. Every interaction reinforces our care and professionalism, turning one-time visitors into regulars.

OGM will establish a welcoming, vibrant pub environment with a warm, relaxed atmosphere that is golfer-focused while being well-positioned as a desirable local lunch spot.

The Putter's Grill menu will focus on hearty, high-quality pub fare, including local and regional staples. The restaurant will welcome avid golfers, casual visitors, and locals for post-round fun and/or group events, while maintaining public accessibility.



What to Expect

- **Menus Tailored for Golfers:** Fresh, seasonal offerings like hearty pub fare (burgers, salads, Southern staples) for quick lunches or evening dinners, focusing on golfer appeal.
- **Targeted Marketing Efforts:** Active social media campaigns, local partnerships, and email blasts to promote restaurant specials and events.
- **In-House Programming and Seasonal Events:** Weekly trivia, live music, and themed nights to draw locals and tourists.
- **Efficient Staff Training Programs:** Ongoing sessions on service excellence, menu knowledge, and hospitality to maintain high standards.
- **Well-Staffed Snack Bar:** Fully equipped with grab-and-go options, staffed for fast service during busy rounds.
- **Fully Stocked Beverage Carts:** Mobile carts with cold beers, cocktails, and non-alcoholic choices, optimized for course flow and high-demand periods.
- **Regular Cleaning Maintenance Plans:** Daily protocols for spotless facilities, ensuring a welcoming vibe.

Maintenance Plan

OGM ensures the best golf experiences by balancing playability, aesthetics, and sustainability. Our teams coordinate across departments to keep conditions at their best, every day, minimizing disruptions while allowing our staff to get everything done. Course conditions are the number one determinant of customer satisfaction and return play. We take a common sense approach by focusing all available resources on greens quality first, then to greens surrounds, and then to fairways and beyond. By doing this we make sure that our properties have 'best in class' conditioning, regardless of the overall budget. We work with an amazing team of superintendents, with oversight from our Maintenance leader, Tom Stem, to achieve excellence every day of the season.

What to Expect

The **Greens** are the number one priority of OGM at Los Lagos and Ebony Hills Golf Courses. The greens will be maintained firm and fast, targeting StimpMeter readings of 9.5 to 10.5, with special consideration to the uniformity of roll throughout the course as well as overall turf health.

- Greens will be mowed 7 days a week throughout the growing season, and as needed during the early spring and late fall, except when excessive rain threatens turf health.
- Greens height of cut will be at or below .140" throughout the growing season. Height of cut in peak season will be adjusted for daily play to achieve targeted greens speeds.
- Greens will be rolled 5 to 7 times per week to ensure uniformity and speed.
- Greens will be top dressed at least bi-weekly throughout the growing season to maintain firmness and a uniform, smooth roll.
- Greens will be verticut periodically to control thatch and to increase firmness and uniformity of roll.
- Growth Regulators, Pesticides, Fertilizers, and all other necessary turf growth aids will be applied as part of the Integrated Pest Management (IPM) approach to promote green speeds as well as turf health.
- Greens will be aerated at least twice annually to promote root development and turf health in coordination with the Golf Shop to ensure limited impact to golf and events.
- A targeted and limited irrigation strategy will be utilized to ensure turf health while focusing on daily golfing conditions and playability of the greens.
- Pin positions will be changed at least four times per week or as needed in peak season.
- Collars will be mowed at a uniform width and height of cut of no more than .400".





Maintenance Plan continued

The **Tees** will be maintained smooth, firm, and free of weeds to ensure excellent teeing areas on a daily basis.

- Tees will be mowed 2 to 4 times per week depending on weather and growing conditions
- Tee height of the cut will not exceed .400".
- Divots will be filled at least once per week and tee markers moved daily/as needed to ensure an even teeing surface.
- Tees will be aerated each season to ensure root development and turf health.
- Tees will be top dressed annually to promote turf growth and smooth surface.
- All necessary fertilizers, pesticides, and growth aids will be applied to maintain turf health on tees.

Fairways will be maintained in adequate condition to accommodate the playing of "summer rules" throughout the peak season. The goal will be firm, smooth, and visually pleasing fairways.

- Fairways will be mowed 2 to 4 times per week, maintaining clean edges along the rough, depending on weather and growing conditions.
- Fairway height of cut will not exceed .500".
- All necessary fertilizers, pesticides, growth regulators, and turf growth aids will be applied to fairways to maintain healthy turf conditions.
- Fairways will be irrigated on a restricted and targeted basis to maintain turf health without over watering or creating wet, muddy areas.
- Fairways will be aerated annually to promote turf health and playability.
- Fairways will be verticut annually/as needed to control thatch and promote turf health and playing conditions.
- Fairway divots will be monitored regularly and reasonable efforts will be made to fill open divots promoting recovery.

The **Rough** will be maintained and mowed in such a way to minimize penalization, maximize pace of play and control weed pressure.

- Rough will be mowed at 2" on a weekly basis as dictated by growing and weather conditions. Additional mowing of the primary areas around fairways and greens will be implemented as needed.
- Broadleaf weeds will be monitored and pre and post-emergent herbicide applications will be made annually/as needed to keep weed populations down.
- Remote and "Out of Play" areas will be mowed less frequently to improve aesthetics and minimize labor and environmental impacts.
- High traffic areas will be monitored and aerated if necessary to promote turf health

Maintenance Plan continued

Bunkers and sand will be uniform and playable, while edges will be kept clean and smooth without excessive lips height.

- Crews will check bunkers daily and rake them 2 to 3 times per week as needed to promote uniformity and firmness.
- Bunkers will be kept free of weeds and debris.
- Bunkers will have adequate rakes supplied for golfers to use.

Trees will be inspected and OGM will report/make recommendations to the City on removal of dead, dying and dangerous trees, as well as trees adversely affecting turf conditions.

- Trees and limbs near cart and walk paths will be trimmed on an as needed basis for golfers to sufficiently navigate paths safely.
- Wooded areas along the edge of the rough, between holes, and on course property will be mowed from time to time.
- Leaves, large sticks and debris will be removed in the mowed areas to allow for play in the fall and spring and as needed.

The **Practice Area** driving range tees will be mowed weekly as needed at no more than .500” and fairway/rough will be mowed consistently with the standard on-course schedule and coordinated with the golf shop.

- Divots will be routinely filled on the driving range tee.
- Seeding, fertility and chemical applications will be made consistent with on-course standards to promote health and quick recovery from high traffic areas.
- The driving range tee will be aerated or verticut annually to ensure root development and turf health.
- The driving range tee will be top dressed at least once annually to promote turf health and a smooth teeing surface.
- Daily hitting stations to be monitored and adjusted.

The area outside the **Clubhouse**/parking lot should appear welcoming, clean, and well maintained at all times.

- Flower beds will be planted, maintained, mulched, and edged as needed.
- Grass will be mowed and trimmed weekly and on an as needed basis.
- The area will be inspected daily for litter and debris and the parking lot will be blown off as needed.

Maintenance Plan continued

Safety and training are a top priority. OGM complies with all federal, state and local regulations pertaining to safety, environmental resources and pesticide applications.

- Equipment will be maintained in safe operating condition.
- Weekly safety meetings will be held with the maintenance crew as per OGM's protocol.
- All necessary PPE will be provided and properly implemented for all maintenance employees as dictated by their daily tasks.
- All employees will have sufficient training to complete their daily tasks safely and effectively.
- Pesticides will be administered by licensed personnel only.
- Only licensed drivers will operate ride-on equipment and vehicles.
- The Superintendent will conduct seasonal performance reviews of key employees.

- **Cart** traffic will be managed by ropes and signage, being employed to protect high wear and wet areas of the golf course to promote healthy turf.
- The Superintendent will make decisions and communicate with the golf shop on cart traffic rules and restrictions on an as needed basis, with every effort to allow cart traffic whenever weather permits.
- Golf cart fleet will be repaired on an as needed basis with any parts or replacement costs being the responsibility of the City.

Reporting will be performed to maintain adequate and necessary records as required by the state.

- OGM will report active recommendations to the City annually regarding special projects and future capital investments.
- OGM will review and update the capital equipment plan and golf course master plan.





Staffing Plan

STAFF TRANSITION & CULTURE COMMITMENT

At OGM, we value “time on job” — the people already doing the work. As part of this philosophy and as required by the City, we will meet with and interview all current City of Edinburg golf department employees with respect and openness. Our goal is to retain talent wherever possible while building a culture of clarity, teamwork, and shared success. We have a proven track record of strong retention through transitions because we are transparent, set clear expectations, and equip every team member with the tools and support they need to succeed.

OGM will implement our proven 90-day transition support structure to ensure a seamless, low-risk handover. The management team will be onboarded on Day 1. Regional Managers Justin Fox and Tom Stem will personally assess operations and staff capabilities, while Marketing Director Rochelle Reiman reviews existing brand and promotional materials and develops a comprehensive plan through weekly marketing calls with the Regional Manager and General Manager. This structured approach delivers immediate operational momentum while maintaining an uninterrupted guest experience from day one.

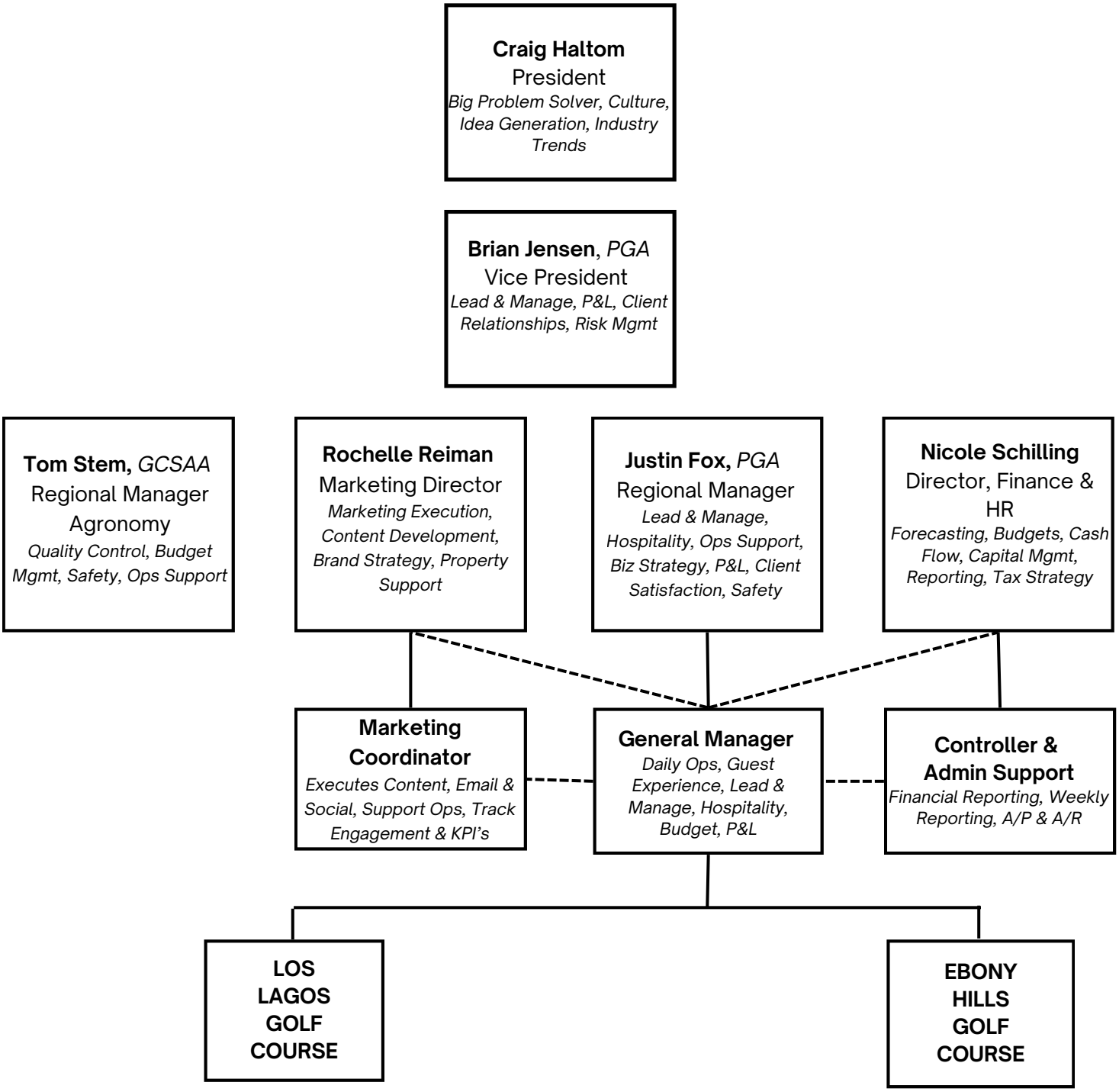
All facility employees will be employees of OGM, not the City. OGM will be fully responsible for recruiting, hiring, training, supervising, and paying all wages, benefits, taxes, and employment-related expenses. Staffing levels will align with the approved annual budget.

Current City golf department employees will receive comprehensive OGM training focused on delivering exceptional service inside the facilities. Training will cover pro shop operations (customer service standards, merchandise presentation, tee-time management, club fitting, and point-of-sale systems), restaurant and bar service (hospitality protocols, food and beverage operations, guest experience, upselling, and TABC-compliant alcohol service), and overall facility standards. OGM Regional Managers will personally lead these sessions to ensure every team member consistently delivers the high level of professionalism and genuine hospitality that defines OGM operations.

Retention strategies include competitive wages, performance-based incentives, ongoing professional development, and clear career paths. We build teams that are motivated, engaged, and fully committed to both the City of Edinburg’s standards and OGM’s focus on outstanding customer experience. The result is a stable, high-performing staff that drives repeat business and elevates the daily experience at both Los Lagos and Ebony Hills.

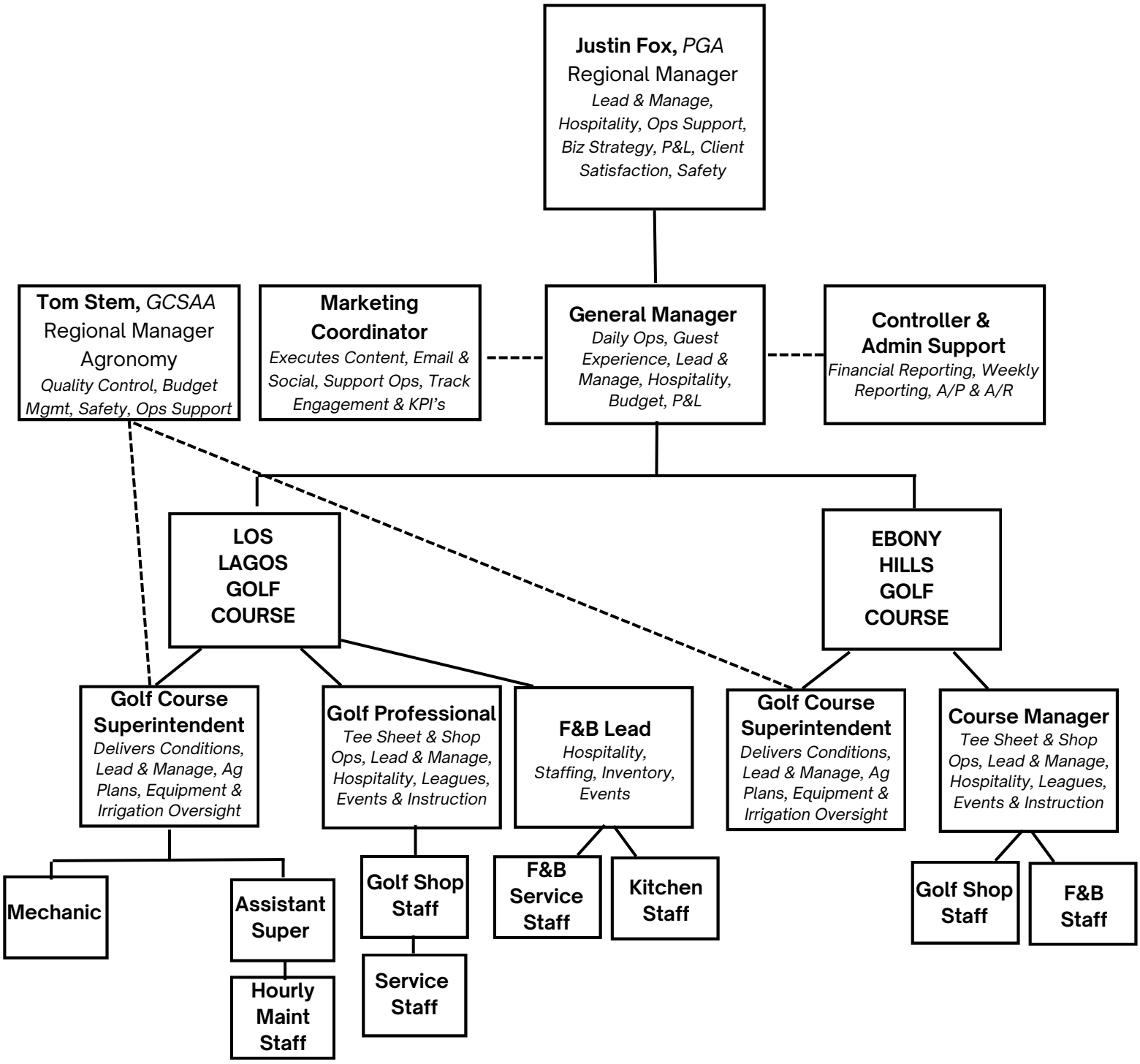


Organizational Chart



See following page for additional structure

Organizational Chart continued

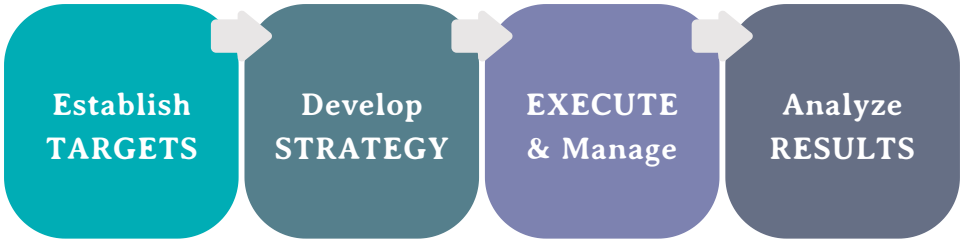


Marketing & Promotional Plan

At OGM, we take a comprehensive, data-driven approach to marketing and communications. We will identify course-specific target audiences, develop tailored strategies, execute with precision, and continuously analyze results to drive measurable growth. Our dedicated marketing team will work hand-in-hand with the General Manager and City staff to create and implement a cohesive annual marketing plan for Los Lagos Golf Course and Ebony Hills Golf Course that fully aligns with the City of Edinburg's branding guidelines and approval process.

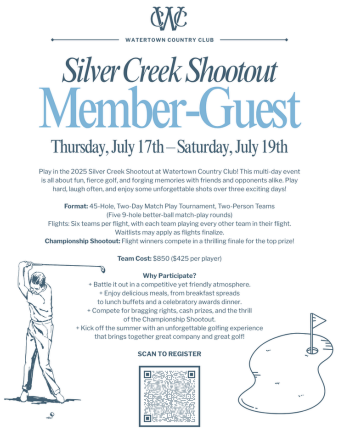
We will position Los Lagos as the region's premier championship links-style destination for tournaments, serious golfers, and visitors, while positioning Ebony Hills as an approachable, accessible, walkable community course, ideal for local residents, juniors, seniors, beginners, and quick daily play. This clear differentiation will maximize utilization of both facilities while growing overall rounds, revenue, and community engagement.

Our strategy will focus on attracting new golfers, retaining existing customers, and increasing traffic to food & beverage operations. Through targeted digital and social campaigns, strategic promotions, and strong community-focused initiatives, we will recapture market share by emphasizing the unique appeal, value, and vibrant atmosphere of both courses. Rather than relying heavily on discounts, we will build brand strength and position Los Lagos and Ebony Hills as the preferred golf and dining destinations in the Rio Grande Valley.





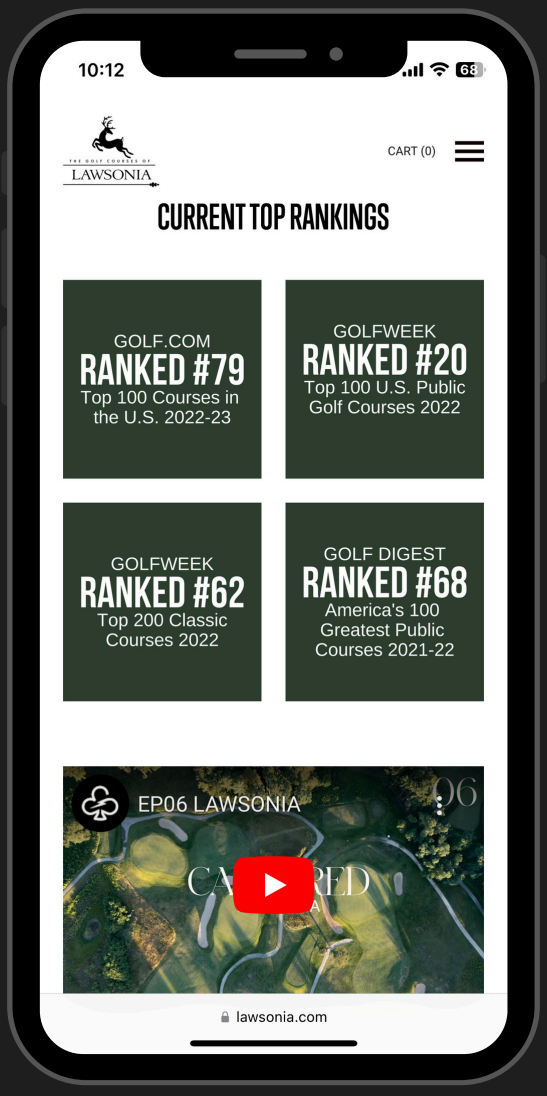




Marketing & Promotional Plan continued

Key Revenue Streams & Proactive Approach
We will proactively grow the following revenue streams: green fees, cart fees, driving range, memberships, tournaments/outings, food & beverage, and pro shop sales. Tactics include dynamic tee-sheet management, seasonal and shoulder-season promotions, loyalty programs, targeted Winter Texan campaigns, corporate and charity tournament packages, and upselling initiatives in the restaurant and pro shop. All efforts will be measured against clear KPIs (rounds played, revenue per round, membership growth, F&B covers, etc.) with monthly reporting to the City.

This focused, results-oriented plan will increase participation, maximize facility utilization, and deliver sustainable revenue growth while strengthening community ties.



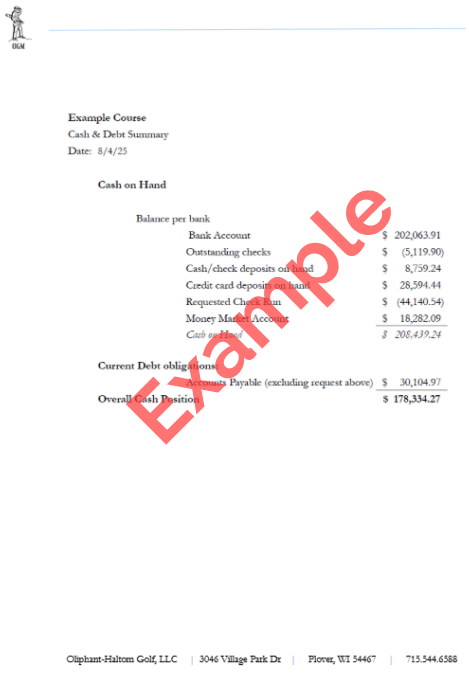
What to Expect

Our marketing department will help the on-site team execute the planning and coordination of all marketing tactics. We will work directly with the General Manager and City staff to develop a cohesive marketing strategy that aligns with each course's unique goals.

- Social Media
- Paid Google and Meta campaigns
- Website Hosting, SEO and GEO
- Email Marketing
- Video/Photo Content
- Promotional Flyers and Graphics
- Menus
- Print Ads
- Direct Mail
- Survey and Guest Feedback Implementation
- Employment/Recruitment
- Communication Guidance & Copy Proofing

Financial Oversight Plan

OGM focuses on clear, effective business practices to manage finances, resources, and operations smoothly. We provide accurate, on-time financial reports that give decision-makers a solid foundation for smart, results-driven choices. Our teams keep records in order, offer practical insights, and help develop plans that our team members can use to improve financial performance. We build a safe, supportive workplace with straightforward policies, encouraging teamwork across all areas. Using data, we track key metrics closely, delivering solutions that fit each client's needs, create value, and strengthen our partnership.



Example Course
Cash & Debt Summary
Date: 8/4/25

Cash on Hand

Balance per bank

Bank Account	$ 202,063.91
Outstanding checks	$ (5,119.90)
Cash/check deposits on hand	$ 8,759.24
Credit card deposits on hand	$ 28,594.44
Requested Checks Run	$ (44,140.54)
Money Market Account	$ 18,282.09
Cash on Hand	*$ 208,439.24*

Current Debt obligations

Accounts Payable (excluding request above)	$ 30,104.97
Overall Cash Position	**$ 178,334.27**

Example

Oliphant-Haltom Golf, LLC | 3046 Village Park Dr | Plover, WI 54467 | 715.544.6588

What to Expect

- Accounts Payable Management
- Monthly Financial Statements
- Fixed Asset Depreciation Tracking
- Performance Benchmarking
- Long-Term Financial Projections
- Annual Budget Planning
- Weekly Cash Flow Updates and Flash Reports
- Payroll, Recruiting, and Hiring Support
- Employee Benefits Assistance
- Staff Training and Development
- Safety Programs and Training

Weekly Cash Position Report - *Sent weekly for manager approval to stay current with vendors and AP (above)*
Flash Report *- Sent weekly for revenue updates (below)*

Example Course - FLASH REPORT

3046 VILLAGE PARK DRIVE
PLOVER, WI 54467

July		DAILY ROUNDS			DAILY TRANSACTION									
DATE	TEMP	PAID ROUNDS	MEMBER ROUNDS	TOTAL ROUNDS	MEMBERSHIP	GREEN FEES	CART FEES	RANGE	GOLF REVENUE	MERCHANDISE	FOOD	BEVERAGE	GIFT CERTS	TOTAL TRANSACTION
Tuesday, July 1	83	119	37	156	$ -	$ 3,095.00	$ 993.42	$ 208.00	$ 4,296.42	$ 523.52	$ 377.47	$ 1,209.19	$ -	$ 6,406.60
Wednesday, July 2	88	129	36	165	$ -	$ 3,347.00	$ 1,101.80	$ 296.70	$ 4,745.50	$ 450.58	$ 102.75	$ 1,115.72	$ 350.00	$ 6,764.55
Thursday, July 3	91	182	39	221	$ -	$ 5,666.00	$ 1,338.62	$ 224.00	$ 7,228.62	$ 2,487.86	$ 423.23	$ 2,755.81	$ 250.00	$ 13,125.52
Friday, July 4	90	78	39	117	$ -	$ 4,149.02	$ 565.40	$ 195.00	$ 4,909.42	$ 839.22	$ 287.72	$ 919.01	$ -	$ 6,955.37
Saturday, July 5	92	157	5	162	$ -	$ 8,962.02	$ 967.45	$ 298.70	$ 10,228.17	$ 1,141.90	$ 369.55	$ 2,119.27	$ 100.00	$ 13,958.89
Sunday, July 6	91	108	35	143	$ -	$ 5,341.00	$ 507.34	$ 230.00	$ 6,078.34	$ 638.42	$ 178.89	$ 1,162.46	$ -	$ 8,058.11
Monday, July 7	81	93	42	135	$ -	$ 2,459.20	$ 802.21	$ 219.00	$ 3,480.41	$ 552.95	$ 148.11	$ 771.41	$ -	$ 4,952.88
Tuesday, July 8	86	127	49	176	$ -	$ 3,336.00	$ 1,108.37	$ 118.00	$ 4,562.37	$ 739.92	$ 376.12	$ 885.31	$ 800.00	$ 7,363.72
Wednesday, July 9	81	156	17	173	$ -	$ 4,207.04	$ 1,374.70	$ 588.80	$ 6,170.54	$ 1,149.99	$ 5,905.71	$ 2,674.35	$ -	$ 15,900.59
Thursday, July 10	90	158	36	194	$ -	$ 3,533.00	$ 1,443.86	$ 279.70	$ 5,256.56	$ 223.22	$ 151.81	$ 2,111.99	$ -	$ 7,743.58
Friday, July 11	91	127	13	140	$ -	$ 4,043.02	$ 1,021.54	$ 238.00	$ 5,302.56	$ 243.48	$ 870.10	$ 1,962.71	$ 1,320.00	$ 9,698.85
Saturday, July 12	81	187	4	191	$ -	$ 8,579.70	$ 2,474.38	$ 858.00	$ 11,912.08	$ 1,039.39	$ 3,420.40	$ 3,527.26	$ 500.00	$ 20,399.13
Sunday, July 13	87	121	41	162	$ -	$ 6,190.68	$ 612.68	$ 443.00	$ 7,246.36	$ 862.38	$ 434.89	$ 1,848.32	$ 100.00	$ 10,491.95
Monday, July 14	86	95	41	136	$ -	$ 2,530.00	$ 846.69	$ 272.00	$ 3,654.69	$ 349.55	$ 116.79	$ 727.90	$ -	$ 4,848.93
Tuesday, July 15	93	125	59	184	$ -	$ 3,146.10	$ 1,141.08	$ 239.00	$ 4,526.18	$ 573.43	$ 252.29	$ 1,284.19	$ -	$ 6,636.09
Wednesday, July 16	90	112	24	136	$ -	$ 2,978.00	$ 966.68	$ 209.00	$ 4,153.68	$ 474.85	$ 259.27	$ 859.56	$ -	$ 5,747.36
Thursday, July 17	75	170	29	199	$ -	$ 4,152.28	$ 1,504.35	$ 350.80	$ 6,007.43	$ 803.43	$ 241.94	$ 1,662.43	$ -	$ 8,715.23
Friday, July 18	83	150	25	175	$ -	$ 5,176.82	$ 1,163.98	$ 336.70	$ 6,677.50	$ 420.84	$ 336.32	$ 1,381.64	$ -	$ 8,816.30
Saturday, July 19	81	147	2	149	$ -	$ 8,539.27	$ 1,097.00	$ 363.00	$ 9,997.27	$ 1,392.15	$ 398.47	$ 2,930.72	$ -	$ 14,718.61
Sunday, July 20	76	64	26	90	$ -	$ 2,557.22	$ 160.90	$ 82.00	$ 2,820.12	$ 853.52	$ 140.53	$ 555.53	$ -	$ 4,369.70
Monday, July 21	84	114	49	163	$ -	$ 3,002.00	$ 1,023.37	$ 392.10	$ 4,422.47	$ 600.47	$ 201.82	$ 1,097.98	$ -	$ 6,322.74
Tuesday, July 22	85	133	27	160	$ -	$ 3,400.00	$ 1,346.68	$ 96.00	$ 4,842.68	$ 240.49	$ 176.13	$ 1,170.31	$ -	$ 6,429.61
Wednesday, July 23	91	104	28	132	$ -	$ 2,655.80	$ 680.32	$ 219.00	$ 3,755.12	$ 365.74	$ 127.03	$ 1,122.70	$ -	$ 5,370.59
Thursday, July 24	94	126	33	159	$ -	$ 2,821.00	$ 1,186.87	$ 133.30	$ 4,141.17	$ 1,039.82	$ 108.84	$ 1,465.70	$ -	$ 6,755.53
Friday, July 25	83	116	18	134	$ -	$ 4,155.22	$ 891.55	$ 153.00	$ 5,229.77	$ 1,723.39	$ 334.49	$ 1,208.26	$ -	$ 8,495.91
Saturday, July 26	78	62	4	66	$ -	$ 5,167.53	$ 419.61	$ 96.00	$ 5,703.14	$ 571.74	$ 214.90	$ 643.82	$ -	$ 7,133.60
Sunday, July 27	90	122	26	148	$ -	$ 6,783.02	$ 742.80	$ 17.00	$ 7,542.82	$ 1,121.59	$ 269.04	$ 1,464.98	$ 500.00	$ 10,898.43
Monday, July 28	91	75	44	119	$ -	$ 1,842.10	$ 640.06	$ 174.00	$ 2,656.16	$ 610.98	$ 59.80	$ 680.18	$ -	$ 4,007.12
Tuesday, July 29	90	107	29	136	$ -	$ 2,525.00	$ 952.30	$ 696.00	$ 4,173.30	$ 353.48	$ 193.43	$ 745.19	$ -	$ 5,465.40
Wednesday, July 30	84	55	19	74	$ -	$ 1,680.00	$ 470.07	$ 108.00	$ 2,258.07	$ 159.00	$ 175.17	$ 369.05	$ -	$ 2,961.29
Thursday, July 31	79	152	39	191	$ -	$ 3,652.00	$ 1,354.15	$ 364.00	$ 5,370.15	$ 828.95	$ 188.25	$ 1,690.94	$ -	$ 8,078.29
	85.97													
TOTAL:	31	3771	915	4686	$ -	$ 129,722.04	$ 31,123.23	$ 8,503.80	$ 169,349.07	$ 23,376.25	$ 16,841.26	$ 44,103.89	$ 3,920.00	$ 253,670.47
RAIN OUT DAYS:	5 DAYS													

Example

Transition Plan

Overview
OGM will ensure a smooth, efficient transition from the City to our management at Los Lagos and Ebony Hills Golf Courses. We move quickly, make smart decisions, and immerse ourselves fully in the process. Our structured transition checklist sets clear objectives, fosters team ownership, and prioritizes timely decision-making and adaptability to align with OGM's hospitality and Golf Ops core processes, delivering a seamless day-one experience for golfers and staff.

Transition Process

- **Structured Checklist:** Develop a comprehensive transition checklist with clear objectives, day-one goals, and action items assigned to on-site staff and OGM Leadership Team for full accountability.
- **Collaboration & Communication:** Conduct regular meetings with on-site staff, OGM Leadership, and City of Edinburg representatives to ensure alignment and rapid execution of tasks.
- **Staff Integration:** Assess and retain key staff, conduct interviews, and onboard new hires with OGM's 3-Step Training (facility tour, shadowing, solo flight) to maintain service quality.
- **Operational Readiness:** Review and transfer existing data (licensing, utilities, customer data, leagues, outings), finalize budgets, and prepare Pro Shop, F&B, and golf operations for launch.
- **Community Engagement:** Coordinate with marketing to revamp the website, promote rates, memberships, and community-focused events (e.g., 2-person scrambles, junior golf camps), ensuring continuity for the City's golf community.



Transition Plan continued

This transition timeline is modeled after successful plans we have followed with other municipalities. This is a suggested timeline that we feel comfortable executing, and we will take direction from the City on laying out a more detailed and appropriate timeline based on a confirmed start date.

Transition Timeline

- April 2026:
  - Submit RFP and participate in interviews.

- April 2026:
  - Notice of Award

- May 2026:
  - Negotiate and execute contract, and finalize contractor selection with the City of Edinburg.
  - Conduct OGM Regional Manager site visits to assess facilities and operations.
  - Review current staffing plan (contact info, wages) and hold internal Leadership Team review.
  - Initiate requests for existing information (licensing, utility accounts, customer data, leagues, outings).
  - Complete detailed draft budgets for Golf Course, Pro Shop and F&B operations.

- June-July 2026:
  - Host employee meeting, interview key staff, and process new hire paperwork.
  - Approve detailed operating budgets and order 2027 products (merchandise, chemicals/fertilizers).
  - Gain access to existing data from the City of Edinburg.
  - Review existing inventory and FF&E (furniture, fixtures, equipment).
  - Host introductory call with existing on-site managers and prepare internal accounting processes.
  - Begin marketing rates, memberships, and events; revamp website for community outreach.
  - Conduct internal accounting call and final Leadership Team checklist review.

- August 2026:
  - Begin operations as new operator, launching with fully trained staff, optimized tee-sheet, and prepared Pro Shop and F&B services.

Commitment to Excellence

This transition plan ensures a seamless handover of management for Los Lagos and Ebony Hills Golf Courses, delivering operational excellence from day one. By embodying OGM's core values—enjoying work, respect, bold problem-solving, building excellence, and win-win-win outcomes—we create a welcoming, professional experience for the City's golf community, driving shared success.

Financial Plan

Los Lagos Golf Course

Prepared by OGM

3 year pro forma

Income Statement	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Pro forma 2026-2027	Pro forma 2027-2028	Pro forma 2028-2029
Ordinary Income/Expense						
Income: Membership	159,669	169,056	204,018	224,500	246,950	259,300
Income: Greens fees	875,719	869,071	837,539	929,000	1,021,900	1,124,090
Income: Cart fees	168,113	188,359	187,361	206,100	226,710	249,380
Income: Range	72,900	81,584	78,273	86,100	94,710	104,180
Income: Golf Shop Merchandise	100,149	107,407	104,207	115,000	126,500	139,150
Income: Food	58,034	57,157	50,635	55,700	61,270	67,395
Income: Beverage	130,537	129,603	137,139	150,900	165,990	182,590
Income: Other Revenue						
Total Income	1,565,121	1,602,237	1,599,172	1,767,300	1,944,030	2,126,085
COGS: Food	175,876	171,714	155,000	33,420	30,635	30,330
COGS: Beverage				67,905	66,395	63,905
COGS: Golf Shop Merchandise	101,224	91,211	80,000	80,500	88,550	97,405
Total COGS	277,100	262,925	235,000	181,825	185,580	191,640
Gross Profit	1,288,021	1,339,312	1,364,172	1,585,475	1,758,450	1,934,445
Labor: G&A	1,329,026	1,248,938	1,313,734	110,000	113,300	116,700
Labor: Food and Beverage				82,640	85,120	87,675
Labor: Golf Ops				250,000	257,500	265,225
Labor: Grounds				750,000	772,500	795,675
Total Labor	1,329,026	1,248,938	1,313,734	1,192,640	1,228,420	1,265,275
Expenses: G&A	214,805	237,968	412,466	265,000	278,250	292,165
Expenses: Food and Beverage				35,000	36,750	38,590
Expenses: Golf Ops	35,935	40,656	42,400	50,000	52,500	55,125
Expenses: Grounds	194,027	224,688	229,100	425,000	437,750	450,885
Total Department Expenses	444,767	503,312	683,966	775,000	805,250	836,765
Total Expense	1,773,793	1,752,250	1,997,700	1,967,640	2,033,670	2,102,040
Net Ordinary Income Before Depreciation	(485,772)	(412,938)	(633,528)	(382,165)	(275,220)	(167,595)
Debt Service	$476,116	$484,277	$67,300			
Capital Outlay	$0	$0	$250,000			
TOTAL EXPENDITURES	$2,527,009	$2,499,452	$2,550,000			
Transfer IN	$1,133,730	$1,074,738	$874,739			
TOTAL REVENUES	$2,698,851	$2,676,975	$2,473,911			

Key Performance Indicators	2022-2023	2023-2024	2024-2025	Pro forma Year 1	Pro forma Year 2	Pro forma Year 3
Member Count	272	450	700	400	400	400
Average $ per Member	$587.02	$375.68	$291.45	$561.25	$617.38	$648.25
Total Rounds of golf	**32,668**	**35,087**	**40,000**	**40,500**	**41,445**	**42,420**
Member Play rounds	8,160	8,772	10,000	9,000	9,000	9,000
Daily fee play "Guest" rounds	24,508	26,315	30,000	31,500	32,445	33,420
Member $ per round	*$19.57*	*$19.27*	*$20.40*	*$24.94*	*$27.44*	*$28.81*
Public $ per round	*$42.59*	*$40.18*	*$34.16*	*$36.03*	*$38.48*	*$41.10*
F&B COGS	93%	92%	83%	49%	43%	38%
Cost of Goods % - Food	303%	300%	306%	60%	50%	45%
Cost of Goods % - Beverage/Bar	0%	0%	0%	45%	40%	35%
Cost of Goods % - Merchandise	101%	85%	77%	70%	70%	70%
Labor as a % of Revenue	85%	78%	82%	67%	63%	60%

This proforma is based on the best available information at submission. This demonstrates the expenses necessary to implement a sound business plan focused on improved course conditions and elevated customer experience.

Financial Plan

Ebony Hills Golf Course

Prepared by OGM

3 year pro forma

Income Statement	Actual 2022-2023	Actual 2023-2024	Actual 2024-2025	Pro forma 2026-2027	Pro forma 2027-2028	Pro forma 2028-2029
Ordinary Income/Expense						
Income: Membership	36,423	47,935	49,160	50,635	53,165	55,825
Income: Greens fees	129,925	158,427	221,269	241,000	265,100	291,610
Income: Cart fees	71,537	88,882	132,995	140,000	154,000	169,400
Income: Range	0	0	0	0	0	0
Income: Golf Shop Merchandise	7,243	5,838	13,254	15,000	16,500	18,150
Income: Food	15,256	17,536	24,665	27,130	35,270	45,850
Income: Beverage	46,976	33,044	46,687	51,355	52,895	54,480
Income: Other Revenue						
Total Income	307,360	351,662	488,030	525,120	576,930	635,315
COGS: Food	17,452	26,702	31,000	10,850	14,110	18,340
COGS: Beverage				15,405	15,870	16,345
COGS: Golf Shop Merchandise	19,028	14,611	9,200	12,000	13,200	14,520
Total COGS	36,480	41,314	40,200	38,255	43,180	49,205
Gross Profit	270,880	310,348	447,830	486,865	533,750	586,110
Labor: G&A	258,079	375,373	426,700	25,000	26,250	28,875
Labor: Food and Beverage				0	0	0
Labor: Golf Ops				135,000	139,050	143,220
Labor: Grounds				225,000	231,750	238,705
Total Labor	258,079	375,373	426,700	385,000	397,050	410,800
Expenses: G&A	60,143	65,522	60,055	30,000	31,500	33,075
Expenses: Food and Beverage				1,000	1,050	1,105
Expenses: Golf Ops	5,446	10,622	9,500	18,000	18,540	19,095
Expenses: Grounds	44,354	44,193	40,145	100,000	104,000	108,160
Total Department Expenses	109,943	120,337	109,700	149,000	155,090	161,435
Total Expense	368,022	495,710	536,400	534,000	552,140	572,235
Net Ordinary Income Before Depreciation	(97,142)	(185,361)	(88,570)	(47,135)	(18,390)	13,875
Debt Service	$35,275	$31,129	$22,700			
Capital Outlay	$0	$25,624	$0			
TOTAL EXPENDITURES	$439,777	$593,776	$599,300			
Transfer IN	$254,495	$254,495	$253,395			
TOTAL REVENUES	$561,855	$606,157	$741,425			

Key Performance Indicators	2022-2023	2023-2024	2024-2025	Pro forma Year 1	Pro forma Year 2	Pro forma Year 3
Member Count	143	97	100	100	103	106
Average $ per Member	$254.71	$494.18	$491.60	$506.35	$516.17	$526.65
Total Rounds of golf	**12,462**	**12,361**	**18,244**	**18,701**	**19,260**	**19,840**
Member Play rounds	4,290	2,910	3,000	3,000	3,090	3,185
Daily fee play "Guest" rounds	8,172	9,451	15,244	15,701	16,170	16,655
Member $ per round	*$8.49*	*$16.47*	*$16.39*	*$16.88*	*$17.21*	*$17.53*
Public $ per round	*$24.65*	*$26.17*	*$23.24*	*$24.27*	*$25.92*	*$27.68*
F&B COGS	28%	53%	43%	33%	34%	35%
Cost of Goods % - Food	114%	152%	126%	40%	40%	40%
Cost of Goods % - Beverage/Bar	0%	0%	0%	30%	30%	30%
Cost of Goods % - Merchandise	263%	250%	69%	80%	80%	80%
Labor as a % of Revenue	84%	107%	87%	73%	69%	65%

This proforma is based on the best available information at submission. This demonstrates the expenses necessary to implement sound business plan focused on improved course conditions and elevated customer experience.

Fee Proposal & Pricing Structure

Proposal
OGM is well-positioned to provide management services and complete oversight of operations at Los Lagos Golf Course (LLGC) Ebony Hills Golf Course (EHGC). OGM will provide full General Management for the City of Edinburg (COE), overseeing Golf Operations, Course Maintenance, Administration/Bookkeeping, and Marketing. This work is done in partnership and at the direction of the COE. All on-site employees will be employed by OGM, with full-time employees offered a benefit package including health insurance and a company 401k plan. The COE will receive a monthly invoice for OGM's base management fee.

OGM's responsibilities include:
- Managing all facets of LLGC and EHGC golf operations and daily staffing.
- Administering golf course policies, hiring, compensation, and terminations.
- Executing a comprehensive marketing and sales strategy to boost rounds and revenue.
- Developing annual budgets for the City's approval.
- Implementing pricing for season passes and daily fees, approved by the City.
- Providing transparent financial reporting, cash flows, and payroll.
- Conducting routine billing and communications (newsletters, website, social media).
- Strategizing golf course and clubhouse enhancements with accurate 5-Year Capital Plans.
- Dedicated oversight from OGM's principals, Craig Haltom and Brian Jensen, supported by our leadership team, administrative staff and industry consultants.

Objectives:
- **Golf Experience:** Deliver the very best golf experience for residents and guests.
- **Immediate Improvement:** Elevate the courses to their best historical condition, with a special focus on the putting greens.
- **Staff Development and Work Environment:** Invest in current staff to build a high-performing management team, while providing a professional and rewarding work environment for all associated with the course.
- **Operational Transparency:** Operate with full transparency, aligning with the City's vision and focusing on hospitality, respect for staff, and creating supportive workplaces.
- **Sustainable Growth:** Implement strategies to set the courses on a sustainable path, ensuring long-term viability and growth.
- **Master Plan:** Develop a mutually agreed, strategic Master Plan for golf course and facility improvements.
- **Marketing**: Increase community involvement, communications, and marketing in surrounding areas.

Fee Proposal & Pricing Structure continued

Pricing Schedule and Term
OGM proposes a three (3)-year management fee agreement with a mutually agreed extension for an additional two (2)-year term. The management fee will cover all expenses and costs associated with personnel and the management of operations, while the COE will continue to assume all other expenses.

Joint Accountability
OGM and the COE will maintain open communication, sharing critical project information to ensure alignment and success. Regular collaboration will drive informed decision-making and sustained operational excellence.

Terms & Conditions
The Management Services Agreement starts August 1, 2026, through July 31, 2029, with a mutually agreed upon renewal option for two (2) -year term. Management fees are invoiced monthly on the first, due by the 10th.

- Initial Term Base Management Fees:
  - 12 equal monthly installments of $14,583.33 ($175,000 annually)
    - LLGC Management Fee = $125,000
    - EHGC Management Fee = $50,000

- Second Term Base Management Fees: 5% increase
  - 12 equal monthly installments of $15,312.50 ($183,750 annually)
    - LLGC Management Fee = $131,250
    - EHGC Management Fee = $52,500

Management fees are intended to be cost-neutral and are structured to fit within the annual operating budgets of Los Lagos and Ebony Hills, encompassing all golf operations employment costs.

Shared Success
As part of our proposal, OGM is eligible for an annual ‘shared success bonus’ based on year over year revenue growth. In this way, OGM is incentivized to increase community participation, thus increasing revenue in alignment with the COE to improve its bottom-line and provide a quality community asset.

- The COE will share 10% of improved year over year revenue growth.
- Example: COE golf courses achieve an improvement to annual revenue of $200,000 (from $2mil to $2.2mil). OGM would be eligible for a $20,000 shared success bonus.
- In year two, the new benchmark is set at $2.2mil.
  - OGM will cap the golf performance incentive at $25,000 annually.

OGM is not liable for finacial shortfalls. As needed, OGM will adjust budgets with the City to address changes in revenues or costs in an effort to effectively manage the operation. Major decisions, including budgets and strategic initiatives, will be made jointly with the City to align with community goals.

Master Planning

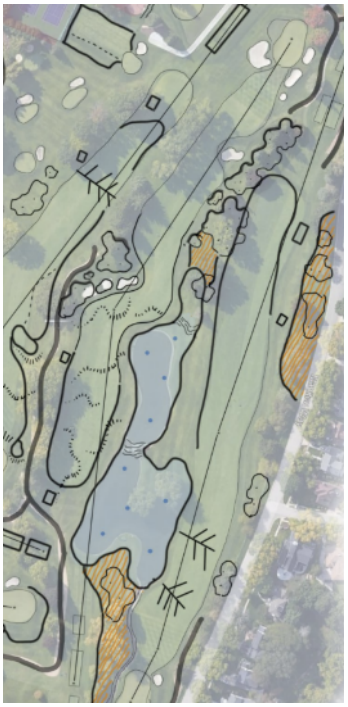
OGM's comprehensive master planning process will be completed in the first year of the management agreement and will serve as a cornerstone of our long-term partnership with the City. The plan will thoroughly evaluate each course's infrastructure, design, aesthetics, safety, playability, and customer experience.

The resulting Master Plan will include targeted design enhancements, strategic land repurposing, short-term "no-money" achievable projects, and detailed long-range infrastructure and equipment replacement schedules. Master planning is included as a standard part of our management services, a unique capability that sets OGM apart and delivers significant added value to the City.

We recognize that the City is already ahead of most municipalities by including five-year capital plans in its budget. Our expertise will build directly on this foundation by providing thorough, long-range analysis that examines every option before committing to major expenditures such as irrigation replacement or major renovations. Our goal is to develop a practical long-term vision that protects and maximizes the City's investment while ensuring sustainable, high-quality playing conditions for generations to come.

Drawing on our experience with high-profile projects across the country and collaboration with some of the industry's most talented professionals, we will analyze challenges and opportunities at Los Lagos and Ebony Hills, then work closely with the City to prioritize and execute thoughtful, results-oriented improvements. From equipment planning, clubhouse remodeling, green renovations, and more, OGM has successfully delivered projects across all facets of golf operations, helping our clients achieve outcomes they once thought impossible.





Indemnification and Insurance Requirements

To whom it may concern,

OGM acknowledges and agrees to the indemnification and Insurance requirements as outlined in the RFP.



Brian Jensen, PGA
Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT
Valparaiso First Insurance, Inc. 9 Franklin Street Valparaiso IN 46383 License#:1481510	**NAME:** Jason Schwerdt **PHONE (A/C, No, Ext):** 219-462-4334 **FAX (A/C, No):** 219-462-1892 **E-MAIL ADDRESS:** insurance@valpofirst.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Oliphant Haltom Golf LLC OHG Construction LLC 3046 Village Park Dr. Plover WI 54467 OLIPHAL-01	**INSURER A :** Owners	32700
	INSURER B : Auto-Owners	18988
	INSURER C : WescoInsuranceCompany	25011
	INSURER D : National Casualty Company	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 341109903 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A D	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X EPLI GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		09701648 EKO3415106	4/3/2026 4/6/2026	4/3/2027 4/6/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employment Practices	$1,000,000 $50,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $1,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY X	Y		5270164800	4/3/2026	4/3/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
A	X **UMBRELLALIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			5270175700	4/3/2026	4/3/2027	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WWC3577059	4/3/2026	4/3/2027	X PER OTH- E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Liquor Liability Rented Equipment			09701648	4/3/2026	4/3/2027	Liquor Liability Rented Equipment	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is additional insured on liability policies via Blanket Additional Insured where required by written contract.

CERTIFICATE HOLDER

SAMPLE
The City of Edinburg

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Conflict of Interest Disclosure Form

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NA

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

NA

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

NA

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Brian Jensen	Brian Jensen	4/5/2026
Name of signatory	Signature	Date

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 8/14/2024

General Questionnaire

COMPANY PROVIDING PROPOSAL GENERAL QUESTIONNAIRE

1 Name/Name of Agency/Company: Oliphant Haltom Golf, LLC
(Full, correct legal name)

- Address: 3046 Village Park Drive, Plover, WI 54467
- Telephone/Fax: 715-544-6588
- Email address: info@ogm.golf

2. Does your Company anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months that may affect the organization's ability to carry out its submittal?
Yes____ No__X__

3. Is your Company authorized and/or licensed to do business in Texas? Yes__X__ No____

4. Where is the Company's corporate headquarters located? Plover, WI

5. a. Does the Company have an office located in Edinburg, Texas? Yes____ No_X___

b. If the answer to the previous question is "yes", how long has the Company conducted business from its Edinburg office? _____ (years) _____ (months)

c. State the number of full-time employees at the Edinburg office. _____

6. Has the Company or any of its principals been debarred or suspended from contracting with any public entity?
Yes____ No__X__
If yes, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension. _____

7. Indicate person whom The CITY may contact concerning your submittal.

Name: Brian Jensen
Address: 3046 Village Park Drive, Plover, WI 54467
Telephone: 715-544-6588
Fax: _____
Email: bjensen@ogm.golf

8. Surety Information

Have you or the Company ever had a bond or surety instrument "called," canceled, or forfeited?
Yes ( ) No (X).
If yes, state the name of the bonding company, date, amount of bond and reason for such bond being "called," or its cancellation or forfeiture._____

General Questionnaire

9. Bankruptcy Information

   Have you or the Company ever been declared bankrupt or filed for protection from creditors under state or federal proceedings? Yes ( ) No (X)
   If yes, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets. _____
   _____
   _____
   _____

10. Provide any other names under which your business has operated within the last 10 years.
    _____
    _____

Litigation Disclosure Form

LITIGATION DISCLOSURE FORM

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your submittal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

   Circle One YES (NO)

1 Have you or any member of your Firm or Team to be assigned to this engagement ever been terminated (for cause or otherwise) from any work being performed for the CITY or any other Federal, State or Local Government, or Private Entity?

   Circle One YES (NO)

3. Have you or any member of your Firm or Team to be assigned to this engagement ever been involved in any claim or litigation with the CITY or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

   Circle One YES (NO)

If you have answered "Yes" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your submittal.

House Bill 89

BHOUSE BILL 89 VERIFICATION

I, Brian Jensen, the undersigned representative of Oliphant Haltom Golf, LCC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:**

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

3) Is not currently listed on the State of Texas Comptroller's Companies that Boycott Israel List located at https://comptroller.texas.gov/purchasing/publications/divestment.php

Pursuant to Section 2270.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

SIGNATURE OF COMPANY REPRESENTATIVE:

Brian Jensen, Vice President

TYPE/PRINT NAME AND TITLE:

4/3/2026

DATE:

Senate Bill 13

SENATE BILL 13 VERIFICATION

I, Brian Jensen, the undersigned representative of Oliphant Haltom Golf, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Chapter 809, Government Code 2274:**

1) **does not boycott energy companies and;**

2) **will not boycott energy companies during the term of the contract.**

Pursuant to Section 2274.001, Texas Government Code:

1. "Boycott energy company" has the meaning assigned by Section 809.001; and

2. "Company" has the meaning assigned by Section 809.001, except that the term does not include a sole proprietorship.

Brian Jensen

SIGNATURE OF COMPANY REPRESENTATIVE:

Brian Jensen, Vice President

TYPE/PRINT NAME AND TITLE:

4/3/2026

DATE:

Senate Bill 19

SENATE BILL 19 VERIFICATION

I, Brian Jensen, the undersigned representative of Oliphant Haltom Golf, LLC, (Company or Business name) (hereafter referred to as company) **being an adult over the age of eighteen (18) years of age, verify that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2274:**

(1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and,

(2) will not discriminate during the term of the contract against a firearm entity or firearmtrade association.

Pursuant to Section 2274.001, Texas Government Code:

1) *"Ammunition" means a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile.*

2) *"Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or associations that exists to make a profit. The term does not include a sole proprietorship.*

3) *"Discriminate against a firearm entity or firearm trade association":*
   - *a) means, with respect to the entity or association, to:*
     - *i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association;*
     - *ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or*
     - *iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; and*
   - *b) does not include:*
     - *(i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and*
     - *(ii) a company 's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship:*
       - *(aa) to comply with federal, state, or local law, policy, or regulationsor a directive by a regulatory agency; or*

(bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity 's or association 's status as a firearm entity or firearm trade association.

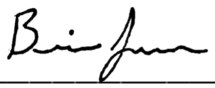
4) *"Firearm" means a weapon that expels a projectile by the action of explosive or expanding gases.*

5) *"Firearm accessory" means a device specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and an item used in conjunction with or mounted on a firearm that is not essential to the basic function of the firearm. The term includes a detachable firearm magazine.*

6) *"Firearm entity" means:*
   a) *firearm, firearm accessory, or ammunition manufacturer, distributor,wholesaler, supplier, or retailer; and*
   b) *a sport shooting range as defined by Section 250.001, Local Government Code.*

7) *"Firearm trade association" means any person, corporation, unincorporated association,federation, business league, or business organization that:*

   a) *is not organized or operated for profit and for which none of its net earningsinures to the benefit of any private shareholder or individual;*
   b) *has two or more firearm entities as members; and*
   c) *is exempt from federal income taxation under Section 50l(a), Internal RevenueCode of 1986, as an organization described by Section 50l(c) of that code.*



SIGNATURE OF COMPANY REPRESENTATIVE:

Brian Jensen, Vice President

TYPE/PRINT NAME AND TITLE:

4/3/2026

DATE:

Non-Collusion Affidavit

CITY OF EDINBURG **NONCOLLUSION AFFIDAVIT**

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF TEXAS

COUNTY OF HIDALGO

Brian Jensen, being first duly sworn, deposes and says that: *(Name)*

(1) He is President of Oliphant Haltom Golf, the Bidder that has submitted the attached Bid; (Company)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid.

(4) Neither said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest , including this affiant, has in any way colluded, conspired, connived or agreed directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the **CITY OF EDINBURG**, or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including affiant.

Sign Brian Jensen

Title Vice President

Florida
St. Johns

Subscribed and sworn to me this 7th day of April 20 26.

By: Brian Jensen

Vicki Lynn Sincoff

Vicki Lynn Sincoff
Notary Public

VICKI LYNN SINCOFF
Notary Public - State of Florida
Commission # HH530165
Expires on May 22, 2028

My commission expires 05/22/2028

Notarized remotely online using communication technology via Proof. DRIVER LICENSE WI

Conflict of Interest Form

CONFLICT OF INTEREST
DISCLOSURE

Prospective contractors should carefully consider whether any of their activities may give rise to an improper conflict of interest situation. Conflict of interest situations that are not properly addressed can result in a loss of funding to a specific program and/or to the City of Edinburg, and in some cases can result in civil or criminal liability.

Organizations that may enter into a contract with the City of Edinburg should examine the following:

- Are any employees or board members of the organization,
  - a City of Edinburg employee or consultant who exercises program or project specific functions as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Are any immediate family members or business associates of my employees or board member's,
  - a City of Edinburg employee or consultant who participates in the City's selection or award process as part of their City position?
  - a member of a Board, Council or Committee that may participate in the City's selection or award process?
  - a City Official?

- Will any of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- Will any immediate family members or business associates of my employees or board members receive a financial interest or benefit from any project funded and administered through the City (other than employee salaries or personnel benefits)?

- To my knowledge, will my program or project have a financial effect on a City official or employee who exercises City-related functions, or an immediate family member or business associate of such person? For example, will any of these persons be receiving rental payments, other business income, or program services from my company or services offered?

If you can answer "yes" to any of these questions, it is possible that there may be a conflict of interest. You should review the rules below to determine whether an actual conflict situation is raised, and, if so, what action needs to be taken to avoid a violation of the law. You should contact City staff immediately if you suspect that there might be an issue.

Any contractor entering into an agreement with the City will be required to warrant and represent, to the best of his/her knowledge at the time the contract is executed, he/she is not aware of any improper conflict of

Conflict of Interest Form

interest as described. Also, the contract will obligate contractors to exercise due diligence to ensure that no improper conflict situations occur during the contract.

The following Federal, State and local regulations and policies, govern projects funded through the City of Edinburg:

* 2 CFR Part 200 [Subpart B 200.112 and Subpart D 200.318]
* Texas Local Government Code Chapter 171.004
* City of Edinburg Policies & Procurement Manual

Certification:

I, the undersigned, certify and report that to the best of my knowledge,

☒ I have no conflict of interest to disclose

☐ I have the following conflict of interest to disclose:

_____
_____
_____

Date: 4/3/2026

Company/Vendor Name: Oliphant Haltom Golf, LLC

Printed Name and Title: Brian Jensen, Vice President

Authorized Signatory: Brian Jensen

Addendum 1 - Acknowledgement

Document 00900

ADDENDUM NO. #1

Date of Addendum: 03/24/2026

PROJECT NAME: Golf Course Management & Operations Services for Los Lagos & Ebony Hills Golf Course

PROJECT NO: 2026-010

BID DATE: April 7, 2026. (There is no change to the Bid Date.)

FROM: City of Edinburg
Att: Lorena Fuentes, Purchasing Agent
415 W. University Drive
Edinburg, Texas 78539
Phone: (956) 388-1895

TO: **Prospective Bidders**

This Addendum forms a part of the Bidding Documents and will be incorporated into Contract Documents, as applicable. Insofar as the original Project Manual and Drawings are inconsistent, this Addendum governs. Acknowledge receipt of the Addendum by inserting its number in Document 00310 - Form of Proposal. **FAILURE TO DO SO MAY SUBJECT BIDDER TO DISQUALIFICATION.**

****

Use the following heading and select the appropriate wording for postponement of the Bid Date. Delete the statement beside Bid Date above which indicates that the Bid Date is unchanged. If change in Bid Date, issue as separate addendum. Delete this section entirely if there is no change in Bid Date.

****

CLARIFICATIONS

Section Proposal Requirements Addition

O. If a prospective firm wishes to conduct a site visit, all visits must be coordinated through the City Manager's Office at (956) 388-8207 to ensure access to both facilities. Upon approval, an Assistant City Manager (Mr. Tom Reyna treyna@cityofedinburg.com or Jay Saenz jsaenz@cityofedinburg) will schedule and coordinate the on-site meeting.

END OF DOCUMENT

Document 00310 – Form of Proposal

CITY OF EDINBURG
DOCUMENT 00310 – FORM OF PROPOSAL

RFP 2026-010
Golf Course Management & Operations Services for Los Lagos Golf Course & Ebony Hills Golf Course

Addenda Acknowledgment

The undersigned acknowledges receipt of the following Addenda:

Addendum No. 1 dated March 24, 2026

Firm Name: Oliphant Haltom Golf, LLC

Authorized Signature: Brian Jensen Date: 4/3/2026

Printed Name & Title: Brian Jensen, Vice President

OGM

We are excited for the opportunity
to partner with the City of Edinburg.
Thank you for your consideration.



Submitted By

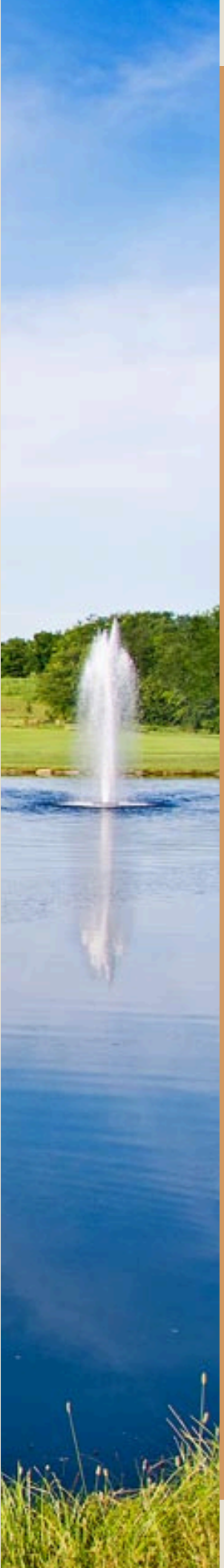
Craig Haltom, Owner, 608-444-8301
Brian Jensen, Vice President, 608-214-5180
bjensen@ogm.golf
Oliphant Haltom Golf, LLC
3046 Village Park Dr, Plover, WI 54467
Phone: 715-544-6588 | www.oliphantgolf.com

ORION MANAGEMENT SOLUTIONS

Professional Golf Management



Golf Course Management & Operations Services for Los Lagos Golf Course & Ebony Hills Golf Course
RFP #2026-010



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ORION GOLF

April 8, 2026

We respectfully submit our response to RFP 2026-10 regarding the Golf Course Management & Operations Services for Los Lagos Golf Course & Ebony Hills Golf Course. Orion has over 25 years of experience working with facility owners, particularly specializing in municipal and government facilities. Los Lagos and Ebony Hills align with our expertise as city-operated courses, and our operational model is suited to providing personalized service typical of smaller companies. Our experience with municipalities ensures familiarity with compliance requirements, provisions, terms, conditions, and deadlines relevant to city operations.

Orion was established by PGA Members Shane Gardner and Matt Roberts in 2000. Since then, Orion has managed municipal golf course contracts continuously and currently holds contracts with seven municipalities: two in Texas, one in Illinois, one in Indiana and three in Missouri. Matt Roberts, based in Dallas, would serve as Orion's liaison with the City of Edinburg and is authorized to formalize contractual agreements.

Should Orion be selected to manage Los Lagos and Ebony Hills, the city will have access to the same management services provided to Carrollton, TX; Lubbock, TX; Worth, IL; Kansas City, MO; Blue Springs, MO; Munster, IN and Excelsior Springs, MO. Orion implements customer service protocols, internal controls, and marketing programs designed for municipal operations. Orion also participates in community engagement activities to build local support and establish a consistent customer base. Internally, Orion applies systems that meet the administrative needs of city-managed facilities.

We are available to discuss the details regarding Ebony Hills and Los Lagos, as well as their future operations. Please feel free to contact us at (913) 238-3160.

Sincerely,

Matt Roberts

Matt Roberts, PGA
Partner – Orion Golf

1650 West Frankford Road
Carrollton, TX 75007
C)913.238.3160
mroberts@oriongolf.com
www.oriongolf.com

B. Executive Summary

Orion is pleased to submit a response to RFP #2026-10. Los Lagos Golf Club and Ebony Hills Golf Course closely align with many properties within our current portfolio. We actively manage two 9-hole facilities—one in Kansas City, Missouri, and one in Munster, Indiana—giving us direct experience with operations similar to Ebony Hills. Additionally, we oversee multiple 18-hole facilities comparable to Los Lagos Golf Club, where we recognize significant potential for growth and enhancement. With our vast experience managing municipal properties, we firmly believe that the Edinburg golf courses can be self-sustaining and non-reliant on the Solid Waste Fund annual transfers.

With over 25 years of municipal operational experience, Orion fully understands the scope of this project and is well-positioned to ensure a smooth and successful transition. As a deliberately smaller organization, we avoid the "cookie-cutter" approach often associated with large national management companies. Instead, Orion's partners and directors work directly with each client, fostering a collaborative and professional partnership that supports the City's continued pride in its golf assets.

At the core of our success is our people. We believe the management team and staff are the most critical components of any operation. Employees are often the deciding factor in a customer's experience, and we prioritize building strong teams by placing the right individuals in the right roles. We establish clear expectations, maintain consistent evaluation processes, recognize outstanding performance, and treat every employee with respect. By cultivating a safe, positive workplace, we empower our staff to deliver exceptional customer service. When employees are engaged and customers are well-served, financial performance naturally follows.

Since 2000, Orion has built extensive experience managing both public and private golf facilities. Our expertise spans all aspects of operations, including staffing, maintenance, food and beverage, retail merchandising, instructional programming, tournament and league management, POS and inventory controls, and financial planning. We actively provide these services across our current portfolio.

Beyond traditional golf operations, Orion also brings experience in complementary revenue streams and recreational offerings. Our partners have successfully managed tennis operations, developed and operated a seasonal golf retail store in a high-traffic Kansas City shopping center, and introduced FootGolf at municipal facilities.

Orion's size allows our partners to remain highly engaged in day-to-day operations. This hands-on approach ensures that facility goals are consistently monitored and achieved while maintaining clear and responsive communication. The City of Edinburg's golf facilities closely resemble those we currently manage, making this opportunity a natural fit and a seamless transition for our team.



C. Corporate Information

Orion Management Solutions, Inc. was an idea brought together by two equal principals, Shane Gardner and Matt Roberts, who have previously worked under “traditional” Golf Management Companies. These individuals believed they could run a more efficient golf operation and, at the same time, create a team concept with both clients and employees.

Orion is a Golf Management Company, formed in 2000 as a Sub-S Corporation based in Leawood, Kansas. A second office was established in Carrollton, Texas, in January 2017.

Corporations Established in:

- Kansas
- Texas
- Indiana
- Missouri
- Illinois

Orion employs over 400 people annually across 13 properties

Orion has successfully managed municipal golf course contracts since 2000 and currently has contracts with seven municipalities: one in Illinois, three in Missouri, two in Texas, and one in Munster, IN. With 25-plus years of experience working side by side with municipalities, Orion is well-versed in the requirements, provisions, terms, conditions, and deadlines that keep government agencies running. Orion vows to perform the services and adhere to the requirements described within the RFP.

If Orion is given the opportunity to perform the management services for the City of Edinburg, the city will see firsthand what the cities of Worth, IL, Carrollton, TX, Kansas City, MO, Blue Springs, MO, Excelsior Springs, MO, Lubbock, TX, and Munster, IN have experienced. The hallmark of Orion is our outstanding customer service, practical internal controls, and progressive marketing programs. Additionally, Orion takes community involvement very seriously and sees this as a way to build local support and a core group of regular customers. Regarding the behind-the-scenes processes, Orion understands which internal controls make the city feel comfortable.

Shane T. Gardner



Born and raised in Omaha, Nebraska, Shane Gardner brings over 30 years of golf experience to Orion. Participation in competitive collegiate golf enhanced a love for the game, while interest grew towards the business side of facility management. Once a bachelor's degree was completed at the University of Nebraska-Omaha in Marketing Management and Personnel Management, Shane began to work towards completion of his Professional Golfer's Association of America (PGA) credentials.

Shane was then offered the General Manager position at a struggling semi-private facility. In his five-year tenure, the course showed a 125% increase in rounds of golf and erased a yearly deficit, only to replace that with a substantial profit. Later, Shane moved to Kansas City to begin a seven-year career working for a national full-service golf course management firm. During these seven years, Shane assisted with the tremendous growth the company experienced while increasing their portfolio from 11 facilities to over 50 facilities.

During this time of prosperity, Shane's experience thrust him into the role of Regional Manager. While in Kansas City, Shane assisted with the opening of four facilities in both Kansas City and St. Louis. After moving to Atlanta to help with East Coast operations, Shane worked with an additional four courses in three different states.

In 2000, Orion Management Solutions was created and is based in Leawood, Kansas. Shane brings extensive knowledge of municipal, upscale public, semi-private, and private club experience to the management team of Orion.

Matt Roberts



Matt Roberts, a Missouri native, discovered his lifelong passion for the golf industry early in life. Following an accomplished collegiate golf career, he began his professional journey at a university-owned golf course, where he gained extensive experience managing government-owned golf facilities. In 1995, Matt relocated to Kansas City and played an instrumental role in launching IRONHORSE Golf Club, a new municipal course. Under his leadership, the facility earned multiple distinctions, including being named "Best Public Access Course in the State of Kansas" by Golf Digest.

Upon the establishment of Orion Management Solutions in 2000, Matt's proficiency in operations management was immediately recognized. He brings a strong skill set in developing business plans, managing budgets, and designing marketing programs, all of which he executes with exceptional expertise. Matt is a graduate of the University of Central Missouri and has been a valued member of the Professional Golfers Association of America (PGA) for twenty-six years. He is currently based at the Carrollton, TX, branch office.

D. Experience & Qualifications
Overview

Money Management

- Orion is responsible for managing all the facility's money and meets with the City or Owner weekly to ensure both parties are satisfied with operations.
- An annual budget is presented to the City or Owner along with a formal staffing plan.

Internal Communication

- A written Annual Business Plan is given to the facility each year. This plan details all aspects of the business for each golf facility. Sections of the Annual Business Plan include Fees, Merchandise, Competition Survey, Course Maintenance, Food and Beverage, Tournament Operations, Marketing, and Capital Equipment/Improvements.
- One of Orion's partners is in touch with a city representative every week.
- Orion's Certified Public Accountant is available to meet with city staff or owners when necessary or to answer financial questions.

External Communication

- Regular social media posts continue to make contact with customers, so they are knowledgeable about activities taking place.
- Monthly newsletters highlight play opportunities, whether through leagues or tournaments.
- Professionally designed blast email campaigns target options for programs like junior golf, ladies' groups, and senior leagues.

Structure

- Orion interviews all staff members, and changes are made to better align employees with ownership and management goals.
- Job descriptions are set in place for key management personnel with incentives for them to drive revenues.
- The facility consists of a General Manager and four department heads. These key employees have mandatory weekly meetings to ensure the business plan is followed. A team concept is built, and employees are coached so they can move into management positions and grow with Orion at another course or facility.
- Weekly staff meetings outline direction for the week and goals for the approaching days.

Invoices

- Orion will clean up any accounts left with outstanding balances from previous management company
- Pay all vendors on time and take advantage of early payment discounts.
- Work to separate facilities from mandatory agreements made by the previous management company

Experience & Qualifications

City of Carrollton, Texas:
Indian Creek Golf Club

The City of Carrollton decided to move away from a large, national management company in 2016 and hired Orion to take over the day-to-day management of its facility. Orion began operating Indian Creek on January 1, 2017. The facility was closed for over a year due to historic flooding in the Dallas Metroplex in 2015. The main task assigned to Orion was informing the golfing community that the facility was back open and ready for business. This was accomplished by partnering with the city on an aggressive marketing campaign and by rehiring key staff who were in place before the flood.

Contract:

The contract has been held since January 2017. The contract expires in December 2028, with an optional five-year renewal. Daily fee, municipal-owned.

Orion's contract with the City of Carrollton is a modified lease model. Orion pays the city a percentage of all revenues collected every month and covers operational expenses. In turn, the city is responsible for the facility's infrastructure expenses.

The city also allows Orion to make monthly lease payments to the city for equipment it procures. A monthly financial reports package is sent to the Finance and Parks Department along with the revenue share.

City Contact:

Chrystal Davis, Assistant City Manager
972-466-3080
Chrystal.davis@cityofcarrollton.com

CARROLLTON TEXAS

indian creek golf club



Experience & Qualifications

City of Lubbock, Texas:
Meadowbrook Golf Club

The City of Lubbock decided to move away from a traditional lease and its previous management company, Arcis Golf, and take control of its 36-hole golf facility. An RFP was sent out, and the response was narrowed down to three companies. Orion was awarded the contract over companies such as Elite Golf, Landscapes Unlimited, Kemper Golf, and Touchstone. It was Orion's success at several other municipal properties that made them the top choice. A rebranding of the facility is underway with help from some capital improvement dollars, and a plan is being put in place to improve the golf courses. Orion's Partners met with current employees and laid out a plan for the new direction the facility was moving towards. As always, it's a team approach with ownership, management, and employees all moving in the same direction.

Contract:

The contract is listed as a 15-year contract, with all renewals combined into five-year sections. Orion's contract with the City of Lubbock follows a traditional management model. All revenues flow into an account held by Orion. Checks for invoices and payroll are issued by Orion and paid from the same account. Orion is provided incentives to drive revenues and is only given authority to spend approved expense amounts. A monthly financial reports package is sent to the Finance and Parks Department.

City Contact:

Colby Van Gundy, Director of Parks & Recreation
1314 Avenue K, Lubbock, TX 79401
806-775-2673
cvangundy@mylubbock.us



Performance Results:

- Developed "core" membership groups to guarantee revenue early and throughout the golf season.
- Increased the number of patrons who sign up for advanced purchase programs.
- Increased food & beverage revenue from $225.000 to $750,000 in the first year of management.

meadowbrook GOLF • CLUB

City of Lubbock TEXAS

City of Kansas City, MO

Swope Memorial Golf Course, Minor Park Golf Course, Heart of America Golf Course, Shoal Creek Golf Course, & Hodge Park Golf Course

The City of Kansas City, Missouri, retained Orion in 2006 to improve the day-to-day operations at both Swope Memorial and Minor Park. Orion's work at both facilities quickly made great strides in facility improvements, customer service, and operational profits and earned them the contract over other national management firms for the Heart of America Golf Course in 2009. Consistent improvement and growth at these three facilities won Orion the contracts at the remaining facilities, Shoal Creek and Hodge Park, in 2023. A sound organizational structure and consistent customer service continue to be hallmarks of Orion's golf course management. Orion provides a complete package of management services.

City Contact:

Doug Schroeder,
Director of Golf Services
4600 East 63rd Street,
Kansas City, MO 64130
816-513-7500
douglas.schroeder@kcmo.org

Contract:

The contract has been active since 2006. The current contract expires in March 2028, with the option for a five-year extension. Daily fee, municipal-owned golf courses.

The contract with the City of Kansas City, Missouri, is set up with the revenues flowing into a city bank account that Orion does not have access to from an operations standpoint. A budget is approved at the beginning of each year for operating expenses. The City funds the operating expenses monthly by depositing money into an Orion bank account in the name of the course. Orion writes checks, pays the invoices, and then provides a bank reconciliation at the end of the month, along with requested copies of the checks written. Orion is provided incentives to drive revenues and is limited by the amount of approved funds it can spend for operations.

Since Orion has managed the City of Kansas City properties, Swope Memorial has earned the #4 Best Course You Can Play in Missouri by Golfweek magazine for the past three years and has consistently been voted the top Public Golf Course in Kansas City.

Performance Results:

- Orion has executed lease agreements for golf course equipment that continue to save the City money each year.
- In 2014, Orion introduced FootGolf at Heart of America GC. This was the first FootGolf facility in the KC Metro area and consistently generates an additional $75,000-$100,000 in revenue.
- In partnership with The First Tee of Greater Kansas City, Orion assisted with the Grand Opening of the new Tom Watson Golf Academy at Heart of America GC. This new teaching facility opened in the spring of 2016.

Experience & Qualifications

The Village of Worth, IL

Water's Edge Golf Club

The management of Water's Edge Golf Course began in February 2022. The Village of Worth, IL, decided to move away from a traditional large management company in 2021 and hired Orion to take over the day-to-day management of its facility. Since assuming management, Orion has been working to reestablish Water's Edge in the Chicagoland market. New marketing ideas, a focus on golfer development, and an increase in non-golf revenues are the focus of operations. Some details of the management agreement with Water's Edge are listed below.

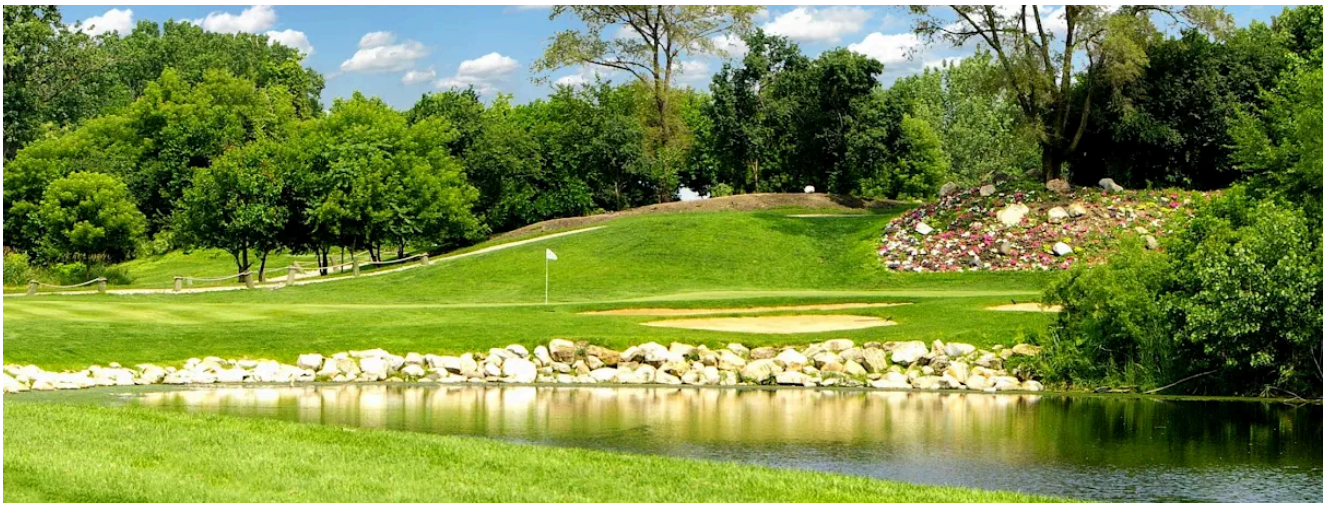
Contract:

The contract with Water's Edge has been held since February 2022. The current contract expires in February 2027, with an option for a two-year extension. Daily fee, municipal-owned.

The contract is set up as a traditional management agreement. Orion is paid a base monthly fee. Incentives are set in place to drive revenues and reward all parties. All expenses are paid by the Village of Worth, and all revenues are deposited into a Village of Worth bank account. Financial reports are generated to keep everyone current on progress.

City Contact:

Laura Packwood, Village of Worth Trustee
7112 West 111th Street, Worth, IL 60482
708-305-4746
lpackwood@villageofworth.com



Experience & Qualifications

City of Blue Springs, MO

Adams Pointe Golf Club

The City of Blue Springs decided to move away from a traditional management company in 2010 and hired Orion to take over the day-to-day management of its facility. Since assuming management, Orion has worked to reduce monthly expenses and improve customer relations. New programs were initiated to promote golf in secondary areas with the idea of not only increasing revenue but also building customer loyalty. Orion has provided the City of Blue Springs with the following over the term of the management agreement.

Contract:

The contract has been held since 2010. The current contract has been renewed, effective October 2022, for a five-year contract with a five-year option. Daily fee, municipal-owned.

Orion's contract with the City of Blue Springs follows a traditional management model. All revenues flow into an account held by Orion. Checks for invoices and payroll are written by Orion and paid out of the same account. Orion is provided incentives to drive revenues and is only given authority to spend approved expense amounts. A monthly financial reports package is sent to the Finance and Parks Department. Included in this package is a bank reconciliation report.

City Contact:

Dennis Dovel, City Manager
425 NE Mock Avenue, Blue Springs, MO 64014
816-228-0137
ddovel@bluespringsgov.com



Experience & Qualifications

The City of Excelsior Springs, MO

Excelsior Springs Golf Course

ESGC came under Orion's umbrella in February 2021. After operating the golf course for decades, the city decided to look for private management in the fall of 2020. The contract was not put out to RFP; rather, the City contacted other local KC-area municipalities to inquire about golf management. That led the City to Orion, and a four-year contract was negotiated.

Contract:

The contract has been held since February 2021. The contract expires in January 2031, with the option for a two-year extension until January 2033. Daily Fee, municipal-owned.

The contract with Excelsior Springs is structured as a traditional management agreement. A base fee is paid to Orion monthly. Incentives are designed to drive revenue and reward Orion for a good season. A bank account is set up by Orion under the course's name.

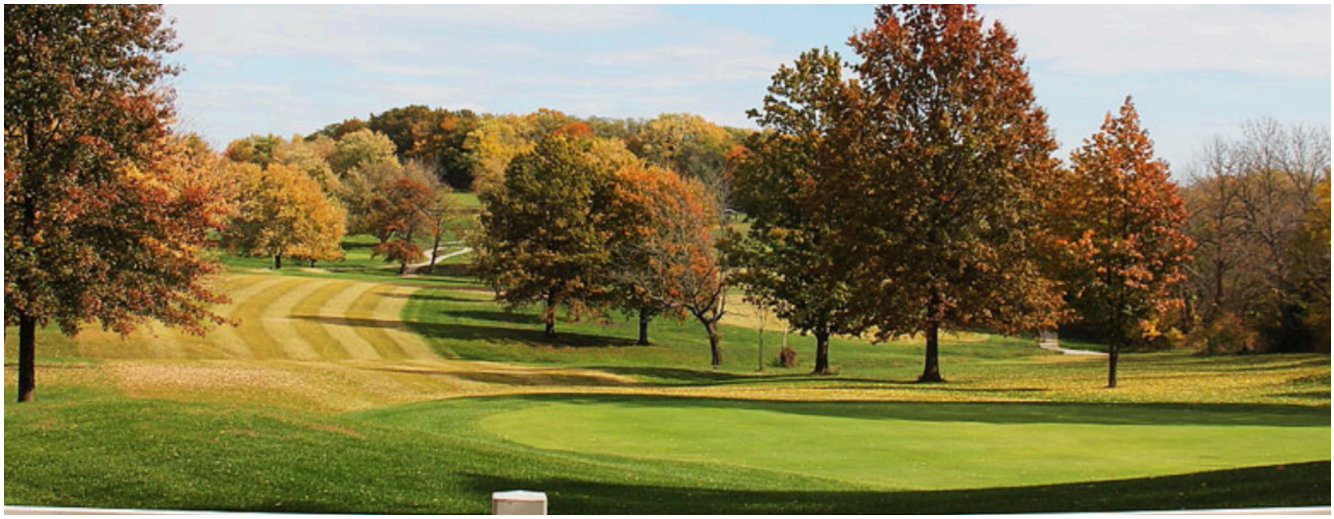
All operational expenses are paid out of this account. A bank reconciliation is given to the owner monthly, along with financial reports. Prior approval is needed for spending outside of the approved budget.

City Contact:

Molly McGovern, City Manager
201 East Broadway, Excelsior Springs, MO 64024
816-630-4424
mmcgovern@excelsiorsprings.gov

ES 1915

THE CITY OF Excelsior Springs MISSOURI



Experience & Qualifications

Privately Owned

Sycamore Ridge Golf Club

The new owner of Sycamore Ridge hired Orion for a full management contract in April 2014. Before the change in ownership, Orion managed Sycamore Ridge for UMB Bank while the facility was listed for sale. Working closely with ownership, Orion is excited about the continued success and growth of Sycamore Ridge.

Contract:

The contract with Sycamore Ridge is structured as a traditional management agreement. A base fee is paid to Orion every month. Incentives are designed to drive revenue and reward Orion for a good season. A bank account is set up by Orion under the course's name. All operational expenses are paid out of this account. A bank reconciliation is given to the owner every month along with financial reports. Prior approval is needed for spending outside of the approved budget.

Performance Results:

- Acquired a new Kansas State Liquor License in Orion's name for daily operations.
- Numerous upgrades to the facility, including golf course renovations and a Clubhouse expansion, were completed.

SYCAMORE RIDGE



Contact:

Reed Murphy, Owner
21731 Clubhouse Drive Spring Hill, KS 66083
913-592-5292
rmurphy3@kc.rr.com



Experience & Qualifications

Privately Owned

WinterStone Golf Course

Orion was hired by WinterStone in the spring of 2006 to provide consulting services to the facility's two owners. The owners wanted Orion to help the staff become more organized in their daily procedures and improve communication. This consulting arrangement led to many other aspects of their operation over the next 12 years.

In 2018, the facility's owners decided to hire Orion to manage the golf course's daily operations. Orion started by evaluating all aspects of the operation and its personnel. Changes were made to better position WinterStone for the upcoming years.

Contract:

The contract has been held since 2018. The current contract expires in 2027, with the option for a three-year extension. Daily fee, privately owned.

The contract with WinterStone is set up as a traditional management agreement. Orion is paid a base monthly fee. Incentives are set in place to drive revenues and reward all parties. Expenses are paid from a WinterStone bank account, with Orion having access to it. Monthly financial reports are generated to keep everyone up to date on progress.

Performance Results:

- Secured new equipment for Food & Beverage operations that provided additional menu options, which have opened the door to new revenue streams for daily use at the facility.
- Saw growth of non-golf events with new menus and updated pricing. This initiative has helped drive revenue for a previously underutilized event pavilion and enabled the addition of an off-season simulator in 2025. This latest opportunity contributed to a steady off-season revenue stream.

Contact:

Harlan Limpus, Owner
17101 East Kentucky Road
Independence, MO 64058
816-257-5755
staff@winterstonegolf.com

WinterStone
Golf Course



Experience & Qualifications

The City of Munster, IN

Centennial Park Golf Course

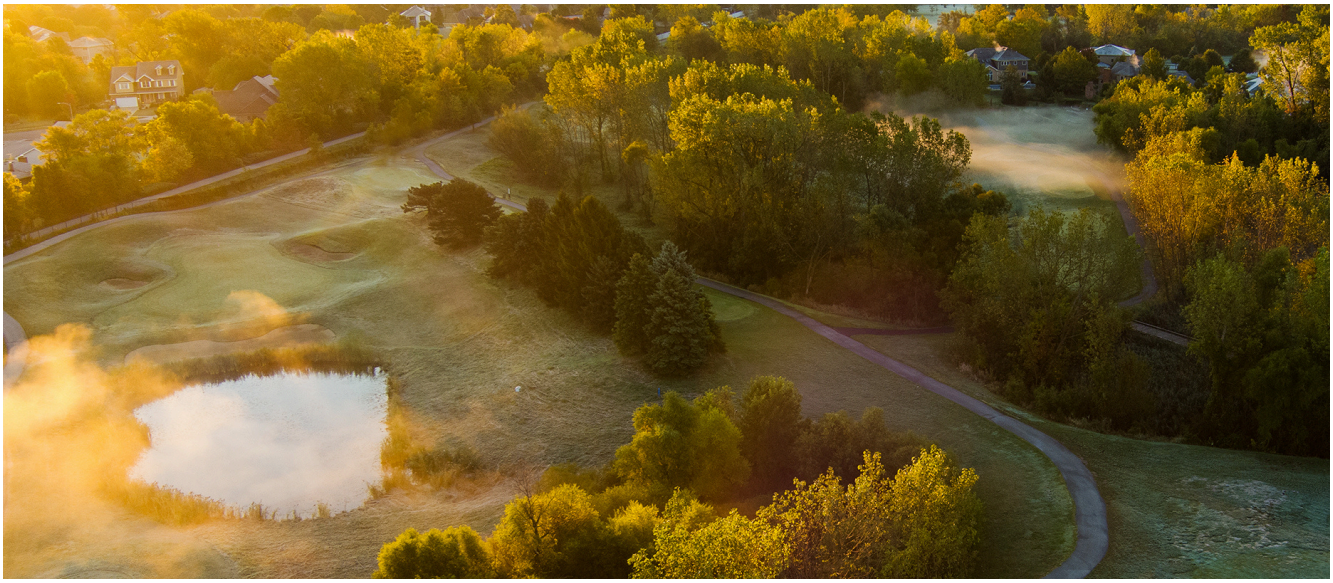
Orion began management at Centennial Park in March 2026, making it our newest property. The Town had been under contract with Troon for full management and elected to go a different direction by hiring Orion. Centennial Park is a true 9-hole golf course with a large, modern driving range. The plan is to focus on enhancing the tee sheet utilization, growing food/beverage operations, and building a successful player development program.

Contract:

The contract with Munster began in March 2026 and has a term of five years, with a mutual option to renew for two additional five-year terms. Daily fee, municipal-owned. The contract is set up as a traditional management agreement. Orion is paid a base monthly fee. Incentives are set in place to drive revenues and reward all parties. All revenues are deposited into an Orion account, and expenses are paid by Orion. Monthly reporting to the Town of Munster ensures all parties are aware of the financial status of the facility.

City Contact:

Mark Heintz, Munster Director of Parks & Recreation
1005 Ridge Road, Munster, IN 46321
219-836-6925
mheintz@munster.org



Corporate Directors

Anthony 'Tony' Bertels

Orion's Director of Agronomy, Tony Bertels, contributes a wealth of experience and knowledge to the daily operations of Orion. Tony is a 30-year member of the Golf Course Superintendents Association of America (GCSAA). Throughout his career, he has worked at growing golf facilities, hosted National Collegiate Golf Championships and PGA Senior Tour events, and overseen the daily operations of facilities.

Having been involved with a myriad of operating budgets, from small to large, he is adept at utilizing available resources and optimizing their results. Tony is skilled at construction and special projects. He holds Commercial Pesticide Applicator licenses in both Kansas and Missouri and is well-versed in implementing chemical and fertilization programs for cool- and warm-season turf managed in the Transition Zone.

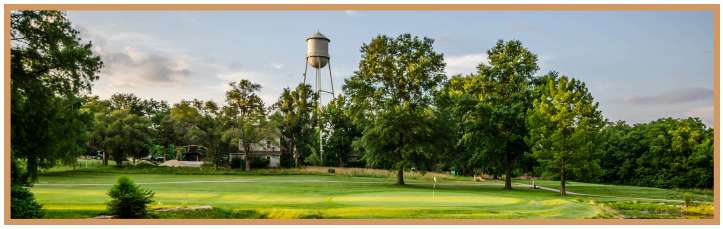
Tony is an honors graduate of the Rutgers University School of Professional Golf Turf Management, New Brunswick, NJ. In 2004, he was awarded the Rutgers Alumni Award for Professional Excellence for his work in the golf profession. In 2006, he was named the C.H. Mendenhall Award recipient, an honor bestowed upon individuals who have successfully dedicated years of service to the profession and mentoring future Superintendents.

Kevin Bollinger

Kevin Bollinger, the Director of Food and Beverage for Orion, brings an acute understanding of all areas of a food and beverage operation. With eight years of experience leading hospitality staff, Kevin excels at providing excellent customer service for concessions and special events.

Kevin has previously held many positions where he gained valuable knowledge involving personnel management, food preparation, inventory control, menu design and pricing, state health and liquor regulations, and overall facility management. Having graduated from Kansas State University with a degree in Hotel & Restaurant Management, Kevin's passion for exceeding expectations is what drives him to lead teams with a focus on attention to detail and maintaining exceptional guest experiences.

Mr. Bollinger has experience as a Hotel Manager in Training for InterMountain Management in Monroe, Louisiana, and is currently the General Manager at Minor Park Golf Course, overseeing all daily food and beverage operations.



Kenny Baker

Kenny Baker is a seasoned golf industry professional with over 25 years of experience in golf course and landscape management. Originally from Lawrence, Kansas, he earned his degree in Golf Course and Landscape Management from Texas State Technical College, building a strong foundation in agronomy and course operations. Kenny began his career in August 2000 as an intern in Pearland, Texas, where he quickly developed hands-on expertise and a passion for the industry.

Following his internship, Kenny relocated to North Texas, where he has spent the majority of his career working across multiple golf courses in the Dallas–Fort Worth area. His extensive field experience and regional knowledge have shaped his approach to course management and agronomic strategy. Today, he serves as a Regional Agronomist with Orion Management Solutions, where he applies his decades of experience to support course performance and deliver high-quality playing conditions across the region.



Corporate Staff

Joyce Terbovich

Joyce Terbovich is not only a Certified Public Accountant but also has more than 30 years of experience in audits, federal and state taxes, and financial statement preparation. Her experience at Deloitte & Touche and KPMG, along with her role as Treasurer for the City of Lake Quivira, KS, gives Orion a strong, credible understanding of accounting practices when working with governmental agencies.

Howard Huggins

Howard Huggins joined Orion and brought a wealth of administrative, human resources, and accounting knowledge to the Company. As a former retail business owner with several locations, Howard understands the complexities of growing a retail-based business. Howard works with several of Orion's locations to streamline all elements of financial reporting, payroll, and governmental correspondence.

Megan Atkinson

Megan Atkinson, a graduate of the University of Texas Permian Basin, holds degrees in Accounting and Sociology and brings more than 20 years of experience in the food and beverage industry, including over a decade of management experience. Since beginning work in the golf course industry in 2013, Megan has developed strong operational and financial knowledge that supports her accounting and reporting responsibilities. She provides financial and operational support to Orion's locations by overseeing banking, payroll, accounts payable, and accounts receivable processes, and assisting with monthly and year-end financial reporting. Megan is currently pursuing the Certified Managerial Accountant certification to further strengthen her financial and strategic management expertise.

E. Operations Plan

The management program for the city is very similar to other management programs Orion currently has in place. The requirements for cash control procedures, accounting/ bookkeeping procedures, reporting, point-of-sale system, and inventory controls are very comfortable for Orion's staff. Orion takes great pride in the accuracy and completeness of the reports it provides to its current clients.

Proposed Structure

The first step is to set a course of action that the city feels comfortable with and that will build trust for employees, customers, and the city. This will start in the off-season with a detailed Business Plan that will outline all departments and their goals for the coming season.

The Business Plan will cover proposed fees, other revenue options, memberships, rental information, etc. A marketing plan will list goals for the season and a means of achieving those set goals. A breakdown of all marketing dollars will be listed so the owners have a comfort factor in knowing where the marketing emphasis will lie. A separate section will outline a proposal for future changes, pricing strategies, and member incentives or programs. Other sections of the plan will include Course Maintenance, Food and Beverage, Golf Shop Merchandise, a Survey of Competition, an Operating Budget, an Equipment Replacement Schedule, and a Capital Improvement Schedule.

It is the goal of Orion for the owners to feel like they understand what is taking place at the course level ***before*** it happens.

The second step, which blends with the first, is to set an organizational chart of department managers and supervisory employees under those managers. A sound business has structure, and individuals have responsibility within that structure. It is the goal of Orion to set in place five departments: General and Administrative, Golf Shop, Food and Beverage, Course Maintenance, and Outside Services. Those five major departments will have people who will oversee their success and be held accountable for their results. Regular staff meetings will ensure that everyone is on the same page and working toward the same goals. All department managers will have a copy of the Business Plan and will be expected to follow it as a road map to success.

Management Services

For the record, a representation of our management services includes, but is not limited to, the following services:

Human Resources

- Recruit, hire, and orient all new employees.
- Regularly train the staff in customer service and job-specific responsibilities.
- Annually review all employees for performance and compensation.
- Ensure the facility follows all State and Federal labor rules and regulations.

Budgeting and Accounting

- Develop and submit an annual operational budget and business plan.

- Prepare monthly and annual financial statement analysis, including the income statement variance report.
- Establish and monitor the necessary cash controls and audit systems procedures.
- Develop a long-term capital improvement and equipment replacement plan.

General Operations

- Purchase all supplies, equipment, merchandise, etc.
- Establish and review the operating policies of the facility.
- Purchase all necessary workers' compensation, liability, and property insurance.
- Recommend and establish prices, membership options, etc.
- Obtain all licenses and permits needed.
- Recommend and purchase the major equipment needed for golf and golf course maintenance.
- Maintain the required records for maintenance, equipment, licenses, laws, etc.
- Meet with owners regularly.
- Major emphasis on minor things. Attention to detail is paramount.

Marketing and Promotions

- Upgrade and manage the website and marketing channels.
- Prepare and produce advertising, marketing plans, and promotions.
- Interact with customers to enhance communication.

Listed below are brief descriptions of the major facets of the Orion management program.

Clubhouse Hours

The Clubhouse and golf course will be open seven days a week, during the main season, weather permitting. The exception will be Christmas Day, when the entire facility will be closed. Orion will evaluate weather conditions to determine if it will be beneficial for the facilities to be open during the off-season and off-season Holidays.

The hours of operation will follow the seasonal weather and daylight hours. In the main season, starting times may begin as early as 6:00 a.m.; in the off-season, starting times will most likely not begin until 9 a.m. The Clubhouse hours will closely follow the starting times, with the staff opening the building approximately one hour before the first starting time. The building will be closed when the last patron has left the facility, and the facility has been cleaned and set up for the following day.

Staffing

Staffing, like the weather, will fluctuate based on several factors. In the main summer season, the Golf Shop and Food and Beverage Departments will be staffed with a minimum of three employees each day. One person will be responsible for opening the building, one person will be responsible for closing the building, and one person will be responsible for working during the middle portion of the day. This will give the Golf Shop and Food and Beverage Departments two people during the heaviest activity and ensure proper levels of customer service. Additionally, there will be one beverage car in operation during non-prime hours and possibly two beverage cars in operation during prime times. The staffing of beverage cars will be closely watched and will reflect daily traffic.

A similar staffing arrangement will be in place for the Course Maintenance Department;

weather will dictate an increase and decrease in employees. In the spring and summer seasons, additional labor will be hired to handle an increase in activity. When activity starts to wind down in the fall, seasonal employees will be released to save on labor expenses.

Inventory

A salaried Golf Shop employee, under the approved buying plan, will be responsible for purchasing all merchandise inventories. Orders are placed with vendors, and printed order confirmations are requested. If the order confirmation is correct, shipment of goods is scheduled. Once goods arrive, the boxes are checked for content against the packing slip. Invoices are then coded to the appropriate line item, and the check-in process begins. SKU numbers are created in the point-of-sale system to identify each item of inventory. Price is generally established at 100% markup for soft goods and 35% markup for hard goods.

A complete physical inventory is taken at the end of each month. Any adjustments that occur are made, and the cost of sales percentage is calculated. The budgeted cost of sales percentage is 70-75%.

Employees and volunteers are offered a discount on merchandise as approved by the General Manager, which is 10% above cost. Uniforms are issued to employees as budgeted items. Older merchandise can only be marked down by the General Manager to move inventory.

Special orders are logged into a notebook and then ordered from the manufacturer by a salaried Golf Shop employee. The client provides a credit card number as a deposit before the merchandise is ordered. If the item is turned down by the customer upon arrival, that customer must then pay for the shipping cost of the item. If the item can be placed into inventory and sold, then that option is exercised.

Promotional items given to the facility are either separated from inventory and given to customers to try out or averaged into the cost of all items of this type and then placed into inventory. This can include items such as golf balls, clubs, etc. Demonstration clubs are often given to a facility for its customers to use. These clubs are returned to the manufacturer at the end of the season.

Food and Beverage

The Food and Beverage Manager purchases all food and beverage inventory. Inventory is ordered on an as-needed basis. During the off-season, inventory levels are kept low due to a decrease in rounds. During the main season, inventory levels are higher. All inventory purchases are checked for quality and quantity when delivered. At that time, inventory is entered into the point-of-sale system for tracking. A complete physical inventory is taken at the end of each month. Adjustments are made, and the cost of sales percentage is calculated. The budgeted cost of sales is 30-40%.

Employees and volunteers are allowed a discount for food and beverage items that are prepared. The discount rate is 40% off the normal price. No discount is offered on packaged items, alcoholic beverages, or on the beverage car.

Beverage Car

A fair percentage of F&B revenue comes from Beverage Car sales. Controls are in place to accurately ring in items that are sold on the golf course. Employees are not allowed to load their own beverage car. The F&B Manager or another employee on duty will load the car, and all inventory loaded is logged on a beverage car stock sheet. The employee is then given a bank bag with $50 change. This allows change to be given to customers on the golf course. With each sale on the beverage car, the employee must log on the stock sheet what items have been sold. The money collected is placed in the bank bag. At the end of a shift, the Manager or another employee will do an ending inventory count to verify reported sales. Then the inventory items are rung into the register and paid for out of the Beverage Car employee's bank bag.

Maintenance

The Superintendent orders all inventories for the Maintenance Department. Maintenance inventory levels are pre-determined by budget line items. If additional supplies of chemicals, fertilizer, etc., are needed, the General Manager approves them in advance. Typical inventory items are fertilizer and chemicals.

Programs and Services

Orion believes that the key to a successful golf operation begins with exceptional customer service, consistent playing conditions, and the nurturing of a core group of customers.

Centering a marketing program to increase the core group of golfers will allow the city golf courses to move away from running various discounting promotions. The details of the marketing program are listed in the next section of this RFP.

Infrastructure Maintenance

One of the most difficult transitions for government agencies when transitioning to new management is identifying who is responsible for the upkeep of the infrastructure of the facilities, including equipment and buildings. It is Orion's opinion that the city remains responsible for the basic upkeep of the buildings and grounds. This entails items such as roof replacement, updated electrical work, clubhouse paint/carpet, and plumbing issues. Routine maintenance will be handled by Orion and funded through the operating budget.

Orion has a history of success with municipalities. That history is built upon good financial recordkeeping and transparency, as illustrated in the monthly reporting. However, the key to good financial reporting is the detailed work that goes on behind the scenes. This section will not only explain what the City of Edinburg can expect from a financial reporting standpoint, but also the detailed work that goes into the information that funnels into the monthly financial reports.

Monthly Financial Reporting

Each month, the City will expect to see a financial document that incorporates the following tabs:

- Balance Sheet
- Month to Date as Compared to Budget
- Year to Date as Compared to Budget
- Trial Balance
- General Ledger Report
- Bank Reconciliation

In addition, the city will receive a Monthly Facility Report that details weather history, variances in revenues and expenses, marketing activity, and maintenance activity.

A combination of these reports will give the city a full view of what is taking place at the facility so that there are no surprises when a city official has questions.

Record Keeping and Reporting

Orion requires the General Manager to produce a detailed revenue spreadsheet and to submit a monthly packet of reports to Orion's Accounting Department. These reports are used to produce the monthly financial statement that is given to the City Representative. Orion prides itself on professional, reliable financial reporting. Our efficiency allows us to present the Monthly Financial Statements to the City by the fifteenth of the following month.

The Daily Sales Report includes information such as weather, sales by department, rounds, rounds utilization, year-to-date analysis, and budget information. This spreadsheet is available at any time for the city to review. The General Manager uses this information as a tool to monitor the success/failure of daily sales.

The Food and Beverage Manager and the Superintendent are required to keep strict records on inventory, alcohol purchases, chemical purchases, gas purchases, etc. These records are reviewed by the General Manager every month and are available for review by the city at any time.

Point-of-Sale System

TeeQuest is the point-of-sale system used by Orion at all its managed facilities. Orion's employees are very familiar with the system and the reports it can produce. The point-of-sale system will allow for different levels of activity to be performed. Higher-level employees are allowed to perform more tasks, while seasonal or hourly employees are not given the same ability to perform tasks as the Department Managers. This is a form of internal control among different levels of employees. Voided transactions require a password and can only be made by the General Manager or Head Golf Professional. If Orion is awarded the contract for management of Los Lagos Golf Course and Ebony Hills Golf Course, retained employees will train on TeeQuest.

Cash Receipts

All sales transactions are settled with cash, checks, or credit cards. One receipt is generated for cash transactions, and two receipts are generated for a credit card transaction. After the customer signs the charge slip, the original is kept in the register for balancing at the end of the day, and the second copy is given to the customer. Daily credit card transactions are batched together. Personal checks are only accepted for annual membership purchases or tournament payments.

Each cash drawer in the Golf Shop will begin each day with $200 in cash and end each day with $200 in cash. The cash drawer in the Food and Beverage Department will begin each day with $200 in cash and end each day with $200 in cash. A cash change bank for the facility, totaling $700, will be kept in a safe in a secure location to be accessed only by Department Managers.

During the day, each employee is assigned to one register only. At the end of the day, an employee deposits all cash and checks after the register is closed. The closing employees for the respective Departments are responsible for closing the registers in their departments. A separate deposit is made up for each of the two registers in the Golf Shop, which is deposited daily into the Operating Account, and one for the Food and Beverage register, which is deposited daily into the Operating Account for a total of three.

If a variance occurs during the closing process, transactions may be viewed through the register screen. Each transaction has the time and the operator's initials associated with it. The employee can then be contacted about the variance. To ensure accountability regarding cash receipts, a Department Manager will periodically close and balance another employee’s cash register as an extra measure of internal control. This action will be performed randomly three times per week in the main season, and once a week in the off-season.

If the registers do not balance, the employee is instructed to browse through transactions to locate the variance. If the variance is not located, a different employee will conduct a reconciliation that week. Reconciliation will occur twice per week during the main season, and the General Manager reviews those days in question. A log of over and short is kept and reviewed at the end of each month by the General Manager.

Green Fees

The point-of-sale system generates a Starter Sheet and a Marshal Report for the staff to use. Each morning, these sheets are printed off. Once a golfer is paid, the Starter is notified via two-way radio that the “Jones” foursome is paid and heading to the tee. When the “Jones” foursome arrives at the tee, the Starter checks receipts and logs the golf car numbers on the Starter Sheet. The on-course Marshals then monitor the golfers by the golf car numbers. At the end of each Starter’s shift, the starter sheet is brought to the Golf Shop and referenced with the electronic tee sheet.

Golfers are checked in through the tee sheet portion of the point-of-sale system. Once the appropriate green fee code is entered, the golfer is rung through the register. After payment is received, the point-of-sale system changes the golfer's name by putting a $ next to the name, indicating full payment. Once payment is tendered, the customer’s name or payment cannot be deleted. Golfers are given a receipt that the Starter is required to check before the

golfer may tee off. The receipt clearly shows the day and time of payment. Starters are instructed that no golfer is allowed on the golf course without a proper receipt.

The receipt for fees must be presented to the starter before a customer begins to play. At that time, it is also checked to see if they paid for a golf car rental. Also, a few times a week, a member of the staff rides the course backward and verifies player receipts, position on the course compared to their start time, and their car rental. This keeps people from sneaking onto the course. Only the General Manager can authorize a discounted rate for any customer for PGA, GCSAA, or public relations purposes.

Transactions

With typical transactions at $25 or more, credit cards are the major source of payment. Busy days render excessive cash; therefore, no more than $1,000 cash is allowed in the registers at any given time. The drawers are counted twice per day, once when opening and once in the middle of the day, and excess cash is stored in a safe in the Manager's office until the registers are closed that evening.

Refunds for golf are typically not given. Rain checks and golf credits will be issued when the situation arises. These rain checks are issued through the point-of-sale system based on the number of holes completed and the fee that was paid. The customer is then given a receipt that displays the value of the raincheck toward another round of golf at a different time. Rainchecks are tracked by management through the point-of-sale system.

Banking

The Orion Operating Account is used to pay all normal invoices and operational expenses. Only the General Manager, Food and Beverage Manager, and Superintendent, along with the designated Orion representative, have access to the Operating Account, along with the designated city employees.

A bi-weekly payroll amount is transferred from the Operating Account to the payroll company. CBIZ Payroll Company, the payroll processing company used by Orion, then funds the paychecks with money from the Operating Account. Detailed payroll reports can be provided as a form of reconciliation to Orion and the City.

Orion's accounting staff balances all the bank statements at no additional charge to the city.

Cash Disbursements

Operating checks are issued by Orion and are used to pay all operating invoices, including merchandise, utilities, etc.

As a matter of internal control, a segregation of duties will take place. Department managers will receive invoices, code them to the proper line item, and initial them for payment. The General Manager will review the invoices, approve them, and send them to the Orion Accounting Staff every week. The Orion Accounting Staff will process the checks,

and one of the Orion Partners will review them, sign them, and send them out. Additionally, each check has two voucher slips, one that is kept in a file, and the other goes to the vendor. Each voucher slip shows the date, check number, amount, and vendor. The vouchers kept by Orion will be attached to the canceled invoices, and copies of those invoices can be included in the monthly facility reports delivered to the city representative.

Invoices

Each department manager is responsible for the coding of invoices to the appropriate general ledger account. Invoices are submitted weekly to the General Manager for approval. The GM then forwards the invoices to the Orion Accounting Staff. No services or products are paid for before they are rendered or delivered. Some purchases, such as alcohol, are required to be paid for upon delivery. Payments are made from invoices only. Statements are then checked to ensure the vendor receives payment.

Payroll

The payroll for Orion personnel shall be processed through the Operating Account. Orion uses an online system of payroll management through CBIZ. The system is utilized via the Internet and is available on each of the cash registers in the Golf Shop and Food & Beverage, as well as on the office computer in the Maintenance Facility. Each hourly employee is assigned a login and password to use when clocking in or out. The payroll reports are reviewed by each Department Manager (Maintenance - Superintendent, Golf Shop – General Manager, and Food & Beverage – Food & Beverage Manager), comparing actual punches to the work schedule.

After the supervisors approve the payroll reports, the Orion Accounting Staff prepares the reports for transmittal to CBIZ. Electronic paystubs are then sent to each employee via CBIZ. Paper paychecks are no longer utilized by Orion – all earnings are required to be directly deposited or loaded on a Visa card. This has cut payroll processing expenses by 12% and is eco-friendly by saving paper usage.

All overtime is approved by the General Manager in advance for final approval. The number of employees and their respective wages are determined by the approved budget. Employees are given performance reviews with monetary increases after the season.

F. Golf Course Maintenance

Orion is confident that a realistic and viable agronomic plan will ensure the city's golf facility has its rightful place as the premier public facility in the greater Edinburg area. Orion's Agronomist is very familiar with the turf types at Los Lagos and Ebony Hills, and our Superintendent/Regional Agronomist at Indian Creek in Carrollton, TX, has over twenty-five years of experience in North Texas. He will be of great support to both facilities.

Maintenance of the Golf Course

Greens - A preventative treatment schedule, utilizing broad-spectrum fungicides, will be implemented during the season.

In addition to a balanced fertilization and chemical program, core aerification, topdressing, rolling, and verticutting will occur at appropriate times during the growing season. Hand watering exposed ridges and localized dry spots during summer stress will be carried out to ensure a quality putting surface. Greens will be mowed 6-7 times per week at an acceptable height of cut during the season. The overall well-being and performance of the greens is a top priority with Orion.

Tees – Tees will be mowed 2-3 times per week during the active growing season. In addition to a balanced fertilizer and chemical program, aerification and topdressing will be accomplished at the beginning of the months when the turf is most active. Daily hand-filling and leveling of divots will be carried out. Preventative fungicide applications will be made during active disease cycles.

Fairways – Fairways will be mowed 2-3 times weekly during the active growing season. A plant growth regulator may be applied monthly to slow down growth and reduce the amount of mowing.

Primary Rough – Rough will be mowed at least weekly during the active growing season. Green and tee surrounds will be mowed 2-3 times weekly. Herbicides designed to cull broadleaf weeds and sedges will be applied as needed. A pre-emergent application to bar weed grass will be made each spring. In addition to a balanced fertilization program, aerification and overseeding will be conducted at appropriate times during the season. Leaf blowing, mulching, and removal will be conducted each fall as needed.

Bunkers – Bunkers will be raked daily and edged semi-annually. New sand and drainage will be addressed on an as-needed basis, but each bunker will be assessed for potential problems after heavy rain events.

Practice Area – The practice facility will be maintained in the exact same fashion as the rest of the golf course, culturally as well as chemically.

Clubhouse Grounds/Parking Area – The clubhouse will be attractively landscaped. Every attention to detail will be made to establish a superior curb appeal.

Equipment

While there are needs when it comes to Maintenance equipment and Golf Car replacement, not all needs can be met at once. The process of improving equipment should begin as follows:

- The Golf Course Superintendent and General Manager should go through the exercise of prioritizing their needs, and then a master list should be compiled.
- Superintendent, with the support of the Orion Director of Agronomy, should be chosen to investigate the acquisition of new equipment. One will contact local and regional Sales Representatives, and local and regional Superintendents to see if any good used equipment is coming in because of a trade. The other Superintendent should be researching equipment for sale on websites such as Craigslist, eBay, etc.
- Approval for the purchase of equipment should be garnered in advance under certain parameters – price, type, terms, etc.
- Once a piece of equipment is located, purchase approval should be sought from the city.

While this process may take some time and patience, the transition period is the perfect time to research these kinds of purchases. If the golf course cannot move forward with the purchase of new equipment, an operating lease should be researched. Many times, equipment manufacturers will provide favorable terms, pricing, and even demo equipment for an extended period for that facility or another facility. This gives the Superintendents a chance to try equipment and see if that piece works well for that facility. Orion has successfully leased multiple equipment packages for the City of Kansas City, Missouri, the Village of Worth, IL, and the City of Lubbock, TX. The leases are done by Orion and funded through the operating budgets of each facility.

While not all changes or replacements can be made in one season, changing the business model of the city golf courses will move the golf facilities in a different direction, and then it will be easier to secure new or slightly used equipment.

Repair/Maintenance of Equipment

Most preventative maintenance and repair will be done on-site by the in-house mechanic.

Orion Agronomy Site Visit

Orion schedules regular agronomy visits throughout the season. These visits have helped the city facilities to continue to improve turf conditions and overall consistency in each location. Orion's Agronomist and Regional Agronomist will speak with the Superintendent weekly and will visit each facility regularly.

Summary

Orion believes that Los Lagos and Ebony Hills can continue to improve course conditions and its overall perception in the golf community. As a regional management company operating both warm and cool-season golf courses, Orion brings a wealth of knowledge and experience to the table and can help build upon these successes. There is always room for improvement, and Orion is certain that it can help shape the future of both facilities in an even greater, positive way.

G. Staffing Plan

The most important part of our team is also the most crucial element to the success of your facility, the management team. Employees make the difference in any business; often, for the customer, they are the deciding factor when purchasing a good or service. The management team is our priority at Orion. We accomplish this by placing the right people in the right positions, creating an immediate win-win situation at the facility. Outlining job descriptions and expectations, following through with a review process, rewarding outstanding behavior, and treating each employee with the respect they deserve. Couple this with a safe and happy workplace, and employees will go to great lengths to provide superior customer service. If the employees are happy and taking good care of the customers, the bottom line will reflect this in a positive way. Our management team and employees are, and always will be, the most valuable resource of our organization.

Having been an active golf course management company since 2000, Orion has years of experience managing public and private facilities. There is not one area of golf course management that we do not have experience in – whether it is hiring/staffing, maintenance, food & beverage, merchandise, instructional programs, tournament/ league administration, POS inventory controls, or budgets & business plans – Orion is actively providing all these services to our current clients. In addition to offering full-service golf course management, Orion has experience in non-golf retail operations as well. Orion's partners have experience in managing tennis operations, creating and managing a Holiday Golf Merchandise store in a popular shopping center in Kansas City, and implementing a FootGolf course at one of the City of Kansas City properties.

Orion's size allows the Partners to be very hands-on and active with all operations. The personal attention each facility receives ensures that all facility goals are being monitored and achieved, and it allows for consistent, accurate communications. Los Lagos & Ebony Hills are very similar to the majority of Orion's 18-hole facilities and would be a seamless transition for our team.

Below is a brief summary of our management approach and a potential transition plan.

Operating Philosophy

The philosophy Orion carries forward is to look for quality key employees, make sure they are a good fit for the facility and the owner, and then work to retain those employees at that facility. Orion has always strived to promote from within and elevate our employees within the Orion family. The General Manager and Superintendent at all Orion facilities have held the same positions for multiple seasons. The goal Orion has is to build from within by bringing up young supervisors, training them properly, guiding them in their development, and then finding the right facility for them to move into a leadership position. If an employee takes a key position at a facility, Orion expects that employee to stay in that position for the foreseeable future.

Active vs. Passive Management

The landscape of golf has changed over the last several years. The COVID bump has brought golf back to the forefront of recreation, and most golf facilities are experiencing record rounds/revenues. Years ago, national management companies would come in, put employees in place, and then simply visit twice a year to keep the owners happy. This formula worked because golf was booming, and every facility was successful. Today, those national companies continue to do business the same way – pop in every six months for a visit. That is what Orion calls ***passive management***. Checking in periodically, talking with General Managers and Owners, and sending reports.

Orion Management Solutions and its Partners have no desire to manage 50 facilities in several different areas of the United States, practicing that kind of ***passive management***. Orion believes in ***active management***. Visiting the facility regularly, meeting with the key managers face-to-face, and talking with front-line employees about what they are hearing from customers. This form of ***active management*** allows Orion's Partners and Directors to stay close to the facility and its customers while coaching employees. Most employees who work in the golf business are in their late twenties and early thirties. While they are good employees, they often need regular guidance. Orion takes an ***active*** approach to their development.

Orion's partners and corporate staff will be in Edinburg every month, meeting with our employees and the owner's representative to ensure operations are smooth and everyone is on the same page. It is this ***active*** approach to management that has provided Orion's growth, customer satisfaction, and owner satisfaction over the past twenty-five years.

Staffing Plan

The partnership with the city would include Orion reviewing all existing employees to determine which staff members want to stay on during the transition. The goal would be to retain as many key employees as possible and fill any open positions.

Once the General Manager is determined, they will report directly to the assigned Orion representative. Our Director of Agronomy and Regional Agronomist will support and oversee the Superintendent. This will be done via email, phone, and personal visits. The same process will take place for our Food and Beverage Director.

Daily reports and payroll will be completed by the on-site General Manager and sent to our corporate office in Carrollton. Accounts receivable, accounts payable, and payroll will be completed by our staff in Carrollton and Kansas City. Monthly financial statements, bank reconciliations, and other financial reporting will be completed by our CPA, Joyce Terbovich. Periodic meetings will take place between city staff and Orion Partners, Directors, or corporate staff as deemed necessary. Marketing for all facilities will be handled by Orion's Marketing team. This will include monthly newsletters, Superintendent's blogs, blast email campaigns, signs, and promotions.

Facility Staffing Overview

The following is meant to serve as a general guideline for staffing at Ebony Hills & Los Lagos. Once Orion has had time to work with the facility, these levels could move up or down, depending on the facility's needs.

In the main summer season, the Golf Shop and Food and Beverage Departments will be staffed with a minimum of three employees each day. One person will be responsible for opening the building, one person will be responsible for closing the building, and one person will be responsible for working during the middle portion of the day. This will give the Golf Shop and Food and Beverage Departments two people during the heaviest activity and ensure proper levels of customer service. Additionally, there will be at least one beverage car in operation during non-prime times and possibly two to four beverage cars in operation during prime times. The staffing of beverage cars will be closely watched and will reflect daily traffic.

A similar staffing arrangement will be in place for the Course Maintenance Department; weather will dictate an increase and decrease in employees. In the spring and summer seasons, additional labor will be hired to handle an increase in activity. When activity starts to wind down in the fall, seasonal employees will be released to save on labor expenses.

The following represents the salary range and anticipated number of employees, by department, during the main season at each facility.

Golf Shop:
1-3 Full Time/ 2-5 Seasonal
$50,000 - $90,000 Full Time positions
$12/hr - $20.00/hr – Seasonal positions

Maintenance:
2-10 Full Time/2-5 Seasonal
$50,000 - $100,000 Full Time positions
$14/hr - $22.00/hr - Seasonal positions

Food & Beverage:
1-3 Full Time/5-10 Seasonal
$35,000 - $65,000 Full-Time positions
$5/hr - $20.00/hr Seasonal positions

All full-time employees will receive health insurance after six months of service and will be eligible for the Orion 401(k) plan. All Orion employees are governed by the Orion employee handbook and safety manual. Updates and training occur on an annual basis.

Transition Plan

Orion has been very successful in handling transitions with current employees – most times, over 90% of existing employees have been retained. In addition, Orion has been very successful in taking a hands-on approach with customers by scheduling meetings where customers can attend and ask questions. These meetings allow both employees and customers to feel more confident about the changes to come. Below is a sample timeline of an Orion takeover. The bottom line is that Orion's goal is to ensure the city's patrons that any changes to operations are in the city's and the facility's best interests.

Prior to Orion Start

- Meeting with Key Employees individually to discuss employment plans.
- Meet with hourly employees to discuss employment plans and fill out appropriate paperwork.
- Schedule meetings to meet with key organizational leaders and current tournament participants.
- Advertise a meeting open to the public to answer questions about new management.
- Develop marketing ideas and concepts for the season.
- Secure bank accounts and signers on accounts.
- Set up the installation of new POS system and work through basic training with each group of department managers.
- All employee paperwork and benefits have been finalized and turned into the Orion office.
- Work on business planning for the upcoming season.
- Thorough evaluation of all existing equipment leases.
- Creation of a detailed Agronomic Plan with the assistance of the Superintendents.
- Full merchandise inventory and set up of vendors in Orion's name.
- Review and creation of the Food & Beverage operating plan.
- Begin the process of obtaining the liquor license for Orion.
- Deep cleaning of kitchen and food & beverage areas.
- Evaluation and acquisition of needed kitchen equipment.
- Explore the possibility of hiring a Teaching Professional.
- Creation and implementation of Player Development Programs, Junior Golf Camps, and Adult instructional programming.

First Year of Operation

- Installation of new POS system with training sessions with employees
- Physical inventory of fixed assets completed.
- A monthly physical inventory of merchandise and food and beverage inventory.
- Advertise rate structure and programs.
- Meet with key organizational leaders to determine details for the upcoming season.
- Contact outside events to discuss details.
- Schedule in-house events.
- Implement scheduled marketing efforts for the season.
- Continue regular visits and face-to-face meetings with key employees of each course.
- Meeting with key facility employees to discuss potential changes for the second year.

H. Marketing & Promotion Plan

In today's economy, not only is marketing a key, but so is fostering relationships. When people decide on a facility for daily play or events, their choice will often be swayed by a relationship they have with a key member of the facility or a previously favorable experience. Consistency is also a must for any successful marketing campaign. Orion has partnered with Back9 Marketing to ensure that all facilities have a detailed marketing plan in place that specifically serves the facility with its individual needs. This is very important as every golf facility is unique unto itself. Orion has found great success with this approach with all the Orion properties. Even though they are all under the Orion umbrella, each facility is unique and is marketed separately.

Pricing

Many different models of pricing now exist in the South Texas market – monthly memberships including golf car and range, private country clubs offering corporate tournaments on weekdays, and deep discounting during non-prime times are a few examples of what the current market holds.

- **Price Break / Price Points** – There are several price points and breaks throughout the daily schedule for Ebony Hills & Los Lagos. The Point-of-Sale system always provides data as to when people are playing and what the average fee is for the time. Changes made in the past include moving Twilight and Evening rate pricing up one hour, from 2:00 p.m. to 1:00 p.m. and from 5:00 p.m. to 4:00 p.m. This has had a tremendous impact on tee sheet utilization by helping to decrease the number of dead times throughout the day.

- **Programs / Promotions** – Orion will evaluate the existing programs and promotions to see what revenue is brought in because of each. Promotions, when done correctly, are a good way to promote business. However, if a customer knows that a certain promotion is always out there, they begin to balk at paying the normal fee. Customers begin to get programmed when they call by saying, "What promotions are you running right now?" That kind of erosion from the normal fee schedule tends to hurt a facility in the long term. Orion avoids this kind of discounting.

- **Survey of Competition** – All competing facilities are surveyed twice a year to establish where prices and price breaks occur. That information is utilized, along with the information from the Point-of-Sale system, to determine a daily fee schedule or programs and promotions for each budget cycle.

Memberships and Advanced Purchase Programs

Memberships and advanced purchase programs set the table to increase the core customers at a facility. The goal of a successful facility should be to offer programs that entice golfers to commit their recreational dollars to a facility for the season. By getting customers to commit early, a facility benefits in the following ways:

- Customers tend not to visit other facilities. The less likely they are to visit another facility, the less likely they are to move away from their home course.
- Customers tend to recommend their home course to other players. Even if their friends are not using Ebony Hills & Los Lagos as their primary course, core customers will try to persuade their friends to play at their home course.
- Other facilities will tend to discount fees as the summer moves along. Patrons who have already committed to Ebony Hills & Los Lagos will pay less attention to discounts at other facilities.
- Those core customers who sign up for an annual pass or advanced purchase plan will most likely have some connection to an event, whether it is corporate or charitable. Those people will recommend their facility over another.

Orion will recommend some options for the city to consider if selected for management. These options will follow successful programs that we have introduced in all our markets, including Indian Creek in Carrollton, TX. (Indian Creek is a municipal 36-hole property) In 2015, Orion created the "Under 30 Membership", which was eligible for all golfers between the ages of 18 and 30. It has been apparent for many years that junior golfers tend to stop playing golf after high school or college. The reasons most cited include golf being too costly, too hard, and too time-consuming. Therefore, Orion created the new Under 30 program to try to get these young people back out to the golf courses in a low-pressure, low-cost membership. If we can capture younger golfers as they enter the full-time job market, the likelihood that they remain loyal to Ebony Hills & Los Lagos greatly increases.

Another option would be the "**Valley Membership**." These programs are set up as monthly fees to receive benefits. An example is a four-month minimum commitment, a credit card on file, which is auto-charged on the 5th of each month. Benefits include discounted non-prime golf fees and two buckets of range balls per day. Orion has had huge success with these programs as they do not require a full season or full-year commitment, which is appealing to golfers, and it guarantees full tee sheets all week long.

Orion is currently reviewing the pricing and benefits of all annual programs and will make recommendations to the city if selected for management.

Increasing Rounds of Golf

Orion Management has always believed the best way to increase play is to build a core group of golfers, retain them, and then design, organize, and support opportunities to encourage additional outside play. This is another example of ***active*** management. Many people enjoy the game of golf, but unfortunately, the difficult economic situation has constrained both corporate expense accounts and a family's disposable income. Orion's goal is to focus on overcoming the challenges people face as they work to find time and money to enjoy golf, whether it is a simple recreation or a lifestyle. Advertising can lead customers to a facility, but there must be an effort to make it advantageous for customers to return and enjoy the amenities Ebony Hills & Los Lagos offer.

Organizing Play Opportunities – People love to play golf, but they often won't play if they don't have something scheduled, or they must organize it. Orion not only works to promote events that offer opportunities for play, but staff also get personally involved in helping organizations coordinate golf activities. The result is loyalty among organizers because they often look better to their group. This relationship helps the facility when other courses work to undercut prices in trying to solicit events or leagues.

Special Events – Almost every facility organizes its own homegrown events. However, a successful facility mixes in events that appeal to all categories of golfers. Mixed Couples, Junior, Parent / Child, Ladies, and Competitive Individual / Team events expose the facility to new players and provide current players with additional play opportunities. Through these events, a facility continues to build its brand.

Player Programs – Programs have been developed and expanded by Orion to foster camaraderie among players and provide play opportunities. Annual Pass and Partner Player programs bring golfers of all skill levels and backgrounds together while building a core base of players. Orion has found repeated success following this model.

> Leagues – Many organizations would love to arrange a regular golf outing or league activity, but they don't know how to start. Orion recognized this many years ago and started working to build leagues with organizations. Those organizations included churches, non-profit organizations, and local businesses.
>
> Tournaments – As mentioned earlier, Orion has started to play a lead role in assisting events with recruiting players and helping them organize their events to ensure success. This means more time occupied by the professional staff, but the result is a fostered loyalty among Tournament Coordinators.

Promoting a Good Pace of Play – Time is one of the biggest barriers as to why people don't play more golf. Orion has always recognized the influence that on-course representatives can have on the satisfaction of patrons.

Golfers are usually pressed for time, and a slow pace of play will often sour what should be a positive experience. Orion's employees are trained in techniques used to enhance a good pace of play, and customer satisfaction surveys show this to be true.

Price – Cost is always a factor, and Orion considers this when setting price points for play. Orion has always been sensitive to this issue and, in the past, has instituted twilight, evening, and nine-hole rates that allow play for a reasonable price. Nine-hole rates address both time and cost barriers, and League rates allow people to come out with a group and enjoy nine holes of golf for a low price.

Once the pricing is set, the programs are set, and the staff is working to provide play opportunities, the next step is to align itself with organizations that will continue to bring play and be advocates for the facility and the staff. Building relationships with organizations will promote further play and, many times, take the focus off price. A facility cannot always compete on price, so there must be other factors that play into the decision-making.

Advertising and Promotion

Orion's relationship with Back9 Marketing, a KC-based company, has enabled Orion to move to the forefront of the marketing game in the golf industry. Each facility now has professional marketing assistance, allowing the management team to focus its efforts more on customer service and facility efficiencies while knowing that the marketing efforts are being handled professionally. Consistent messaging, current social media postings, and quality point-of-purchase materials separate Orion properties from the others.

Once pricing has been set, programs have been established, and staff are working to assist with play opportunities, then the focus shifts to getting the word out to the public. While any amount of money could be spent, funds will most likely be limited to what was approved for the upcoming budget.

Website / E-mail Marketing – Orion continues to use e-mail marketing to attract players to sponsored tournaments, golf leagues, instructional programs, and merchandising opportunities. The key to successful e-mail marketing is to target customers two or three times before each event. However, this must be done with a spaced timeline. Orion is always looking for new ways to utilize all options of the Point-of-Sale system and its email marketing options. This is where Back9 Marketing really shows its worth.

Gallus App – Gallus is a mobile app company that started over ten years ago in Southern California. Orion recognized that the app could be an affordable, efficient way to engage customers and promote the facilities. Each facility can post daily course updates on everything from cart path rules to upcoming events. Customers can utilize a virtual loyalty program, like a deli punch card, that digitally tracks rounds and, in return, gives rewards to the customer. Push messages may be sent at any time, and a tremendous feature is tournament administration through the app. Leagues,

tournaments, and small groups can register, pay, and print materials all through the app. Live scoring happens during play and can be broadcast on monitors in the clubhouse. Orion will consider adding the Gallus app to Ebony Hills & Los Lagos.

Internet Tee Times – Offering Internet tee times through a course website is a necessity. Moving distressed tee times can be an additional feature, especially if done correctly. While times may not be sold at the full rate, it will allow the Orion and the city to recognize income that the facility would not normally garner. Orion's partnership with TeeQuest allows the General Manager of each facility to post daily online specials and set the pricing to whatever they deem acceptable. Customers then have the choice when booking online to prepay for the online special or simply book a regular tee time and pay the rack rate when checking in for play.

During the 2026 season, most Orion properties have shifted to 100% prepaid weekend tee times, and the results have been staggering. Tee sheet utilization now hovers near 90% on prime weekend times, with all foursomes being booked. By capturing all foursomes, revenues increase, and the pace of play improves. This will certainly be a recommendation of Orion moving forward.

Like any service of this kind, there is a key to maximizing revenue and avoiding the same "bargain hunters" who only book on the Internet. Orion's experience in this area avoids that potential pitfall. The key is to always be able to control the rate that is offered so that the product you are selling is not cheapened in any way. Once price erosion occurs, it will be difficult for a normal customer to pay your posted rack rate. ***Orion chooses not to partner with GolfNow or any other third-party bartering company to ensure that the city receives the maximum revenue (100%) for every tee time that is sold. Green fees are the city's revenue, not the management companies, and certainly not the third-party provider!***

Social Media – Social media is effective for communicating a single, simple message. This will prompt phone calls and inquiries to the website, with an opportunity for staff to interact with customers. It is always critical to get the message out early in the season that the city and Orion have programs available for the avid and occasional golfer, or that the facility is a perfect site for an event. Other Social Media posts involve tournament/league results and pictures, nice photos from each facility, and current topics in the golf world.

Point of Purchase – Signs, sign holders, and informational pieces will all fall under this category. When customers visit a facility, they need to be reminded about the opportunities available to them. Many people may not see other forms of advertising, so this aspect of the plan is critical. Most facilities utilize information holders on the golf cars, and this is effective. However, other signs around the Clubhouse need to be set professionally to give them a high degree of effectiveness. The content of the signs should not have all the information, only enough information to promote questions. This works to promote conversation between customers and staff members. When the time arises, it will be the responsibility of the staff to identify the advantages of the programs or events. Weekly staff meetings and training are a key element to the

success of this area.

Provide an Incentive – Breaking out of the winter season brings excitement for golfers. To capitalize on this excitement, Orion can offer incentives to those who sign up for programs. The best and most inexpensive incentive the facility can offer will be rounds of golf during non-peak time. Rounds of golf or merchandise gift cards can be offered to those who sign up for newer programs. The cost of these types of promotions can be built into the cost of the program.

A referral program offers an incentive for current members who refer new members. This is a great way to grow additional golfers with very little cost to the facility. Offering a gift card for a member who has referred a new member is a great reward for the member and creates an immediate win-win situation for the facility. This is a great way to increase a core group of players.

In-House Promotions – Handling some promotions in-house provides a facility with an avenue to keep good customers happy and strengthens ties with fringe customers. It is the goodwill of these events that generates additional play through referrals and a more frequent rate of play. A partial listing of promotional events is included below.

Open House – This is traditionally done in the late fall and early spring to kick off the advanced purchase programs, memberships, and leagues available, and the event would be scheduled at the clubhouse. Incentives are given to people who sign up for programs during this event. At this event, members are encouraged to refer other potential customers to sign up. By locking up golfers early in the season, a facility insulates itself from the constant discounting done by other facilities.

Driving Range – Orion was the pioneer of creating promotions centered on the driving range and practice facilities of each golf course in the KC Metro market, and more recently in the DFW market.

An easy way to increase usage and range revenue is to offer package deals during traditionally slow times at the range. The implementation of “Power Lunches” and “Range Happy Hours” is a good example of this. Power Lunches are typically offered Monday – Friday from 10 am – 2 pm, providing unlimited range balls and the daily lunch special with a soft drink for $16. Happy hours are offered from 3 pm – 6 pm and include unlimited range balls and two drink tickets for $16.

Orion has added Toptracer technology to its driving range in Carrollton, TX, at Indian Creek GC, and the success is tremendous. In December 2022, Orion installed Toptracer at its driving range at Indian Creek GC in Carrollton, TX. Since the installation, range revenue has increased from $150,000 per year to nearly $500,000 per year. Orion would recommend installing Toptracer at Los Lagos.

Toptracer technology is the future, and it is very successful everywhere it is. This is the type of addition that will set the city apart from its competitors.

Tournament Series – In-house hosted tournaments are an ideal way to fill up an open date. Formats and prices can vary depending on what is offered. These club-hosted events not only generate revenue during traditionally slower times, but they are a tremendous way to show off the facility and the Professional Staff. These events can create lasting memories for many golfers, leaving them wanting to come back for more. An example listing of potential hosted tournaments is below:

- Super Bowl Scramble - February
- Luck of the Irish Scramble -March
- Green Jacket Open - April
- Big Cup - May
- The Valley Scramble – June
- Firecracker Scramble - July
- The Summer Scramble - August
- Texas Shamble – September
- Spooktacular – October
- Friendsgiving – November
- Ugly Sweater - December

Parent / Child Tournament – Scheduled at the end of the summer, the event is open to any adult/child combination; it is an alternate shot format, with ice cream sundaes and cookies provided after play. Each team is broken down into age groups, and every child wins a trophy and has their picture taken with their partner. This event creates great public support and exposure toward the end of the summer. Children and their adult partners will practice and play at the Edinburg facilities before the event to get ready, bringing additional revenue to the facility once again.

Monthly Promotions and Raffles – These promotions are slated all year round and focus on driving new and current patrons to each facility, increasing reach and visibility through social media, and promoting sales both in-store and online.

The Meadowbrook Golf Club team invites you to our

OPEN HOUSE

THURSDAY, AUGUST 7TH

5:30 – 7:30 PM

Come meet the new management team and enjoy complimentary menu samples & drinks. Located in the Bar & Grill.



meadowbrook
GOLF • CLUB

WINTER KICK-OFF

4-PERSON SCRAMBLE

8 AM SHOTGUN

01 NOV 2025

SATURDAY

$75 / PLAYER

- AWARDS FOR 1ST, 2ND, 3RD
- 3 RANDOM DRAWS FOR ALL OTHER PLAYERS
- MULLIGAN BALL
- RAFFLE

REGISTER ONLINE AT
WWW.MEADOWBROOKLUBBOCK.COM

INDIAN CREEK GOLF CLUB'S

PADDYSHACK

4 PERSON SCRAMBLE



Sunday March 15th

CREEK COURSE

8:00am-1:30pm Tee Times

ENTRY FEE

$99/PLAYER

INCLUDES

GOLF, LUNCH, PLAYER GIFT PLUS
OPTIONAL SKINS GAME & RAFFLE



WINNERS & AWARDS ANNOUNCED ON FACEBOOK LIVE THE NEXT DAY!

REGISTER & PAY ONLINE, CALL TO RESERVE YOUR PREFERRED TEE TIME 972-466-9850

I. Financial Plan

Attached are preliminary Summary Budgets for Ebony Hills and Los Lagos, which include revenues, cost of goods, operating expenses, and management fees. Green fees/rates will remain at their current levels; however, Orion welcomes the opportunity to engage with the City in discussions regarding any potential future rate modifications. Since the City provided limited financial information for this RFP, Orion has estimated the amounts based on our 25+ years of experience operating municipal facilities. Additionally, the approved FY26 Edinburg budget was consulted and utilized for the current approved revenue and expense amounts. Even though the Solid Waste Management fund transfers money to the properties, we have intentionally omitted those amounts in order to reflect the operating results of each property, based on our initial projections.

After reviewing the published capital improvement plans for both properties, Orion is encouraged by the City's demonstrated commitment and believes these investments will generate a strong return while positioning the facilities for long-term financial success.

In addition, Orion recommends several targeted enhancements at Los Lagos to further elevate the guest experience and operational efficiency. These include updating the patio furniture at the pavilion, refreshing the clubhouse dining area furnishings to create a more inviting and cohesive atmosphere, and repairing and reopening the clubhouse walk-up window to improve food and beverage access for golfers before their round, at the turn, and while utilizing the pavilion.

Note: Orion has established multiple purchasing discounts from preferred vendors such as Callaway Golf, Titleist, Sysco, and Site One, which allow for lower pricing and incentives that come back to the facility in the form of credits for future purchases or loaner equipment at no charge.

On the following pages are summaries and highlights of each facility.

Ebony Hills

- **Rounds** – 19,000 annual rounds budgeted. Orion is currently budgeting 19,000 rounds of golf at Centennial Park GC in Munster, IN. Indiana has a shorter golf season than south Texas, showing their should be opportunity to gain more rounds at EHGC.

- **Revenues:**
    - **Green Fees & Golf Cars** – Approximately $348,000 budgeted, which is in line with FY25 amounts.
    - **Pro Shop** – $9,500 budgeted. Due to the current condition of the clubhouse, merchandise sales are limited. Once the new clubhouse is operational, this is a revenue area that can grow.
    - **Food & Beverage** - $85,500 is budgeted and corresponds to FY25. Just like the Pro Shop, the clubhouse is limiting what can be sold in this department.
    - **Memberships** - $57,600 budgeted, which is slightly higher than FY25. This area is trending up historically.
    - **Cost of Sales** – Merchandise is budgeted at 72%, and F&B is budgeted at 32%.

- **Operating Expenses**:
    - **Golf Shop** – Staffing includes a FT GM and two FT equivalent hourly positions. Expenses include payroll, scorecards/pencils, and uniforms.
    - **Carts** – Payroll for 1 FT equivalent hourly position, cart lease, equipment repairs, uniforms, and supplies are included.
    - **Maintenance –** Staffing includes a FT Superintendent, one FT Mechanic and two FT equivalent hourly staff members. Typical expenses such as chemicals, fertilizer, equipment repairs, irrigation repairs, supplies, equipment lease, etc., are included along with payroll.
    - **Food & Beverage –** Expenses include kitchen utensils/equipment, licenses & fees, paper & plastic goods, and supplies.
    - **General & Administrative –** Expenses include advertising & promotion, building repairs, credit card processing fees, all insurance, security, supplies, and utilities.

Los Lagos

- **Rounds -** 40,000 annual rounds budgeted. While this is an acceptable amount, Orion believes with the quality of Los Lagos and its location, a goal of 50,000 rounds is achievable in a few years.

- **Revenues**:
    - **Green Fees & Golf Cars** - Approximately $1,288,000 budgeted which is higher than historical data. Note - this includes tournament fees. Orion feels that there is opportunity to increase these revenues by retooling the tee sheet to maximize utilization and by creating multiple play options for customers and members.
    - **Pro Shop** - $120,000 budgeted which is approximately 22% higher than FY25. FY25 saw a decrease from previous years' revenues - an analysis of the current buying plan and offerings can ensure greater revenue in this department.
    - **Range** - $120,000 budgeted. This is significantly higher than historical amounts of $87,000. Orion believes that an overhaul of the existing range program can greatly enhance revenues. Options include adding a ball machine at the range, adding technology such as Toptracer or Trackman, and conducting player development programs.
    - **Food & Beverage -** $280,000 budgeted which is 33% higher than FY25. It is apparent that there are inconsistencies in the F&B department, including beverage cars not operating daily, full menu not being produced daily and pricing that is not in line with competition. Orion believes the F&B department, with proper management and planning, can garner $500,000 annually or more.
    - **Memberships** - $205,200 budgeted, slightly higher than FY25 amounts. This area has increased 18% over the past three years, indicating the membership programs are popular. Orion wants to conduct further analysis to ensure that benefits match the fees.
    - **Cost of Sales** - Merchandise budgeted at 72% and F&B at 34%.

- **Operating Expenses:**
    - **Golf Shop -** Staffing includes one FT GM/Head Professional, two FT Assistant Professionals, two FT equivalent hourly positions and one seasonal PT position. Expenses include payroll, scorecards/pencils, and uniforms.
    - **Carts -** Staffing includes the equivalent of six FT hourly employees. Other expenses are cart lease, equipment repairs, supplies and uniforms.
    - **Maintenance -** Staffing consists of one FT Superintendent, one FT Assistant Superintendent, one FT Mechanic, one FT Foreman and six hourly laborers. Other expenses include chemicals, fertilizer, gas/oil, equipment repairs, supplies, irrigation repairs, etc.

- **Food & Beverage -** Staffing includes one FT Manager, one FT Chef and seven FT equivalent hourly positions to work the counter, events and beverage cars. Expenses include paper/plastic, equipment repairs, supplies, kitchen utensils.
- **General & Administrative -** Expenses include advertising/ promotion, credit card fees, facility supplies, all insurance, utilities, etc.

Summary:

After conducting our site visits, Orion was both impressed by the current conditions and encouraged by the significant opportunities present at each facility. Given the level of capital investment the City has already committed to these properties, we believe there is strong potential for both courses to become self-sustaining and, ultimately, profitable.

Orion is confident that with effective management and a collaborative partnership with the City, existing annual subsidies can be reduced and ultimately eliminated, allowing those public funds to be reallocated to other community priorities. **This potential is reflected in our Los Lagos projections, which anticipate a 50% reduction in the annual Solid Waste transfer after the first year.** Achieving this outcome will depend on disciplined tee sheet management, enhanced staff training, strategic marketing and communication efforts, improvements to food and beverage operations, and a focused player development program.

J. Proposed Management Compensation

Contract Length

Orion is proposing a contract length of five years plus two additional five-year terms, if mutually agreed upon. This contract length is consistent with the majority of Orion's existing contracts and matches the contract with the City of Lubbock, TX.

Transition

The key to the success of the agreement will be the transition. There will be a significant amount of work that will need to be accomplished prior to the official start date, including acquiring a liquor license. While the start date is unknown, Orion's prior experience indicates that a working relationship may need to happen well before the start date.

Goals for Facility

The following are goals Orion has identified for the Ebony Hills & Los Lagos:

- Hire Experienced Golf Leadership
- Implement Structured Budgeting and Forecasting
- Implement a Standard Operating Procedure
- Optimize POS System Usage
- Revise Pro Shop Inventory Strategy
- Enhance F&B Operations
- Expand Revenue Streams
- Formalize Staff Training
- Develop a Quality Player Development Program

In addition to these goals, Orion recognizes that all municipalities would like their recreational facilities to be fee-supported. While some infrastructure will need to be addressed, the future goal will always be to operate the facility and put away money for future capital projects.

Proposed Compensation

Orion proposes a structured management fee designed to align with the long-term success and growth of the facilities. For the initial five-year term, the total monthly management fee will be $6,000, allocated between the two properties as outlined below. For subsequent terms, the fee will increase to reflect expanded operational value and continued performance.

Proposed Monthly Management Fees

Facility	Initial Term	Second Term	Third Term
Los Lagos GC	$4,000	$4,667	$5,333
Ebony Hills GC	$2,000	$2,333	$2,667
Total Monthly Fee	$6,000	$7,000	$8,000

In addition to the base management fee, Orion proposes an incentive-based structure tied directly to financial performance. Orion will receive an incentive fee equal to 10% of annual EBITDA during the initial term. This incentive will increase to 15% of EBITDA during the second and third terms, further aligning Orion's objectives with the City's financial success.

The incentive fee will be contingent upon the facility achieving positive EBITDA performance, ensuring that incentives are earned only when the operation is financially successful.

The goal behind an agreement of this nature is to create a win-win relationship with the City of Edinburg. The monthly management fees are reasonable based on an 18-hole property and a 9-hole property, with the work necessary to push the facilities into an improved customer experience.

The incentive fee rewards Orion for pushing revenue higher, while keeping budgeted expenses in check, creating a more profitable operation. As the facility becomes more successful, both the City of Edinburg and Orion are rewarded.

Our Partners and Corporate Directors are available to personally meet with the facility staff or City personnel, and they are involved with your project throughout the term of the agreement. Orion takes a personal interest in each facility. Many other companies will send a "regional" person to the facility once or twice a year. Orion's Partners or Corporate Directors visit each facility monthly to make sure operations are meeting expectations.

Summary

The proposed compensation agreement offers the City of Edinburg stability for the future, a high degree of customer service, quality course conditions, a good reputation for operational success, and a community partner that participates and professionally represents the City.

Orion's fees are competitive with any national company, and the level of personal service is unmatched.

Orion Golf

Ebony Hills GC
FY2027 Summary Budget

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Rounds	**1,900**	**1,900**	**1,520**	**1,520**	**1,520**	**1,900**	**1,900**	**1,900**	**1,900**	**1,140**	**1,140**	**760**	**19,000**
Revenues													
Green Fees	19,095	19,095	15,276	20,368	20,368	25,460	25,460	20,615	20,615	12,369	11,457	7,638	217,816
Pro Shop	950	950	760	760	760	950	950	950	950	570	570	380	9,500
Carts	13,029	13,029	10,423	10,423	10,423	13,029	13,029	13,029	13,029	7,818	7,818	5,212	130,293
Food & Beverage	8,550	8,550	6,840	6,840	6,840	8,550	8,550	8,550	8,550	5,130	5,130	3,420	85,500
Memberships	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	4,800	57,600
Gross Revenue	**46,424**	**46,424**	**38,099**	**43,191**	**43,191**	**52,789**	**52,789**	**47,944**	**47,944**	**30,687**	**29,775**	**21,450**	**500,709**
Cost of Sales													
Merchandise	684	684	547	547	547	684	684	684	684	410	410	274	6,840
Food & Beverage	2,727	2,727	2,181	2,181	2,181	2,727	2,727	2,727	2,727	1,636	1,636	1,091	27,265
Cost of Sales	**3,411**	**3,411**	**2,728**	**2,728**	**2,728**	**3,411**	**3,411**	**3,411**	**3,411**	**2,046**	**2,046**	**1,364**	**34,105**
Gross Profit	**43,014**	**43,014**	**35,371**	**40,463**	**40,463**	**49,379**	**49,379**	**44,534**	**44,534**	**28,640**	**27,728**	**20,086**	**466,604**
Operating Expenses													
Golf Shop	10,671	10,671	10,671	11,921	10,921	10,921	12,421	11,671	10,671	10,671	10,671	13,991	135,873
Carts	4,069	4,069	4,890	4,890	5,661	5,661	5,661	5,661	5,461	3,748	2,927	4,712	57,407
Course Maintenance	16,048	16,048	16,548	17,548	33,548	20,548	23,048	19,548	19,048	16,048	16,848	19,368	234,200
Food & Beverage	100	100	1,000	1,550	1,100	1,000	1,000	800	800	800	100	100	8,450
General & Administrative	9,248	9,148	8,998	9,551	10,151	33,139	13,939	9,193	9,293	8,676	8,748	8,398	138,481
Total Operating Expenses	**40,136**	**40,036**	**42,107**	**45,460**	**61,381**	**71,269**	**56,069**	**46,874**	**45,274**	**39,943**	**39,295**	**46,569**	**574,412**
Net Operating Income	**2,878**	**2,978**	**(6,736)**	**(4,997)**	**(20,918)**	**(21,890)**	**(6,690)**	**(2,340)**	**(740)**	**(11,303)**	**(11,566)**	**(26,483)**	**(107,808)**
Other Income / (Expense)													
Management Fees	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(2,000)	(24,000)
Total Other Income/(Expense)	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(2,000)**	**(24,000)**
EBITDA	**878**	**978**	**(8,736)**	**(6,997)**	**(22,918)**	**(23,890)**	**(8,690)**	**(4,340)**	**(2,740)**	**(13,303)**	**(13,566)**	**(28,483)**	**(131,808)**
Net Income	**878**	**978**	**(8,736)**	**(6,997)**	**(22,918)**	**(23,890)**	**(8,690)**	**(4,340)**	**(2,740)**	**(13,303)**	**(13,566)**	**(28,483)**	**(131,808)**

Orion Golf

Los Lagos GC
FY2027 Summary Budget

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Rounds	**4,000**	**4,000**	**3,200**	**3,200**	**3,200**	**4,000**	**4,000**	**4,000**	**4,000**	**2,400**	**2,400**	**1,600**	**40,000**
Revenues													
Green Fees	106,760	106,760	85,408	86,368	86,368	107,960	107,960	106,760	106,760	64,056	64,056	42,704	1,071,920
Pro Shop	12,000	12,000	9,600	9,600	9,600	12,000	12,000	12,000	12,000	7,200	7,200	4,800	120,000
Range	12,000	12,000	9,600	9,600	9,600	12,000	12,000	12,000	12,000	7,200	7,200	4,800	120,000
Carts	21,000	21,000	16,800	16,800	16,800	21,000	21,000	21,000	21,000	12,600	12,600	8,400	210,000
Food & Beverage	28,000	28,000	22,400	22,400	22,400	28,000	28,000	28,000	28,000	16,800	16,800	11,200	280,000
Memberships	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	17,100	205,200
Gross Revenue	**196,860**	**196,860**	**160,908**	**161,868**	**161,868**	**198,060**	**198,060**	**196,860**	**196,860**	**124,956**	**124,956**	**89,004**	**2,007,120**
Cost of Sales													
Merchandise	8,640	8,640	6,912	6,912	6,912	8,640	8,640	8,640	8,640	5,184	5,184	3,456	86,400
Food & Beverage	9,640	9,640	7,712	7,712	7,712	9,640	9,640	9,640	9,640	5,784	5,784	3,856	96,400
Cost of Sales	**18,280**	**18,280**	**14,624**	**14,624**	**14,624**	**18,280**	**18,280**	**18,280**	**18,280**	**10,968**	**10,968**	**7,312**	**182,800**
Gross Profit	**178,580**	**178,580**	**146,284**	**147,244**	**147,244**	**179,780**	**179,780**	**178,580**	**178,580**	**113,988**	**113,988**	**81,692**	**1,824,320**
Operating Expenses													
Golf Shop	23,273	23,273	23,273	25,523	23,523	23,523	25,523	25,273	23,273	23,273	23,273	31,572	294,579
Carts	17,553	17,553	17,553	17,553	17,553	17,553	19,553	17,553	17,353	17,353	17,353	21,645	216,128
Course Maintenance	58,836	58,836	58,836	58,836	58,836	58,836	236,336	58,836	58,836	58,836	59,636	64,369	889,867
Food & Beverage	17,901	17,901	17,901	17,901	17,901	17,901	19,401	17,901	17,901	17,901	17,901	17,901	216,308
General & Administrative	52,557	52,557	51,478	57,007	52,007	72,593	52,593	52,557	52,557	50,400	50,400	49,321	646,026
Total Operating Expenses	**170,120**	**170,120**	**169,042**	**176,820**	**169,820**	**190,406**	**353,406**	**172,120**	**169,920**	**167,763**	**168,563**	**184,808**	**2,262,908**
Net Operating Income	**8,460**	**8,460**	**(22,758)**	**(29,576)**	**(22,576)**	**(10,626)**	**(173,626)**	**6,460**	**8,660**	**(53,775)**	**(54,575)**	**(103,116)**	**(438,588)**
Other Income / (Expense)													
Management Fees	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(4,000)	(48,000)
Total Other Income/(Expense)	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(4,000)**	**(48,000)**
EBITDA	**4,460**	**4,460**	**(26,758)**	**(33,576)**	**(26,576)**	**(14,626)**	**(177,626)**	**2,460**	**4,660**	**(57,775)**	**(58,575)**	**(107,116)**	**(486,588)**
Net Income	**4,460**	**4,460**	**(26,758)**	**(33,576)**	**(26,576)**	**(14,626)**	**(177,626)**	**2,460**	**4,660**	**(57,775)**	**(58,575)**	**(107,116)**	**(486,588)**



K. Insurance & Risk Management

Orion currently services 13 golf facilities spread over nine contracts, all requiring similar insurance coverage. Attached is a sample of a current proof of insurance for our Orion property in Lubbock, TX.

Orion utilizes its insurance partners' training programs on a bi-annual basis. This includes facility walk-throughs to eliminate liability hazards, CPR/First Aid training, workplace safety meetings, and cybersecurity measures.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/22/2025

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

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

PRODUCER	CONTACT NAME:	
AssuredPartners 404 W Broadway Blvd Sedalia, MO 65301	PHONE (A/C, No, Ext): (660) 827-2224	FAX (A/C, No): (660) 827-1785
	E-MAIL ADDRESS: agency-sed@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACUITY, A Mutual Insurance Company	14184
INSURED	INSURER B :	
Orion Golf LB, Inc. 1802 Stevens Bluff Lane Dallas, TX 75208	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	ZX1283	10/1/2025	10/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Liquor Liability						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						LIQUOR LIABILIT	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 1,000,000
	OWNED AUTOS ONLY / SCHEDULED AUTOS			ZX1283	10/1/2025	10/1/2026	BODILY INJURY (Per accident)	$ 1,000,000
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE	X	X	ZX1283	10/1/2025	10/1/2026	AGGREGATE	$ 1,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N / A		FC5355	1/1/2026	1/1/2027	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is an Additional Insured with respects to General Liability & Umbrella Liability, on a primary & non-contributory basis for ongoing & completed operations; waiver of subrogation included for certificate holder.

CERTIFICATE HOLDER

City of Lubbock
PO Box 2000
Lubbock, TX 79457

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Ann Bailey

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L.Compliance Certifications



Orion Management Solutions

hereby affirms that it has carefully reviewed and fully understands all requirements, terms, and conditions set forth in this Request for Proposal (RFP).

By submitting a response to this RFP, Orion Management Solutions agrees to comply with all applicable provisions contained therein, including but not limited to requirements related to insurance coverage, indemnification obligations, termination provisions, non-appropriation clauses, and any other contractual terms and conditions specified in the RFP or incorporated by reference.





Orion Management Solutions further acknowledges that, if selected, we are prepared to enter into a formal agreement consistent with the terms outlined in the RFP and will adhere to all obligations in good faith and in accordance with applicable laws and regulations.

This statement serves as a formal acknowledgment of understanding and a binding commitment to comply with the requirements of the RFP.

M. Additional Information

Increasing Sales (Other Profit Centers)

Food and Beverage – The Food and Beverage Department and its sales largely run in parallel with activity on the golf course. Once patrons make their way onto the golf course, there are many opportunities to increase revenue. The examples below will touch on play-related income and non-play-related income opportunities.

- Beverage Cars – When a golf course has substantial activity, beverage cars can be a nice additional revenue stream and a nice form of customer service. Beverage cars are stocked not only with beverages but snacks as well.
- Daily Specials – Taking advantage of items purchased for events or on specials from vendors allows the facility to run specials for each day. Customers will usually see this as a value because a fountain drink is combined with this package. For items left over from an event, the profit margin is 100%.
- Non-Golf Events – Hosting social functions or local Chamber or Rotary events and providing different food options for golf events allows patrons to see the variety of menu items available to potential customers

Practice Tee / Short Game Center – The Practice Tee and Short Game Centers are unique from many other facilities in the area. This amenity can be used to sway customers when they are torn between committing to Los Lagos Golf Course or another facility. One way to increase revenue in this profit center is to start a Teaching Academy. A teaching academy provides several benefits:

- It allows the facility to grow its golfers
- It allows the facility to promote other programs to a captive audience
- It increases the practice revenue
- It increases play at the facility

While a teaching academy is a good idea, it is not something the Head Golf Professional or General Manager has time to do. Their time should be spent driving activity to the facility and running the day-to-day operations. A Teaching Professional can be found and recruited to take on this program.

Additionally, staff members should be using suggestive selling techniques to increase practice revenues. Simply asking patrons if they want some practice balls for the range when they check in will increase sales if done consistently. This comes with training and the active management of a facility manager.

Merchandise – Merchandise is, and should be, another profit center. Staff can use suggestive selling techniques to enhance merchandise. However, most merchandise sales fall into three categories. First, there are sales to daily golfers, these are casual sales. Someone needs golf balls, a golf glove, or it's raining, and they need an umbrella. Those types of sales are going to be there if there is constant traffic, but they will never be significant. The second type is a tournament sale. They need balls, shirts, or something like shoes for their entire group. If the facility is willing to give them a fair price, they will place a big order. However, the margin will be slim (10- 20%), but all the facility is doing is pushing paper. Nothing is kept in inventory, and in almost all cases, the money is received before the invoice is paid. The final type of sale is the customer loyalty sale. This is the person who is a regular player, they bring guests out, they spend money in the food and beverage area, and they feel entitled to a better price than what is listed on the tag. Consequently, it is this same group who will use "their home course" to order corporate golf gifts for customers.

A facility that participates in all three of those practices sells more merchandise and makes more money than a facility that does not practice one or more of those techniques – it's that simple. Another benefit of participating in all three of those sales techniques is that the facility will either receive better overall pricing or a rebate at the end of the year for reaching certain sales goals. Some facilities will use tournament sales to keep the event at their facility because of the "great" price they are receiving on the tournament merchandise. A facility may lose a small percentage of profit on the merchandise, but they will keep the event at their facility – a willing trade-off!

Conculsion

Stay Close to the Customer – This is the one big reason Orion requires all its General Managers to work behind the counter at different times and on different days. Customers will tell you whether your pricing strategies are valid, they'll tell you what the competition is offering, and they'll tell you the flaws in your programming.

Adjust Prices and Programming as Needed – A facility can't be afraid to adjust its pricing up or down or make changes to the programs offered. Orion has always recognized this and adjusted both key elements yearly.

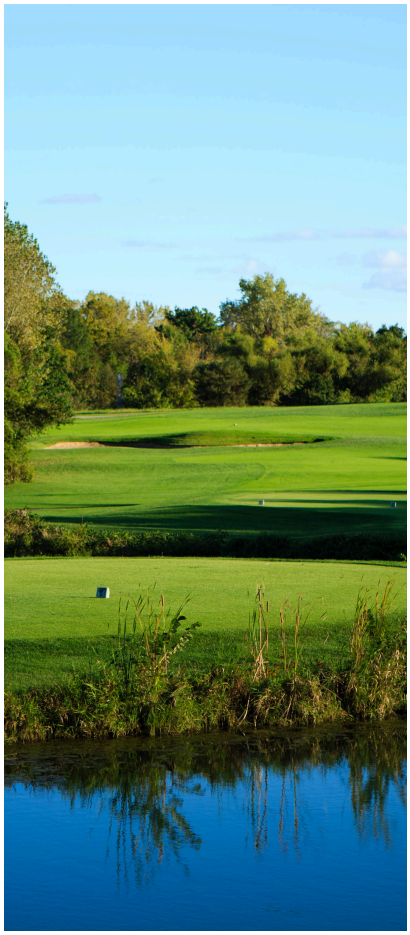
Relationships – There must be a relationship that is formed that encourages the customer to come back. Remembering players' names and what they like to drink, and offering to take the next step to make them feel comfortable. This can be done, or undone, by the staff members they meet. If a customer regularly spends money at your establishment, they want to be recognized for it. Establishing relationships with organizations will bring more play when opportunities arise – they will think of the facilities they already have relationships with first.

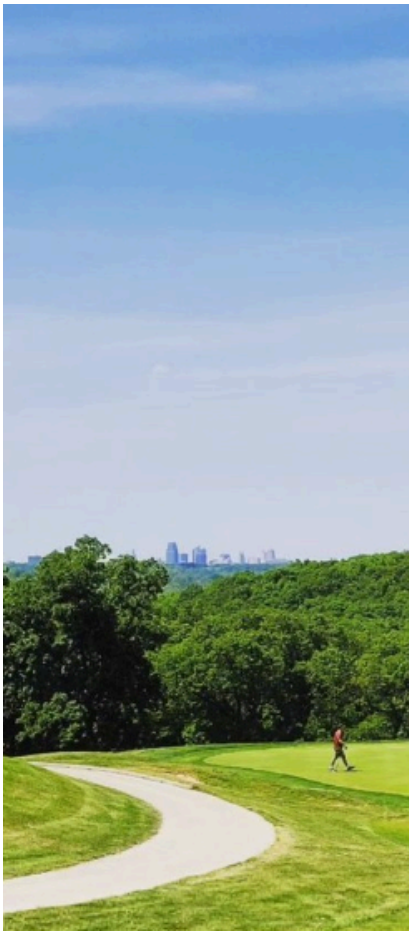
Staff Involvement – Staff must become involved to build play. This means going to organizations and offering to do the work for them in leagues or tournaments. As tournaments come to the facility, if they are struggling to get organized or find players, staff must step in and help. If a staff member helps save the day, the Event Coordinator will reward the facility with a return visit, regardless of the price. As stated earlier in this section, Orion has a proven track record of getting involved at the ground level.

Build In-House Promotions and Events – Building activities and events takes time, and at first, the facility may need to invest in establishing them. Administering and advertising a course-sponsored event gives the customers the feeling that they can have a "country club" experience without paying the country club price.

Track Advertising Used – Traditional advertising is changing daily, and its results change accordingly. A facility cannot be afraid to try new marketing avenues. Orion has always tracked events to find out how they heard about the facility, or visited with customers to determine how they came to visit.

Patience - A facility must be patient and confident that the fundamental business strategies listed above are correct and will win customers over time. If a facility's customers are built with the techniques listed above, it is better suited to sustain threats from other facilities.







Letter of Transmittal

April 7, 2026

VIA Electronic Submittal

City of Edinburg
Att: Lorena Fuentes, Purchasing Agent
415 W. University Drive
Edinburg, Texas 78539

RE: Request for Proposal No. 2026-010

Dear Ms. Fuentes:

American Golf Corporation is pleased to submit this response to the City of Edinburg's Request for Proposals for Golf Course & Operations Services for Los Lagos Golf Course & Ebony Hills Golf Course.

American Golf has built a solid operating foundation and assembled an exceptionally experienced team based on knowledge gained from more than 50 years operating golf courses and country clubs. The largest segment of our experience is operating public golf courses on behalf of municipal governments. American Golf specializes in municipal leases and management contracts with 36 of our 44 golf courses operated under long-term lease or management agreements with Cities, Counties, States, and related Park Districts.

American Golf is extremely experienced with the RFP's requested scope of services and is committed to fulfilling those required services with professionalism and courtesy. Our proposal is designed to provide Los Lagos Golf Course and Ebony Hills Golf Course with experienced, professional full-service golf course management on a long-term basis and to improve financial sustainability, course conditions and customer service at both facilities over the term of the agreement.

We believe both Los Lagos Golf Course and Ebony Hills Golf Course are prime locations to benefit from the implementation of our propriety Player's Club program to dramatically increase rounds, participation and revenue. We are confident that increased revenues combined with American Golf's professional and thoughtful expense management practices will significantly increase profitability and provide proceeds to the City for ongoing programming and capital expenditures. American Golf operates with an owner's perspective aligning our management practices with our client's interests.

On the following pages you will see details about American Golf's operating history and experience as well as details about our management and operating practices. American Golf has real examples of revenue increases upon assuming golf operations including a recent 27% revenue increase at Knabe Golf Center in Los Angeles after taking over management from a national golf management company. We expect similar percentage increases at Los Lagos Golf Course and Ebony Hills Golf Course.

Letter of Transmittal

The responding firm is American Golf Corporation and the primary contact person is Paul Ballam. Contact information is as follows:

American Golf Corporation
Paul Ballam
Senior Vice Present
700 Canal Street, 3rd Floor
Stanford, Connecticut 06902
PH: 703-772-3593
pballam@americangolf.com

Our goal is to maintain economically viable, affordable, accessible and sustainable golf operations to benefit the entire City of Edinburg. Thank you for the opportunity to submit this proposal and we look forward to working with you as the City performs the evaluation process.

Very truly yours,



Paul Ballam
Senior Vice President

Executive Summary

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. **The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.**

American Golf is particularly proud that it has recently, on October 1, 2025, expanded its relationship with Los Angeles County to extend the term of Lakewood Golf Course for an additional 15 years and added 2 new LA County courses, El Cariso and Victoria Golf Course for similar terms.

Additionally, since taking over operations in 2023 at Los Angeles County owned Alondra, Marshall Canyon and Knabe Golf Center, American Golf has dramatically increased revenue and participation at each of those facilities exemplifying American Golf's experience and proven approach to operating municipal golf courses as a good value and important public amenity.

- **Alondra revenue has increased 35% or $1.8 million over prior operations**
- **Marshall Canyon revenue has increased 59% or $1.47 million over prior operations**
- **Knabe Golf Center revenue has increased 27% or $181,000 over prior operations**

We expect similar positive results at Los Lagos Golf Course and Ebony Hills Golf Course.

Additionally, American Golf has recently extended two leases with the City of New York for the operations of Pelham Bay & Split Rock and Dyker Beach Golf Courses, facilities American Golf has operated on behalf of New York City since 1983.

A sample list of some of our clients is below:

County of Los Angeles	14 Courses	Lessee Since 1982
New York City	3 Courses	Lessee Since 1983
City of Long Beach	5 Courses	Lessee Since 1984
State of California	1 Course	Lessee Since 1985
City of San Leandro	2 Courses	Manager Since 1997
Ventura County	1 Course	Lessee Since 1996

American Golf employs just over 2,300 people and is one of the largest and most experienced operators of government-owned golf courses in the Country. American Golf specializes in municipal contracts with 36 of our 44 golf courses operated under long-term leases or management agreements with Cities, Counties, States, and related Park Districts.

American Golf is fully vested in every aspect of golf management. We have invested millions of dollars over the years to develop leading programs to increase community participation and generate additional revenue for our clients and partners. At American Golf we understand how to quickly adjust to current market conditions in an ever-changing social space. We cultivate databases of our local golfers,

tournaments, and private events to increase our understanding of, and penetration within, the local market.

With our background and resources, American Golf will ensure that Los Lagos Golf Course and Ebony Hills Golf Course play an ever-increasingly important role in providing compelling recreation and social options for City of Edinburg residents.

We are a full-service management firm whose services include:

- Operations
- Sales and Marketing
- Human Resources
- Internet/Online Management
- Staff Training
- Food and Beverage
- Revenue Management
- Agronomy
- Accounting
- Social Media Management
- Construction and Capital Management
- Merchandising
- Purchasing
- Risk Management

We believe Los Lagos Golf Course and Ebony Hills Golf Course are prime locations to benefit from the implementation of our propriety Player's Club program to improve player's experience and participation, resulting in increased revenue and participation. We are confident we can build upon Los Lagos' and Ebony Hills' past successes by implementing American Golf's proven operating strategies to increase revenue and utilization, provide high-quality course conditions, combined with thoughtful and efficient expense practices, and reduce operating costs with our exceptional national account pricing discounts on major equipment and operating supplies, as well as, dramatically decreased banking and credit card fees. Additionally, we believe American Golf's extensive experience managing and growing food and beverage and special event operations is a perfect fit to steward additional community and non-golf events to Los Lagos Golf Course and Ebony Hills Golf Course.

On the following pages you will see details about American Golf's operating history and experience as well as details about our management and operating practices. Our Fee Proposal and our operational goals and objectives reflected in our Financial Plan reflect our experienced confidence in the future of Los Lagos and Ebony Hills Golf Courses.

Experience and Qualifications

The responding firm is American Golf Corporation, established in 1973 and headquartered at 700 Canal Street, 3rd Floor, Stamford, Connecticut 06902. American Golf Corporation is a wholly owned subsidiary of Golf Entertainment Group, Inc. (GEG). The authorized representative for this proposal and any resulting contract is:

Paul Ballam
Senior Vice President
American Golf Corporation
700 Canal Street, 3rd Floor
Stamford, CT 06902
Phone: (703) 772-3593
Email: pballam@americangolf.com

Entity Type: Corporation (California)

Parent Company: Golf Entertainment Group, Inc. (OTC: GLFE)

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. **The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.**

Management Transition – Operations Support Team

American Golf has transitioned numerous golf course facilities into its portfolio over the years. We have the experience and operations support team to provide seamless transition and on-boarding services. We endeavor to interview existing candidates currently employed at Los Lagos Golf Course and Ebony Hills Golf Course who meet our criteria and integrate those teams with the American Golf team to build on past successes and continue to improve the operational standards for facility quality, customer service and operating results.

American Golf employes just over 2,300 people and our position as a leader in the industry has allowed us to develop and recruit some of the best people in the business, including the Operations Support Team that would seamlessly transition Los Lagos and Ebony Hills into the American Golf portfolio.

American Golf Operations Support Team

The following executives and regional personnel will provide direct oversight, resources and hands-on support to ensure a seamless transition and ongoing operational excellence at Los Lagos Golf Course and Ebony Hills Golf Course.

Mike Compton, *Chief Executive Officer*
Mike Compton has served as the Chief Executive Officer of American Golf since 2023. Prior to his appointment, Mr. Compton worked for the Chairman of the Board of Directors for seven years. His responsibilities included managing investments and operations for successful companies across hospitality, healthcare, sports, and entertainment industries. Mr. Compton holds an MBA from the Crummer Graduate School of Business at Rollins College and a BA from Rollins College.

Experience and Qualifications

Kyle Rickman, ***President and Chief Operating Officer***
Kyle Rickman has served as President and Chief Operating Officer of American Golf since 2023. Since joining the company in 2019, he has played a key role in driving growth, innovation, and operational improvements across the company's portfolio. Prior to joining American Golf, Kyle held leadership roles at Topgolf, where he contributed to the company's expansion and development.

Paul Ballam, ***Senior Vice President, Head of Real Estate & AGC Strategy***
Paul has been a member of American Golf's executive committee since 2014 and has led the company's national business development efforts since 2007. He brings over 20 years of experience in golf operations, acquisitions, and lease negotiations, with extensive experience partnering with municipalities to deliver capital improvements and professional golf management services.

Brian Bode, ***Vice President of Operations***
Brian serves as Vice President of Operations supporting American Golf's public golf courses and has been with the company for over 30 years in various management and regional roles. He is a Class A Member of the PGA of America and currently serves on the Board of Directors of the American Golf Foundation.

Scott Scozzola, ***Vice President of Business Development***
Scott brings over 25 years of experience in golf operations, management, and ownership. He previously served as General Manager of Brookside Golf Club at the Rose Bowl, where he enhanced operational performance and expanded large-scale event programming. In his current role, Scott leads strategic growth initiatives and partnerships for American Golf, with a focus on driving revenue and expanding the company's presence in the golf and hospitality sectors.

Rick Crowder, ***Regional Vice President – Revenue***
Rick brings extensive experience in hospitality operations and revenue management, with a background in both golf and hotel operations. He has a proven track record of improving operational performance and driving revenue growth, along with significant experience negotiating third-party agreements and optimizing business performance across multiple locations.

Mark Lilleberg, ***National Director of Agronomy***
Mark brings over 30 years of experience in golf course maintenance across public, municipal, and private facilities nationwide. His expertise includes course construction, irrigation systems, and agronomic program development. Since joining American Golf in 2010, he has played a key role in supporting superintendents and improving course conditions across the portfolio.

Mike Chicoine, ***Head of Construction and Project Development***
Mike leads construction and development initiatives for American Golf. With over 20 years of experience in construction, development, and real estate, he oversees capital projects and facility improvements across the portfolio.

Sue Scharf, ***National Director of Event Sales***
Sue brings over 15 years of experience driving event sales, building high-performing teams, and executing strategic sales initiatives within the hospitality industry. She has a proven track record of growing revenue and developing scalable sales operations.

Experience and Qualifications

Jorge Badel, ***Community Engagement Director***
Jorge leads community relations and partnership initiatives for American Golf. He previously served as Senior Golf Director for Los Angeles County Parks and Recreation, overseeing a 20-course system, including lease agreements, capital projects, and community engagement. Jorge brings extensive experience working with municipal golf systems and building strong relationships with local stakeholders.

Matt Walker, ***Director of Technology***
Matt has been with American Golf since 1998 and currently serves as National Director of Technology, overseeing all technology operations across the portfolio. He brings extensive experience in systems support, infrastructure, and operational technology solutions.

Experience and Qualifications

American Golf currently operates a diverse portfolio of golf facilities nationwide, with a primary focus on municipal golf operations.

Public – Municipal

1. **Alondra Park Golf Course**
   Lawndale, CA
2. **Anaheim Hills Golf Course**
   Anaheim, CA
3. **Chester Washington Golf Course**
   Los Angeles, CA
4. **Dad Miller Golf Course**
   Anaheim, CA
5. **Diamond Bar Golf Course**
   Diamond Bar, CA
6. **Don Knabe Golf Center & Junior Academy**
   Norwalk, CA
7. **Dyker Beach Golf Course**
   Brooklyn, NY
8. **El Cariso Golf Course**
   Sylmar, CA
9. **El Dorado Golf Course**
   Long Beach, CA
10. **Heartwell Golf Course**
    Long Beach, CA
11. **Knollwood Country Club**
    Granada Hills, Ca
12. **La Mirada Golf Course**
    La Mirada, CA
13. **Lake Forest Golf and Practice Center**
    Lake Forest, CA
14. **Lake Tahoe Golf Course**
    South lake Tahoe, Ca
15. **Lakewood Country Club**
    Lakewood, CA
16. **Los Verdes Golf Course**
    Rancho Palos Verdes, CA
17. **Maggie Hathaway Golf Course**
    Los Angeles, CA
18. **Marshall Canyon Golf Course**
    La Verne, CA
19. **Mission Trails Golf Course**
    San Diego, CA
20. **Monarch Bay Golf Club**
    San Leandro, CA
21. **Mountain Meadows Golf Course**
    Pomona, CA
22. **National City Golf Course**
    National City, CA
23. **Oso Creek Golf Course**
    Mission Viejo, CA
24. **Pelham Bay and Split Rock Golf Courses**
    Bronx, NY
25. **Recreation Park 18 Golf Course**
    Long Beach, CA
26. **Recreation Park 9 Golf Course**
    Long Beach, CA
27. **River Ridge Golf Course**
    Oxnard, CA
28. **San Dimas Golf Course**
    San Dimas, CA
29. **Saticoy Regional Golf Course**
    Ventura, CA
30. **Scholl Canyon Golf Course**
    Glendale, CA
31. **Skylinks at Long Beach**
    Long Beach, CA
32. **Victoria Golf Course**
    Carson, CA
33. **Vineyard at Escondido**
    Escondido, CA
34. **Waterview Golf Course**
    Rowlett, TX
35. **Westchester Golf Course**
    Los Angeles, CA
36. **Whittier Narrows Golf Course**
    Rosemead, CA

Experience and Qualifications

Public – Daily Fee

1. **Coyote Hills Golf Course**
   Fullerton, CA Public
2. **Lely Resort Golf**
   Naples, FL Public
3. **Lomas Santa Fe Executive Golf Course**
   Solana Beach, CA
4. **Rancho San Joaquin Golf Course**
   Irvine, CA

Private

1. **Los Coyotes Country Club**
   Buena Park, CA
2. **MountainGate Country Club**
   Los Angeles, CA
3. **The Classics Country Club**
   Naples, FL
4. **Tanoan Country Club**
   Albuquerque, NM

Financial and Legal Standing

American Golf is a well-capitalized organization with positive and growing free cash flow. American Golf routinely generates over $250 million in revenue annually and produces annual cash flows in excess of $20 million. American Golf funds its operations from internally generated cash flow and is not dependent on third-party funding. Please find three years of Profit and Loss Statements and Balance Sheets on the pages that follow.

American Golf is a party to lawsuits and claims arising from operations in the ordinary course of business. There are no lawsuits, legal actions or conflicts of interest which would affect our ability to enter into or perform under the proposed management agreement.

As noted above, American Golf specializes in municipal contracts with 36 of our 44 golf courses operated under long-term leases or management agreements with Cities, Counties, States, and related Park Districts. We understand the balance of operating a for-profit golf operation and providing meaningful and attractive public recreation options for City residents. We consult with our municipal partners to provide affordable access while mindfully managing so the golf courses are not a burden on our municipal partner's General Fund and are self-sustaining public benefit opportunities.

Experience and Qualifications

Included below and on the following pages are American Golf's most recent audited financial statements, along with third quarter year-to-date financials reviewed by a certified public accountant. Annual financial statements are audited as part of the company's standard year-end audit process.

American Golf Corporation
Consolidated Balance Sheet (dollars in thousands)

	September 2025	December 2024	December 2023
Assets			
Cash and Cash Equivalents	$ 32,295	$ 10,830	$ 2,218
Restricted Cash	599	692	1,289
Accounts receivable, net	11,316	6,066	7,623
Other current assets	69,801	69,793	52,432
Total Current Assets	114,010	87,382	63,562
Property and equipment, net of accumulated depreciation	43,757	41,406	42,901
Operating lease right-of-use assets	123,939	133,446	114,886
Intangibles, net of accumulated amortization	7,687	8,507	10,865
Other assets	13,999	15,556	10,255
Total Assets	**303,391**	**286,297**	**242,469**
Liabilities and Equity			
Obligations under finance leases	2,265	2,708	3,042
Membership deposit liabilities	33,812	33,457	26,323
Accounts payable and accrued expenses	33,100	30,343	21,403
Deferred revenue	18,541	17,300	13,357
Other current liabilities	17,847	17,829	8,372
Total Current Liabilities	105,564	101,636	72,497
Credit facilities and obligations under finance leases - noncurrent	2,334	3,596	5,772
Operating lease liabilities - noncurrent	103,990	114,506	106,308
Membership deposit liabilities, noncurrent	119,488	113,348	111,817
Deferred revenue, noncurrent	20,964	18,311	14,989
Other liabilities	-	-	-
Total Liabilities	**352,339**	**351,397**	**311,382**
Equity			
Preferred stock	-	-	-
Common stock	-	-	-
Additional paid-in capital	84,130	84,130	84,210
Accumulated deficit	(133,078)	(149,230)	(153,123)
Accumulated other comprehensive income	-	-	-
Total Equity	**(48,948)**	**(65,100)**	**(68,913)**
Total Liabilities and Equity	**$ 303,391**	**$ 286,297**	**$ 242,469**

American Golf Corporation
Consolidated Income Statement (dollars in thousands)

	YTD September 2025	Full Year December 2024	Full Year December 2023
Revenues			
Golf Operations	$ 172,466	$ 235,737	$ 257,412
Sales of food and beverages	18,822	28,487	26,913
Total Revenues	**191,288**	**264,224**	**284,325**
Operating expenses	136,828	211,590	228,307
Cost of sales - F&B	12,803	16,248	15,718
General and administrative	10,702	11,843	13,268
Depreciation and amortization	6,076	8,498	10,148
Pre-opening Costs	-	-	-
Impairment	-	-	471
Realized/unrealized G/L	-	-	-
Management fee to affiliate	-	-	-
Total Operating Costs	**166,408**	**248,178**	**267,912**
Operating Income / Loss	**24,881**	**16,046**	**16,414**
Other income (expenses)			
Interest/investment income	241	76	292
Interest expense	(10,114)	(13,735)	(6,991)
Other income/loss	1,145	1,506	4,624
Total Other Income (expenses)	(8,729)	(12,152)	(2,076)
Profit (Loss) before income tax	16,152	3,893	14,338
Income Tax	-	-	-
Consolidated net income/ loss	**$ 16,152**	**$ 3,893**	**$ 14,338**
Cash Flows:			
Net income (Loss)	16,152	3,893	14,338
Depreciation and amortization	6,076	8,498	10,148
Other Non-cash items	879	10,875	6,844
(Gain) Loss on lease terminations and impairment	-	1,649	471
Realized and unrealized (gain) loss on investments	-	-	-
Operating Cash Flow	**23,107**	**24,916**	**31,801**

Note: The 2024 and 2023 financial statements have been audited. The September 2025 year-to-date financial results have been reviewed by the company's auditors; however, the formal audit will be completed following year-end close.

Experience and Qualifications

Please find below contact information for references related to facilities operated by American Golf similar to Los Lagos Golf Course and Ebony Hills Golf Course. Also noted below is the length of time operated and size of the contract:

Name of Golf Course(s)	Name of Municipality	Contact Person / Phone	Project Scope
County of Los Angeles Alondra Golf Course Chester Washington GC Maggie Hathaway GC Diamond Bar GC Don Knabe Golf Center El Cariso GC Knollwood GC La Mirada GC Lakewood GC Los Verdes GC Marshall Canyon GC Mountain Meadows GC Victoria GC Whittier Narrows Golf Course GC	County of Los Angeles, California	**Norma E. García-González, Director** **County of Los Angeles Department of Parks and Recreation** PH: (626) 588-5382 negarcia@parks.lacounty.gov	Leases for the complete management and operation of the entire facility and golf course including capital improvement management. 2-50 Years Since 1982 $1m + Contracts
County of San Leandro Monarch Bay Golf Course (19 years) (Since 1997) $1m+ Contract	County of San Leandro, CA	**David Sams** **County of San Leandro Municipal Golf Advisor** PH: (510)-980-1148 Sams4munigolf@comcast.net	Management Agreement for the complete management and operation of the entire facility and golf course including capital improvement management.
County of Oxnard River Ridge Golf Course (10 years +) (Since 2019) $1m+ Contract	County of Oxnard, CA	**Steve Howlett** **County of Oxnard** **Asst. Public Works Director** PH: (805)-385-7830 Steve.howlett@oxnard.org	Management Agreement for the complete management and operation of the entire facility and golf course including capital improvement management.

Experience and Qualifications

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. **The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.**

American Golf is particularly proud that it has recently, on October 1, 2025, expanded its relationship with Los Angeles County to extend the term of Lakewood Golf Course for an additional 15 years and added 2 new LA County courses, El Cariso and Victoria Golf Course for similar terms.

Additionally, since taking over operations in 2023 at Los Angeles County owned Alondra, Marshall Canyon and Knabe Golf Center, American Golf has dramatically increased revenue and participation at each of those facilities exemplifying American Golf's experience and proven approach to operating municipal golf courses as a good value and important public amenity.

- **Alondra revenue has increased 35% or $1.8 million over prior operations**
- **Marshall Canyon revenue has increased 59% or $1.47 million over prior operations**
- **Knabe Golf Center revenue has increased 27% or $181,000 over prior operations**

We expect similar positive results at Los Lagos Golf Course and Ebony Hills Golf Course.

Additionally, American Golf has recently extended two leases with the City of New York for the operations of Pelham Bay & Split Rock and Dyker Beach Golf Courses, facilities American Golf has operated on behalf of New York City since 1983.

A sample list of some of our clients is below:

County of Los Angeles	14 Courses	Lessee Since 1982
New York City	3 Courses	Lessee Since 1983
City of Long Beach	5 Courses	Lessee Since 1984
State of California	1 Course	Lessee Since 1985
City of San Leandro	2 Courses	Manager Since 1997
Ventura County	1 Course	Lessee Since 1996

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- Revenue Management
- Agronomy
- Accounting
- Social Media Management
- Construction and Capital Management
- Merchandising
- Purchasing
- Risk Management

Food & Beverage & Event Experience

American Golf takes pride in the fact that we are responsible for over $40 million dollars in food and beverage sales across our portfolio. We provide everything from fine dining to large catering operations to sports bars and grab and go snack bars for our clients. The success of American Golf's food service operations is based on providing members and guests with consistently high-quality food and beverage products, combined with efficient and friendly service in attractive surroundings. This is accomplished through qualified regional support staff as well as food-service systems and standard operating procedures that have been developed and refined over the years.

We are committed to maintaining strict food safety and sanitation procedures. To do this, we require among other things that all F&B Managers and Chefs be Serv Safe certified, a designation that derives from responsible handling of food products. In addition, we employ the assistance of Ecosure Services, an independent company that provides regular health inspections. These inspections also provide hands-on educational training for our managers and staff on food safety and sanitation practices. In addition, co-workers receive on-going education regarding food codes, recommendations for improvements, and detailed reports for review.

Renovation, Design & Construction Experience

American Golf routinely invests its own capital in Capital Improvements across its portfolio of 36 leased and owned golf courses. From multi-million-dollar clubhouse renovations to golf course irrigation improvements, to snack bar and café transformations, our team has extensive experience implementing capital improvements of varying costs and complexities.

Our team is currently managing more than $12 million of capital improvements across our portfolio and has extensive experience working with Departments of Buildings, Departments of Environmental Protection and community boards in numerous jurisdictions. We make every effort to ensure no time is lost during permitting and approval for each project so that we can get to work bringing new social

and recreation opportunities to the citizens of the communities in which we operate.

Redefining the Experience

The establishment of technologically driven golf entertainment venues is helping reshape the "green grass" golf experience. Whether it be from music in the golf carts, driving range technology or modern food and beverage offerings, the "green grass" experience is changing at a very rapid pace. To that end, American Golf is on the leading edge of this change.



American Golf is the ONLY integrated golf course management and golf entertainment company in existence today. Merging the elements of technology with traditional golf is a challenging task. Working with our parent company, which operates golf entertainment venues with the goal of bringing golf experiences to more people in non-traditional and vibrant urban settings, AGC will continue to be on the leading edge of advancements in how to enjoy and experience the game of golf.

Management and Operations Plan

American Golf's business plans for Los Lagos Golf Course and Ebony Hills Golf Course are centered around six key areas: Golf Operations, Food and Beverage Operations, Environmental Sustainability, Golf Course Maintenance, Customer Service and Safety, and Community Relations and Public Programming. Each of these areas is outlined in detail below.

Golf Operations

Our golf operations strategy begins with the implementation of GOLF NOW 365, an integrated electronic tee sheet and point-of-sale system that enhances both operational efficiency and the overall guest experience.

American Golf utilizes GOLF NOW 365 to deliver the following benefits:

Reporting and Analysis: Enhanced reporting capabilities allow for detailed analysis of demand patterns, enabling real-time adjustments to pricing, tee sheet utilization, and overall business strategy. The system also supports daily reconciliation between tee sheet activity and sales, as well as improved cash handling oversight by on-site management.

Improved Customer Service: The system provides a seamless reservation experience, including automated confirmation, reminder, and follow-up communications. Integrated marketing tools allow for targeted promotions and coupon distribution directly through the point-of-sale system. In addition, pace-of-play tracking features help reduce delays and improve the overall flow of play.

Revenue Management

Smart, data-driven revenue management will be a key component of American Golf's operating strategy at Los Lagos and Ebony Hills Golf Courses. Through the use of dedicated personnel, advanced systems, and proven methodologies, we will optimize tee sheet utilization, increase participation, and drive sustainable revenue growth while maintaining broad public access.

American Golf utilizes a centralized team of Revenue Managers who work closely with on-site leadership to review tee sheet performance daily, analyze demand patterns, and implement pricing and marketing strategies. This approach allows for real-time adjustments that maximize utilization and improve overall course performance without compromising the quality of the golf experience.

Our integrated technology platform, including electronic tee sheets, point-of-sale systems, and online booking channels, enables rapid execution of targeted promotions and pricing strategies in response to changing market conditions. These adjustments are communicated across multiple channels, including online booking platforms, email marketing, and in-course promotions, ensuring that available tee times are effectively marketed and filled.

In addition, American Golf leverages advanced tools such as dynamic pricing platforms and tee time notification systems to further enhance utilization by connecting available inventory with active demand. These tools, combined with a robust customer database, allow us to efficiently match tee time availability with golfer demand.

American Golf also prioritizes digital marketing and search engine optimization to increase visibility and drive traffic to each facility. Revenue Managers work in coordination with corporate marketing and website teams to continuously refine online presence, improve search rankings, and enhance conversion across all digital channels.

Most of the industry only uses two metrics to evaluate their business (Rounds and Average rate). We use RevPar (Revenue per Available Round). First, we utilize a proprietary weather analysis tool to determine the amount of potential playable rounds available to golfers at the facility. Next comes RevPar. Revpar looks at the revenue earned per available playable round and compares that figure to the average daily rate at the facility and in the local market. This is the only true way to evaluate the business. Similar figures have been used for years in the hotel and airline industries.

Using RevPar and course performance in the local market as the guide, the Revenue management team determines what strategies need to be put in place at the facility. These may include one or all of Demand Creation, Demand Management, or Yield Management to answer the key question of "do you own the customer or does the customer own you?" Part of this process entails gathering data from all possible touchpoints and profit centers, not just the tee sheet. We look at spending for golf, driving range and F&B to develop a detailed spending analysis of each customer at the facility. This analysis will help drive marketing and pricing decisions for the future.



The Players Club

The golf industry continues to evolve, creating new opportunities to increase participation while maintaining accessibility. In response, American Golf has developed a "New Public Golf Model," which is currently implemented across the majority of our public facilities. This model is designed to enhance the overall guest experience, grow participation, and provide consistent, affordable access to the game.

A key component of this approach is The Players Club, American Golf's monthly subscription-based program. With over 20,000 members nationally, the program is designed to build loyalty, encourage repeat play, and support player development at the local level.

For a monthly fee, members typically receive access to practice facilities, off-peak playing opportunities at a nominal fee, and regular instructional clinics. These benefits are structured to introduce new players to the game, support skill development, and create a consistent connection to the facility.

The Players Club also serves as a platform for expanded programming, including leagues, instructional series, and community-based events, which help drive participation and create a more active and engaged golf community.

At Los Lagos and Ebony Hills Golf Courses, The Players Club will be supported by American Golf's marketing and revenue management infrastructure, allowing us to efficiently fill available tee times while reducing reliance on third-party distribution channels. This approach helps retain more revenue at the facility while improving the overall booking experience for guests.

Because the program is focused on practice usage and off-peak play, it is designed to complement, rather than compete with, traditional daily fee play. Specifically, it:

- Preserves peak tee times for full-fee players
- Encourages increased engagement and spend from mid-frequency golfer
- Provides an accessible pathway for new players to transition into regular play



The Players Club has been implemented across American Golf's portfolio over the past decade and has consistently driven increased participation, improved customer retention, and meaningful revenue growth at our public golf facilities.

The development of this program reflects years of operational experience combined with the integration of modern technology and data-driven decision making. It represents a fundamental evolution in how we engage with golfers, deliver the on-course experience, and manage utilization.

The Players Club is designed to benefit all stakeholders. Golfers gain affordable access and opportunities to improve their game, facilities benefit from increased utilization and customer loyalty, and team members are incentivized to support program growth and engagement.

Pricing - Ensuring Resident Affordability

American Golf's municipal golf course rate setting strategy is to determine rates annually based on market conditions, the competitive market and, informed by our sensitivity to the golf course being a community recreational assets, increases generally do not exceed changes in the local consumer price index (CPI).

American Golf understands that a municipal golf course is essentially an extension of a municipalities park and recreation system and residents should receive preferential access and rate treatment at their cherished community asset. Virtually all of our municipal lease and management contracts contain pricing oversight and approval rights for our municipal clients and resident pricing or resident discounts are key to our tee sheet management and overall revenue management strategies.

Marketing and Sales

American Golf's marketing and sales strategy is rooted in data-driven decision making, supported by a strong focus on guest experience and service. Our Revenue Managers work closely with the marketing team to analyze customer behavior, identify opportunities, and implement targeted strategies that drive participation and engagement. Key initiatives include:

- Management of all digital platforms, including website, email marketing, and point-of-sale systems, to ensure consistent messaging and a seamless guest experience
- Development of high-quality digital and on-site marketing materials to effectively promote programming and events
- Implementation of customer engagement initiatives to better understand guest preferences and identify target audiences
- Ongoing sales training and performance management for on-site teams to support event and program growth
- Customer retention programs designed to maintain long-term engagement with members and guests
- Outreach to American Golf's network of over 580,000 golfers and its established tournament database to drive additional rounds and event participation

The Los Lagos and Ebony Hills Golf Course teams will be supported by American Golf's internal marketing and event sales departments, ensuring that all materials, campaigns, and outreach efforts are professionally executed and aligned with the facility's positioning as a premier public golf destination.

Tournament Operations

American Golf is committed to operating Los Lagos Golf Course and Ebony Hills Golf Course in accordance with established tournament and league guidelines that prioritize access for the general public. We will manage tournament play thoughtfully to ensure that sufficient tee times remain available for daily public play.

Given the limited availability for tournaments and organized events, these opportunities will be scheduled and priced in a manner that reflects demand while maintaining a fair and transparent booking process. This approach helps balance the needs of event groups with the broader public's access to the course.

Golf Shop Retail

As a leading golf merchandise retailer with over $5m in annual sales and more than 40 golf shop locations, American Golf brings extensive experience in retail operations and merchandising strategy.

Our golf shops are supported by regional management and a national merchandise buying consortium, allowing us to optimize product selection, secure competitive pricing through vendor relationships, and maintain efficient inventory levels. This approach ensures each facility offers a well-curated mix of equipment, apparel, and accessories tailored to its customer base.

In addition, our team provides guidance on merchandising layout, fixture procurement, and in-store presentation to enhance both sales performance and the overall guest experience.

American Golf plans to offer a golf Pro Shop that is stocked with high quality brand name items at a fair price, thereby contributing to an overall quality experience. Utilizing out National Account buying power, American Golf will implement a buying plan that maximizes inventory turns and sell through of goods. Particular focus will be put into logo soft goods, hats, gloves, shoes, accessories, and other in demand retail items. Hard goods will be available for purchase through a customized special-order program. Through our partners we can obtain point of purchase materials and displays to promote products and increase the attractiveness of the merchandising experience. To monitor sales and inventory, our on-site team is required to perform a physical inventory and reconciliation on a monthly basis.

Food & Beverage Operations

American Golf generates over $40 million in annual food and beverage revenue across its portfolio, with offerings that range from casual grill concepts to full-service dining and large-scale catering operations. Our approach is designed to serve both golfers and the surrounding community, encouraging broader use of the facility as a social and recreational destination.

Food and beverage operations are also thoughtfully integrated into the overall guest experience, with bundled offerings and promotions that enhance value for golfers while supporting increased utilization of the facility.

To deliver this experience, American Golf leverages established food and beverage systems, procedures, and service standards that emphasize high-quality products, efficient service, and welcoming environments.

Food and Beverage Maintenance and Sanitation

We are committed to maintaining strict food safety and sanitation procedures. To do this, we require among other things that all F&B Managers and Chefs be Serv Safe certified, a designation that derives from responsible handling of food products. In addition, we employ the assistance of Ecosure Services, an independent company that provides regular health inspections. These inspections will also provide hands-on educational training for our managers and staff on food safety and sanitation practices. In addition, co-workers will receive on-going education regarding food codes, recommendations for improvements, and detailed reports for review.

Equipment and Facility Maintenance Standards

American Golf's standard is to provide high-quality day-to-day maintenance and service standards to ensure the product continues to develop and exceed guest expectations**.** The standard is to maintain the facilities and equipment in a manner to provide the front of the house and back of the house experience expected of a quality public golf facility in Los Lagos Golf Course's and Ebony Hills Golf Course's market segments.

American Golf utilizes Corrigo, a facilities and field service management software solution to facilitate strategic facilities management. It provides features including work order management, preventive maintenance scheduling, and asset management. This ensures our teams are on top of preventive maintenance schedules for course maintenance equipment, golf carts and clubhouse mechanical systems thereby reducing costs and expenses associated with premature repair and replacement of these critical items.

Environmental Sustainability

American Golf believes that managing golf courses carries the responsibility of Environmental Stewardship. We take this task seriously at each of our properties. American Golf's Agronomic Team is one of the most experienced teams working with diverse environmental conditions on golf courses. The team has been involved in a wide range of environmental practices that range from moderate pesticide use, absolutely no pesticide use on courses, 404 permitting and compliance, and ground water monitoring.

The following is a list of best practices to enrich the environmental stature of our golf clubs:

- **Water management** – continually improving the efficiency of the irrigation system by continuous Preventive Maintenance (PM) on the overall irrigation system, monitoring the water usage, testing water quality, using environmentally friendly amendments (wetting agents, gypsum, etc.) to help efficiently utilize water, continually monitoring the weather patterns, watering deep and infrequent.
- **Intergrated Pest Management (IPM)** – see section below.
- **Good Cultural Practices** – maintaining healthy turf is the best way to limit pesticide use, limit water use and allow for a great golf experience. This is accomplished with properly timed aerification, verticutting, topdressing and mowing.
- **Organic fertilizers** – Use soil and water testing to help develop an environmentally friendly fertilizer program that includes the use of organic fertilizers.
- **Curative use of Pesticides** – establishing threshold levels for diseases and insects and then treat spot areas for control and try to eliminate blanket applications when possible.
- **Spot treat areas** – including fertilizers, aerification, hand watering, and traffic control as tools for the superintendent to use to produce healthy turf.
- **Selecting the Right Turf Species** – by understanding the course and all the conditions that effect growing and maintaining healthy turf, we can select the best turf species for those conditions which will limit the use of chemicals and pesticides.

- **Educating the Community & Golfers** – the golf course is a wonderful tool to draw people in and provide them an understanding of the benefits the course provides to the environment. Appropriate signage should be placed on the course designating important environmental activities and our staff will work with the community and golfing public to better educate them on the "why" of golf course maintenance.

It is important when you make decisions to be more sustainable, that you take small steps and execute them well. Start small and get your team to buy in. Below are some initial steps we will ensure are in place at Los Lagos and Ebony Hills Golf Courses:

The Golf Couse

- Develop IPM plans
- Frequent calibration of fertilizing equipment
- Irrigation Audits
- Drain maintenance to protect groundwater and surface water
- Creation of buffer zones around waterways
- Recycling programs
- Habitat creation

Maintenance Area

- Mixing/Loading site for fertilizer and chemicals (SDS sheets, rinse shower, spill kits, aprons)
- Used oil containers (spill kits and training)
- Wash pads (proper drainage systems to prevent clippings to drain off)

Clubhouse

- Cart barn and clubhouse recycling program
- Evaluate landscapes for drought tolerant plants and drip irrigation
- Energy efficient lighting
- Low flow toilets/faucets
- Use of recyclable utensils, plates, cups, and containers

Integrated Pest Management (IPM)

IPM goals are to grow and encourage healthy turf grass and plants through proper cultural practices and to reduce use of pesticides, fertilizer, and water wherever possible. The first step in establishing our effective IPM program at Los Lagos and Ebony Hills Golf Courses is developing a good understanding of the property (soil types, water quality, weather conditions, turf types, major pest problems, etc.). Once we analyze this information we will establish thresholds for acceptable conditions at the course level and implement the appropriate IPM practices.

Scouting and monitoring is one of the main tools in an IPM program and this requires a team effort. The Golf Course Superintendent, Assistant Superintendent, Foreman and Teammates share the responsibility of checking greens, tees and fairways daily. During times when disease pressure is high, or stress conditions exist on a golf course, there are some areas (greens, tees, fairways, etc.) that will be the first to show signs of disease or stress, we call them indicator areas. They indicate conditions are present and control practices (cultural, mechanical, chemical, etc.) need to be implemented to help prevent or stop

turf loss. It may be that only certain areas will be treated depending on the acceptable threshold level (turf condition) established. We will use the irrigation system to maintain a healthy turf condition that is not too wet or too dry and will help prevent stress and weed invasion.

The best disease or stress prevention is healthy turf. This is accomplished by combining strong agronomic principles and sound IPM practices.

American Golf's Best Management Practices (BMP's) and Integrated Pest Management (IPM) techniques are focused on reducing pesticide applications throughout the golf course by employing strategic agronomic practices that promote turf health and vigor while minimizing stress. The following are a few highlights of our established BPM's that assist with our reduction of pesticide applications:

- Soil Fertility Testing through soil science laboratories – This information is used to develop fertility programs and identify fertilizer applications that promote turf health by specifically addressing nutrient deficiencies in the soil while simultaneously eliminating excessive nutrient application.
- Soil Moisture Management – AGC has implemented the use of digital soil moisture meters that are used to monitor, define, and manage irrigation applications to turf. This practice has assisted with overall reductions of irrigation applications while producing healthier turf.
- Strategic Cultural Programing – AGC continues to remain focused on insuring that our cultural programs (turf/soil aerification, mowing heights, top-dressing, seed variety selection, etc.) are directed at the site-specific requirements of each golf course to enhance turf health and vigor.
- Turf Disease Identification – While our disease tolerance thresholds are considered 'high', AGC regularly utilizes turf disease diagnostic laboratories to assist with correct turf disease identification (if present) and ensure that pesticide applications are specifically targeted at active pathogens.
- Advanced Pesticide Programing – AGC is recognized as an industry leader in pesticide application management programing. Our BMP's include OSHA's Hazard Communication Standard and Training Compliance, proper use of all personal protective equipment (PPE) identified on pesticide label, regular sprayer/application equipment calibration, rotation of pesticide chemistry to reduce application resistance, Certified Pesticide Applicator/Technician employed on staff, and pesticide storage and handling standards that exceed industry safety standards.

Water Conservation

Efficient water use on golf courses is not only environmentally responsible, but also an essential part of Integrated Pest Management (IPM) for promoting healthy turf-grass that is better able to tolerate environmental stress, resist pests, weeds and disease, and is required to minimize pesticide applications.

American Golf utilizes industry-leading turf-grass management strategies developed by the **United States Golf Association – Green Section**, the **Golf Course Superintendents Association of America,** and our internal agronomic teams that are designed to maximize both Irrigation Water Conservation and turf-grass quality.

Through daily and site-specific adjustments, American Golf Corporation will utilize the Computerized Central Control Systems in conjunction with the on-site Weather Station to apply the correct Evapotranspiration (ET) rates-based requirements for irrigation applications and water volume usage for the golf course. All primary irrigation applications will be made at night in order to limit evaporation and loss. Supplemental site-specific water applications will be made utilizing both in-field visual and technical (Spectrum Technologies – FieldScout TDR 350 - soil moisture meter) inspection techniques.



Daily Irrigation System and semi-annual Pump Station Preventative Maintenance Programs are performed to eliminate water waste, miss-application, and ensure irrigation water usage accuracy.

Turf-grass cultural management strategies such as regular core-aerification to relieve soil compaction, vertical mowing/de-thatching of turf-grass, and proper turf-grass fertility management programs are also utilized to provide the correct physical properties of the soil and turf-grass health to leverage rainfall and eliminate wasteful irrigation applications.

Golf Course Maintenance

Consistent course conditions are critical to creating a quality experience at any golf facility. For that reason, American Golf will provide a team of specialists that can support the existing team to deliver the most consistent product for Los Lagos and Ebony Hills Golf Courses and their golfers. American Golf will provide the resources and mentoring for the Superintendent and staff while at the same time improve course systems and procedures that will produce the consistent quality results the City of Edinburg is looking to achieve.

The golf course is an excellent facility that deserves consistent manicured conditions and attention to detail to give each guest a great experience when playing the course. American Golf provides a personalized approach with professionals that are committed to producing conditions that exceed expectations for public/municipal golf courses. American Golf provides established maintenance programs, best practices, sound business decision-making, training and multiple unique services to support our partnership with the Los Lagos and Ebony Hills Golf Courses.

We understand the level of maintenance and the attention to detail that is critical to the success in our current market. We also understand the response time needed to avoid turf challenges that exist on a daily basis. To obtain consistent success, systems and procedures are crucial and reduce the risk in the field. American Golf has decades of experience overseeing the maintenance of numerous golf courses throughout the country. We have the vision and passion to produce superior golf course conditions. American Golf offers a unique combination of expertise along with a proven track record of working in all facets of maintenance including agronomy, irrigation, equipment maintenance, business management, leadership skills, environmental practices and construction management.

Golf courses will still have challenges, but American Golf is better prepared to meet these challenges through the following:

- An experienced team of professionals.
- A resource library that can be available at a moment's notice.
- Networking with the company's superintendents and industry agronomists.
- Detailed record-keeping and information systems implemented at the course level.
- Course visits that identify current program successes and promotes incremental improvement upon each visit to the properties.
- Develop preventative maintenance (PM) programs that provide fact based historical data and accountability.
- Corrigo equipment management program to ensure proper warranty and preventative repairs
- Equipment replacement programs that meet course needs and financial business models.
- A thorough review and development of course maintenance plan and budget to maximize efficiency and raise course quality.
- Staffing requirements based on manpower studies and course particulars.
- Scheduling 101 - multi-tasking and process mapping to optimize staffing efficiency and output.
- A thorough review and planning with City of Edinburg to achieve the desired capital improvement strategy for the property along with project oversight.

Segmentation Standards

Segmentation Standards are simply our recipe for producing the product as it relates to daily golf course conditioning commensurate with the price being charged. The Segmentation Standards identify the specific maintenance job tasks and frequencies for a course (e.g. how often greens, tees and fairways are mowed). We have identified what tasks need to be accomplished and how often they need to be performed and we build our maintenance budget to account for the necessary resources needed to meet these Segmentation Standards. The Segmentation Standard for Los Lagos and Ebony Hills will be to maintain each of the golf courses at a level comparable to other local golf facilities with comparable offerings and fee structures and at levels expected of other City-owned facilities and grounds.

Hiring Smart

With our Segmentation Standards clearly identified, we hire teammates who have an appetite for getting their jobs done efficiently and effectively. Our internal training program teaches Superintendents how to hire their crews effectively. Achieving consistent product quality that matches customer expectations becomes much easier for those Superintendents who know how to resource and select their candidates properly.

Training

After hiring a teammate, we provide them with the right training to get the job completed to standard. We are fortunate to have a program called "Rising Stars" which is a comprehensive training program that systematically shows a teammate how to complete a specific task correctly. This training program was designed by Superintendents for Superintendents and was put into a format that helps keep consistency with the training method used throughout our portfolio. The training program also allows all teammates to develop their skills and gives them a sense of pride, accomplishment and a career path when they know they have done the job right.

Scheduling

We utilize rigorous and detailed labor scheduling to maximize our teammates talents during their shift. Through our "Weekly Workforce Planning Tool" we understand the number of hours we need to produce the desired product and staff the golf course properly. Good, consistent golf course conditions that meet or exceed expectations translate into satisfied golfers and drives our success.

Measurement

To measure the success of a Superintendent and his team, we use a proprietary measurement tool called the SUV (Standard Unit Visit). Regularly evaluating Superintendents' work product allows us to provide feedback and modifications to meet segmentation standards. Part of a Superintendent's compensation is based on passing the SUV, which is conducted without any notice to the Superintendents twice annually. No notice is given so we will see what the customer sees relative to product quality. Weekly course inspections are also conducted by the Superintendent and General Manager. Monthly course inspections are done by our Regional Superintendent.

Agronomy

While agronomic planning is as individual as the golf course itself, there are some basic strategies we feel are important to provide our guests with the best experience possible.

Each golf course develops their own agronomic plan based on climate, turf types, soil conditions, water source and more. Each plan will include cultural practices, fertility programs, preventative chemical applications and project management. The plans are reviewed by experienced Certified Golf Course Superintendents and monitored regularly for compliance and possible changes during the year based on weather, disease pressure, or other non-planned events. Simply put, an emphasis on the correct and diligent implementation of the agronomic plan is our formula for success.

Golf Course Maintenance Standards

American Golf places an emphasis on developing modern agronomic programs and creating consistent playing conditions. These agronomic programs are a baseline to promote consistency and best in class results. Moreover, they are developed to address and withstand the seasonal or weather variations, unique turf species and varieties habits, and address any present underlying conditions. Frequency of mowing will be subject to change depending on turf growth and health during different times of the year. Our Best Practices include efficient use of irrigation water, correct identification of disease and their thresholds, and integrated pest management. All contribute to successfully achieving best-in-class maintenance standards and the product quality expected by our members and guests. The goal is to produce a product that results in a quality experience for golfers and provides an aesthetically pleasing recreational amenity to the customers

<u>1. Greens, practice greens, and nurseries</u>

A. Mowing

- March-November: Mowing and/or rolling up to 7 times per week with the objective of meeting a green speed that meets or exceeds a stimpmeter reading of 9.5.
- December-March: Mowing and/or rolling as needed consistent with seasonal weather conditions.
- Mowing Heights .100" to .125" in-season and up to .150'-.200" off-season

B. Change cup locations on all greens and practice putting greens daily in season and three times or as needed weekly in the off-season, if weather conditions/ground-freeze allows.

C. Ball marks will be repaired daily. Efforts will be made to repair all damaged turf areas as quickly as possible.

D. Green aerification program may be based on ISTRC (International Sports Turf Research Center) surface displacement chart with a minimal annual surface displacement of 9.5%. Core-aerifications will be performed, typically up to two-times per year, while the turf is at peak growth and soil temperatures allow for proper turf recovery.

ISTRC

International Sports Turf Research Center

Aerification Displacement Chart

Tine Size	1.25" x 1.25" Centers	1.5" x 1.5" Centers	2.0" x 2.0" Centers	2.5" x 2.5" Centers	5" x 5" Centers
¼" Hollow Tines	3.14%	2.18%	1.23%	0.79%	
3/8" Hollow Tines	7.07%	4.91%	2.76%	1.77%	
½" Hollow Tines	12.57%	8.73%	4.91%	3.14%	
5/8" Hollow Tines		13.64%	7.67%	4.91%	
5/8" Hollow Vertidrain					1.23%
¾" Hollow Tines				7.07%	1.77%
¾" Hollow Vertidrain					1.77%
1" Hollow Tines					3.14%
1" Hollow Vertidrain					3.14%
7/8" Drill & Fill (7" Ctrs)					1.23%
Graden Verticutter (15 Blades @ 1" Spacings)	1mm Blade 3.93%	2mm Blade 7.87%	3mm Blade 11.81%		

Note: 1/4" Quadtines remove as much material as Regular 1/2" Hollow Tines
3/8" minimum for ease of topdressing fill if replacement of material is required
For double aerification make two passes at approx. 37° (slightly less than 45°) to minimize overlap

E. Top-dress all greens, practice putting greens, and nurseries:
- After any aerification performed with ½ or larger tines.
- As needed to maintain a smooth putting surface/ at bi-monthly during the growing season.
- Topdressing sand will be sand or a sand-organic mix the meets the USGA Greens Section specifications.

F. Light vertical mowing/grooming of all greens, putting greens and nurseries shall be performed bi-monthly during the growing season, or as appropriate, to provide smooth and true putting surfaces. Heavy dethatching shall be performed during the active growing season to promote turf health.

G. Spiking/Venting/Solid tining of all greens and practice greens shall be performed as needed between aerifications to maintain water infiltration rates.

H. Fertilization- All greens, practice putting greens and nurseries shall be fertilized with nitrogen, phosphorus, potash and other elements in the amounts needed, based on soil testing report findings, to provide quality turf, maintain color and growth without allowing for excessive or succulent growth. The goal being to provide the best possible putting surface and not to produce the maximum amount of growth or a specific turf color.

I. Fungicides- All greens, practice greens, and nurseries shall receive appropriate fungicide applications to prevent and/or control fungal disease activity.

J. Weed Control- All greens, practice putting greens and nurseries shall be maintained free of undesirable grasses and weeds. Pre-emergent herbicides shall be used as necessary to prevent intrusion into the greens of weeds difficult to eradicate, such as goosegrass, crabgrass, poa annua etc.

K. Insecticides- All greens, practice greens and nurseries shall be treated as necessary to prevent and/or halt insect damage.

2. Tees - All areas used for tee surfaces

A. Mowing-All tees shall be mowed at a height between 0.375" – 0.850" two to three times per week during the growing season. Consideration for mowing frequency will be provided for surfaces that are treated with Plant Growth Regulators (PGRs). Surfaces that have a growth rate controlled with PGRs will be mowed at a frequency that maintains the targeted mowing height. Mowing heights will be adjusted in the fall going into dormancy. Off-season will be performed as needed.

B. Topdressing- Divots filling will be performed at a frequency to promote healing of worn areas and to help maintain level tee surfaces. Holes shall be filled with sand after any aerification performed with 5/8" tines or larger.

C. Set-up- Tee markers, filling of divots, trash and all tee equipment shall be moved at a frequency that provides proper playing surfaces and supports turf health with a minimum of three (3) teeing areas with markers; used unless maintenance, safety or pace of play issues arise.

D. Fungicides- All tees shall receive appropriate fungicide applications to prevent and/or control fungal disease activity.

E. Weed control- The objective of the weed control program is to achieve weed-free playing surfaces. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on weed pressure and seasonality.

F. Vertical Mowing- All tees will be verticut/dethatched as required and at times, in conjunction with core-aerification.

G. Aerification- All tees will be aerified as needed to promote healthy and level tee surfaces. A combination of core-aerification and solid-tine aerification may be utilized to promote healthy turf. The aerification practices will take place when the soil temperatures and growth rates of the turf promote rapid response for healing. Aerification holes 5/8" or larger will be filled with sand.

H. Fertilization- All tees surfaces shall be fertilized with nitrogen, phosphorus, potash and other elements, based on soil testing report findings. The goal of the fertility program is to provide healthy and appealing turf, that allows for a true hitting surface on all tees.

3. Fairways- All Areas of play except greens, tees, rough and natural growth areas
   A. Mowing – All fairways shall be mowed two (with use of growth regulators) to three (without the use of growth regulators) times per week at a height between 0.424" – 0.650" April - October and mowed as needed, November - March and maintained at 0.650" – 0.825".
   B. Aerification- All fairways shall be aerified a minimum of once annually when soil temperatures and growth rates promote rapid response for healing. Special attention will be provided to settled areas during all mechanical practices to promote level playing surfaces (drain lines, irrigations lines, etc).
   C. Fertilization-All fairways shall be fertilized with nitrogen, phosphorus, potash and other elements, based on soil testing report findings. The goal of the fertility program is to provide healthy and appealing turf that allows for a smooth and consistent playing surface.
   D. Vertical Mowing- all fairways shall be verticut, as necessary, to control mat or thatch build-up.
   E. Weed Control- The objective of the weed control program is to achieve weed-free playing surfaces. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on weed pressure and seasonality.
   F. Fungicides- All fairways shall receive appropriate fungicide applications to prevent and/or control fungal disease activity.

4. Roughs- All turfed areas of play except greens, tees, fairways and transitional natural growth areas.
   A. Mowing- All roughs shall be mowed weekly during the growing season. Rough height shall not exceed 2.75" without direct approval. Rough mowing shall not be suspended for any tournament without such approval. The goal is to have clear and defined difference in the height of cut between the rough and the fairway.
   B. Aerification- Roughs shall be aerified to promote healthy turf.
   C. Fertilization- Roughs shall be fertilized with nitrogen, phosphorus, potash and other elements, the goal of the fertility program is to provide healthy turf that provides definition to the course.
   D. Weed Control- The objective of the weed control program is to achieve weed-free playing surfaces. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on anticipated weed pressure, activity of specific weed populations, and seasonality.

5. Planter- All areas planted with ornamental plants, not intended for golf play and having a definable border.
   A. Clean-up- All planters shall be maintained free of trash and debris
   B. Weed Control- The objective of the weed control program is to achieve weed-free areas. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on weed pressure and seasonality.
   C. Trimming- The plant material (trees, shrubbery, and ground cover) in the planters shall be trimmed to protect from wind, insect damage and for appearance.
   D. Plantings- Change annual plant material plantings a minimum of once per year.

6. Trees- All trees within the property lines of the golf course
   A. Pruning- All trees shall be properly pruned, for safety, playability, shade-reduction, and for protection from the wind and pest damage.
   B. Mowing- Large area mowers shall not be used within one foot of the trunk of any tree.
   C. Removal and replacement- All dead trees shall be removed, once permitted, as quickly as allowable.
   D. Downed Limbs – All downed limbs shall be removed quickly.

7. Irrigation- All equipment required to irrigate all areas of the property.
   A. As previously identified, American Golf utilizes industry leading technology and practices regarding irrigation water applications and target water use reductions (Examples: Turf Scout TDR-350 Digital Water Meter, POGO, or USGA Moisture Meter).
   B. Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis. Once completed and tested, irrigation repairs need to be made timely, backfilled, and covered within 48 hours.
   C. The golf course shall be irrigated as necessary to support proper growth of golf turf and associated landscaping.
   D. Drainage basins need to be routinely monitored and maintained free of debris that would slow drainage. Basins need to be maintained level and in a safe condition.

8. Cart Paths
   Maintain all cart paths in a safe and clean condition and repair promptly as needed.

9. Edging
   All sidewalks, patios and concrete paths must be kept edged. Edging around valve boxes, meter boxes, backflow preventers, etc. shall be done as needed to insure that there are no obstructions of play or maintenance from growth around these items.

10. Sand Bunkers
    All bunkers shall be raked mechanically and/or hand raked a minimum of 6 times per week in season and as-required in the off-season. Bunkers will be edged as needed, monthly between April and September, to maintain the appropriate boundary and definition between the turf and the bunker. Bunker surrounds will be blown to put sand back into the bunker that may have been blown out or dragged out by maintenance equipment. Bunker sand depth will be inspected regularly. Sand depth will be measured to ensure proper sand depths for safety and playability. Replacement of sand material in order to maintain the proper sand depths will be with the same or a compatible material to the existing bunker material.

11. Landscape Areas
    The various planting areas throughout the course shall be cultivated, weeded, and pruned on a regular basis with at least two replanting programs for annuals scheduled each year, depending on the length of the season.

12. Trash and refuse / Perimeter Maintenance
    A. Shall be collected daily and removed from within the property in a safe, sanitary and lawful manner as necessary to minimize or eliminate problems from refuse odors, insects, etc. Approved trash receptacles, including recyclable containers, shall be conveniently stationed at tee complexes and other appropriate areas and emptied daily.
    B. Trash shall not be allowed to accumulate in abandoned fixtures such as water cooler holders.
    C. Trash and refuse littered on and/or around the perimeter of the property will be removed in large sections daily with the goal of clearing the full perimeter on a weekly basis. American Golf will continue to safely remove discarded trash and debris, including but not limited to: bricks, siding, flooring, & siding, toilets, sinks, showers, plumbing materials, cabinets, roofing, and removed driveway and concrete.

13. Vertebrate pest control
    Shall be routinely performed throughout the property on and on-going basis, in such a manner that vertebrate pest populations are controlled.

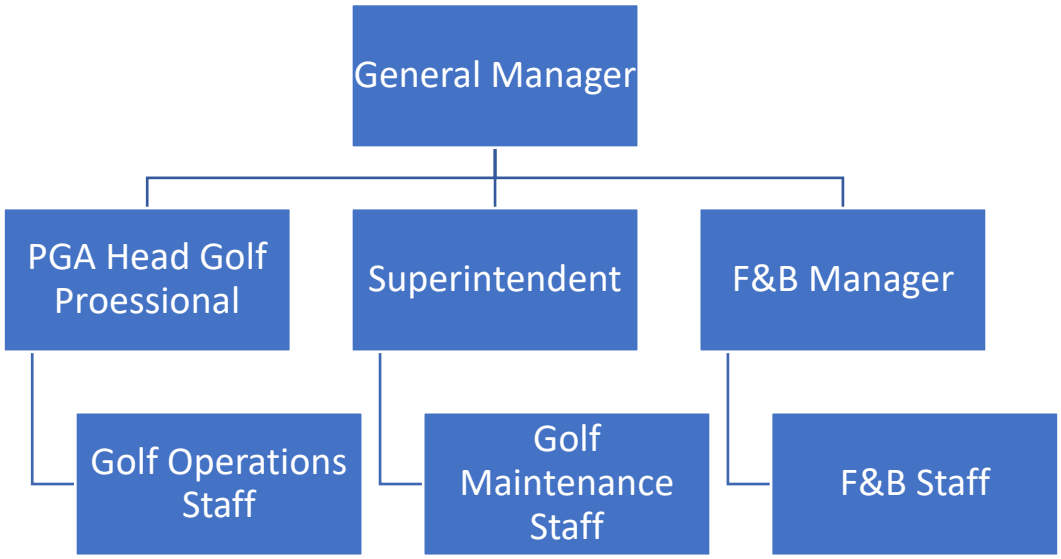
14. Soil Test
    Analysis will be performed annually by an industry recognized and approved professional laboratory.

15. Storage Tanks
    Testing and inspection of all storage tanks located on the property will be inspected routinely and per-code requirement(s) to maintain compliance with Local, State, and Federal guidelines. The testing performed by certified inspectors verifies that no leakage from such tank(s) has occurred or is occurring. Additional monitoring systems and waste petroleum product removal will meet code compliance requirements for functionality and removal.

Staffing Plan

American Golf has transitioned numerous golf course facilities into its portfolio over the years. We have the experience and operations support team to provide seamless transition and on-barding services. We are committed to interviewing the existing employees of Los Lagos and Ebony Hills who express interest in joining the American Golf Team to determine those candidates who meet our criteria. Our proposed organization chart for Los Lagos and Ebony Hills is as follows:

Management and Operations Plan



General Manager Qualifications

- Minimum of 5 years of General Manager experience, preferably in golf, hospitality, or service-driven environments
- 1–2 years of experience managing food and beverage operations of $1M or more
- 2–3 years of experience managing financials, including P&L statements
- Proven ability to develop and execute financial and operational plans
- Strong leadership, communication, and organizational skills
- Experience conducting performance evaluations and managing employee relations
- Proficiency in Microsoft Word, Excel, PowerPoint
- Experience with CRM systems, Point of Sale systems, and timekeeping platforms (ADP/Kronos preferred)
- Familiarity with collaboration tools such as MS Teams, Zoom, and Workplace
- Working knowledge of social media platforms including LinkedIn, Facebook, Instagram, TikTok, and others
- Knowledge of the golf industry
- PGA or LPGA certification

Customer Service & Safety

Training - Defining the Culture

At American Golf everything we do each day at our facilities is guided by our company's overall culture and our Purpose Statement "***Creating Enjoyment for Everyone We Serve***". At American Golf we have teammates not employees. We believe that our teammates are critical to the success of any property and value their participation in achieving the County's goals. Our Purpose Statement and Core Values of: ***Integrity, Team, Growing, Fun, and Safety*** allow our over 2,300 teammates to provide high levels of product quality, hospitality and service to all our clients while at the same time having the opportunity to grow personally and professionally in a fun and safe environment.

PURPOSE STATEMENT

Creating Enjoyment for Everyone We Serve

- We proudly serve to improve the lives of our members, guests, and teammates.

VALUES

INTEGRITY

- We act in a Manner That Builds Trust
- We live by our values and beliefs and never compromise

TEAM

- **T**ogether **E**veryone **A**chieves **M**ore
- We Act as One Team

GROWING

- We Win by Growing
- We strive to get better every day to improve our clubs and the lives of our teammates, members, and guests.

FUN

- We Create Exceptional Experiences
- We have members and guests, not customers.
- We have fun and exceptional experiences, not transactions.

SAFETY

- We Operate Safely
- We have a responsibility to create a safe environment for our members, guests, and teammates.

Customer Service

Consistent with our purpose statement, our customer service program focuses on each team member at the course working to implement our 3 Steps of Service: **Warm Greeting, Memorable Experience and Fond Farewell**. This is not just a program; it is the culture we have built at American Golf.

3 STEPS OF SERVICE

1. WARM GREETING

- Greet every member and guest with a big smile using their name when possible.

2. MEMORABLE EXPERIENCE

- Anticipate member and guests' needs, and act on them with a sense of urgency.

3. FOND FAREWELL

- Sincerely thank each member and guest for visiting and invite them back again.

American Golf views a guest's day at the course in terms of an experience. From the time they drive up in the parking lot to the time they drive out, our job is to create an enjoyable experience that creates loyal customers. We strive to accomplish that through the above mentioned "***3 Steps of Service*****".** As a Company, we are proud of the fact that we have had the opportunity to provide great experiences to our guests for the past 50+ years. **This pride is further reinforced by the fact that after 50 years we still have the privilege of operating our first portfolio course, Westchester Golf Course in Los Angeles.**

While driving revenue is key to our operating strategy, we continue to optimize the balance between Revenue and Service. Integrating these two elements is essential to consistent and sustainable revenue growth. Our key strategies revolve around:

- **Training**- The 3 Steps of Service are continually reinforced through training and during site visits from support staff.
- **Direct Customer Communication**- Our online tee sheet provides communication tools for confirmation and thank you emails to enhance the customers experience and gain feedback.
- **Uberall**- AGC utilizes Uberall to help manage the customer experience to provide real time feedback to our managers at their facilities.
- **TripleSeat**- National CRM tool to centralize and manage private event, member, and tournament contacts
- **Active Campaign**- Robust e-mail marketing platform that allows mass distribution and customized marketing approaches to our proprietary databases.
- **Contact Us**- Through all our online channels we provide mechanisms for customers to provide feedback and have procedures in place to respond.
- **Third Party Reviews**- General Managers, Revenue Managers, and Event Sales staff continually reference third party reviews for ratings and feedback including: Google, Greenskeeper.org, Yelp, Golf Advisor.

Operations Excellence – Training and Recognition

We believe that outstanding operations begin with outstanding people. With TEAM as one of our core values, American Golf understands that we can never be better than the team we assemble at our courses and clubs. Our philosophy is that quality local management is essential to successful guest service and financial results. To this end, our company relies on extensive teammate recruitment, selection and training processes to attract and retain the most talented, seasoned professionals from a variety of golf and hospitality disciplines.

Successful candidates who meet American Golf's stringent qualifications are entered into training programs designed to provide teammates with the skills and tools necessary to make good decisions, provide excellent customer service, take responsibility for their actions, and excel in the operating requirements of their respective positions. We utilize a variety of proprietary and industry-leading training and oversight tools to ensure our General Managers and their staffs provide quality customer service including:

Teammate Satisfaction/Retention

Well-trained and motivated teammates have been key to the success of American Golf's portfolio. In addition to hiring the right person for each job, American Golf provides both the training that results in top performance of that job, as well as, the training that will help the co-worker reach his or her full potential within the organization.

We strive to promote teammates from within to fill roles of increasing responsibility and offer a variety of personal and professional growth programs as well as continuing education programs that are designed to provide interested individuals with the skills and resources necessary to advance within the organization.

Complementing these comprehensive training and development programs are a variety of co- worker benefits. The company's benefits package includes both PPO and non-PPO medical plans, a dental plan, group term life and AD&D, long-term disability, a teammate 401(k) savings plan, holiday and vacation pay, and other important benefits.

General and Administrative

While the team members at the course are focusing on their operations and our purpose statement of "***Creating Enjoyment for Everyone We Serve***" behind the scenes American Golf has a corporate team that is focused on supporting the administrative tasks integral to any operation. Below is a partial list of those services.

Accounting, Reporting and Oversight

Los Lago's and Ebony Hill's GolfNow 365 POS systems will be linked to American Golf's central accounting department where all financial data will be further audited, and reports developed for distribution. These reports allow for daily tee sheet and sales report reconciliation audits by the General Manger and periodic audits coordinated by our Regional Vice President. Any deficiencies can be quickly resolved before significant issues arise.

We are flexible and uniquely experienced in accommodating the special needs of our clients, including the high-level of accountability and customized reporting required by municipalities. Being part of a publicly traded company American Golf's accounting practices are some of the most stringent in the golf industry. We can provide detailed monthly financial statements to all our clients on a routine and timely basis. We expect routine audits and will maintain excellent internal controls over recording and reporting revenue properly, to comply with the requirements of our operating agreements.

Budgeting and Business Plans

American Golf's budgeting and business planning process is led by our Financial Planning and Accounting team (FPA). Our planning focuses on each individual course's position in the market based on its value and attractiveness compared to similar properties with similar offerings, conditioning and rate structure. We determine areas of improvement to improve each properties position in their market segment to be the leader in that segment. Pricing is determined annually based on market conditions, the competitive market and generally does not exceed changes in the local consumer price index (CPI). All our general managers are challenged to find opportunities for increased revenue and efficiency goals without compromising quality. The entire process is designed to operate and manage our facilities with an owner's mentality and manage our client's dollars as they though they were our own.

Risk Mitigation, Loss and Liability Prevention & Safety

American Golf's legal department is the industry leader in golf course, real estate, retail, food & beverage, and service industry related matters. Our team in the field has access to this dedicated department to provide their expertise and support to their operations. The services of the legal department provide key benefits to ensure overall safety and success at the Courses. The legal team has been vigilant and proactive in risk management with their main objective to reduce the expenses and danger associated with risk.

Following are some key items we provide:

Loss and Liability Prevention

Maintain an aggressive and proactive liability prevention program that significantly reduces cost, unsafe conditions and legal exposure. This program, which begins with comprehensive training for General Managers and department heads, is supported by a specific and actionable follow-up process.

Safety

Teammate safety training is a key component of any safety program. American Golf's goal is to ensure all teammates receive initial, monthly, job-specific and refresher training as applicable to ensure a safe and healthy work environment for those we employ and serve. We are committed to the safety of our teammates and guests and strive to continue to reduce incidents, increase productivity, improve teammate morale and our guest's experience.

At American Golf we have designed a customized golf course safety training program for each department within our organization. Management is provided with a training structure and materials to ensure our teammates receive quality and effective training that exceeds local, state and federal training standards.

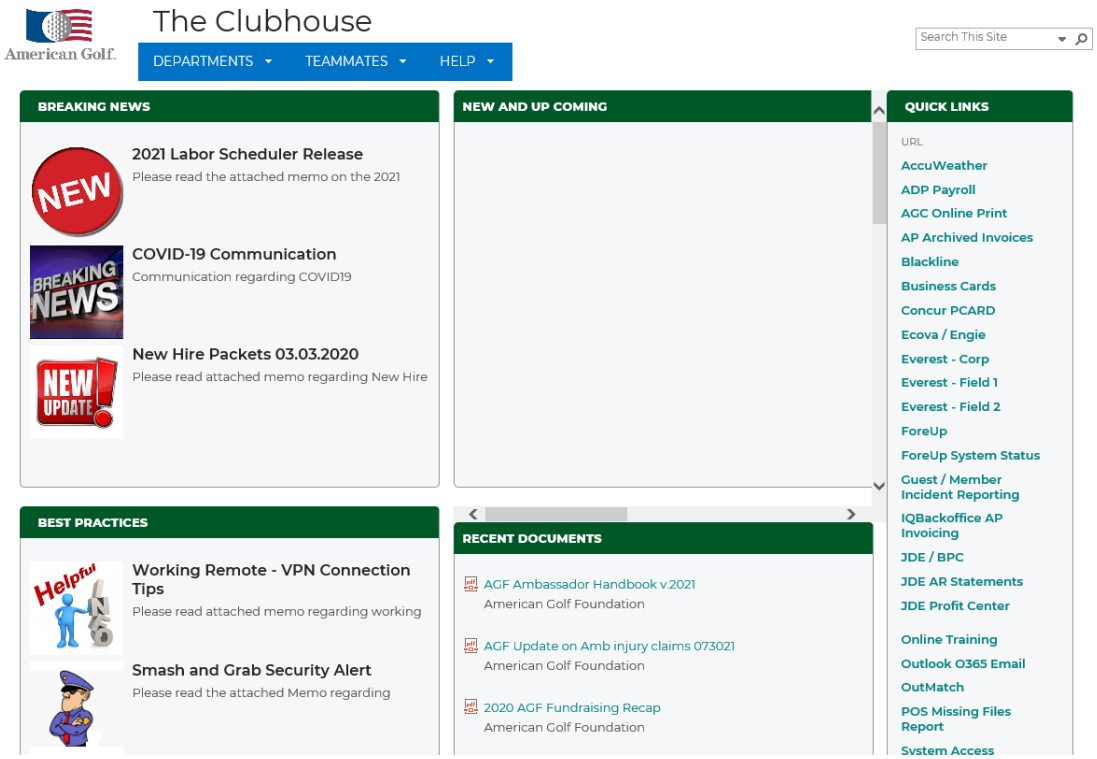
Although the training program has a strong foundation it is not considered all-inclusive. Management is encouraged to go beyond the training matrix and encompass location-specific safety topics into their meetings as necessary.

Key Components of our Safety program are:

- **Annual Safety Audits** performed to assess and prevent liability situations or defects from both a customer and teammate perspective
- **Management Incident Reporting** system to reduce false claims and aid in appropriate defense
- **Guest Incident Reporting** to aggressively adjust claims immediately
- **Safety Requirements** including steel-toed boots for all course maintenance staff, slip resistant floors in kitchen and food & beverage preparation areas, and the use of hard hats by all teammates working on the golf course

Company Intranet

The Clubhouse (American Golf Company Intranet) provides our team with access to all programs, accounting, financial reporting and sales management systems, and serves as a conduit to deliver important information to the field and provide electronic access to all documents and files related to best management practices, key policies, procedures, operating standards, tools and training.



In addition to The Clubhouse, American Golf's golf course Superintendents have access to the American Golf Superintendent Blog where they can share "Best Practices" along with finding useful training videos for both equipment operation and routine maintenance practices.



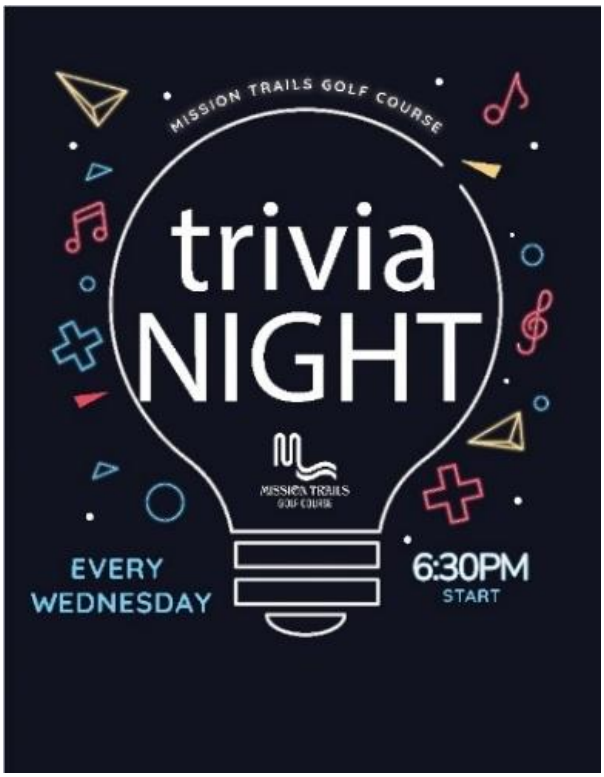
Community Relations & Public Programming

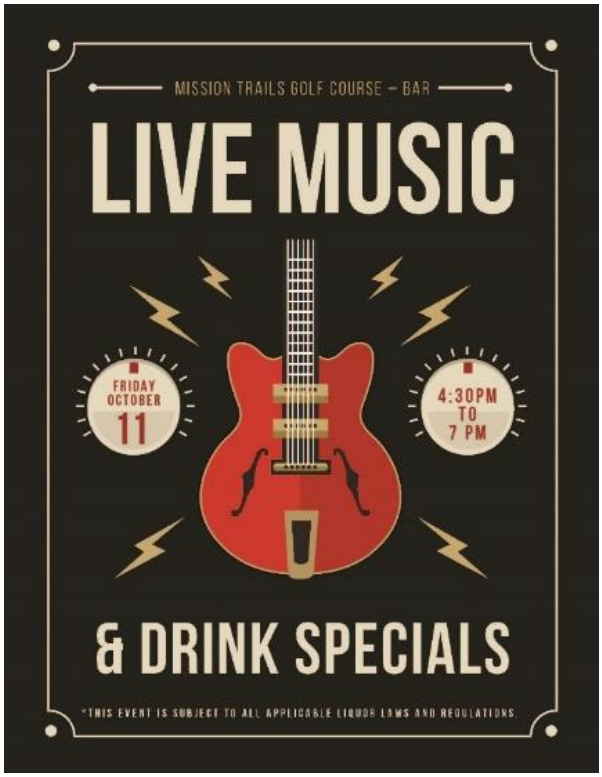
At American Golf we pride ourselves on being good neighbors and strong corporate citizens. At American Golf we believe being an active member of the local community is an important part to the overall success of any municipal golf facility. This entails working with local groups to ensure successful golf events and active participation in local civic and community organizations.



Additionally, American Golf believes that the golf course should be enjoyed by the entire community and has endeavored to develop new and exciting offerings and public programs to attract non-golfers to utilize this important community recreational asset. This entails hosting a variety of golf and non-golf events at the course to attract community members that may have never been to the course. These events can include everything from Easter Egg Hunts, Trivia Nights, Wine Tastings and movie nights to exploring alternative uses such as speed golf. We believe the more people in the surrounding community that enjoy the facility the more successful the property will be.

The following pages illustrate event concepts and a sample Calendar of Events.


MISSION TRAILS GOLF COURSE
trivia
NIGHT
MISSION TRAILS GOLF COURSE
EVERY
WEDNESDAY
6:30PM
START


MISSION TRAILS GOLF COURSE – BAR
LIVE MUSIC
FRIDAY
OCTOBER
11
4:30PM
TO
7 PM
& DRINK SPECIALS
*THIS EVENT IS SUBJECT TO ALL APPLICABLE LIQUOR LAWS AND REGULATIONS.


CALENDAR OF EVENTS
JANUARY
Weekly Players Club Clinics
FEBRUARY
Weekly Players Club Clinics
MARCH
Weekly Players Club Clinics
Annual Blood Drive
APRIL
Weekly Players Club Clinics
Couples Twilight League
Taco Tuesday Golf
MAY
Weekly Players Club Clinics
Couples Twilight League 9 & Wine
Taco Tuesday Golf
JUNE
Weekly Players Club Clinics
Couples Twilight League 9 & Wine
Taco Tuesday Golf
First Tee Fundraising Campaign
Nike Golf Camp
Movie Night
JULY
Weekly Players Club Clinics
Couples Twilight League 9 & Wine
Taco Tuesday Golf
4th of July Firework
AUGUST
Weekly Players Club Clinics
Taco Tuesday Golf
Nike Golf Camp
Players Club Summer Scramble
Movie Night
SEPTEMBER
Weekly Players Club Clinics
Taco Tuesday Golf
Couples Twilight League 9 & Wine
Folds of Honor Fundraising Campaign
OCTOBER
Weekly Players Club Clinics
Players Club Halloween Event
NOVEMBER
Weekly Players Club Clinics
Turkey Shoot
Election Day Voting
DECEMBER
Weekly Players Club Clinics
Toy Drive
Breakfast with Santa

Supporting The Communities We Serve

The Mission of the AG Foundation:

To promote the game of golf and its ideals through charity, education, and community service.

An important part of our culture is giving back to the communities in which we operate. This is accomplished through the AG Foundation. Created in 1995, the AG Foundation is a 501c3 and a 509 a2 public charity that works with municipal, resort and daily fee golf courses across the country to actively support a wide spectrum of worthy local and national non-profit organizations that make a difference in local communities. The Foundation mobilizes a dedicated team of 700 volunteer Ambassadors at host golf courses. Ambassadors donate their time, energy, skills and knowledge to conduct fundraising activities, participate in community outreach programs, educate guests on proper golf course etiquette, rules and safety, and help make the game of golf accessible to people of all ages and backgrounds. We would look to implement this program at Los Lagos and Ebony Hills for the benefit of the City of Edinburg and the enjoyment of the Los Lagos and Ebony Hills golfers.

$4.5 Million Donated in the Last 10 Years

AGF Partners:
SCGA Junior
Folds of Honor Foundation
Jordan & Kyra Memorial Foundation
American Red Cross and other disaster relief charities



Golf Instructional Programs

Our public golf courses offer instruction for students of all ages and levels who want to enhance their golf skills and strategy. These programs include weekly Players Club Clinics, PGA Junior League, hosting Southern California Golf Association (SCGA) Junior events and providing discounted range balls and green fees to SCGA Junior participants.

We envision similar player development and junior golf programs at Los Lagos Golf Course and Ebony Hills Golf Course as well as hosting local area school golf programs as we do at the vast majority of American Golf's courses.

In addition to the accessibility and instructional benefits of American Golf's **Players Club** Program, American Golf is dedicated to increasing access and interest in golf for all residents and visitors in the communities we serve. From our active involvement in First Tee and local youth and Park and Recreation Department Programs, American Golf designs outreach and instructional programs and partnerships to attract the entire community to the great game of golf.

Purchasing / National Account Pricing

Through our extensive network of vendor relationships American Golf has been able to obtain industry leading discount programs with most major vendors. As part of a management agreement with American Golf, the City of Edinburg will benefit from these discounts with drastically reduced costs for golf carts, maintenance equipment, irrigation system parts and dramatically reduced credit card processing fees. Below is a partial list of our vendors.

Additional Vendors

- EZ-Go Golf Carts
- Rain Bird
- Toro
- Syngenta
- GolfNow
- Simplot
- Entegra
- Harrell's

Financial Plan

Combined	Year 1	Year 2	% YoY	Year 3	% YoY	Year 4	% YoY	Year 5	% YoY
Green Fees	1,202,849	1,327,064	10.3%	1,456,613	9.8%	1,599,118	9.8%	1,755,890	9.8%
Cart Rental	349,054	388,807	11.4%	428,660	10.3%	472,598	10.3%	521,039	10.3%
Range	85,476	94,237	10.3%	103,896	10.3%	114,546	10.3%	126,287	10.3%
Players Club	377,055	527,877	40.0%	581,984	10.3%	641,638	10.3%	707,406	10.3%
Merchandise	113,938	119,635	5.0%	125,617	5.0%	131,898	5.0%	138,493	5.0%
Food	101,888	106,982	5.0%	112,332	5.0%	117,948	5.0%	123,846	5.0%
Beverage	157,633	165,515	5.0%	173,790	5.0%	182,480	5.0%	191,604	5.0%
Other	-	-		-		-		-	
Revenue	**2,387,893**	**2,730,117**	14.3%	**2,982,893**	9.3%	**3,260,225**	9.3%	**3,564,564**	9.3%
Cost of Goods	**144,130**	**151,337**	5.0%	**158,904**	5.0%	**166,849**	5.0%	**175,191**	5.0%
% of Revenue	*6%*	*6%*		*5%*		*5%*		*5%*	
Gross Profit	**2,243,763**	**2,578,780**	14.9%	**2,823,989**	9.5%	**3,093,376**	9.5%	**3,389,372**	9.6%
Payroll Expense									
Golf Payroll	112,126	116,051	3.5%	120,113	3.5%	124,316	3.5%	128,668	3.5%
Carts & Range Payroll	115,877	119,933	3.5%	124,130	3.5%	128,475	3.5%	132,972	3.5%
Course Maintenance Payroll	467,804	484,177	3.5%	501,124	3.5%	518,663	3.5%	536,816	3.5%
Food & Beverage Payroll	90,832	95,374	5.0%	100,143	5.0%	105,150	5.0%	110,407	5.0%
General & Administrative Payroll	109,912	113,759	3.5%	117,741	3.5%	121,862	3.5%	126,127	3.5%
Payroll Expense	**896,552**	**929,294**	3.7%	**963,250**	3.7%	**998,466**	3.7%	**1,034,989**	3.7%
Operating Expense									
General & Administrative	168,568	179,845	6.7%	188,954	5.1%	198,747	5.2%	209,287	5.3%
Facilities & Supplies	84,440	87,994	4.2%	91,706	4.2%	95,583	4.2%	99,633	4.2%
Repairs & Maintenance	368,428	384,385	4.3%	401,066	4.3%	418,505	4.3%	436,738	4.4%
Marketing	1,444	1,505	4.2%	1,569	4.2%	1,635	4.2%	1,704	4.2%
Technology	32,587	34,217	5.0%	35,927	5.0%	37,724	5.0%	39,610	5.0%
Operating Expense	**655,467**	**687,946**	5.0%	**719,223**	4.5%	**752,195**	4.6%	**786,972**	4.6%
Utilities	**146,375**	**150,766**	3.0%	**155,289**	3.0%	**159,948**	3.0%	**164,746**	3.0%
Leases & Rentals									
Cart Leases	84,340	86,448	2.5%	88,609	2.5%	90,825	2.5%	93,095	2.5%
Equipment Leases	33,933	34,782	2.5%	35,651	2.5%	36,543	2.5%	37,456	2.5%
Leases & Rentals	**118,273**	**121,230**	2.5%	**124,261**	2.5%	**127,367**	2.5%	**130,551**	2.5%
Controllable Operating Expenses	**1,816,667**	**1,889,236**	4.0%	**1,962,022**	3.9%	**2,037,975**	3.9%	**2,117,258**	3.9%
% of Revenue	*76%*	*69%*		*66%*		*63%*		*59%*	
Controllable EBITDAR	**427,096**	**689,544**	61.4%	**861,967**	25.0%	**1,055,401**	22.4%	**1,272,114**	20.5%
Property Taxes	-	-		-		-		-	
Insurance	68,379	71,798	5.0%	75,388	5.0%	79,158	5.0%	83,116	5.0%
Non-Controllable OpEx	**68,379**	**71,798**	5.0%	**75,388**	5.0%	**79,158**	5.0%	**83,116**	5.0%
Total OpEx	**1,885,047**	**1,961,034**	4.0%	**2,037,411**	3.9%	**2,117,133**	3.9%	**2,200,374**	3.9%
EBITDAR	**358,716**	**617,746**	72.2%	**786,579**	27.3%	**976,244**	24.1%	**1,188,998**	21.8%
Management Fee									
Management Fee	155,872	185,375	18.9%	205,966	11.1%	228,752	11.1%	253,961	11.0%
Total Management Fee	**155,872**	**185,375**	18.9%	**205,966**	11.1%	**228,752**	11.1%	**253,961**	11.0%
EBITDA	**202,845**	**432,371**	113.2%	**580,613**	34.3%	**747,492**	28.7%	**935,037**	25.1%
Capital Improvement									
CAPEX Reserve 2% of Revenue	47,758	54,602		59,658		65,205		71,291	
Total Capex	**47,758**	**54,602**		**59,658**		**65,205**		**71,291**	
Free Cash Flow	**155,087**	**377,769**	143.6%	**520,955**	37.9%	**682,288**	31.0%	**863,746**	26.6%
Metrics:									
Rounds Played	52,982	55,631		58,413		61,333		64,400	
GF/prnd	$22.70	$23.85		$24.94		$26.07		$27.27	
CF/Prnd	$6.59	$6.99		$7.34		$7.71		$8.09	
Merch/Prnd	$2.15	$2.15		$2.15		$2.15		$2.15	
Food/Prnd	$1.92	$1.92		$1.92		$1.92		$1.92	
Bev/Prnd	$2.98	$2.98		$2.98		$2.98		$2.98	

Financial Plan

Los Lagos	Year 1	Year 2	% YoY	Year 3	% YoY	Year 4	% YoY	Year 5	% YoY
Green Fees	932,830	1,022,279	9.6%	1,120,588	9.6%	1,228,651	9.6%	1,347,450	9.7%
Cart Rental	197,613	217,868	10.3%	240,200	10.3%	264,820	10.3%	291,965	10.3%
Range	85,476	94,237	10.3%	103,896	10.3%	114,546	10.3%	126,287	10.3%
Players Club	347,288	486,203	40.0%	536,038	10.3%	590,982	10.3%	651,558	10.3%
Merchandise	105,281	110,545	5.0%	116,072	5.0%	121,876	5.0%	127,970	5.0%
Food	71,088	74,643	5.0%	78,375	5.0%	82,294	5.0%	86,408	5.0%
Beverage	109,982	115,481	5.0%	121,255	5.0%	127,318	5.0%	133,684	5.0%
Other	-	-		-		-		-	
Revenue	**1,849,558**	**2,121,256**	14.7%	**2,316,425**	9.2%	**2,530,487**	9.2%	**2,765,321**	9.3%
Cost of Goods	**117,322**	**123,188**	5.0%	**129,347**	5.0%	**135,815**	5.0%	**142,605**	5.0%
% of Revenue	*6%*	*6%*		*6%*		*5%*		*5%*	
Gross Profit	**1,732,236**	**1,998,068**	15.3%	**2,187,078**	9.5%	**2,394,672**	9.5%	**2,622,716**	9.5%
Payroll Expense									
Golf Payroll	81,651	84,509	3.5%	87,466	3.5%	90,528	3.5%	93,696	3.5%
Carts & Range Payroll	84,151	87,097	3.5%	90,145	3.5%	93,300	3.5%	96,566	3.5%
Course Maintenance Payroll	318,769	329,926	3.5%	341,474	3.5%	353,425	3.5%	365,795	3.5%
Food & Beverage Payroll	63,375	66,543	5.0%	69,871	5.0%	73,364	5.0%	77,032	5.0%
General & Administrative Payroll	109,912	113,759	3.5%	117,741	3.5%	121,862	3.5%	126,127	3.5%
Payroll Expense	**657,859**	**681,834**	3.6%	**706,697**	3.6%	**732,479**	3.6%	**759,216**	3.7%
Operating Expense									
General & Administrative	118,819	127,426	7.2%	134,165	5.3%	141,423	5.4%	149,248	5.5%
Facilities & Supplies	51,053	53,606	5.0%	56,286	5.0%	59,100	5.0%	62,055	5.0%
Repairs & Maintenance	245,220	257,481	5.0%	270,355	5.0%	283,872	5.0%	298,066	5.0%
Marketing	875	919	5.0%	965	5.0%	1,013	5.0%	1,064	5.0%
Technology	16,294	17,108	5.0%	17,964	5.0%	18,862	5.0%	19,805	5.0%
Operating Expense	**432,261**	**456,540**	5.6%	**479,734**	5.1%	**504,271**	5.1%	**530,238**	5.1%
Utilities	**83,705**	**86,216**	3.0%	**88,802**	3.0%	**91,466**	3.0%	**94,210**	3.0%
Leases & Rentals									
Cart Leases	50,604	51,869	2.5%	53,166	2.5%	54,495	2.5%	55,857	2.5%
Equipment Leases	20,360	20,869	2.5%	21,391	2.5%	21,926	2.5%	22,474	2.5%
Leases & Rentals	**70,964**	**72,738**	2.5%	**74,556**	2.5%	**76,420**	2.5%	**78,331**	2.5%
Controllable Operating Expenses	**1,244,788**	**1,297,328**	4.2%	**1,349,790**	4.0%	**1,404,637**	4.1%	**1,461,996**	4.1%
% of Revenue	*67%*	*61%*		*58%*		*56%*		*53%*	
Controllable EBITDAR	**487,448**	**700,740**	43.8%	**837,288**	19.5%	**990,036**	18.2%	**1,160,720**	17.2%
Property Taxes	-	-		-		-		-	
Insurance	53,421	56,092	5.0%	58,897	5.0%	61,842	5.0%	64,934	5.0%
Non-Controllable OpEx	**53,421**	**56,092**	5.0%	**58,897**	5.0%	**61,842**	5.0%	**64,934**	5.0%
Total OpEx	**1,298,209**	**1,353,420**	4.3%	**1,408,687**	4.1%	**1,466,479**	4.1%	**1,526,930**	4.1%
EBITDAR	**434,027**	**644,648**	48.5%	**778,391**	20.7%	**928,194**	19.2%	**1,095,786**	18.1%

Financial Plan

Ebony Hills	Year 1	Year 2	% YoY	Year 3	% YoY	Year 4	% YoY	Year 5	% YoY
Green Fees	270,020	304,785	*12.9%*	336,025	*10.3%*	370,468	*10.3%*	408,441	*10.3%*
Cart Rental	151,441	170,939	*12.9%*	188,460	*10.3%*	207,777	*10.3%*	229,075	*10.3%*
Range	-	-		-		-		-	
Players Club	29,768	41,675	*40.0%*	45,946	*10.3%*	50,656	*10.3%*	55,848	*10.3%*
Merchandise	8,657	9,090	*5.0%*	9,544	*5.0%*	10,022	*5.0%*	10,523	*5.0%*
Food	30,800	32,340	*5.0%*	33,957	*5.0%*	35,654	*5.0%*	37,437	*5.0%*
Beverage	47,651	50,033	*5.0%*	52,535	*5.0%*	55,162	*5.0%*	57,920	*5.0%*
Other	-	-		-		-		-	
Revenue	**538,336**	**608,861**	*13.1%*	**666,468**	*9.5%*	**729,739**	*9.5%*	**799,243**	*9.5%*
Cost of Goods	**26,809**	**28,149**	*5.0%*	**29,557**	*5.0%*	**31,034**	*5.0%*	**32,586**	*5.0%*
% of Revenue	*5%*	*5%*		*4%*		*4%*		*4%*	
Gross Profit	**511,527**	**580,712**	*13.5%*	**636,911**	*9.7%*	**698,704**	*9.7%*	**766,657**	*9.7%*
Payroll Expense									
Golf Payroll	30,475	31,542	*3.5%*	32,646	*3.5%*	33,789	*3.5%*	34,971	*3.5%*
Carts & Range Payroll	31,726	32,836	*3.5%*	33,985	*3.5%*	35,175	*3.5%*	36,406	*3.5%*
Course Maintenance Payroll	149,035	154,251	*3.5%*	159,650	*3.5%*	165,237	*3.5%*	171,021	*3.5%*
Food & Beverage Payroll	27,458	28,831	*5.0%*	30,272	*5.0%*	31,786	*5.0%*	33,375	*5.0%*
General & Administrative Payroll	-	-		-		-		-	
Payroll Expense	**238,694**	**247,460**	*3.7%*	**256,553**	*3.7%*	**265,987**	*3.7%*	**275,773**	*3.7%*
Operating Expense									
General & Administrative	49,749	52,419	*5.4%*	54,789	*4.5%*	57,324	*4.6%*	60,039	*4.7%*
Facilities & Supplies	33,387	34,389	*3.0%*	35,420	*3.0%*	36,483	*3.0%*	37,577	*3.0%*
Repairs & Maintenance	123,208	126,904	*3.0%*	130,711	*3.0%*	134,633	*3.0%*	138,672	*3.0%*
Marketing	569	587	*3.0%*	604	*3.0%*	622	*3.0%*	641	*3.0%*
Technology	16,294	17,108	*5.0%*	17,964	*5.0%*	18,862	*5.0%*	19,805	*5.0%*
Operating Expense	**223,207**	**231,407**	*3.7%*	**239,489**	*3.5%*	**247,924**	*3.5%*	**256,734**	*3.6%*
Utilities	**62,670**	**64,550**	*3.0%*	**66,486**	*3.0%*	**68,481**	*3.0%*	**70,535**	*3.0%*
Leases & Rentals									
Cart Leases	33,736	34,579	*2.5%*	35,444	*2.5%*	36,330	*2.5%*	37,238	*2.5%*
Equipment Leases	13,573	13,913	*2.5%*	14,261	*2.5%*	14,617	*2.5%*	14,982	*2.5%*
Leases & Rentals	**47,309**	**48,492**	*2.5%*	**49,704**	*2.5%*	**50,947**	*2.5%*	**52,221**	*2.5%*
Controllable Operating Expenses	**571,879**	**591,908**	*3.5%*	**612,232**	*3.4%*	**633,338**	*3.4%*	**655,263**	*3.5%*
% of Revenue	*106%*	*97%*		*92%*		*87%*		*82%*	
Controllable EBITDAR	**(60,352)**	**(11,196)**	*-81.4%*	**24,679**	*-320.4%*	**65,366**	*164.9%*	**111,394**	*70.4%*
Property Taxes	-	-		-		-		-	
Insurance	14,958	15,706	*5.0%*	16,491	*5.0%*	17,316	*5.0%*	18,182	*5.0%*
Non-Controllable OpEx	**14,958**	**15,706**	*5.0%*	**16,491**	*5.0%*	**17,316**	*5.0%*	**18,182**	*5.0%*
Total OpEx	**586,837**	**607,614**	*3.5%*	**628,724**	*3.5%*	**650,654**	*3.5%*	**673,444**	*3.5%*
EBITDAR	**(75,310)**	**(26,902)**	*-64.3%*	**8,187**	*-130.4%*	**48,050**	*486.9%*	**93,212**	*94.0%*

Fee Proposal

Proposal

American Golf proposes a five year (5 year) initial term with three (3) two year (2 year) mutual option terms. The proposed annual fixed Management Fee of $120,000 to be payable in equal monthly installments of $10,000 per month. This fee will grow annually by the increase in the Consumer Price Index for Hidalgo County.

American Golf operated properties routinely operate with an EBITDAR margin in excess of 35% while providing quality service, course maintenance standards and a high-quality experience. We expect to increase revenue significantly at Los Lagos and Ebony Hills while also significantly improving the operating margin and net proceeds to the City as a result of our operating strategies outlined above.

As a performance incentive to improve financial sustainability and cost efficiency at Los Lagos and Ebony Hills, American Golf also proposes an Incentive Management Fee equal to 10% of positive EBITDAR annually.

EBITDAR is defined as all Revenue less Cost of Goods Sold less Payroll and other Operating expenses less Insurance expenses.

City retains all Free Cash Flow (after payment of the Management Fees).

Additional Information

Insurance

American Golf has uploaded its current General Liability and Property Insurance certificates as evidence of our ability to obtain required insurance coverage. Descriptions of risk-management practices can be found above in the Management and Operations Plan section of this response.

Addenda

American Golf acknowledges receipt of Addendum No. #1 dated 03/24/2026, Document 00900.

Compliance Certification / Management Contract Terms

American Golf anticipates the final form of Management Agreement to be substantially similar to the attached draft agreement. This form is typical of industry-standard golf management agreements providing for appropriate indemnification and operating account funding procedures. We are happy to discuss and negotiate contractual terms and conditions during the negotiation process.

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of _____, 202__ (the "Commencement Date") by and between _____, a _____ limited liability company ("Owner"), and AGC Management, LLC, a Delaware limited liability company ("Manager").

RECITALS

A. Manager, together with its affiliates, is engaged in the ownership, management and operation of golf courses and country clubs throughout the United States.

B. Owner owns that certain real property located at _____ (the "Facility").

C. Owner desires to utilize the services and expertise of Manager in the management, and operation of the Facility, and Manager desires to render such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and Manager hereby amend and restate the Initial Agreement in its entirety and agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, terms not otherwise defined in the body of this Agreement shall have the respective meanings set forth in Exhibit "A" to this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall commence on the Commencement Date and shall continue for a period of _____years (the "Initial Term"). The parties may mutually agree to a _____year extension at the end of the Initial Term, by agreeing writing to such extension no later than ninety (90) days prior to the conclusion of the Initial Term. The parties acknowledge and agree that the "Commencement Date" is _____, 202_.

ARTICLE 3 - OPERATING RESPONSIBILITIES

3.1 **Grant to Manager**. Except as otherwise expressly provided in this Agreement, Owner grants to Manager the right to manage and operate the Facility pursuant to the terms of this Agreement, and Manager agrees it will manage and operate the Facility in accordance with the approved Annual Plan, and in a manner comparable to and consistent with the management and operational practices of Comparable Facilities (except as otherwise set forth in this Agreement). Manager shall perform its services in a timely and diligent manner. Without in any way limiting Manager's right to manage and operate the Facility in accordance with the terms of this

Agreement, Manager, with the approval of Owner and in accordance with the terms of this Agreement, shall have the authority and responsibility to: (a) implement each approved Annual Plan; (b) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Facility and all matters affecting customer relations; (c) hire, train, and supervise the general manager, course superintendent, and all Facility employees; (d) supervise and direct all phases of advertising, sales, marketing and business promotion for the Facility; and (e) establish payroll procedures and functions for the Facility . To the extent the foregoing duties are discussed, detailed or included in the Annual Plan, Manager will carry out such duties consistent with the Annual Plan. Owner agrees it will reasonably cooperate with Manager to permit and assist Manager to carry out its duties under this Agreement provided Manager provides reasonable advance notice for such cooperation and assistance.

3.2 Annual Plans.

3.2.1 *Preparation*. Manager will submit to Owner at least thirty (30) days in advance of each Operating Year an "Annual Plan" consisting of (a) a budget which shall include for the ensuing year estimates covering the projected revenues of the Facility (broken down on a line item basis) and the projected expenditures for (i) property operation and maintenance, (ii) Capital Improvements which constitute normal repairs, replacements, and alterations for the Operating Year after the Operating Year which the Annual Plan otherwise covers, (iii) Furnishings and Equipment and Operating Inventory, (iv) advertising, sales, and business promotion and (v) employee Compensation and (b) an operating/business plan for the Facility setting forth a marketing and promotions plan, a schedule of proposed golf charges, an operating schedule (which shall include hours of operation and staffing levels), a maintenance plan, and to the extent applicable, membership sales plans, membership dues and initiation fee schedules. Owner acknowledges that the Annual Plans and budgets and operating/business plans contained therein are estimates, and will not and do not constitute a guarantee of the actual revenues or expenses of operating the Facility. The parties understand that, as provided in Section 10, budgets for Major Capital Improvements will be treated separately and will not form part of the Annual Plans. The Plan for the initial Partial Year, beginning on the Commencement Date and concluding on Decemnber 31, 2020, is attached as Exhibit "B" to this Agreement.

3.2.2 *Approvals*. Each Annual Plan shall be subject to the prior written approval of Owner, and the new Annual Plan for a given Operating Year cannot go into effect without such approval from Owner, such approval not to be unreasonably withheld. It is contemplated by the parties that the Annual Plan will be agreed upon by the parties not later than fifteen (15) days following delivery of the Annual Plan by Manager to Owner. If Owner fails to advise Manager of any objections to the Annual Plan within such 15-day period, then Owner shall be deemed to have approved the Annual Plan as submitted. In the event of a dispute with regard to an Annual Plan, the parties shall use good faith efforts to resolve such dispute. Pending the resolution of such dispute, Manager shall continue to manage and operate the Facility in accordance with the standards set forth in this Agreement and the most recent approved Annual Plan, as it may have been mutually amended by the parties during the preceding year in accordance with the Agreement, at a level of expenditures comparable to those of the preceding year subject to reasonable increases in Operating Expenses requested by Manager due to (a) increases in the number of members or guests using the Facility, (b) increases in Gross Revenues, or (c) other matters beyond the reasonable control of Manager (e.g., without limitation, increases in utility charges, etc.). Once

approved, Manager may propose amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Manager, at the time the Annual Plan was prepared. Any such proposed amendments or revisions shall be submitted in writing and shall be subject to Owner's prior approval.

3.2.3 *Compliance*. Manager shall comply, to the extent reasonably and commercially practicable, with the applicable Annual Plan. If Manager reasonably anticipates that Operating Expenses will exceed amounts so budgeted in the Annual Plan for a given Operating Year, it shall promptly notify Owner of the same.

3.2.4 *Emergency Expenditures*. Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions as may in its reasonable discretion be required (including expending any funds reasonably necessary to respond to such condition or event); provided, however, that Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures).

3.3 Technical Assistance Services. During the Term, Manager will provide, as needed, certain supervisory and consulting services to the Facility from Manager's regional and corporate technical assistance services program, including business planning and budgeting, training, security, marketing and sales, central purchasing, merchandising, food and beverage, maintenance, human resources, and legal compliance. Except as provided in Section 3.4 below, these services will be provided by Manager without any additional charge to Owner.

3.4 Special Consulting Services. In addition to the services described in Section 3.3 above, upon Owner's prior written request and approval, Manager may provide to the Facility additional consulting services not contemplated by this Agreement which would not otherwise be performed in the ordinary course of day-to-day operations of the Facility, including but not limited to special legal consultation, construction and design consultation and construction supervision related to Major Capital Improvements ("Special Services"). Upon Owner's written request for the performance of a Special Services project, Manager shall prepare a scope of work and budget and submit to Owner for review and approval. Manager shall not commence any Special Services project without Owner's prior approval.

3.5 Responsibilities of Manager. Without in any way limiting Manager's right and obligation to manage and operate the Facility in accordance with and subject to the Annual Plan, Manager shall, in its own name or in the name of Owner or as the authorized agent of Owner, perform the following services, or cause the same to be performed for the Facility:

(a) enter into contracts for the furnishing of utilities and maintenance and other services to the Facility, in Owner's name as its authorized agent;

(b) make all repairs, decorations, revisions, alterations and improvements to the Facility as shall be reasonably necessary for maintenance of the Facility in good and sanitary order, condition and repair;

(c) incur such expenses as shall be necessary for the operation and maintenance of the Facility to the quality standards contemplated by this Agreement and the Annual Plans, including without limitation incurring lease expenses for Furnishings and Equipment and costs for Operating Inventory, expenses for insurance premiums in accordance with insurance coverage required hereunder, and payment of attorney's fees and other costs of legal compliance;

(d) maintain a level of Operating Inventory necessary to satisfy the quality standards contemplated by this Agreement and the Annual Plans and to supply the needs of the Facility and its customers;

(e) apply for, and use its commercially reasonable efforts to obtain and maintain, in addition to the liquor license described in section 3.8 below, all licenses and permits reasonably required by Owner (or by applicable Legal Requirements) in connection with the operation and management of the Facility, in Owner's name or in Manager's name or Manager's affiliate's name as may be applicable; and Owner agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects, with Manager in the application for, and obtaining and maintenance of, such licenses and permits;

(f) use its commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Facility as shall be reasonably necessary to comply with all Legal Requirements, and to discharge any lien, encumbrance or other charge on the Facility, including hiring legal representation and paying atorney's fees, as an Operating Expense of the Facility, as necessary to comply with Legal Requirements and defend the Facility against legal claims.

(g) maintain a method of accounting in accordance with generally accepted accounting principles consistently applied ("GAAP") which accurately reflects the Gross Revenues and Operating Expenses and disbursements of Manager in connection with the Facility's operations.

3.6 Personnel.

3.6.1 *General*. Manager shall employ all of the employees of the Facility, and all such employees shall be deemed employees of Manager and not employees of Owner or joint employees of Owner and Manager. Manager shall recruit, hire, train, discharge, promote and supervise the management staff of the Facility (i.e., the general manager or course manager, the assistant managers, the course superintendent, department heads and other key personnel), and Manager shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees of the Facility. For a period of one year after the date of termination of this Agreement pursuant to Section 7.1, Owner shall not solicit or hire as an independent contractor, consultant or employee any general manager or superintendent hired or employed by Manager after the Effective Date for the Facility, without the written consent of Manager; provided however, Owner may solicit or hire or engage any general manager or superintendent employed at the Facility prior to the Effective Date without the consent of Manager. In the event that Owner is dissatisfied with the performance of any Manager personnel, the following procedure shall be followed: (i) Owner shall communicate any complaints regarding personnel below the rank of general manager to the general manager and shall communicate

complaints regarding the general manager to Manager's regional manager for the region in which the Facility is located, and (ii) Manager shall reasonably and promptly investigate and take appropriate action, as determined by Manager, with respect to Owner's complaints. All employees of the Facility shall be properly qualified for their positions. The Compensation of the management staff and all other Facility employees shall be an expense of the Facility payable by Owner in accordance with this Agreement.

3.6.2 *Benefit Plans*. Manager shall have the right to provide eligible employees of the Facility with profit sharing and other employee retirement benefits and disability, health and welfare benefits and other benefit plan or plans now or hereafter available to employees of Other Manager Facilities and to charge the Facility with its allocable share of such Manager plan or plans.

3.6.3 *Temporary Assignment of Other Manager Personnel*. If Manager shall reasonably deem it advisable, and after Owner's prior approval, Manager may temporarily assign to the Facility the general manager, the head golf professional and other members of the management staff from the employees of Manager or Affiliates of Manager or from the staff of Other Manager Facilities. During such time as these employees are temporarily assigned to the Facility, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Facility shall be an expense of the Facility.

3.7 Restrictions on Use of Facility.

(a) The Facility shall be used solely for the operation of a golf club, and to the extent applicable, a retail golf shop, bar and restaurant, banquet facility, driving range and such other uses and amenities as may be approved by Owner and are compatible with the operation of a golf course including, by way of illustration and not limitation, a golf school, a health spa, a sports and entertainment facility and convention facilities.

(b) Manager agrees not to willfully carry on any dangerous activity at the Facility, or to use the Facility for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by Owner or Manager. Manager shall cause the Facility to comply with all Legal Requirements relating to the condition, use and occupancy of the Facility.

3.8 Liquor License. Manager shall, as an expense of the Facility, maintain the current liquor license issued by the State of _____ in Owner's name (or in Manager's affiliate's name, in the event that Manager already held a liquor license for the Facility prior to the Commencement Date), permitting the sale of alcoholic beverages (including beer, wine and liquor) at the Facility. Manager's affiliate, as Owner's agent, shall be solely responsible for liquor sales at the Facility and agrees to comply with all requirements of the rules and regulations of the State of _____ governing the sale of alcoholic beverages. As an expense of the Facility, Manager shall maintain (and Owner shall reasonably cooperate with Manager in maintaining) the liquor license(s) in good standing, pay all required fees in connection therewith, and otherwise insure the proper right and permission to sell alcoholic beverages at the Facility.

ARTICLE 4 - INSURANCE

4.1 Coverage.

(a) Owner agrees to procure and maintain, at its sole cost and expense, at all times during the Term, a minimum of the following insurance:

(i) insurance on the Facility and contents, including without limitation the Furnishings and Equipment and Operating Inventories, against loss or damage by fire, lightning and/or any other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), with such insurance amounts as determined by Owner from time to time.

(ii) business interruption insurance covering actual losses sustained due to fire, lightning and other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), with such insurance amounts as determined by Owner from time to time. With respect to any time period for which Owner is entitled to receive business interruption insurance proceeds with respect to the Facility, all amounts received shall be considered Gross Revenues of the Facility, for calculation of the Base Management Fee hereunder, and Manager shall continue to have the right to receive Base Management Fees for the period of time covered by such insurance proceeds.

(iii) comprehensive general liability insurance, including without limitation bodily injury, personal injury, property damage, products liability, contractual liability covering the provisions of this Agreement, and liquor liability, in an amount not less than Ten Million Dollars ($10,000,000) single limit per occurrence. Manager shall be named as an Additional Insured under such policy.

(iv) automobile liability insurance, if applicable, in an amount not less than One Million Dollars ($1,000,000) single limit per occurrence. Manager shall be named as an Additional Insured under such policy.

(v) Comprehensive crime insurance, with such amounts as determined by Owner from time to time.

(b) Manager agrees to procure and maintain, as an expense of the Facility, at all times during the Term, worker's compensation insurance covering all Facility employees who are Manager's employees, as required by law covering all Facility employees who are Manager's employees.

(c) At least sixty (60) days prior to the beginning of each Operating Year, the party procuring such insurance will submit to the other party a schedule setting forth any changes to the insurance to be maintained by the procuring party during the ensuing Operating Year in connection with the Facility.

(d) The types of insurance and the coverage amounts specified in this Section 4.1 are the minimum insurance recommended by Manager in connection with the operation of the Facility. Owner acknowledges and understands that Manager has made no representations or warranties that such insurance is adequate to protect Owner. If Owner believes that any such insurance is insufficient, Owner shall provide, at Owner's expense, such additional insurance as Owner deems adequate. Except as set forth in Section 11.3.1, Manager shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

(e) Manager acknowledges and understands that Owner has made no representations or warranties that such insurance is adequate to protect Manager. If Manager believes that any such insurance is insufficient, Manager shall provide, at Manager's expense, such additional insurance as Manager deems adequate. Except as set forth in Section 11.3.2, Owner shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

4.2 Policies and Endorsements.

4.2.1 *Policies*. All insurance coverage provided for under Section 4.1 above shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility. The party procuring such insurance shall deliver to the other party certificates of insurance with respect to all of the policies of insurance so procured, naming the other party as an additional insured, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to renewal policies not less than ten (10) days prior to the respective dates of expiration.

4.2.2 *Endorsements*. All policies of insurance provided for under this Article 4 shall, to the extent obtainable, have attached an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Manager. All insurance policies required under Section 4.1 shall contain an endorsement to the effect that such insurance shall be primary and non-contributory to any similar insurance that may be carried by the other party.

4.2.3 *Blanket Policies*. Any insurance policies provided by Owner or Manager under this Article 4 may be affected under policies of blanket insurance which cover other properties in addition to the Facility, and in such case an allocable portion of the premiums for such blanket policies of insurance shall be charged to the Facility.

4.3 Waiver of Subrogation. Neither Manager nor Owner shall assert against the other, and Manager and Owner hereby waive with respect to each other, any claims and rights of recovery for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the Facility, to the extent that the same are covered by the insurance required under this Article 4. Owner and Manager hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy. Owner and Manager shall give notice to the insurance

companies providing insurance under this Agreement of the mutual waiver of subrogation contained in this Section 4.3, and Owner and Manager shall cause each such insurance company to provide a written subrogation waiver indicating that such insurance company waives all right of recovery by way of subrogation which such insurance company may acquire against Owner or Manager (as the case may be) and their insurance companies.

4.4 Manager's Limits of Liability. It is understood that many of the obligations of Manager under this Agreement will be performed by the management staff or other employees at the Facility. It is agreed that Manager shall not be liable to Owner for the failure to perform any duty under this Agreement to the extent that such failure is due to the act or omission of any employee at the Facility (excluding the acts and omissions of the General Manager, Assistant General Manager, Golf Course Superintendent, Club Accountant, Head Golf Professional, Membership Director, Private Events Director, and Food and Beverage Director, for which Manager shall be responsible); provided that Manager has used reasonable diligence in the hiring, discharge and supervision of the employees. In any event, Manager will not be liable to Owner for any matter for which Owner has indemnified Manager herein, or with respect to which liability has been waived hereunder. This Section 4.4 shall not be deemed to relieve Manager from its obligations to manage the Facility, remit funds to Owner, or to carry out any corporate level obligations of Manager.

ARTICLE 5 - MANAGEMENT FEE

5.1 Base Management Fee. In consideration of Manager's services during the Term, Owner shall pay to Manager a "Base Management Fee" equal to _____ The Base Management Fee shall be paid in twelve equal monthly installments. The Base Management Fee shall be paid to Manager in accordance with Section 5.2 of this Agreement.

5.2 Incentive Management Fee. In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to _____ percent (___%) of the amount by which Net Operating Income for a given Operating Year exceeds $_____. For purposes of this provision, Net Operating Income shall mean Gross Revenues minus Operating Expenses.

5.3 Payment Schedule. Owner shall pay Manager the Base Management Fee in advance, no later than five (5) days following the first day of each month during the Term. Owner shall permit and hereby authorizes Manager to pay to Manager, from the Operating Account, all Base Management Fees which are legally due and owing hereunder.

ARTICLE 6

BANK ACCOUNTS; WORKING FUNDS; RECORDS AND REPORTS; REMOVAL OF PROPERTY

6.1 Bank Account. In connection with operation and management of the Facility, the following bank account shall be established by Manager in a bank or banks approved by Owner and maintained by Manager, and shall be subject to Owner's audit and inspection:

6.1.1 **Operating Account**. Manager shall establish, in Owner's name, utilizing the federal tax identification number of Owner, a depository account (the "Operating Account") for the Facility. Owner agrees that individuals designated and approved by Manager and Owner shall be signatories on the account and shall be authorized at all times to pay or disburse funds from the Operating Account in accordance with the terms of this Agreement. The records and bank statements shall be subject to inspection by Owner pursuant to the terms recited herein. All Gross Revenues of the Facility shall be collected, received and deposited by Manager exclusively through the Operating Account.

6.2 Expenditures. Manager is authorized to pay, from the Operating Account such amounts at such times as are required in connection with the ownership, operation, maintenance, repair, and improvement of the Facility and related facilities and Manager's performance under this Agreement in accordance with the approved Annual Plan, subject to the provisions of this Agreement, including but not limited to all amounts specifically payable to or reimbursable to Manager hereunder.

6.3 Account Funding. Owner shall deposit into the Operating Account all funds required for Manager to operate and maintain the Facility in accordance with this Agreement and the Annual Plans, including, without limitation, funds for Manager to timely fund Operating Deficits, if any. Upon execution of this Agreement, Owner shall cause an appropriate level of working capital for the Facility sufficient to pay all payables of the Facility for the first thirty (30) days of the Term ("Initial Working Capital"). Manager shall not, under any circumstance, be required to, or be deemed to have any duty to, advance any of its own funds for the operation of the Facility. Manager shall pay, on behalf of Owner, all such bills in accordance with the Annual Plan as and when the same shall become due and payable. Manager shall exercise commercially reasonable efforts to pay all bills within the time required to obtain any discounts which may be available.

6.4 Insufficient Funds. Manager shall monitor the Facility's cash flow and shall provide to Owner a report detailing projected cash flow in the event that Manager projects an Operating Deficit to occur within thirty (30) days of providing such report. If at any time funds in the Operating Account shall be projected to be or are insufficient to pay the Facility's Expenses for the following month ("**Operating Deficits**"), Manager shall notify Owner and request a sufficient amount to satisfy same so that Manager will have sufficient funds in the Operating Account to prevent any delinquency in payment for such expenses, and Owner agrees to deposit such funds within five (5) days after Manager notifies Owner. Manager shall not be obligated to advance any of its own funds to or for the account of the Facility or Owner, nor to incur any liability unless Owner has furnished Manager with funds necessary for the discharge thereof. In the event Owner fails to timely provide Manager sufficient funds to pay expenses, Manager shall be under no obligation to pay any bill if there are insufficient funds in the Operating Account. Notwithstanding the foregoing, if Manager advances any funds in payment of an expense authorized by Owner, Manager may reimburse itself from the Operating Account or Owner shall reimburse Manager within fifteen (15) days after Owner's receipt of itemized invoices or bills thereof.

6.5 No Default due to Lack of Funds. If Manager is unable to perform any of its agreements or covenants under this Agreement because of the failure on the part of Owner to provide the funds pursuant to Section 6.4, such failure of performance on the part of Manager shall

not be deemed a default on the part of Manager and shall not give rise to any right of termination, damages or any other remedy against Manager, unless the failure to provide the funds is due to the occurrence of a breach of this Agreement by Manager or the gross negligence, willful misconduct or fraud by Manager.

6.6 Books and Records. Manager shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the Facility. For this purpose, Owner agrees it will make available to Manager, or Manager's representatives, all books and records in Owner's possession relating to the Facility, including contract documents, invoices and construction records. All books and records for the Facility shall be located at the Facility.

6.7 Reports to Owner. Manager will deliver, or will cause to be delivered, to Owner the following forecasts and statements:

(a) within twenty (20) days after the end of each calendar month, a profit and loss statement (on an accrual basis) showing the results of operation of the Facility for such month and for the year to date (it being understood that such monthly statements will not reflect any Incentive Fees paid to Manager); and

(b) within sixty (60) days after the end of each Operating Year, a profit and loss statement showing the results of operation of the Facility for such year (it being understood and agreed that such annual statement will reflect the annual Base Management Fee paid to Manager), calculated as provided in Article 5.

6.8 Accounting Firm. Manager shall, if requested by Owner and at Owner's expense, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement. Manager shall train the accounting firm with respect to the use and application of Manager's accounting software, and Manager shall supervise the work of the accounting firm. All fees and charges of the accounting firm shall be an expense of the Facility.

6.9 Manager Accounting Software; Other Personal Property Owned by Manager. The parties acknowledge and understand that the accounting software used at the Facility is owned by Manager, and Owner shall have no rights or interests in such software. Upon the expiration or earlier termination of this Agreement, the accounting software and other personal property at the Facility owned by Manager shall be removed from the Facility by Manager; provided, however, the financial data of and related exclusively to the Facility shall remain the property of Owner.

ARTICLE 7 - TERMINATION RIGHTS

7.1 Termination by Owner. Owner shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Manager fails to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, to be kept, observed or performed by Manager including, without limitation, Manager's failure to maintain, market, and promote the Facility in

the manner required by this Agreement, and such default continues for a period of thirty (30) days after written notice of such default by Owner to Manager; or

(b) (i) Manager applies for or consents to the appointment of a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets; (ii) Manager files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Manager files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Manager; (iv) Manager admits in writing its inability to pay its debts as they come due; (v) Manager makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Manager a bankrupt or insolvent or approving a petition seeking reorganization of Manager or appointing a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days; or

(c) Owner elects to terminate this Agreement for any reason or no reason after the expiration of the first thirty-six (36) months of the Term. Owner may exercise its rights to terminate the Agreement under this section by providing at least six (6) months prior written notice to Manager, with the termination to be effective no sooner than six (6) months after receipt of such notice by Manager.

7.2 Termination by Manager. Manager shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Owner fails to keep, observe, or perform any other material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default continues for a period of thirty (30) days after notice of such default by Manager to Owner; or

(b) (i) Owner applies for or consents to the appointment of a receiver, trustee or liquidator of Owner or of all or a substantial part of its assets; (ii) Owner files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Owner files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Owner; (iv) Owner admits in writing its inability to pay its debts as they come due; (v) Owner makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Owner a bankrupt or insolvent or approving a petition seeking reorganization of Owner or appointing a receiver, trustee or liquidator of Owner or of all or a substantial part of the assets of Owner, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days;

Manager's right to terminate pursuant to this Section 7.2 shall be exercised upon thirty (30) days additional written notice to Owner given at any time after the applicable cure period has expired. Manager's termination notice shall specify the effective date of such termination.

7.3 Curing Defaults. Except for a termination under Section 7.1(c), any default by Manager or Owner under the provisions of Section 7.1 or 7.2, as the case may be, which is

susceptible of being cured shall not constitute a basis for termination of this Agreement if the nature of such default shall not permit it to be cured within the cure period allotted; provided that within such cure period the alleged party in default shall have given notice of its intent to cure, has commenced to cure such default, and is proceeding to complete the cure in good faith and with reasonable diligence.

7.4 Effect of Termination. The termination of this Agreement under the provisions of this Article 7 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

7.5 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

7.6 Indemnification re Post-Termination Events. Owner shall indemnify and hold harmless Manager and its owners, officers, directors, and employees from all costs, expenses, claims, damages, and liabilities arising or resulting from the failure of Owner following the expiration or earlier termination (for whatever cause) of this Agreement to provide any tournaments, banquets, meetings, and other group functions to be held at the Facility (collectively, "Events") contracted for by Manager prior to such expiration of termination of the Agreement pursuant to its rights and obligations under this Agreement (or contracted for prior to the Commencement Date), which Events are to be provided after the expiration or termination of this Agreement, provided that on or before termination of the Agreement Manager has paid to Owner an amount equal to all deposits received from clients for reservation of such Events.

ARTICLE 8 - ASSIGNMENT

8.1 Assignment.

8.1.1 *Prohibited Assignments*. Except as provided in Sections 8.1.2 and 8.1.3, neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned. It is understood and agreed that any consent granted by a party to any such assignment shall not be deemed a waiver of any consent required under this Section 8.1.1 as to any future assignment.

8.1.2 *Permitted Assignment by Manager*. Manager shall have the right, without the consent of Owner, to assign this Agreement to any Affiliate of Manager or in connection with the sale of all or a substantial portion of Manager's assets by providing a commercially reasonable prior written notice to Owner, provided that the Affiliate expressly assumes all of Manager's obligations hereunder.

8.1.3 *Permitted Assignment by Owner*. Owner shall have the right, without the consent of Manager, to assign this Agreement to any Affiliate or to any third party upon notice to Manager, provided that the Affiliate, assignee or transferee (as applicable) expressly assumes all of Owner's obligations hereunder. In the event that Owner assigns this Agreement to an unaffiliated third party without the consent of Manager, Manager shall have the right but not the

obligation to terminate this Agreement upon sixty (60) days advance written notice to both Owner and its assignee, such notice to be provided no later than thirty (30) days following written notification by Owner to Manager of the assignment and identity of the assignee.

8.1.4 *Remedies*. Any assignment by either party of this Agreement in violation of the provisions of this Section 8.1 shall be null and void and shall result in a termination of this Agreement. In addition to any other remedies available to the parties, the provisions of this Section 6.1 shall be enforceable by injunctive proceeding or by a suit for specific performance.

8.2 Successors and Assigns. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

ARTICLE 9 - DAMAGE OR DESTRUCTION; EMINENT DOMAIN

9.1 Damage or Destruction. Should the Facility be destroyed or substantially damaged by fire or other casualty, Owner, by written notice to Manager given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 9.1, the Facility shall be deemed to have been substantially damaged if, in the reasonable opinion of Owner, full and productive economic use of the Facility cannot be made and the estimated length of time required to restore the Facility substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not terminated in the event of damage to the Facility because the damage does not amount to substantial damage as described above, then Owner shall proceed with all due diligence to commence and complete restoration of the Facility to its condition and character just prior to the occurrence of such casualty.

9.2 Eminent Domain. If all of the Facility premises (or such a substantial portion of the premises so to make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that Owner shall be required to surrender possession of the premises or of that substantial portion of the premises, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Facility shall not make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and Owner shall proceed with all due diligence to repair any damage to the Facility or to alter or modify the Facility so as to render it a complete architectural unit which can be operated as a golf course of substantially the same type and character as before.

ARTICLE 10 - MAJOR CAPITAL IMPROVEMENTS

Any Capital Improvement involving an addition to the Facility or renovation or refurbishing designed to upgrade or change the nature or image of the Facility shall be deemed to be a "Major Capital Improvement." Any Major Capital Improvement project is in Owner's sole control and discretion, and all costs and expenses of any Major Capital Improvement shall be paid solely by Owner. The parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of Manager with respect to any aspect of a Major Capital Improvement project, including design, construction, or supervision.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Purchases by Manager. Manager shall use reasonable efforts to obtain the optimum combination of quality, price and terms for all purchases for the Facility utilizing its extensive contacts and experience in purchasing golf course related items. Manager shall not be entitled to any additional compensation for this undertaking other than as set forth herein. In connection with any purchases made by Manager or an Affiliate of Manager for the account of Owner, it is understood that Manager or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings shall be passed on to Owner, including representatives' fees.

11.2 Indemnities.

11.2.1 *Manager's Indemnity*. Manager agrees to indemnify, protect, defend and hold harmless Owner and Owner's officers, directors, shareholder, affiliates, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses:

(a) which result from any act or omission constituting negligence or willful misconduct by Manager or any Affiliate, officer, director, agent, independent contractor, or employee of Manager in connection with Manager's performance under this Agreement; or

(b) which result from any action taken by Manager or its Affiliates, employees or agents relating to the Facility (i) that is expressly prohibited by this Agreement, or (ii) that is not within Manager's delegated authority under this Agreement.

Manager's indemnity obligations under this Section 11.3.1 shall not apply to any acts or omissions taken (or in the case of omissions, not taken) at the express direction or with the express approval of Owner, or to any acts or omissions taken (or in the case of omissions, not taken) constituting negligence or willful misconduct by Owner.

11.2.2 *Owner's Indemnity*. Owner agrees to indemnify, protect, defend, and hold harmless Manager and its owners, officers, directors, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs and expenses relating to the Facility or Premises, or the operations thereof:

(a) which relate to or arise from the presence in, on, under or about the Premises, or the escape, seepage, leakage, spillage, discharge, emission or release, of any

hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all applicable federal, state and local environmental, health or safety laws, ordinances and regulations) from or through the Premises, including without limitation any and all costs of any required or necessary repair, cleanup, remediation or decontamination of the Premises, and the preparation and implementation of any closure, remedial or other required plans; provided that if such condition was caused by the negligence or willful misconduct on the part of Manager or any of its Affiliates, employees or agents, Manager shall not be indemnified under this Section 11.3.2; or

(b) which result from any act or omission by Manager in connection with the management and operation of the Facility unless such act or omission constitutes negligence or willful misconduct on the part of any employee of Manager (and was neither at the express direction of Owner nor with the express approval of Owner) in which event Manager shall not be indemnified under this Section 11.3.2; or

11.3 Facility Names. The Facility shall be known by such trade name and/or trademark or logo as may from time to time be determined by Owner. All names, logos and designs used at the Facility shall be the exclusive property of Owner. However, during the term of this Agreement Manager shall have a non-exclusive license to use such names, logos and designs in connection with the operation of the Facility. Manager may identify the Facility as a golf course managed and operated by Manager and may use the name "American Golf Corporation" or the initials "Manager" or the American Golf Corporation logo alone or in conjunction with other words or names or designs owned by Manager or any of its Affiliates. It is recognized that the name "American Golf Corporation" and the initials "Manager," together with any other names, logos or designs owned by Manager or any of its Affiliates and used in the management and operation of the Facility (including without limitation any such names, logos or designs used in connection with the restaurant, banquet rooms and meeting rooms in and about the Facility), together with appurtenant goodwill, are the exclusive property of Manager or its Affiliates (collectively, the "Manager -Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of Manager under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use Manager -Owned Names in the operation of the Facility or otherwise. In the event of any breach of this covenant by Owner, Manager, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief. Anything contained in this Section 11.4 to the contrary notwithstanding, upon the expiration or earlier termination of this Agreement, Owner shall have the right to continue to use any and all items of Operating Inventory then on hand bearing any Manager -Owned Names, but shall not have the right to reorder any such items. In lieu of permitting Owner to continue to use such items of Operating Inventory bearing any Manager -Owned Names, Manager shall have the option to purchase any or all of such items at a price equal to Owner's cost of such items.

11.4 Notices. All notices, demands, requests, consents, approvals, replies and other communications ("Notices") required or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be

deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("Fax") or e-mail; provided, however, that in order for a Fax Notice or e-mail Notice to be deemed effective, the party giving notice by Fax or e-mail shall provide a "hard copy" of the Fax Notice or e-mail Notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Section.

For purposes of Notices hereunder, the address of Owner shall be:

_____
_____
_____
_____
_____

For purposes of Notices hereunder, the address of Manager shall be:

AGC Management, LLC
c/o American Golf Corporation
_____
_____
Attention: Legal Department
_____

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 11.5.

11.5 Mortgages. No mortgage shall in any way affect the rights, duties or obligations of Owner or Manager, respectively, hereunder, and in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any mortgage, the terms and conditions of this Agreement shall control. If the Owner records a mortgage and the mortgagee thereof requests that the terms of this Agreement be subordinate to such mortgage, Manager shall execute a subordination agreement substantially in the form requested by such mortgagee, so long as such subordination agreement is reasonable and contains attornment and non-disturbance provisions reasonably acceptable to Manager. No mortgagee shall have any rights against Manager and Manager shall have no obligations to any Mortgagee except as set forth in this Section 11.6.

11.6 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Owner and its successors and assigns, on the one part, and Manager and its successors and assigns, on the other part. Manager shall perform all activities hereunder as an independent contractor, and no employer-employee or principal-agent relationship shall be established by this Agreement or the performance hereof.

11.7 **Modification and Changes**. This Agreement may be amended or modified only by a writing signed by both parties.

11.8 **Understandings and Agreements**. This Agreement constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Manager's management and operation of the Facility.

11.9 **Headings**. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

11.10 **Consents**. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Agreement, and that any such consent or approval shall not be unreasonably delayed or qualified. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

11.11 **Survival of Covenants**. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

11.12 **Third Parties**. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement or by a party deriving rights under this Agreement as a result of an assignment, subordination or similar agreement permitted pursuant to the terms hereof.

11.13 **Waivers**. No failure by Manager or Owner to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach of this Agreement shall be waived, altered or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Agreement shall continue in full force and effect.

11.14 **Applicable Law**. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of California.

11.15 **No Presumption Regarding Drafter**. Owner and Manager acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between Owner and Manager, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either Owner or Manager to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.16 **Enforceability of Any Provision**. If any term, condition, covenant, or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such

determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

11.17 **United States Currency**. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

11.18 **Counterparts**. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement.

11.19 **Attorneys' Fees**. In the event of a dispute involving the non-performance by a party hereto of its obligations under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all other expenses reasonably incurred in connection with such dispute, whether or not litigation is commenced, in addition to all other relief to which the party is entitled. If the successful party recovers judgment in any legal action or proceeding, the attorneys' fees and all other expenses of litigation shall be included in and made a part of any such judgment.

11.20 **Gender and Number**. Whenever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain gender shall be deemed to include either of both of the other genders.

11.21 **Further Assurance**. Owner and Manager agree that at any time or from time to time after the execution of this Agreement, each shall, upon the request of the other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

11.22 **Waiver of Jury Trial**. The parties hereby waive trial by jury and any action, proceeding, or counterclaim brought by either of the parties hereto on any matter whatsoever arising out of or in any way connected with this Agreement.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

"OWNER"

_____,
a _____ limited liability company

By: _____
Name: _____
Title:

"MANAGER"

AGC Management, LLC

By: _____

Name: _____
Title: _____

EXHIBIT A - DEFINITIONS

Affiliate means any and all corporations, partnerships, trusts, limited liability companies and other entities directly or indirectly controlled by, controlling, or subject to direct or indirect common control of an entity or person.

Capital Improvements means any alteration or addition to, or rebuilding or renovation of, the Facility, the cost of which is not charged to property operation and maintenance.

Comparable Facilities means _____ in _____, ___.

Compensation means the direct salaries and wages paid to or accruing for the benefit of any Manager or other employee, together with all fringe benefits payable to or accruing for the benefit of such Manager or other employee, including employer's contribution under the Federal Insurance Contributions Act ("FICA"); unemployment compensation, or other employment taxes; pension fund contributions, worker's compensation, group life and accident and health insurance premiums as well as any payments made by Manager which fall within the deductible amounts of any such policies; profit sharing; retirement; disability; and other similar benefits.

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including golf course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, buckets, cash registers, rental golf clubs, ball washers, benches, uniforms, and other personal property used in or held in storage for use in the operation of the Facility, other than Operating Inventory and fixtures attached to and forming part of the Improvements.

Gross Revenues means all amounts received as a result of the operation of the Facility and the sale of goods and services at the Facility, determined on an accrual basis and consistent with the income/operating statements generated by Manager in the ordinary course of business. Gross

Revenues shall include, without limitation, the following generated at the Facility: all green fees; rental fees for golf carts, golf clubs, and other rental items; range balls; rental and concession payments; food and beverage sales; liquor sales; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; merchandise sales; instruction fees; vending sales (or, if applicable, receipts from vending companies); and proceeds from business interruption insurance. Gross Revenues shall not include the following:

(a) Cash refunds or credits allowed on returns by customers;

(b) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;

(c) Fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction to the extent the Facility operation does not receive revenue from such golf lessons

(d) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;

(e) The amount of any gratuities paid or given by customers to Facility employees;

(f) Proceeds of insurance other than business interruption insurance or similar types of insurance;

(g) Any interest earned on any Owner provided bank account or funds;

(h) The actual uncollectible amount of any check or bank draft received as payments for goods or services and returned from a bank as being uncollectible; and

(i) The actual uncollectible amount of any sale of merchandise or services for which a credit card was accepted.

Legal Requirements means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Premises and the operation of the Premises.

Operating Expenses means utilities; costs of purchasing Operating Inventory; Compensation and expenses of the management staff and other employees directly employed at the Facility; advertising and promotion; repairs; the rent payments for any leased maintenance equipment and golf carts; insurance premiums; and all other expenses relating to the operation of the Facility and/or payable under the Annual Plan that would be expensed in accordance with GAAP, except as provided in the next paragraph. Operating Expenses shall not include principal and interest payments on any promissory note or other debt instrument and payments under a deed of trust or mortgage (if any); depreciation; amortization; costs incurred as a result of any

assignment of this Agreement or sale of the Facility; income taxes paid or payable by Owner on the income from the Facility.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Facility, including scorecards and cart tickets, driving range balls, professional shop merchandise, food and beverages, paper and plastic ware, fuel, cleaning materials, fertilizers, pesticides, linens, glassware, sanitation supplies and other similar items.

Operating Year means any 365 day period during the Term beginning on January 1st and ending on December 31st.

Other Manager Facilities means all other golf course facilities within the United States owned, leased, managed and/or operated, directly or indirectly, by Manager.

Partial Year means the period beginning on the Commencement Date and ending on December 31st, 2020.

Letter of Transmittal

April 7, 2026

VIA Electronic Submittal

City of Edinburg
Att: Lorena Fuentes, Purchasing Agent
415 W. University Drive
Edinburg, Texas 78539

RE: Request for Proposal No. 2026-010

Dear Ms. Fuentes:

American Golf Corporation is pleased to submit this response to the City of Edinburg's Request for Proposals for Golf Course & Operations Services for Los Lagos Golf Course & Ebony Hills Golf Course.

American Golf has built a solid operating foundation and assembled an exceptionally experienced team based on knowledge gained from more than 50 years operating golf courses and country clubs. The largest segment of our experience is operating public golf courses on behalf of municipal governments. American Golf specializes in municipal leases and management contracts with 36 of our 44 golf courses operated under long-term lease or management agreements with Cities, Counties, States, and related Park Districts.

American Golf is extremely experienced with the RFP's requested scope of services and is committed to fulfilling those required services with professionalism and courtesy. Our proposal is designed to provide Los Lagos Golf Course and Ebony Hills Golf Course with experienced, professional full-service golf course management on a long-term basis and to improve financial sustainability, course conditions and customer service at both facilities over the term of the agreement.

We believe both Los Lagos Golf Course and Ebony Hills Golf Course are prime locations to benefit from the implementation of our propriety Player's Club program to dramatically increase rounds, participation and revenue. We are confident that increased revenues combined with American Golf's professional and thoughtful expense management practices will significantly increase profitability and provide proceeds to the City for ongoing programming and capital expenditures. American Golf operates with an owner's perspective aligning our management practices with our client's interests.

On the following pages you will see details about American Golf's operating history and experience as well as details about our management and operating practices. American Golf has real examples of revenue increases upon assuming golf operations including a recent 27% revenue increase at Knabe Golf Center in Los Angeles after taking over management from a national golf management company. We expect similar percentage increases at Los Lagos Golf Course and Ebony Hills Golf Course.

Letter of Transmittal

The responding firm is American Golf Corporation and the primary contact person is Paul Ballam. Contact information is as follows:

American Golf Corporation
Paul Ballam
Senior Vice Present
700 Canal Street, 3rd Floor
Stanford, Connecticut 06902
PH: 703-772-3593
pballam@americangolf.com

Our goal is to maintain economically viable, affordable, accessible and sustainable golf operations to benefit the entire City of Edinburg. Thank you for the opportunity to submit this proposal and we look forward to working with you as the City performs the evaluation process.

Very truly yours,



Paul Ballam
Senior Vice President

Executive Summary

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. **The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.**

American Golf is particularly proud that it has recently, on October 1, 2025, expanded its relationship with Los Angeles County to extend the term of Lakewood Golf Course for an additional 15 years and added 2 new LA County courses, El Cariso and Victoria Golf Course for similar terms.

Additionally, since taking over operations in 2023 at Los Angeles County owned Alondra, Marshall Canyon and Knabe Golf Center, American Golf has dramatically increased revenue and participation at each of those facilities exemplifying American Golf's experience and proven approach to operating municipal golf courses as a good value and important public amenity.

- **Alondra revenue has increased 35% or $1.8 million over prior operations**
- **Marshall Canyon revenue has increased 59% or $1.47 million over prior operations**
- **Knabe Golf Center revenue has increased 27% or $181,000 over prior operations**

We expect similar positive results at Los Lagos Golf Course and Ebony Hills Golf Course.

Additionally, American Golf has recently extended two leases with the City of New York for the operations of Pelham Bay & Split Rock and Dyker Beach Golf Courses, facilities American Golf has operated on behalf of New York City since 1983.

A sample list of some of our clients is below:

County of Los Angeles	14 Courses	Lessee Since 1982
New York City	3 Courses	Lessee Since 1983
City of Long Beach	5 Courses	Lessee Since 1984
State of California	1 Course	Lessee Since 1985
City of San Leandro	2 Courses	Manager Since 1997
Ventura County	1 Course	Lessee Since 1996

American Golf employs just over 2,300 people and is one of the largest and most experienced operators of government-owned golf courses in the Country. American Golf specializes in municipal contracts with 36 of our 44 golf courses operated under long-term leases or management agreements with Cities, Counties, States, and related Park Districts.

American Golf is fully vested in every aspect of golf management. We have invested millions of dollars over the years to develop leading programs to increase community participation and generate additional revenue for our clients and partners. At American Golf we understand how to quickly adjust to current market conditions in an ever-changing social space. We cultivate databases of our local golfers,

tournaments, and private events to increase our understanding of, and penetration within, the local market.

With our background and resources, American Golf will ensure that Los Lagos Golf Course and Ebony Hills Golf Course play an ever-increasingly important role in providing compelling recreation and social options for City of Edinburg residents.

We are a full-service management firm whose services include:

- Operations
- Sales and Marketing
- Human Resources
- Internet/Online Management
- Staff Training
- Food and Beverage
- Revenue Management
- Agronomy
- Accounting
- Social Media Management
- Construction and Capital Management
- Merchandising
- Purchasing
- Risk Management

We believe Los Lagos Golf Course and Ebony Hills Golf Course are prime locations to benefit from the implementation of our propriety Player's Club program to improve player's experience and participation, resulting in increased revenue and participation. We are confident we can build upon Los Lagos' and Ebony Hills' past successes by implementing American Golf's proven operating strategies to increase revenue and utilization, provide high-quality course conditions, combined with thoughtful and efficient expense practices, and reduce operating costs with our exceptional national account pricing discounts on major equipment and operating supplies, as well as, dramatically decreased banking and credit card fees. Additionally, we believe American Golf's extensive experience managing and growing food and beverage and special event operations is a perfect fit to steward additional community and non-golf events to Los Lagos Golf Course and Ebony Hills Golf Course.

On the following pages you will see details about American Golf's operating history and experience as well as details about our management and operating practices. Our Fee Proposal and our operational goals and objectives reflected in our Financial Plan reflect our experienced confidence in the future of Los Lagos and Ebony Hills Golf Courses.

Experience and Qualifications

The responding firm is American Golf Corporation, established in 1973 and headquartered at 700 Canal Street, 3rd Floor, Stamford, Connecticut 06902. American Golf Corporation is a wholly owned subsidiary of Golf Entertainment Group, Inc. (GEG). The authorized representative for this proposal and any resulting contract is:

Paul Ballam
Senior Vice President
American Golf Corporation
700 Canal Street, 3rd Floor
Stamford, CT 06902
Phone: (703) 772-3593
Email: pballam@americangolf.com

Entity Type: Corporation (California)

Parent Company: Golf Entertainment Group, Inc. (OTC: GLFE)

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. **The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.**

Management Transition – Operations Support Team

American Golf has transitioned numerous golf course facilities into its portfolio over the years. We have the experience and operations support team to provide seamless transition and on-boarding services. We endeavor to interview existing candidates currently employed at Los Lagos Golf Course and Ebony Hills Golf Course who meet our criteria and integrate those teams with the American Golf team to build on past successes and continue to improve the operational standards for facility quality, customer service and operating results.

American Golf employes just over 2,300 people and our position as a leader in the industry has allowed us to develop and recruit some of the best people in the business, including the Operations Support Team that would seamlessly transition Los Lagos and Ebony Hills into the American Golf portfolio.

American Golf Operations Support Team

The following executives and regional personnel will provide direct oversight, resources and hands-on support to ensure a seamless transition and ongoing operational excellence at Los Lagos Golf Course and Ebony Hills Golf Course.

Mike Compton, *Chief Executive Officer*
Mike Compton has served as the Chief Executive Officer of American Golf since 2023. Prior to his appointment, Mr. Compton worked for the Chairman of the Board of Directors for seven years. His responsibilities included managing investments and operations for successful companies across hospitality, healthcare, sports, and entertainment industries. Mr. Compton holds an MBA from the Crummer Graduate School of Business at Rollins College and a BA from Rollins College.

Experience and Qualifications

Kyle Rickman, ***President and Chief Operating Officer***
Kyle Rickman has served as President and Chief Operating Officer of American Golf since 2023. Since joining the company in 2019, he has played a key role in driving growth, innovation, and operational improvements across the company's portfolio. Prior to joining American Golf, Kyle held leadership roles at Topgolf, where he contributed to the company's expansion and development.

Paul Ballam, ***Senior Vice President, Head of Real Estate & AGC Strategy***
Paul has been a member of American Golf's executive committee since 2014 and has led the company's national business development efforts since 2007. He brings over 20 years of experience in golf operations, acquisitions, and lease negotiations, with extensive experience partnering with municipalities to deliver capital improvements and professional golf management services.

Brian Bode, ***Vice President of Operations***
Brian serves as Vice President of Operations supporting American Golf's public golf courses and has been with the company for over 30 years in various management and regional roles. He is a Class A Member of the PGA of America and currently serves on the Board of Directors of the American Golf Foundation.

Scott Scozzola, ***Vice President of Business Development***
Scott brings over 25 years of experience in golf operations, management, and ownership. He previously served as General Manager of Brookside Golf Club at the Rose Bowl, where he enhanced operational performance and expanded large-scale event programming. In his current role, Scott leads strategic growth initiatives and partnerships for American Golf, with a focus on driving revenue and expanding the company's presence in the golf and hospitality sectors.

Rick Crowder, ***Regional Vice President – Revenue***
Rick brings extensive experience in hospitality operations and revenue management, with a background in both golf and hotel operations. He has a proven track record of improving operational performance and driving revenue growth, along with significant experience negotiating third-party agreements and optimizing business performance across multiple locations.

Mark Lilleberg, ***National Director of Agronomy***
Mark brings over 30 years of experience in golf course maintenance across public, municipal, and private facilities nationwide. His expertise includes course construction, irrigation systems, and agronomic program development. Since joining American Golf in 2010, he has played a key role in supporting superintendents and improving course conditions across the portfolio.

Mike Chicoine, ***Head of Construction and Project Development***
Mike leads construction and development initiatives for American Golf. With over 20 years of experience in construction, development, and real estate, he oversees capital projects and facility improvements across the portfolio.

Sue Scharf, ***National Director of Event Sales***
Sue brings over 15 years of experience driving event sales, building high-performing teams, and executing strategic sales initiatives within the hospitality industry. She has a proven track record of growing revenue and developing scalable sales operations.

Experience and Qualifications

Jorge Badel, ***Community Engagement Director***
Jorge leads community relations and partnership initiatives for American Golf. He previously served as Senior Golf Director for Los Angeles County Parks and Recreation, overseeing a 20-course system, including lease agreements, capital projects, and community engagement. Jorge brings extensive experience working with municipal golf systems and building strong relationships with local stakeholders.

Matt Walker, ***Director of Technology***
Matt has been with American Golf since 1998 and currently serves as National Director of Technology, overseeing all technology operations across the portfolio. He brings extensive experience in systems support, infrastructure, and operational technology solutions.

Experience and Qualifications

American Golf currently operates a diverse portfolio of golf facilities nationwide, with a primary focus on municipal golf operations.

Public – Municipal

1. **Alondra Park Golf Course**
   Lawndale, CA
2. **Anaheim Hills Golf Course**
   Anaheim, CA
3. **Chester Washington Golf Course**
   Los Angeles, CA
4. **Dad Miller Golf Course**
   Anaheim, CA
5. **Diamond Bar Golf Course**
   Diamond Bar, CA
6. **Don Knabe Golf Center & Junior Academy**
   Norwalk, CA
7. **Dyker Beach Golf Course**
   Brooklyn, NY
8. **El Cariso Golf Course**
   Sylmar, CA
9. **El Dorado Golf Course**
   Long Beach, CA
10. **Heartwell Golf Course**
    Long Beach, CA
11. **Knollwood Country Club**
    Granada Hills, Ca
12. **La Mirada Golf Course**
    La Mirada, CA
13. **Lake Forest Golf and Practice Center**
    Lake Forest, CA
14. **Lake Tahoe Golf Course**
    South lake Tahoe, Ca
15. **Lakewood Country Club**
    Lakewood, CA
16. **Los Verdes Golf Course**
    Rancho Palos Verdes, CA
17. **Maggie Hathaway Golf Course**
    Los Angeles, CA
18. **Marshall Canyon Golf Course**
    La Verne, CA
19. **Mission Trails Golf Course**
    San Diego, CA
20. **Monarch Bay Golf Club**
    San Leandro, CA
21. **Mountain Meadows Golf Course**
    Pomona, CA
22. **National City Golf Course**
    National City, CA
23. **Oso Creek Golf Course**
    Mission Viejo, CA
24. **Pelham Bay and Split Rock Golf Courses**
    Bronx, NY
25. **Recreation Park 18 Golf Course**
    Long Beach, CA
26. **Recreation Park 9 Golf Course**
    Long Beach, CA
27. **River Ridge Golf Course**
    Oxnard, CA
28. **San Dimas Golf Course**
    San Dimas, CA
29. **Saticoy Regional Golf Course**
    Ventura, CA
30. **Scholl Canyon Golf Course**
    Glendale, CA
31. **Skylinks at Long Beach**
    Long Beach, CA
32. **Victoria Golf Course**
    Carson, CA
33. **Vineyard at Escondido**
    Escondido, CA
34. **Waterview Golf Course**
    Rowlett, TX
35. **Westchester Golf Course**
    Los Angeles, CA
36. **Whittier Narrows Golf Course**
    Rosemead, CA

Experience and Qualifications

Public – Daily Fee

1. **Coyote Hills Golf Course**
   Fullerton, CA Public
2. **Lely Resort Golf**
   Naples, FL Public
3. **Lomas Santa Fe Executive Golf Course**
   Solana Beach, CA
4. **Rancho San Joaquin Golf Course**
   Irvine, CA

Private

1. **Los Coyotes Country Club**
   Buena Park, CA
2. **MountainGate Country Club**
   Los Angeles, CA
3. **The Classics Country Club**
   Naples, FL
4. **Tanoan Country Club**
   Albuquerque, NM

Financial and Legal Standing

American Golf is a well-capitalized organization with positive and growing free cash flow. American Golf routinely generates over $250 million in revenue annually and produces annual cash flows in excess of $20 million. American Golf funds its operations from internally generated cash flow and is not dependent on third-party funding. Please find three years of Profit and Loss Statements and Balance Sheets on the pages that follow.

American Golf is a party to lawsuits and claims arising from operations in the ordinary course of business. There are no lawsuits, legal actions or conflicts of interest which would affect our ability to enter into or perform under the proposed management agreement.

As noted above, American Golf specializes in municipal contracts with 36 of our 44 golf courses operated under long-term leases or management agreements with Cities, Counties, States, and related Park Districts. We understand the balance of operating a for-profit golf operation and providing meaningful and attractive public recreation options for City residents. We consult with our municipal partners to provide affordable access while mindfully managing so the golf courses are not a burden on our municipal partner's General Fund and are self-sustaining public benefit opportunities.

Experience and Qualifications

Included below and on the following pages are American Golf's most recent audited financial statements, along with third quarter year-to-date financials reviewed by a certified public accountant. Annual financial statements are audited as part of the company's standard year-end audit process.

American Golf Corporation
Consolidated Balance Sheet (dollars in thousands)

	September 2025	December 2024	December 2023
Assets			
Cash and Cash Equivalents	$ 32,295	$ 10,830	$ 2,218
Restricted Cash	599	692	1,289
Accounts receivable, net	11,316	6,066	7,623
Other current assets	69,801	69,793	52,432
Total Current Assets	114,010	87,382	63,562
Property and equipment, net of accumulated depreciation	43,757	41,406	42,901
Operating lease right-of-use assets	123,939	133,446	114,886
Intangibles, net of accumulated amortization	7,687	8,507	10,865
Other assets	13,999	15,556	10,255
Total Assets	**303,391**	**286,297**	**242,469**
Liabilities and Equity			
Obligations under finance leases	2,265	2,708	3,042
Membership deposit liabilities	33,812	33,457	26,323
Accounts payable and accrued expenses	33,100	30,343	21,403
Deferred revenue	18,541	17,300	13,357
Other current liabilities	17,847	17,829	8,372
Total Current Liabilities	105,564	101,636	72,497
Credit facilities and obligations under finance leases - noncurrent	2,334	3,596	5,772
Operating lease liabilities - noncurrent	103,990	114,506	106,308
Membership deposit liabilities, noncurrent	119,488	113,348	111,817
Deferred revenue, noncurrent	20,964	18,311	14,989
Other liabilities	-	-	-
Total Liabilities	**352,339**	**351,397**	**311,382**
Equity			
Preferred stock	-	-	-
Common stock	-	-	-
Additional paid-in capital	84,130	84,130	84,210
Accumulated deficit	(133,078)	(149,230)	(153,123)
Accumulated other comprehensive income	-	-	-
Total Equity	**(48,948)**	**(65,100)**	**(68,913)**
Total Liabilities and Equity	**$ 303,391**	**$ 286,297**	**$ 242,469**

American Golf Corporation
Consolidated Income Statement (dollars in thousands)

	YTD September 2025	Full Year December 2024	Full Year December 2023
Revenues			
Golf Operations	$ 172,466	$ 235,737	$ 257,412
Sales of food and beverages	18,822	28,487	26,913
Total Revenues	**191,288**	**264,224**	**284,325**
Operating expenses	136,828	211,590	228,307
Cost of sales - F&B	12,803	16,248	15,718
General and administrative	10,702	11,843	13,268
Depreciation and amortization	6,076	8,498	10,148
Pre-opening Costs	-	-	-
Impairment	-	-	471
Realized/unrealized G/L	-	-	-
Management fee to affiliate	-	-	-
Total Operating Costs	**166,408**	**248,178**	**267,912**
Operating Income / Loss	**24,881**	**16,046**	**16,414**
Other income (expenses)			
Interest/investment income	241	76	292
Interest expense	(10,114)	(13,735)	(6,991)
Other income/loss	1,145	1,506	4,624
Total Other Income (expenses)	(8,729)	(12,152)	(2,076)
Profit (Loss) before income tax	16,152	3,893	14,338
Income Tax	-	-	-
Consolidated net income/ loss	**$ 16,152**	**$ 3,893**	**$ 14,338**
Cash Flows:			
Net income (Loss)	16,152	3,893	14,338
Depreciation and amortization	6,076	8,498	10,148
Other Non-cash items	879	10,875	6,844
(Gain) Loss on lease terminations and impairment	-	1,649	471
Realized and unrealized (gain) loss on investments	-	-	-
Operating Cash Flow	**23,107**	**24,916**	**31,801**

Note: The 2024 and 2023 financial statements have been audited. The September 2025 year-to-date financial results have been reviewed by the company's auditors; however, the formal audit will be completed following year-end close.

Experience and Qualifications

Please find below contact information for references related to facilities operated by American Golf similar to Los Lagos Golf Course and Ebony Hills Golf Course. Also noted below is the length of time operated and size of the contract:

Name of Golf Course(s)	Name of Municipality	Contact Person / Phone	Project Scope
County of Los Angeles Alondra Golf Course Chester Washington GC Maggie Hathaway GC Diamond Bar GC Don Knabe Golf Center El Cariso GC Knollwood GC La Mirada GC Lakewood GC Los Verdes GC Marshall Canyon GC Mountain Meadows GC Victoria GC Whittier Narrows Golf Course GC	County of Los Angeles, California	**Norma E. García-González, Director** **County of Los Angeles Department of Parks and Recreation** PH: (626) 588-5382 negarcia@parks.lacounty.gov	Leases for the complete management and operation of the entire facility and golf course including capital improvement management. 2-50 Years Since 1982 $1m + Contracts
County of San Leandro Monarch Bay Golf Course (19 years) (Since 1997) $1m+ Contract	County of San Leandro, CA	**David Sams** **County of San Leandro Municipal Golf Advisor** PH: (510)-980-1148 Sams4munigolf@comcast.net	Management Agreement for the complete management and operation of the entire facility and golf course including capital improvement management.
County of Oxnard River Ridge Golf Course (10 years +) (Since 2019) $1m+ Contract	County of Oxnard, CA	**Steve Howlett** **County of Oxnard** **Asst. Public Works Director** PH: (805)-385-7830 Steve.howlett@oxnard.org	Management Agreement for the complete management and operation of the entire facility and golf course including capital improvement management.

Experience and Qualifications

American Golf has been an owner, lessee, and manager of golf courses and country clubs for over 50 years and has the unmatched expertise to maximize any golf opportunity. **The largest segment of this experience is operating public golf courses on behalf of municipal governments and other agencies.**

American Golf is particularly proud that it has recently, on October 1, 2025, expanded its relationship with Los Angeles County to extend the term of Lakewood Golf Course for an additional 15 years and added 2 new LA County courses, El Cariso and Victoria Golf Course for similar terms.

Additionally, since taking over operations in 2023 at Los Angeles County owned Alondra, Marshall Canyon and Knabe Golf Center, American Golf has dramatically increased revenue and participation at each of those facilities exemplifying American Golf's experience and proven approach to operating municipal golf courses as a good value and important public amenity.

- **Alondra revenue has increased 35% or $1.8 million over prior operations**
- **Marshall Canyon revenue has increased 59% or $1.47 million over prior operations**
- **Knabe Golf Center revenue has increased 27% or $181,000 over prior operations**

We expect similar positive results at Los Lagos Golf Course and Ebony Hills Golf Course.

Additionally, American Golf has recently extended two leases with the City of New York for the operations of Pelham Bay & Split Rock and Dyker Beach Golf Courses, facilities American Golf has operated on behalf of New York City since 1983.

A sample list of some of our clients is below:

County of Los Angeles	14 Courses	Lessee Since 1982
New York City	3 Courses	Lessee Since 1983
City of Long Beach	5 Courses	Lessee Since 1984
State of California	1 Course	Lessee Since 1985
City of San Leandro	2 Courses	Manager Since 1997
Ventura County	1 Course	Lessee Since 1996

American Golf employs just over 2,300 people and is one of the largest and most experienced operators of government-owned golf courses in the Country. American Golf specializes in municipal contracts with 36 of our 44 golf courses operated under long-term leases or management agreements with Cities, Counties, States, and related Park Districts.

American Golf is fully vested in every aspect of golf management. We have invested millions of dollars over the years to develop leading programs to increase community participation and generate additional revenue for our clients and partners. At American Golf we understand how to quickly adjust to current market conditions in an ever-changing social space. We cultivate databases of our local golfers,

tournaments, and private events to increase our understanding of, and penetration within, the local market.

With our background and resources, American Golf will ensure that Los Lagos Golf Course and Ebony Hills Golf Course play an ever-increasingly important role in providing compelling recreation and social options for City of Edinburg residents.

We are a full-service management firm whose services include:

- Operations
- Sales and Marketing
- Human Resources
- Internet/Online Management
- Staff Training
- Food and Beverage
- Revenue Management
- Agronomy
- Accounting
- Social Media Management
- Construction and Capital Management
- Merchandising
- Purchasing
- Risk Management

Food & Beverage & Event Experience

American Golf takes pride in the fact that we are responsible for over $40 million dollars in food and beverage sales across our portfolio. We provide everything from fine dining to large catering operations to sports bars and grab and go snack bars for our clients. The success of American Golf's food service operations is based on providing members and guests with consistently high-quality food and beverage products, combined with efficient and friendly service in attractive surroundings. This is accomplished through qualified regional support staff as well as food-service systems and standard operating procedures that have been developed and refined over the years.

We are committed to maintaining strict food safety and sanitation procedures. To do this, we require among other things that all F&B Managers and Chefs be Serv Safe certified, a designation that derives from responsible handling of food products. In addition, we employ the assistance of Ecosure Services, an independent company that provides regular health inspections. These inspections also provide hands-on educational training for our managers and staff on food safety and sanitation practices. In addition, co-workers receive on-going education regarding food codes, recommendations for improvements, and detailed reports for review.

Renovation, Design & Construction Experience

American Golf routinely invests its own capital in Capital Improvements across its portfolio of 36 leased and owned golf courses. From multi-million-dollar clubhouse renovations to golf course irrigation improvements, to snack bar and café transformations, our team has extensive experience implementing capital improvements of varying costs and complexities.

Our team is currently managing more than $12 million of capital improvements across our portfolio and has extensive experience working with Departments of Buildings, Departments of Environmental Protection and community boards in numerous jurisdictions. We make every effort to ensure no time is lost during permitting and approval for each project so that we can get to work bringing new social

and recreation opportunities to the citizens of the communities in which we operate.

Redefining the Experience

The establishment of technologically driven golf entertainment venues is helping reshape the "green grass" golf experience. Whether it be from music in the golf carts, driving range technology or modern food and beverage offerings, the "green grass" experience is changing at a very rapid pace. To that end, American Golf is on the leading edge of this change.



American Golf is the ONLY integrated golf course management and golf entertainment company in existence today. Merging the elements of technology with traditional golf is a challenging task. Working with our parent company, which operates golf entertainment venues with the goal of bringing golf experiences to more people in non-traditional and vibrant urban settings, AGC will continue to be on the leading edge of advancements in how to enjoy and experience the game of golf.

Management and Operations Plan

American Golf's business plans for Los Lagos Golf Course and Ebony Hills Golf Course are centered around six key areas: Golf Operations, Food and Beverage Operations, Environmental Sustainability, Golf Course Maintenance, Customer Service and Safety, and Community Relations and Public Programming. Each of these areas is outlined in detail below.

Golf Operations

Our golf operations strategy begins with the implementation of GOLF NOW 365, an integrated electronic tee sheet and point-of-sale system that enhances both operational efficiency and the overall guest experience.

American Golf utilizes GOLF NOW 365 to deliver the following benefits:

Reporting and Analysis: Enhanced reporting capabilities allow for detailed analysis of demand patterns, enabling real-time adjustments to pricing, tee sheet utilization, and overall business strategy. The system also supports daily reconciliation between tee sheet activity and sales, as well as improved cash handling oversight by on-site management.

Improved Customer Service: The system provides a seamless reservation experience, including automated confirmation, reminder, and follow-up communications. Integrated marketing tools allow for targeted promotions and coupon distribution directly through the point-of-sale system. In addition, pace-of-play tracking features help reduce delays and improve the overall flow of play.

Revenue Management

Smart, data-driven revenue management will be a key component of American Golf's operating strategy at Los Lagos and Ebony Hills Golf Courses. Through the use of dedicated personnel, advanced systems, and proven methodologies, we will optimize tee sheet utilization, increase participation, and drive sustainable revenue growth while maintaining broad public access.

American Golf utilizes a centralized team of Revenue Managers who work closely with on-site leadership to review tee sheet performance daily, analyze demand patterns, and implement pricing and marketing strategies. This approach allows for real-time adjustments that maximize utilization and improve overall course performance without compromising the quality of the golf experience.

Our integrated technology platform, including electronic tee sheets, point-of-sale systems, and online booking channels, enables rapid execution of targeted promotions and pricing strategies in response to changing market conditions. These adjustments are communicated across multiple channels, including online booking platforms, email marketing, and in-course promotions, ensuring that available tee times are effectively marketed and filled.

In addition, American Golf leverages advanced tools such as dynamic pricing platforms and tee time notification systems to further enhance utilization by connecting available inventory with active demand. These tools, combined with a robust customer database, allow us to efficiently match tee time availability with golfer demand.

American Golf also prioritizes digital marketing and search engine optimization to increase visibility and drive traffic to each facility. Revenue Managers work in coordination with corporate marketing and website teams to continuously refine online presence, improve search rankings, and enhance conversion across all digital channels.

Most of the industry only uses two metrics to evaluate their business (Rounds and Average rate). We use RevPar (Revenue per Available Round). First, we utilize a proprietary weather analysis tool to determine the amount of potential playable rounds available to golfers at the facility. Next comes RevPar. Revpar looks at the revenue earned per available playable round and compares that figure to the average daily rate at the facility and in the local market. This is the only true way to evaluate the business. Similar figures have been used for years in the hotel and airline industries.

Using RevPar and course performance in the local market as the guide, the Revenue management team determines what strategies need to be put in place at the facility. These may include one or all of Demand Creation, Demand Management, or Yield Management to answer the key question of "do you own the customer or does the customer own you?" Part of this process entails gathering data from all possible touchpoints and profit centers, not just the tee sheet. We look at spending for golf, driving range and F&B to develop a detailed spending analysis of each customer at the facility. This analysis will help drive marketing and pricing decisions for the future.



The Players Club

The golf industry continues to evolve, creating new opportunities to increase participation while maintaining accessibility. In response, American Golf has developed a "New Public Golf Model," which is currently implemented across the majority of our public facilities. This model is designed to enhance the overall guest experience, grow participation, and provide consistent, affordable access to the game.

A key component of this approach is The Players Club, American Golf's monthly subscription-based program. With over 20,000 members nationally, the program is designed to build loyalty, encourage repeat play, and support player development at the local level.

For a monthly fee, members typically receive access to practice facilities, off-peak playing opportunities at a nominal fee, and regular instructional clinics. These benefits are structured to introduce new players to the game, support skill development, and create a consistent connection to the facility.

The Players Club also serves as a platform for expanded programming, including leagues, instructional series, and community-based events, which help drive participation and create a more active and engaged golf community.

At Los Lagos and Ebony Hills Golf Courses, The Players Club will be supported by American Golf's marketing and revenue management infrastructure, allowing us to efficiently fill available tee times while reducing reliance on third-party distribution channels. This approach helps retain more revenue at the facility while improving the overall booking experience for guests.

Because the program is focused on practice usage and off-peak play, it is designed to complement, rather than compete with, traditional daily fee play. Specifically, it:

- Preserves peak tee times for full-fee players
- Encourages increased engagement and spend from mid-frequency golfer
- Provides an accessible pathway for new players to transition into regular play



The Players Club has been implemented across American Golf's portfolio over the past decade and has consistently driven increased participation, improved customer retention, and meaningful revenue growth at our public golf facilities.

The development of this program reflects years of operational experience combined with the integration of modern technology and data-driven decision making. It represents a fundamental evolution in how we engage with golfers, deliver the on-course experience, and manage utilization.

The Players Club is designed to benefit all stakeholders. Golfers gain affordable access and opportunities to improve their game, facilities benefit from increased utilization and customer loyalty, and team members are incentivized to support program growth and engagement.

Pricing - Ensuring Resident Affordability

American Golf's municipal golf course rate setting strategy is to determine rates annually based on market conditions, the competitive market and, informed by our sensitivity to the golf course being a community recreational assets, increases generally do not exceed changes in the local consumer price index (CPI).

American Golf understands that a municipal golf course is essentially an extension of a municipalities park and recreation system and residents should receive preferential access and rate treatment at their cherished community asset. Virtually all of our municipal lease and management contracts contain pricing oversight and approval rights for our municipal clients and resident pricing or resident discounts are key to our tee sheet management and overall revenue management strategies.

Marketing and Sales

American Golf's marketing and sales strategy is rooted in data-driven decision making, supported by a strong focus on guest experience and service. Our Revenue Managers work closely with the marketing team to analyze customer behavior, identify opportunities, and implement targeted strategies that drive participation and engagement. Key initiatives include:

- Management of all digital platforms, including website, email marketing, and point-of-sale systems, to ensure consistent messaging and a seamless guest experience
- Development of high-quality digital and on-site marketing materials to effectively promote programming and events
- Implementation of customer engagement initiatives to better understand guest preferences and identify target audiences
- Ongoing sales training and performance management for on-site teams to support event and program growth
- Customer retention programs designed to maintain long-term engagement with members and guests
- Outreach to American Golf's network of over 580,000 golfers and its established tournament database to drive additional rounds and event participation

The Los Lagos and Ebony Hills Golf Course teams will be supported by American Golf's internal marketing and event sales departments, ensuring that all materials, campaigns, and outreach efforts are professionally executed and aligned with the facility's positioning as a premier public golf destination.

Tournament Operations

American Golf is committed to operating Los Lagos Golf Course and Ebony Hills Golf Course in accordance with established tournament and league guidelines that prioritize access for the general public. We will manage tournament play thoughtfully to ensure that sufficient tee times remain available for daily public play.

Given the limited availability for tournaments and organized events, these opportunities will be scheduled and priced in a manner that reflects demand while maintaining a fair and transparent booking process. This approach helps balance the needs of event groups with the broader public's access to the course.

Golf Shop Retail

As a leading golf merchandise retailer with over $5m in annual sales and more than 40 golf shop locations, American Golf brings extensive experience in retail operations and merchandising strategy.

Our golf shops are supported by regional management and a national merchandise buying consortium, allowing us to optimize product selection, secure competitive pricing through vendor relationships, and maintain efficient inventory levels. This approach ensures each facility offers a well-curated mix of equipment, apparel, and accessories tailored to its customer base.

In addition, our team provides guidance on merchandising layout, fixture procurement, and in-store presentation to enhance both sales performance and the overall guest experience.

American Golf plans to offer a golf Pro Shop that is stocked with high quality brand name items at a fair price, thereby contributing to an overall quality experience. Utilizing out National Account buying power, American Golf will implement a buying plan that maximizes inventory turns and sell through of goods. Particular focus will be put into logo soft goods, hats, gloves, shoes, accessories, and other in demand retail items. Hard goods will be available for purchase through a customized special-order program. Through our partners we can obtain point of purchase materials and displays to promote products and increase the attractiveness of the merchandising experience. To monitor sales and inventory, our on-site team is required to perform a physical inventory and reconciliation on a monthly basis.

Food & Beverage Operations

American Golf generates over $40 million in annual food and beverage revenue across its portfolio, with offerings that range from casual grill concepts to full-service dining and large-scale catering operations. Our approach is designed to serve both golfers and the surrounding community, encouraging broader use of the facility as a social and recreational destination.

Food and beverage operations are also thoughtfully integrated into the overall guest experience, with bundled offerings and promotions that enhance value for golfers while supporting increased utilization of the facility.

To deliver this experience, American Golf leverages established food and beverage systems, procedures, and service standards that emphasize high-quality products, efficient service, and welcoming environments.

Food and Beverage Maintenance and Sanitation

We are committed to maintaining strict food safety and sanitation procedures. To do this, we require among other things that all F&B Managers and Chefs be Serv Safe certified, a designation that derives from responsible handling of food products. In addition, we employ the assistance of Ecosure Services, an independent company that provides regular health inspections. These inspections will also provide hands-on educational training for our managers and staff on food safety and sanitation practices. In addition, co-workers will receive on-going education regarding food codes, recommendations for improvements, and detailed reports for review.

Equipment and Facility Maintenance Standards

American Golf's standard is to provide high-quality day-to-day maintenance and service standards to ensure the product continues to develop and exceed guest expectations**.** The standard is to maintain the facilities and equipment in a manner to provide the front of the house and back of the house experience expected of a quality public golf facility in Los Lagos Golf Course's and Ebony Hills Golf Course's market segments.

American Golf utilizes Corrigo, a facilities and field service management software solution to facilitate strategic facilities management. It provides features including work order management, preventive maintenance scheduling, and asset management. This ensures our teams are on top of preventive maintenance schedules for course maintenance equipment, golf carts and clubhouse mechanical systems thereby reducing costs and expenses associated with premature repair and replacement of these critical items.

Environmental Sustainability

American Golf believes that managing golf courses carries the responsibility of Environmental Stewardship. We take this task seriously at each of our properties. American Golf's Agronomic Team is one of the most experienced teams working with diverse environmental conditions on golf courses. The team has been involved in a wide range of environmental practices that range from moderate pesticide use, absolutely no pesticide use on courses, 404 permitting and compliance, and ground water monitoring.

The following is a list of best practices to enrich the environmental stature of our golf clubs:

- **Water management** – continually improving the efficiency of the irrigation system by continuous Preventive Maintenance (PM) on the overall irrigation system, monitoring the water usage, testing water quality, using environmentally friendly amendments (wetting agents, gypsum, etc.) to help efficiently utilize water, continually monitoring the weather patterns, watering deep and infrequent.
- **Intergrated Pest Management (IPM)** – see section below.
- **Good Cultural Practices** – maintaining healthy turf is the best way to limit pesticide use, limit water use and allow for a great golf experience. This is accomplished with properly timed aerification, verticutting, topdressing and mowing.
- **Organic fertilizers** – Use soil and water testing to help develop an environmentally friendly fertilizer program that includes the use of organic fertilizers.
- **Curative use of Pesticides** – establishing threshold levels for diseases and insects and then treat spot areas for control and try to eliminate blanket applications when possible.
- **Spot treat areas** – including fertilizers, aerification, hand watering, and traffic control as tools for the superintendent to use to produce healthy turf.
- **Selecting the Right Turf Species** – by understanding the course and all the conditions that effect growing and maintaining healthy turf, we can select the best turf species for those conditions which will limit the use of chemicals and pesticides.

- **Educating the Community & Golfers** – the golf course is a wonderful tool to draw people in and provide them an understanding of the benefits the course provides to the environment. Appropriate signage should be placed on the course designating important environmental activities and our staff will work with the community and golfing public to better educate them on the "why" of golf course maintenance.

It is important when you make decisions to be more sustainable, that you take small steps and execute them well. Start small and get your team to buy in. Below are some initial steps we will ensure are in place at Los Lagos and Ebony Hills Golf Courses:

The Golf Couse

- Develop IPM plans
- Frequent calibration of fertilizing equipment
- Irrigation Audits
- Drain maintenance to protect groundwater and surface water
- Creation of buffer zones around waterways
- Recycling programs
- Habitat creation

Maintenance Area

- Mixing/Loading site for fertilizer and chemicals (SDS sheets, rinse shower, spill kits, aprons)
- Used oil containers (spill kits and training)
- Wash pads (proper drainage systems to prevent clippings to drain off)

Clubhouse

- Cart barn and clubhouse recycling program
- Evaluate landscapes for drought tolerant plants and drip irrigation
- Energy efficient lighting
- Low flow toilets/faucets
- Use of recyclable utensils, plates, cups, and containers

Integrated Pest Management (IPM)

IPM goals are to grow and encourage healthy turf grass and plants through proper cultural practices and to reduce use of pesticides, fertilizer, and water wherever possible. The first step in establishing our effective IPM program at Los Lagos and Ebony Hills Golf Courses is developing a good understanding of the property (soil types, water quality, weather conditions, turf types, major pest problems, etc.). Once we analyze this information we will establish thresholds for acceptable conditions at the course level and implement the appropriate IPM practices.

Scouting and monitoring is one of the main tools in an IPM program and this requires a team effort. The Golf Course Superintendent, Assistant Superintendent, Foreman and Teammates share the responsibility of checking greens, tees and fairways daily. During times when disease pressure is high, or stress conditions exist on a golf course, there are some areas (greens, tees, fairways, etc.) that will be the first to show signs of disease or stress, we call them indicator areas. They indicate conditions are present and control practices (cultural, mechanical, chemical, etc.) need to be implemented to help prevent or stop

turf loss. It may be that only certain areas will be treated depending on the acceptable threshold level (turf condition) established. We will use the irrigation system to maintain a healthy turf condition that is not too wet or too dry and will help prevent stress and weed invasion.

The best disease or stress prevention is healthy turf. This is accomplished by combining strong agronomic principles and sound IPM practices.

American Golf's Best Management Practices (BMP's) and Integrated Pest Management (IPM) techniques are focused on reducing pesticide applications throughout the golf course by employing strategic agronomic practices that promote turf health and vigor while minimizing stress. The following are a few highlights of our established BPM's that assist with our reduction of pesticide applications:

- Soil Fertility Testing through soil science laboratories – This information is used to develop fertility programs and identify fertilizer applications that promote turf health by specifically addressing nutrient deficiencies in the soil while simultaneously eliminating excessive nutrient application.
- Soil Moisture Management – AGC has implemented the use of digital soil moisture meters that are used to monitor, define, and manage irrigation applications to turf. This practice has assisted with overall reductions of irrigation applications while producing healthier turf.
- Strategic Cultural Programing – AGC continues to remain focused on insuring that our cultural programs (turf/soil aerification, mowing heights, top-dressing, seed variety selection, etc.) are directed at the site-specific requirements of each golf course to enhance turf health and vigor.
- Turf Disease Identification – While our disease tolerance thresholds are considered 'high', AGC regularly utilizes turf disease diagnostic laboratories to assist with correct turf disease identification (if present) and ensure that pesticide applications are specifically targeted at active pathogens.
- Advanced Pesticide Programing – AGC is recognized as an industry leader in pesticide application management programing. Our BMP's include OSHA's Hazard Communication Standard and Training Compliance, proper use of all personal protective equipment (PPE) identified on pesticide label, regular sprayer/application equipment calibration, rotation of pesticide chemistry to reduce application resistance, Certified Pesticide Applicator/Technician employed on staff, and pesticide storage and handling standards that exceed industry safety standards.

Water Conservation

Efficient water use on golf courses is not only environmentally responsible, but also an essential part of Integrated Pest Management (IPM) for promoting healthy turf-grass that is better able to tolerate environmental stress, resist pests, weeds and disease, and is required to minimize pesticide applications.

American Golf utilizes industry-leading turf-grass management strategies developed by the **United States Golf Association – Green Section**, the **Golf Course Superintendents Association of America,** and our internal agronomic teams that are designed to maximize both Irrigation Water Conservation and turf-grass quality.

Through daily and site-specific adjustments, American Golf Corporation will utilize the Computerized Central Control Systems in conjunction with the on-site Weather Station to apply the correct Evapotranspiration (ET) rates-based requirements for irrigation applications and water volume usage for the golf course. All primary irrigation applications will be made at night in order to limit evaporation and loss. Supplemental site-specific water applications will be made utilizing both in-field visual and technical (Spectrum Technologies – FieldScout TDR 350 - soil moisture meter) inspection techniques.



Daily Irrigation System and semi-annual Pump Station Preventative Maintenance Programs are performed to eliminate water waste, miss-application, and ensure irrigation water usage accuracy.

Turf-grass cultural management strategies such as regular core-aerification to relieve soil compaction, vertical mowing/de-thatching of turf-grass, and proper turf-grass fertility management programs are also utilized to provide the correct physical properties of the soil and turf-grass health to leverage rainfall and eliminate wasteful irrigation applications.

Golf Course Maintenance

Consistent course conditions are critical to creating a quality experience at any golf facility. For that reason, American Golf will provide a team of specialists that can support the existing team to deliver the most consistent product for Los Lagos and Ebony Hills Golf Courses and their golfers. American Golf will provide the resources and mentoring for the Superintendent and staff while at the same time improve course systems and procedures that will produce the consistent quality results the City of Edinburg is looking to achieve.

The golf course is an excellent facility that deserves consistent manicured conditions and attention to detail to give each guest a great experience when playing the course. American Golf provides a personalized approach with professionals that are committed to producing conditions that exceed expectations for public/municipal golf courses. American Golf provides established maintenance programs, best practices, sound business decision-making, training and multiple unique services to support our partnership with the Los Lagos and Ebony Hills Golf Courses.

We understand the level of maintenance and the attention to detail that is critical to the success in our current market. We also understand the response time needed to avoid turf challenges that exist on a daily basis. To obtain consistent success, systems and procedures are crucial and reduce the risk in the field. American Golf has decades of experience overseeing the maintenance of numerous golf courses throughout the country. We have the vision and passion to produce superior golf course conditions. American Golf offers a unique combination of expertise along with a proven track record of working in all facets of maintenance including agronomy, irrigation, equipment maintenance, business management, leadership skills, environmental practices and construction management.

Golf courses will still have challenges, but American Golf is better prepared to meet these challenges through the following:

- An experienced team of professionals.
- A resource library that can be available at a moment's notice.
- Networking with the company's superintendents and industry agronomists.
- Detailed record-keeping and information systems implemented at the course level.
- Course visits that identify current program successes and promotes incremental improvement upon each visit to the properties.
- Develop preventative maintenance (PM) programs that provide fact based historical data and accountability.
- Corrigo equipment management program to ensure proper warranty and preventative repairs
- Equipment replacement programs that meet course needs and financial business models.
- A thorough review and development of course maintenance plan and budget to maximize efficiency and raise course quality.
- Staffing requirements based on manpower studies and course particulars.
- Scheduling 101 - multi-tasking and process mapping to optimize staffing efficiency and output.
- A thorough review and planning with City of Edinburg to achieve the desired capital improvement strategy for the property along with project oversight.

Segmentation Standards

Segmentation Standards are simply our recipe for producing the product as it relates to daily golf course conditioning commensurate with the price being charged. The Segmentation Standards identify the specific maintenance job tasks and frequencies for a course (e.g. how often greens, tees and fairways are mowed). We have identified what tasks need to be accomplished and how often they need to be performed and we build our maintenance budget to account for the necessary resources needed to meet these Segmentation Standards. The Segmentation Standard for Los Lagos and Ebony Hills will be to maintain each of the golf courses at a level comparable to other local golf facilities with comparable offerings and fee structures and at levels expected of other City-owned facilities and grounds.

Hiring Smart

With our Segmentation Standards clearly identified, we hire teammates who have an appetite for getting their jobs done efficiently and effectively. Our internal training program teaches Superintendents how to hire their crews effectively. Achieving consistent product quality that matches customer expectations becomes much easier for those Superintendents who know how to resource and select their candidates properly.

Training

After hiring a teammate, we provide them with the right training to get the job completed to standard. We are fortunate to have a program called "Rising Stars" which is a comprehensive training program that systematically shows a teammate how to complete a specific task correctly. This training program was designed by Superintendents for Superintendents and was put into a format that helps keep consistency with the training method used throughout our portfolio. The training program also allows all teammates to develop their skills and gives them a sense of pride, accomplishment and a career path when they know they have done the job right.

Scheduling

We utilize rigorous and detailed labor scheduling to maximize our teammates talents during their shift. Through our "Weekly Workforce Planning Tool" we understand the number of hours we need to produce the desired product and staff the golf course properly. Good, consistent golf course conditions that meet or exceed expectations translate into satisfied golfers and drives our success.

Measurement

To measure the success of a Superintendent and his team, we use a proprietary measurement tool called the SUV (Standard Unit Visit). Regularly evaluating Superintendents' work product allows us to provide feedback and modifications to meet segmentation standards. Part of a Superintendent's compensation is based on passing the SUV, which is conducted without any notice to the Superintendents twice annually. No notice is given so we will see what the customer sees relative to product quality. Weekly course inspections are also conducted by the Superintendent and General Manager. Monthly course inspections are done by our Regional Superintendent.

Agronomy

While agronomic planning is as individual as the golf course itself, there are some basic strategies we feel are important to provide our guests with the best experience possible.

Each golf course develops their own agronomic plan based on climate, turf types, soil conditions, water source and more. Each plan will include cultural practices, fertility programs, preventative chemical applications and project management. The plans are reviewed by experienced Certified Golf Course Superintendents and monitored regularly for compliance and possible changes during the year based on weather, disease pressure, or other non-planned events. Simply put, an emphasis on the correct and diligent implementation of the agronomic plan is our formula for success.

Golf Course Maintenance Standards

American Golf places an emphasis on developing modern agronomic programs and creating consistent playing conditions. These agronomic programs are a baseline to promote consistency and best in class results. Moreover, they are developed to address and withstand the seasonal or weather variations, unique turf species and varieties habits, and address any present underlying conditions. Frequency of mowing will be subject to change depending on turf growth and health during different times of the year. Our Best Practices include efficient use of irrigation water, correct identification of disease and their thresholds, and integrated pest management. All contribute to successfully achieving best-in-class maintenance standards and the product quality expected by our members and guests. The goal is to produce a product that results in a quality experience for golfers and provides an aesthetically pleasing recreational amenity to the customers

<u>1. Greens, practice greens, and nurseries</u>

A. Mowing

- March-November: Mowing and/or rolling up to 7 times per week with the objective of meeting a green speed that meets or exceeds a stimpmeter reading of 9.5.
- December-March: Mowing and/or rolling as needed consistent with seasonal weather conditions.
- Mowing Heights .100" to .125" in-season and up to .150'-.200" off-season

B. Change cup locations on all greens and practice putting greens daily in season and three times or as needed weekly in the off-season, if weather conditions/ground-freeze allows.

C. Ball marks will be repaired daily. Efforts will be made to repair all damaged turf areas as quickly as possible.

D. Green aerification program may be based on ISTRC (International Sports Turf Research Center) surface displacement chart with a minimal annual surface displacement of 9.5%. Core-aerifications will be performed, typically up to two-times per year, while the turf is at peak growth and soil temperatures allow for proper turf recovery.

ISTRC

International Sports Turf Research Center

Aerification Displacement Chart

Tine Size	1.25" x 1.25" Centers	1.5" x 1.5" Centers	2.0" x 2.0" Centers	2.5" x 2.5" Centers	5" x 5" Centers
¼" Hollow Tines	3.14%	2.18%	1.23%	0.79%	
3/8" Hollow Tines	7.07%	4.91%	2.76%	1.77%	
½" Hollow Tines	12.57%	8.73%	4.91%	3.14%	
5/8" Hollow Tines		13.64%	7.67%	4.91%	
5/8" Hollow Vertidrain					1.23%
¾" Hollow Tines				7.07%	1.77%
¾" Hollow Vertidrain					1.77%
1" Hollow Tines					3.14%
1" Hollow Vertidrain					3.14%
7/8" Drill & Fill (7" Ctrs)					1.23%
Graden Verticutter (15 Blades @ 1" Spacings)	1mm Blade 3.93%	2mm Blade 7.87%	3mm Blade 11.81%		

Note: 1/4" Quadtines remove as much material as Regular 1/2" Hollow Tines
3/8" minimum for ease of topdressing fill if replacement of material is required
For double aerification make two passes at approx. 37° (slightly less than 45°) to minimize overlap

E. Top-dress all greens, practice putting greens, and nurseries:
- After any aerification performed with ½ or larger tines.
- As needed to maintain a smooth putting surface/ at bi-monthly during the growing season.
- Topdressing sand will be sand or a sand-organic mix the meets the USGA Greens Section specifications.

F. Light vertical mowing/grooming of all greens, putting greens and nurseries shall be performed bi-monthly during the growing season, or as appropriate, to provide smooth and true putting surfaces. Heavy dethatching shall be performed during the active growing season to promote turf health.

G. Spiking/Venting/Solid tining of all greens and practice greens shall be performed as needed between aerifications to maintain water infiltration rates.

H. Fertilization- All greens, practice putting greens and nurseries shall be fertilized with nitrogen, phosphorus, potash and other elements in the amounts needed, based on soil testing report findings, to provide quality turf, maintain color and growth without allowing for excessive or succulent growth. The goal being to provide the best possible putting surface and not to produce the maximum amount of growth or a specific turf color.

I. Fungicides- All greens, practice greens, and nurseries shall receive appropriate fungicide applications to prevent and/or control fungal disease activity.

J. Weed Control- All greens, practice putting greens and nurseries shall be maintained free of undesirable grasses and weeds. Pre-emergent herbicides shall be used as necessary to prevent intrusion into the greens of weeds difficult to eradicate, such as goosegrass, crabgrass, poa annua etc.

K. Insecticides- All greens, practice greens and nurseries shall be treated as necessary to prevent and/or halt insect damage.

2. Tees - All areas used for tee surfaces

A. Mowing-All tees shall be mowed at a height between 0.375" – 0.850" two to three times per week during the growing season. Consideration for mowing frequency will be provided for surfaces that are treated with Plant Growth Regulators (PGRs). Surfaces that have a growth rate controlled with PGRs will be mowed at a frequency that maintains the targeted mowing height. Mowing heights will be adjusted in the fall going into dormancy. Off-season will be performed as needed.

B. Topdressing- Divots filling will be performed at a frequency to promote healing of worn areas and to help maintain level tee surfaces. Holes shall be filled with sand after any aerification performed with 5/8" tines or larger.

C. Set-up- Tee markers, filling of divots, trash and all tee equipment shall be moved at a frequency that provides proper playing surfaces and supports turf health with a minimum of three (3) teeing areas with markers; used unless maintenance, safety or pace of play issues arise.

D. Fungicides- All tees shall receive appropriate fungicide applications to prevent and/or control fungal disease activity.

E. Weed control- The objective of the weed control program is to achieve weed-free playing surfaces. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on weed pressure and seasonality.

F. Vertical Mowing- All tees will be verticut/dethatched as required and at times, in conjunction with core-aerification.

G. Aerification- All tees will be aerified as needed to promote healthy and level tee surfaces. A combination of core-aerification and solid-tine aerification may be utilized to promote healthy turf. The aerification practices will take place when the soil temperatures and growth rates of the turf promote rapid response for healing. Aerification holes 5/8" or larger will be filled with sand.

H. Fertilization- All tees surfaces shall be fertilized with nitrogen, phosphorus, potash and other elements, based on soil testing report findings. The goal of the fertility program is to provide healthy and appealing turf, that allows for a true hitting surface on all tees.

3. Fairways- All Areas of play except greens, tees, rough and natural growth areas
   A. Mowing – All fairways shall be mowed two (with use of growth regulators) to three (without the use of growth regulators) times per week at a height between 0.424" – 0.650" April - October and mowed as needed, November - March and maintained at 0.650" – 0.825".
   B. Aerification- All fairways shall be aerified a minimum of once annually when soil temperatures and growth rates promote rapid response for healing. Special attention will be provided to settled areas during all mechanical practices to promote level playing surfaces (drain lines, irrigations lines, etc).
   C. Fertilization-All fairways shall be fertilized with nitrogen, phosphorus, potash and other elements, based on soil testing report findings. The goal of the fertility program is to provide healthy and appealing turf that allows for a smooth and consistent playing surface.
   D. Vertical Mowing- all fairways shall be verticut, as necessary, to control mat or thatch build-up.
   E. Weed Control- The objective of the weed control program is to achieve weed-free playing surfaces. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on weed pressure and seasonality.
   F. Fungicides- All fairways shall receive appropriate fungicide applications to prevent and/or control fungal disease activity.

4. Roughs- All turfed areas of play except greens, tees, fairways and transitional natural growth areas.
   A. Mowing- All roughs shall be mowed weekly during the growing season. Rough height shall not exceed 2.75" without direct approval. Rough mowing shall not be suspended for any tournament without such approval. The goal is to have clear and defined difference in the height of cut between the rough and the fairway.
   B. Aerification- Roughs shall be aerified to promote healthy turf.
   C. Fertilization- Roughs shall be fertilized with nitrogen, phosphorus, potash and other elements, the goal of the fertility program is to provide healthy turf that provides definition to the course.
   D. Weed Control- The objective of the weed control program is to achieve weed-free playing surfaces. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on anticipated weed pressure, activity of specific weed populations, and seasonality.

5. Planter- All areas planted with ornamental plants, not intended for golf play and having a definable border.
   A. Clean-up- All planters shall be maintained free of trash and debris
   B. Weed Control- The objective of the weed control program is to achieve weed-free areas. Specific and timely applications of pre- and/or post-emergent herbicides will be utilized based on weed pressure and seasonality.
   C. Trimming- The plant material (trees, shrubbery, and ground cover) in the planters shall be trimmed to protect from wind, insect damage and for appearance.
   D. Plantings- Change annual plant material plantings a minimum of once per year.

6. Trees- All trees within the property lines of the golf course
   A. Pruning- All trees shall be properly pruned, for safety, playability, shade-reduction, and for protection from the wind and pest damage.
   B. Mowing- Large area mowers shall not be used within one foot of the trunk of any tree.
   C. Removal and replacement- All dead trees shall be removed, once permitted, as quickly as allowable.
   D. Downed Limbs – All downed limbs shall be removed quickly.

7. Irrigation- All equipment required to irrigate all areas of the property.
   A. As previously identified, American Golf utilizes industry leading technology and practices regarding irrigation water applications and target water use reductions (Examples: Turf Scout TDR-350 Digital Water Meter, POGO, or USGA Moisture Meter).
   B. Repair or replace all heads, valves, controllers, wiring, and pipe as needed to maintain the proper operation of the golf course irrigation system (including greens, tees, fairways, planters, flower beds, etc.) on an on-going basis. Once completed and tested, irrigation repairs need to be made timely, backfilled, and covered within 48 hours.
   C. The golf course shall be irrigated as necessary to support proper growth of golf turf and associated landscaping.
   D. Drainage basins need to be routinely monitored and maintained free of debris that would slow drainage. Basins need to be maintained level and in a safe condition.

8. Cart Paths
   Maintain all cart paths in a safe and clean condition and repair promptly as needed.

9. Edging
   All sidewalks, patios and concrete paths must be kept edged. Edging around valve boxes, meter boxes, backflow preventers, etc. shall be done as needed to insure that there are no obstructions of play or maintenance from growth around these items.

10. Sand Bunkers
    All bunkers shall be raked mechanically and/or hand raked a minimum of 6 times per week in season and as-required in the off-season. Bunkers will be edged as needed, monthly between April and September, to maintain the appropriate boundary and definition between the turf and the bunker. Bunker surrounds will be blown to put sand back into the bunker that may have been blown out or dragged out by maintenance equipment. Bunker sand depth will be inspected regularly. Sand depth will be measured to ensure proper sand depths for safety and playability. Replacement of sand material in order to maintain the proper sand depths will be with the same or a compatible material to the existing bunker material.

11. Landscape Areas
    The various planting areas throughout the course shall be cultivated, weeded, and pruned on a regular basis with at least two replanting programs for annuals scheduled each year, depending on the length of the season.

12. Trash and refuse / Perimeter Maintenance
    A. Shall be collected daily and removed from within the property in a safe, sanitary and lawful manner as necessary to minimize or eliminate problems from refuse odors, insects, etc. Approved trash receptacles, including recyclable containers, shall be conveniently stationed at tee complexes and other appropriate areas and emptied daily.
    B. Trash shall not be allowed to accumulate in abandoned fixtures such as water cooler holders.
    C. Trash and refuse littered on and/or around the perimeter of the property will be removed in large sections daily with the goal of clearing the full perimeter on a weekly basis. American Golf will continue to safely remove discarded trash and debris, including but not limited to: bricks, siding, flooring, & siding, toilets, sinks, showers, plumbing materials, cabinets, roofing, and removed driveway and concrete.

13. Vertebrate pest control
    Shall be routinely performed throughout the property on and on-going basis, in such a manner that vertebrate pest populations are controlled.

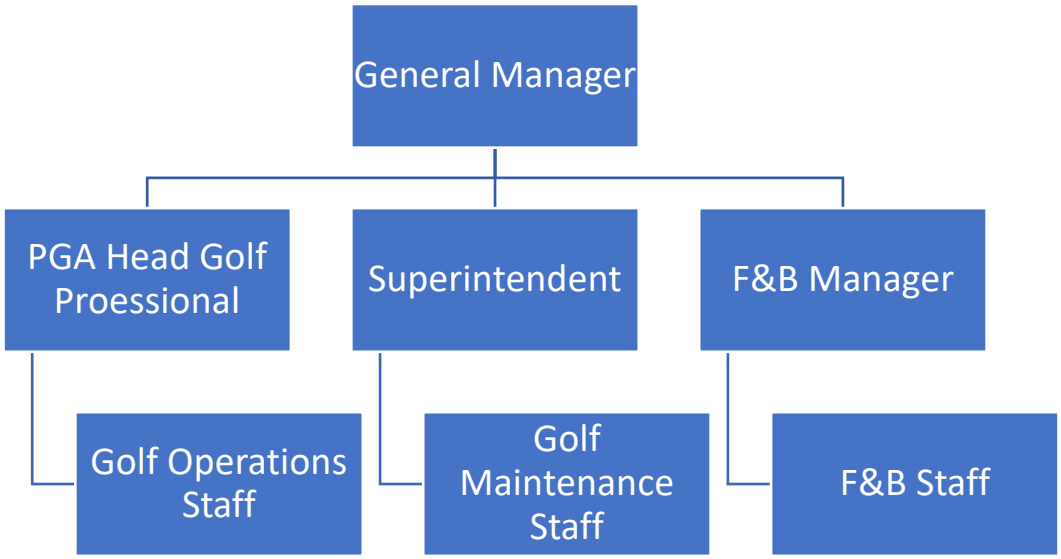
14. Soil Test
    Analysis will be performed annually by an industry recognized and approved professional laboratory.

15. Storage Tanks
    Testing and inspection of all storage tanks located on the property will be inspected routinely and per-code requirement(s) to maintain compliance with Local, State, and Federal guidelines. The testing performed by certified inspectors verifies that no leakage from such tank(s) has occurred or is occurring. Additional monitoring systems and waste petroleum product removal will meet code compliance requirements for functionality and removal.

Staffing Plan

American Golf has transitioned numerous golf course facilities into its portfolio over the years. We have the experience and operations support team to provide seamless transition and on-barding services. We are committed to interviewing the existing employees of Los Lagos and Ebony Hills who express interest in joining the American Golf Team to determine those candidates who meet our criteria. Our proposed organization chart for Los Lagos and Ebony Hills is as follows:

Management and Operations Plan



General Manager Qualifications

- Minimum of 5 years of General Manager experience, preferably in golf, hospitality, or service-driven environments
- 1–2 years of experience managing food and beverage operations of $1M or more
- 2–3 years of experience managing financials, including P&L statements
- Proven ability to develop and execute financial and operational plans
- Strong leadership, communication, and organizational skills
- Experience conducting performance evaluations and managing employee relations
- Proficiency in Microsoft Word, Excel, PowerPoint
- Experience with CRM systems, Point of Sale systems, and timekeeping platforms (ADP/Kronos preferred)
- Familiarity with collaboration tools such as MS Teams, Zoom, and Workplace
- Working knowledge of social media platforms including LinkedIn, Facebook, Instagram, TikTok, and others
- Knowledge of the golf industry
- PGA or LPGA certification

Customer Service & Safety

Training - Defining the Culture

At American Golf everything we do each day at our facilities is guided by our company's overall culture and our Purpose Statement "***Creating Enjoyment for Everyone We Serve***". At American Golf we have teammates not employees. We believe that our teammates are critical to the success of any property and value their participation in achieving the County's goals. Our Purpose Statement and Core Values of: ***Integrity, Team, Growing, Fun, and Safety*** allow our over 2,300 teammates to provide high levels of product quality, hospitality and service to all our clients while at the same time having the opportunity to grow personally and professionally in a fun and safe environment.

PURPOSE STATEMENT

Creating Enjoyment for Everyone We Serve

- We proudly serve to improve the lives of our members, guests, and teammates.

VALUES

INTEGRITY

- We act in a Manner That Builds Trust
- We live by our values and beliefs and never compromise

TEAM

- **T**ogether **E**veryone **A**chieves **M**ore
- We Act as One Team

GROWING

- We Win by Growing
- We strive to get better every day to improve our clubs and the lives of our teammates, members, and guests.

FUN

- We Create Exceptional Experiences
- We have members and guests, not customers.
- We have fun and exceptional experiences, not transactions.

SAFETY

- We Operate Safely
- We have a responsibility to create a safe environment for our members, guests, and teammates.

Customer Service

Consistent with our purpose statement, our customer service program focuses on each team member at the course working to implement our 3 Steps of Service: **Warm Greeting, Memorable Experience and Fond Farewell**. This is not just a program; it is the culture we have built at American Golf.

3 STEPS OF SERVICE

1. WARM GREETING

- Greet every member and guest with a big smile using their name when possible.

2. MEMORABLE EXPERIENCE

- Anticipate member and guests' needs, and act on them with a sense of urgency.

3. FOND FAREWELL

- Sincerely thank each member and guest for visiting and invite them back again.

American Golf views a guest's day at the course in terms of an experience. From the time they drive up in the parking lot to the time they drive out, our job is to create an enjoyable experience that creates loyal customers. We strive to accomplish that through the above mentioned "***3 Steps of Service*****".** As a Company, we are proud of the fact that we have had the opportunity to provide great experiences to our guests for the past 50+ years. **This pride is further reinforced by the fact that after 50 years we still have the privilege of operating our first portfolio course, Westchester Golf Course in Los Angeles.**

While driving revenue is key to our operating strategy, we continue to optimize the balance between Revenue and Service. Integrating these two elements is essential to consistent and sustainable revenue growth. Our key strategies revolve around:

- **Training**- The 3 Steps of Service are continually reinforced through training and during site visits from support staff.
- **Direct Customer Communication**- Our online tee sheet provides communication tools for confirmation and thank you emails to enhance the customers experience and gain feedback.
- **Uberall**- AGC utilizes Uberall to help manage the customer experience to provide real time feedback to our managers at their facilities.
- **TripleSeat**- National CRM tool to centralize and manage private event, member, and tournament contacts
- **Active Campaign**- Robust e-mail marketing platform that allows mass distribution and customized marketing approaches to our proprietary databases.
- **Contact Us**- Through all our online channels we provide mechanisms for customers to provide feedback and have procedures in place to respond.
- **Third Party Reviews**- General Managers, Revenue Managers, and Event Sales staff continually reference third party reviews for ratings and feedback including: Google, Greenskeeper.org, Yelp, Golf Advisor.

Operations Excellence – Training and Recognition

We believe that outstanding operations begin with outstanding people. With TEAM as one of our core values, American Golf understands that we can never be better than the team we assemble at our courses and clubs. Our philosophy is that quality local management is essential to successful guest service and financial results. To this end, our company relies on extensive teammate recruitment, selection and training processes to attract and retain the most talented, seasoned professionals from a variety of golf and hospitality disciplines.

Successful candidates who meet American Golf's stringent qualifications are entered into training programs designed to provide teammates with the skills and tools necessary to make good decisions, provide excellent customer service, take responsibility for their actions, and excel in the operating requirements of their respective positions. We utilize a variety of proprietary and industry-leading training and oversight tools to ensure our General Managers and their staffs provide quality customer service including:

Teammate Satisfaction/Retention

Well-trained and motivated teammates have been key to the success of American Golf's portfolio. In addition to hiring the right person for each job, American Golf provides both the training that results in top performance of that job, as well as, the training that will help the co-worker reach his or her full potential within the organization.

We strive to promote teammates from within to fill roles of increasing responsibility and offer a variety of personal and professional growth programs as well as continuing education programs that are designed to provide interested individuals with the skills and resources necessary to advance within the organization.

Complementing these comprehensive training and development programs are a variety of co- worker benefits. The company's benefits package includes both PPO and non-PPO medical plans, a dental plan, group term life and AD&D, long-term disability, a teammate 401(k) savings plan, holiday and vacation pay, and other important benefits.

General and Administrative

While the team members at the course are focusing on their operations and our purpose statement of "***Creating Enjoyment for Everyone We Serve***" behind the scenes American Golf has a corporate team that is focused on supporting the administrative tasks integral to any operation. Below is a partial list of those services.

Accounting, Reporting and Oversight

Los Lago's and Ebony Hill's GolfNow 365 POS systems will be linked to American Golf's central accounting department where all financial data will be further audited, and reports developed for distribution. These reports allow for daily tee sheet and sales report reconciliation audits by the General Manger and periodic audits coordinated by our Regional Vice President. Any deficiencies can be quickly resolved before significant issues arise.

We are flexible and uniquely experienced in accommodating the special needs of our clients, including the high-level of accountability and customized reporting required by municipalities. Being part of a publicly traded company American Golf's accounting practices are some of the most stringent in the golf industry. We can provide detailed monthly financial statements to all our clients on a routine and timely basis. We expect routine audits and will maintain excellent internal controls over recording and reporting revenue properly, to comply with the requirements of our operating agreements.

Budgeting and Business Plans

American Golf's budgeting and business planning process is led by our Financial Planning and Accounting team (FPA). Our planning focuses on each individual course's position in the market based on its value and attractiveness compared to similar properties with similar offerings, conditioning and rate structure. We determine areas of improvement to improve each properties position in their market segment to be the leader in that segment. Pricing is determined annually based on market conditions, the competitive market and generally does not exceed changes in the local consumer price index (CPI). All our general managers are challenged to find opportunities for increased revenue and efficiency goals without compromising quality. The entire process is designed to operate and manage our facilities with an owner's mentality and manage our client's dollars as they though they were our own.

Risk Mitigation, Loss and Liability Prevention & Safety

American Golf's legal department is the industry leader in golf course, real estate, retail, food & beverage, and service industry related matters. Our team in the field has access to this dedicated department to provide their expertise and support to their operations. The services of the legal department provide key benefits to ensure overall safety and success at the Courses. The legal team has been vigilant and proactive in risk management with their main objective to reduce the expenses and danger associated with risk.

Following are some key items we provide:

Loss and Liability Prevention

Maintain an aggressive and proactive liability prevention program that significantly reduces cost, unsafe conditions and legal exposure. This program, which begins with comprehensive training for General Managers and department heads, is supported by a specific and actionable follow-up process.

Safety

Teammate safety training is a key component of any safety program. American Golf's goal is to ensure all teammates receive initial, monthly, job-specific and refresher training as applicable to ensure a safe and healthy work environment for those we employ and serve. We are committed to the safety of our teammates and guests and strive to continue to reduce incidents, increase productivity, improve teammate morale and our guest's experience.

At American Golf we have designed a customized golf course safety training program for each department within our organization. Management is provided with a training structure and materials to ensure our teammates receive quality and effective training that exceeds local, state and federal training standards.

Management and Operations Plan

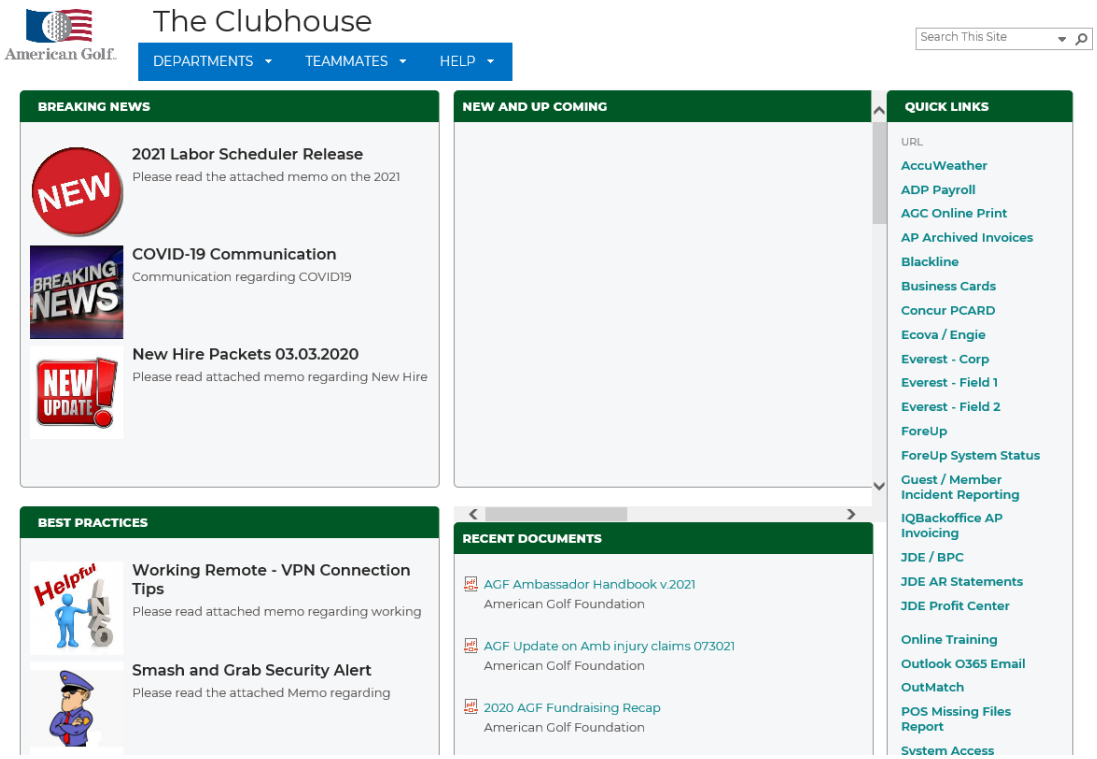
Although the training program has a strong foundation it is not considered all-inclusive. Management is encouraged to go beyond the training matrix and encompass location-specific safety topics into their meetings as necessary.

Key Components of our Safety program are:

- **Annual Safety Audits** performed to assess and prevent liability situations or defects from both a customer and teammate perspective
- **Management Incident Reporting** system to reduce false claims and aid in appropriate defense
- **Guest Incident Reporting** to aggressively adjust claims immediately
- **Safety Requirements** including steel-toed boots for all course maintenance staff, slip resistant floors in kitchen and food & beverage preparation areas, and the use of hard hats by all teammates working on the golf course

Company Intranet

The Clubhouse (American Golf Company Intranet) provides our team with access to all programs, accounting, financial reporting and sales management systems, and serves as a conduit to deliver important information to the field and provide electronic access to all documents and files related to best management practices, key policies, procedures, operating standards, tools and training.



In addition to The Clubhouse, American Golf's golf course Superintendents have access to the American Golf Superintendent Blog where they can share "Best Practices" along with finding useful training videos for both equipment operation and routine maintenance practices.

American Golf Supers

Superintendent Blog

A. Introduction / B. Health and Safety / C. Equipment Care / D. Course Set Up / E. Greens Mowing / F. Tees/Collars/Approach Mowing / G. Fairway Mowing / H. Rough Mowing / I. Green/Tee Banks Mowing / J. Bunker Maintenance / K. Clubhouse and Range / L. Vehicle and Golf Cart Operation / M. Small Tools / N. Cultural Practices / O. Irrigation Repair / P. Fertilizer and Chemical Applications

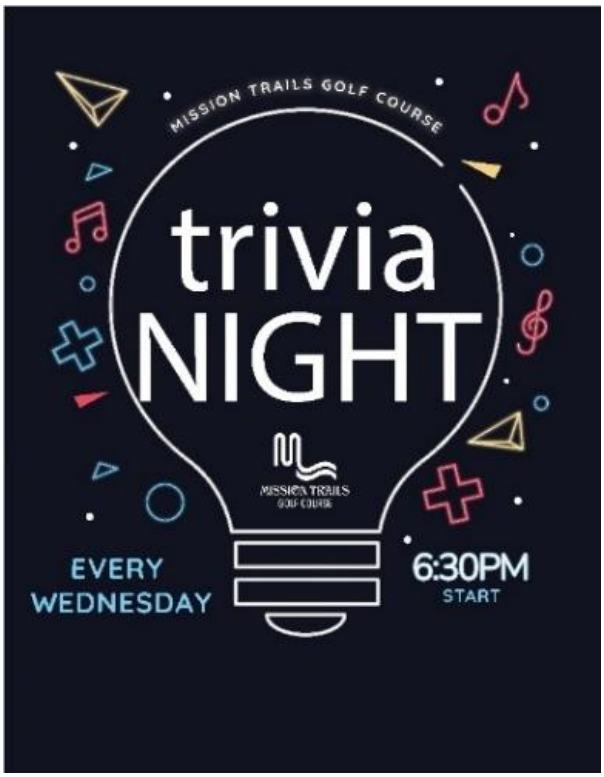
Community Relations & Public Programming

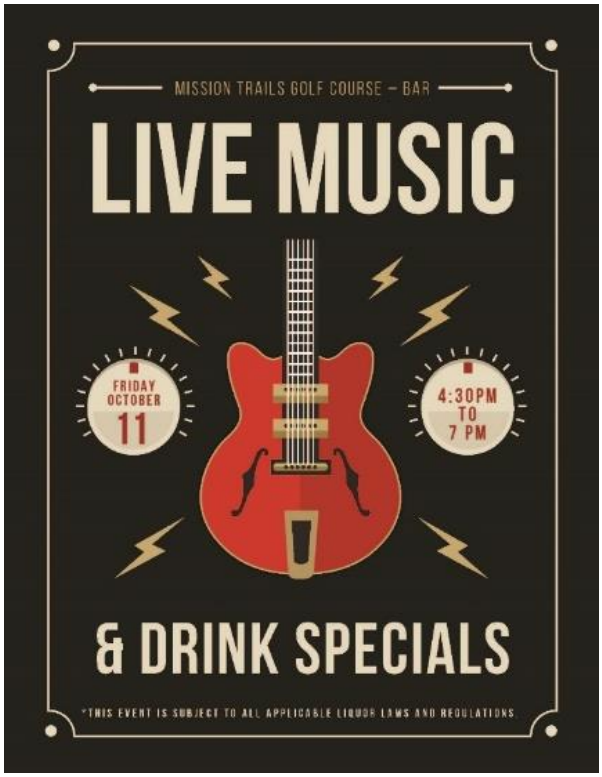
At American Golf we pride ourselves on being good neighbors and strong corporate citizens. At American Golf we believe being an active member of the local community is an important part to the overall success of any municipal golf facility. This entails working with local groups to ensure successful golf events and active participation in local civic and community organizations.



Additionally, American Golf believes that the golf course should be enjoyed by the entire community and has endeavored to develop new and exciting offerings and public programs to attract non-golfers to utilize this important community recreational asset. This entails hosting a variety of golf and non-golf events at the course to attract community members that may have never been to the course. These events can include everything from Easter Egg Hunts, Trivia Nights, Wine Tastings and movie nights to exploring alternative uses such as speed golf. We believe the more people in the surrounding community that enjoy the facility the more successful the property will be.

The following pages illustrate event concepts and a sample Calendar of Events.


MISSION TRAILS GOLF COURSE
trivia
NIGHT
MISSION TRAILS GOLF COURSE
EVERY
WEDNESDAY
6:30PM
START


MISSION TRAILS GOLF COURSE – BAR
LIVE MUSIC
FRIDAY
OCTOBER
11
4:30PM
TO
7 PM
& DRINK SPECIALS
*THIS EVENT IS SUBJECT TO ALL APPLICABLE LIQUOR LAWS AND REGULATIONS.


CALENDAR OF EVENTS
JANUARY
Weekly Players Club Clinics
FEBRUARY
Weekly Players Club Clinics
MARCH
Weekly Players Club Clinics
Annual Blood Drive
APRIL
Weekly Players Club Clinics
Couples Twilight League
Taco Tuesday Golf
MAY
Weekly Players Club Clinics
Couples Twilight League 9 & Wine
Taco Tuesday Golf
JUNE
Weekly Players Club Clinics
Couples Twilight League 9 & Wine
Taco Tuesday Golf
First Tee Fundraising Campaign
Nike Golf Camp
Movie Night
JULY
Weekly Players Club Clinics
Couples Twilight League 9 & Wine
Taco Tuesday Golf
4th of July Firework
AUGUST
Weekly Players Club Clinics
Taco Tuesday Golf
Nike Golf Camp
Players Club Summer Scramble
Movie Night
SEPTEMBER
Weekly Players Club Clinics
Taco Tuesday Golf
Couples Twilight League 9 & Wine
Folds of Honor Fundraising Campaign
OCTOBER
Weekly Players Club Clinics
Players Club Halloween Event
NOVEMBER
Weekly Players Club Clinics
Turkey Shoot
Election Day Voting
DECEMBER
Weekly Players Club Clinics
Toy Drive
Breakfast with Santa

Supporting The Communities We Serve

The Mission of the AG Foundation:

To promote the game of golf and its ideals through charity, education, and community service.

An important part of our culture is giving back to the communities in which we operate. This is accomplished through the AG Foundation. Created in 1995, the AG Foundation is a 501c3 and a 509 a2 public charity that works with municipal, resort and daily fee golf courses across the country to actively support a wide spectrum of worthy local and national non-profit organizations that make a difference in local communities. The Foundation mobilizes a dedicated team of 700 volunteer Ambassadors at host golf courses. Ambassadors donate their time, energy, skills and knowledge to conduct fundraising activities, participate in community outreach programs, educate guests on proper golf course etiquette, rules and safety, and help make the game of golf accessible to people of all ages and backgrounds. We would look to implement this program at Los Lagos and Ebony Hills for the benefit of the City of Edinburg and the enjoyment of the Los Lagos and Ebony Hills golfers.

$4.5 Million Donated in the Last 10 Years

AGF Partners:
SCGA Junior
Folds of Honor Foundation
Jordan & Kyra Memorial Foundation
American Red Cross and other disaster relief charities



Golf Instructional Programs

Our public golf courses offer instruction for students of all ages and levels who want to enhance their golf skills and strategy. These programs include weekly Players Club Clinics, PGA Junior League, hosting Southern California Golf Association (SCGA) Junior events and providing discounted range balls and green fees to SCGA Junior participants.

We envision similar player development and junior golf programs at Los Lagos Golf Course and Ebony Hills Golf Course as well as hosting local area school golf programs as we do at the vast majority of American Golf's courses.

In addition to the accessibility and instructional benefits of American Golf's **Players Club** Program, American Golf is dedicated to increasing access and interest in golf for all residents and visitors in the communities we serve. From our active involvement in First Tee and local youth and Park and Recreation Department Programs, American Golf designs outreach and instructional programs and partnerships to attract the entire community to the great game of golf.

Purchasing / National Account Pricing

Through our extensive network of vendor relationships American Golf has been able to obtain industry leading discount programs with most major vendors. As part of a management agreement with American Golf, the City of Edinburg will benefit from these discounts with drastically reduced costs for golf carts, maintenance equipment, irrigation system parts and dramatically reduced credit card processing fees. Below is a partial list of our vendors.

Additional Vendors

- EZ-Go Golf Carts
- Rain Bird
- Toro
- Syngenta
- GolfNow
- Simplot
- Entegra
- Harrell's

Financial Plan

Combined	Year 1	Year 2	% YoY	Year 3	% YoY	Year 4	% YoY	Year 5	% YoY
Green Fees	1,202,849	1,327,064	10.3%	1,456,613	9.8%	1,599,118	9.8%	1,755,890	9.8%
Cart Rental	349,054	388,807	11.4%	428,660	10.3%	472,598	10.3%	521,039	10.3%
Range	85,476	94,237	10.3%	103,896	10.3%	114,546	10.3%	126,287	10.3%
Players Club	377,055	527,877	40.0%	581,984	10.3%	641,638	10.3%	707,406	10.3%
Merchandise	113,938	119,635	5.0%	125,617	5.0%	131,898	5.0%	138,493	5.0%
Food	101,888	106,982	5.0%	112,332	5.0%	117,948	5.0%	123,846	5.0%
Beverage	157,633	165,515	5.0%	173,790	5.0%	182,480	5.0%	191,604	5.0%
Other	-	-		-		-		-	
Revenue	**2,387,893**	**2,730,117**	14.3%	**2,982,893**	9.3%	**3,260,225**	9.3%	**3,564,564**	9.3%
Cost of Goods	**144,130**	**151,337**	5.0%	**158,904**	5.0%	**166,849**	5.0%	**175,191**	5.0%
% of Revenue	*6%*	*6%*		*5%*		*5%*		*5%*	
Gross Profit	**2,243,763**	**2,578,780**	14.9%	**2,823,989**	9.5%	**3,093,376**	9.5%	**3,389,372**	9.6%
Payroll Expense									
Golf Payroll	112,126	116,051	3.5%	120,113	3.5%	124,316	3.5%	128,668	3.5%
Carts & Range Payroll	115,877	119,933	3.5%	124,130	3.5%	128,475	3.5%	132,972	3.5%
Course Maintenance Payroll	467,804	484,177	3.5%	501,124	3.5%	518,663	3.5%	536,816	3.5%
Food & Beverage Payroll	90,832	95,374	5.0%	100,143	5.0%	105,150	5.0%	110,407	5.0%
General & Administrative Payroll	109,912	113,759	3.5%	117,741	3.5%	121,862	3.5%	126,127	3.5%
Payroll Expense	**896,552**	**929,294**	3.7%	**963,250**	3.7%	**998,466**	3.7%	**1,034,989**	3.7%
Operating Expense									
General & Administrative	168,568	179,845	6.7%	188,954	5.1%	198,747	5.2%	209,287	5.3%
Facilities & Supplies	84,440	87,994	4.2%	91,706	4.2%	95,583	4.2%	99,633	4.2%
Repairs & Maintenance	368,428	384,385	4.3%	401,066	4.3%	418,505	4.3%	436,738	4.4%
Marketing	1,444	1,505	4.2%	1,569	4.2%	1,635	4.2%	1,704	4.2%
Technology	32,587	34,217	5.0%	35,927	5.0%	37,724	5.0%	39,610	5.0%
Operating Expense	**655,467**	**687,946**	5.0%	**719,223**	4.5%	**752,195**	4.6%	**786,972**	4.6%
Utilities	**146,375**	**150,766**	3.0%	**155,289**	3.0%	**159,948**	3.0%	**164,746**	3.0%
Leases & Rentals									
Cart Leases	84,340	86,448	2.5%	88,609	2.5%	90,825	2.5%	93,095	2.5%
Equipment Leases	33,933	34,782	2.5%	35,651	2.5%	36,543	2.5%	37,456	2.5%
Leases & Rentals	**118,273**	**121,230**	2.5%	**124,261**	2.5%	**127,367**	2.5%	**130,551**	2.5%
Controllable Operating Expenses	**1,816,667**	**1,889,236**	4.0%	**1,962,022**	3.9%	**2,037,975**	3.9%	**2,117,258**	3.9%
% of Revenue	*76%*	*69%*		*66%*		*63%*		*59%*	
Controllable EBITDAR	**427,096**	**689,544**	61.4%	**861,967**	25.0%	**1,055,401**	22.4%	**1,272,114**	20.5%
Property Taxes	-	-		-		-		-	
Insurance	68,379	71,798	5.0%	75,388	5.0%	79,158	5.0%	83,116	5.0%
Non-Controllable OpEx	**68,379**	**71,798**	5.0%	**75,388**	5.0%	**79,158**	5.0%	**83,116**	5.0%
Total OpEx	**1,885,047**	**1,961,034**	4.0%	**2,037,411**	3.9%	**2,117,133**	3.9%	**2,200,374**	3.9%
EBITDAR	**358,716**	**617,746**	72.2%	**786,579**	27.3%	**976,244**	24.1%	**1,188,998**	21.8%
Management Fee									
Management Fee	155,872	185,375	18.9%	205,966	11.1%	228,752	11.1%	253,961	11.0%
Total Management Fee	**155,872**	**185,375**	18.9%	**205,966**	11.1%	**228,752**	11.1%	**253,961**	11.0%
EBITDA	**202,845**	**432,371**	113.2%	**580,613**	34.3%	**747,492**	28.7%	**935,037**	25.1%
Capital Improvement									
CAPEX Reserve 2% of Revenue	47,758	54,602		59,658		65,205		71,291	
Total Capex	**47,758**	**54,602**		**59,658**		**65,205**		**71,291**	
Free Cash Flow	**155,087**	**377,769**	143.6%	**520,955**	37.9%	**682,288**	31.0%	**863,746**	26.6%
Metrics:									
Rounds Played	52,982	55,631		58,413		61,333		64,400	
GF/prnd	$22.70	$23.85		$24.94		$26.07		$27.27	
CF/Prnd	$6.59	$6.99		$7.34		$7.71		$8.09	
Merch/Prnd	$2.15	$2.15		$2.15		$2.15		$2.15	
Food/Prnd	$1.92	$1.92		$1.92		$1.92		$1.92	
Bev/Prnd	$2.98	$2.98		$2.98		$2.98		$2.98	

Financial Plan

Los Lagos	Year 1	Year 2	% YoY	Year 3	% YoY	Year 4	% YoY	Year 5	% YoY
Green Fees	932,830	1,022,279	9.6%	1,120,588	9.6%	1,228,651	9.6%	1,347,450	9.7%
Cart Rental	197,613	217,868	10.3%	240,200	10.3%	264,820	10.3%	291,965	10.3%
Range	85,476	94,237	10.3%	103,896	10.3%	114,546	10.3%	126,287	10.3%
Players Club	347,288	486,203	40.0%	536,038	10.3%	590,982	10.3%	651,558	10.3%
Merchandise	105,281	110,545	5.0%	116,072	5.0%	121,876	5.0%	127,970	5.0%
Food	71,088	74,643	5.0%	78,375	5.0%	82,294	5.0%	86,408	5.0%
Beverage	109,982	115,481	5.0%	121,255	5.0%	127,318	5.0%	133,684	5.0%
Other	-	-		-		-		-	
Revenue	**1,849,558**	**2,121,256**	14.7%	**2,316,425**	9.2%	**2,530,487**	9.2%	**2,765,321**	9.3%
Cost of Goods	**117,322**	**123,188**	5.0%	**129,347**	5.0%	**135,815**	5.0%	**142,605**	5.0%
% of Revenue	*6%*	*6%*		*6%*		*5%*		*5%*	
Gross Profit	**1,732,236**	**1,998,068**	15.3%	**2,187,078**	9.5%	**2,394,672**	9.5%	**2,622,716**	9.5%
Payroll Expense									
Golf Payroll	81,651	84,509	3.5%	87,466	3.5%	90,528	3.5%	93,696	3.5%
Carts & Range Payroll	84,151	87,097	3.5%	90,145	3.5%	93,300	3.5%	96,566	3.5%
Course Maintenance Payroll	318,769	329,926	3.5%	341,474	3.5%	353,425	3.5%	365,795	3.5%
Food & Beverage Payroll	63,375	66,543	5.0%	69,871	5.0%	73,364	5.0%	77,032	5.0%
General & Administrative Payroll	109,912	113,759	3.5%	117,741	3.5%	121,862	3.5%	126,127	3.5%
Payroll Expense	**657,859**	**681,834**	3.6%	**706,697**	3.6%	**732,479**	3.6%	**759,216**	3.7%
Operating Expense									
General & Administrative	118,819	127,426	7.2%	134,165	5.3%	141,423	5.4%	149,248	5.5%
Facilities & Supplies	51,053	53,606	5.0%	56,286	5.0%	59,100	5.0%	62,055	5.0%
Repairs & Maintenance	245,220	257,481	5.0%	270,355	5.0%	283,872	5.0%	298,066	5.0%
Marketing	875	919	5.0%	965	5.0%	1,013	5.0%	1,064	5.0%
Technology	16,294	17,108	5.0%	17,964	5.0%	18,862	5.0%	19,805	5.0%
Operating Expense	**432,261**	**456,540**	5.6%	**479,734**	5.1%	**504,271**	5.1%	**530,238**	5.1%
Utilities	**83,705**	**86,216**	3.0%	**88,802**	3.0%	**91,466**	3.0%	**94,210**	3.0%
Leases & Rentals									
Cart Leases	50,604	51,869	2.5%	53,166	2.5%	54,495	2.5%	55,857	2.5%
Equipment Leases	20,360	20,869	2.5%	21,391	2.5%	21,926	2.5%	22,474	2.5%
Leases & Rentals	**70,964**	**72,738**	2.5%	**74,556**	2.5%	**76,420**	2.5%	**78,331**	2.5%
Controllable Operating Expenses	**1,244,788**	**1,297,328**	4.2%	**1,349,790**	4.0%	**1,404,637**	4.1%	**1,461,996**	4.1%
% of Revenue	*67%*	*61%*		*58%*		*56%*		*53%*	
Controllable EBITDAR	**487,448**	**700,740**	43.8%	**837,288**	19.5%	**990,036**	18.2%	**1,160,720**	17.2%
Property Taxes	-	-		-		-		-	
Insurance	53,421	56,092	5.0%	58,897	5.0%	61,842	5.0%	64,934	5.0%
Non-Controllable OpEx	**53,421**	**56,092**	5.0%	**58,897**	5.0%	**61,842**	5.0%	**64,934**	5.0%
Total OpEx	**1,298,209**	**1,353,420**	4.3%	**1,408,687**	4.1%	**1,466,479**	4.1%	**1,526,930**	4.1%
EBITDAR	**434,027**	**644,648**	48.5%	**778,391**	20.7%	**928,194**	19.2%	**1,095,786**	18.1%

Financial Plan

Ebony Hills	Year 1	Year 2	% YoY	Year 3	% YoY	Year 4	% YoY	Year 5	% YoY
Green Fees	270,020	304,785	*12.9%*	336,025	*10.3%*	370,468	*10.3%*	408,441	*10.3%*
Cart Rental	151,441	170,939	*12.9%*	188,460	*10.3%*	207,777	*10.3%*	229,075	*10.3%*
Range	-	-		-		-		-	
Players Club	29,768	41,675	*40.0%*	45,946	*10.3%*	50,656	*10.3%*	55,848	*10.3%*
Merchandise	8,657	9,090	*5.0%*	9,544	*5.0%*	10,022	*5.0%*	10,523	*5.0%*
Food	30,800	32,340	*5.0%*	33,957	*5.0%*	35,654	*5.0%*	37,437	*5.0%*
Beverage	47,651	50,033	*5.0%*	52,535	*5.0%*	55,162	*5.0%*	57,920	*5.0%*
Other	-	-		-		-		-	
Revenue	**538,336**	**608,861**	*13.1%*	**666,468**	*9.5%*	**729,739**	*9.5%*	**799,243**	*9.5%*
Cost of Goods	**26,809**	**28,149**	*5.0%*	**29,557**	*5.0%*	**31,034**	*5.0%*	**32,586**	*5.0%*
% of Revenue	*5%*	*5%*		*4%*		*4%*		*4%*	
Gross Profit	**511,527**	**580,712**	*13.5%*	**636,911**	*9.7%*	**698,704**	*9.7%*	**766,657**	*9.7%*
Payroll Expense									
Golf Payroll	30,475	31,542	*3.5%*	32,646	*3.5%*	33,789	*3.5%*	34,971	*3.5%*
Carts & Range Payroll	31,726	32,836	*3.5%*	33,985	*3.5%*	35,175	*3.5%*	36,406	*3.5%*
Course Maintenance Payroll	149,035	154,251	*3.5%*	159,650	*3.5%*	165,237	*3.5%*	171,021	*3.5%*
Food & Beverage Payroll	27,458	28,831	*5.0%*	30,272	*5.0%*	31,786	*5.0%*	33,375	*5.0%*
General & Administrative Payroll	-	-		-		-		-	
Payroll Expense	**238,694**	**247,460**	*3.7%*	**256,553**	*3.7%*	**265,987**	*3.7%*	**275,773**	*3.7%*
Operating Expense									
General & Administrative	49,749	52,419	*5.4%*	54,789	*4.5%*	57,324	*4.6%*	60,039	*4.7%*
Facilities & Supplies	33,387	34,389	*3.0%*	35,420	*3.0%*	36,483	*3.0%*	37,577	*3.0%*
Repairs & Maintenance	123,208	126,904	*3.0%*	130,711	*3.0%*	134,633	*3.0%*	138,672	*3.0%*
Marketing	569	587	*3.0%*	604	*3.0%*	622	*3.0%*	641	*3.0%*
Technology	16,294	17,108	*5.0%*	17,964	*5.0%*	18,862	*5.0%*	19,805	*5.0%*
Operating Expense	**223,207**	**231,407**	*3.7%*	**239,489**	*3.5%*	**247,924**	*3.5%*	**256,734**	*3.6%*
Utilities	**62,670**	**64,550**	*3.0%*	**66,486**	*3.0%*	**68,481**	*3.0%*	**70,535**	*3.0%*
Leases & Rentals									
Cart Leases	33,736	34,579	*2.5%*	35,444	*2.5%*	36,330	*2.5%*	37,238	*2.5%*
Equipment Leases	13,573	13,913	*2.5%*	14,261	*2.5%*	14,617	*2.5%*	14,982	*2.5%*
Leases & Rentals	**47,309**	**48,492**	*2.5%*	**49,704**	*2.5%*	**50,947**	*2.5%*	**52,221**	*2.5%*
Controllable Operating Expenses	**571,879**	**591,908**	*3.5%*	**612,232**	*3.4%*	**633,338**	*3.4%*	**655,263**	*3.5%*
% of Revenue	*106%*	*97%*		*92%*		*87%*		*82%*	
Controllable EBITDAR	**(60,352)**	**(11,196)**	*-81.4%*	**24,679**	*-320.4%*	**65,366**	*164.9%*	**111,394**	*70.4%*
Property Taxes	-	-		-		-		-	
Insurance	14,958	15,706	*5.0%*	16,491	*5.0%*	17,316	*5.0%*	18,182	*5.0%*
Non-Controllable OpEx	**14,958**	**15,706**	*5.0%*	**16,491**	*5.0%*	**17,316**	*5.0%*	**18,182**	*5.0%*
Total OpEx	**586,837**	**607,614**	*3.5%*	**628,724**	*3.5%*	**650,654**	*3.5%*	**673,444**	*3.5%*
EBITDAR	**(75,310)**	**(26,902)**	*-64.3%*	**8,187**	*-130.4%*	**48,050**	*486.9%*	**93,212**	*94.0%*

Fee Proposal

Proposal

American Golf proposes a five year (5 year) initial term with three (3) two year (2 year) mutual option terms. The proposed annual fixed Management Fee of $120,000 to be payable in equal monthly installments of $10,000 per month. This fee will grow annually by the increase in the Consumer Price Index for Hidalgo County.

American Golf operated properties routinely operate with an EBITDAR margin in excess of 35% while providing quality service, course maintenance standards and a high-quality experience. We expect to increase revenue significantly at Los Lagos and Ebony Hills while also significantly improving the operating margin and net proceeds to the City as a result of our operating strategies outlined above.

As a performance incentive to improve financial sustainability and cost efficiency at Los Lagos and Ebony Hills, American Golf also proposes an Incentive Management Fee equal to 10% of positive EBITDAR annually.

EBITDAR is defined as all Revenue less Cost of Goods Sold less Payroll and other Operating expenses less Insurance expenses.

City retains all Free Cash Flow (after payment of the Management Fees).

Additional Information

Insurance

American Golf has uploaded its current General Liability and Property Insurance certificates as evidence of our ability to obtain required insurance coverage. Descriptions of risk-management practices can be found above in the Management and Operations Plan section of this response.

Addenda

American Golf acknowledges receipt of Addendum No. #1 dated 03/24/2026, Document 00900.

Compliance Certification / Management Contract Terms

American Golf anticipates the final form of Management Agreement to be substantially similar to the attached draft agreement. This form is typical of industry-standard golf management agreements providing for appropriate indemnification and operating account funding procedures. We are happy to discuss and negotiate contractual terms and conditions during the negotiation process.

MANAGEMENT AGREEMENT

This MANAGEMENT AGREEMENT ("Agreement") is made and entered into effective as of _____, 202__ (the "Commencement Date") by and between _____, a _____ limited liability company ("Owner"), and AGC Management, LLC, a Delaware limited liability company ("Manager").

RECITALS

A. Manager, together with its affiliates, is engaged in the ownership, management and operation of golf courses and country clubs throughout the United States.

B. Owner owns that certain real property located at _____ (the "Facility").

C. Owner desires to utilize the services and expertise of Manager in the management, and operation of the Facility, and Manager desires to render such services upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, Owner and Manager hereby amend and restate the Initial Agreement in its entirety and agree as follows:

ARTICLE 1 - DEFINITIONS

As used in this Agreement, terms not otherwise defined in the body of this Agreement shall have the respective meanings set forth in Exhibit "A" to this Agreement.

ARTICLE 2 - TERM OF AGREEMENT

2.1 Term. The term of this Agreement shall commence on the Commencement Date and shall continue for a period of _____years (the "Initial Term"). The parties may mutually agree to a _____year extension at the end of the Initial Term, by agreeing writing to such extension no later than ninety (90) days prior to the conclusion of the Initial Term. The parties acknowledge and agree that the "Commencement Date" is _____, 202_.

ARTICLE 3 - OPERATING RESPONSIBILITIES

3.1 **Grant to Manager**. Except as otherwise expressly provided in this Agreement, Owner grants to Manager the right to manage and operate the Facility pursuant to the terms of this Agreement, and Manager agrees it will manage and operate the Facility in accordance with the approved Annual Plan, and in a manner comparable to and consistent with the management and operational practices of Comparable Facilities (except as otherwise set forth in this Agreement). Manager shall perform its services in a timely and diligent manner. Without in any way limiting Manager's right to manage and operate the Facility in accordance with the terms of this

Agreement, Manager, with the approval of Owner and in accordance with the terms of this Agreement, shall have the authority and responsibility to: (a) implement each approved Annual Plan; (b) determine, establish, and implement the policies, standards, and schedules for the operation and maintenance of the Facility and all matters affecting customer relations; (c) hire, train, and supervise the general manager, course superintendent, and all Facility employees; (d) supervise and direct all phases of advertising, sales, marketing and business promotion for the Facility; and (e) establish payroll procedures and functions for the Facility . To the extent the foregoing duties are discussed, detailed or included in the Annual Plan, Manager will carry out such duties consistent with the Annual Plan. Owner agrees it will reasonably cooperate with Manager to permit and assist Manager to carry out its duties under this Agreement provided Manager provides reasonable advance notice for such cooperation and assistance.

3.2 Annual Plans.

3.2.1 *Preparation*. Manager will submit to Owner at least thirty (30) days in advance of each Operating Year an "Annual Plan" consisting of (a) a budget which shall include for the ensuing year estimates covering the projected revenues of the Facility (broken down on a line item basis) and the projected expenditures for (i) property operation and maintenance, (ii) Capital Improvements which constitute normal repairs, replacements, and alterations for the Operating Year after the Operating Year which the Annual Plan otherwise covers, (iii) Furnishings and Equipment and Operating Inventory, (iv) advertising, sales, and business promotion and (v) employee Compensation and (b) an operating/business plan for the Facility setting forth a marketing and promotions plan, a schedule of proposed golf charges, an operating schedule (which shall include hours of operation and staffing levels), a maintenance plan, and to the extent applicable, membership sales plans, membership dues and initiation fee schedules. Owner acknowledges that the Annual Plans and budgets and operating/business plans contained therein are estimates, and will not and do not constitute a guarantee of the actual revenues or expenses of operating the Facility. The parties understand that, as provided in Section 10, budgets for Major Capital Improvements will be treated separately and will not form part of the Annual Plans. The Plan for the initial Partial Year, beginning on the Commencement Date and concluding on Decemnber 31, 2020, is attached as Exhibit "B" to this Agreement.

3.2.2 *Approvals*. Each Annual Plan shall be subject to the prior written approval of Owner, and the new Annual Plan for a given Operating Year cannot go into effect without such approval from Owner, such approval not to be unreasonably withheld. It is contemplated by the parties that the Annual Plan will be agreed upon by the parties not later than fifteen (15) days following delivery of the Annual Plan by Manager to Owner. If Owner fails to advise Manager of any objections to the Annual Plan within such 15-day period, then Owner shall be deemed to have approved the Annual Plan as submitted. In the event of a dispute with regard to an Annual Plan, the parties shall use good faith efforts to resolve such dispute. Pending the resolution of such dispute, Manager shall continue to manage and operate the Facility in accordance with the standards set forth in this Agreement and the most recent approved Annual Plan, as it may have been mutually amended by the parties during the preceding year in accordance with the Agreement, at a level of expenditures comparable to those of the preceding year subject to reasonable increases in Operating Expenses requested by Manager due to (a) increases in the number of members or guests using the Facility, (b) increases in Gross Revenues, or (c) other matters beyond the reasonable control of Manager (e.g., without limitation, increases in utility charges, etc.). Once

approved, Manager may propose amendments or revisions to the Annual Plan to take into consideration variables or events that did not exist, or could not be anticipated by Manager, at the time the Annual Plan was prepared. Any such proposed amendments or revisions shall be submitted in writing and shall be subject to Owner's prior approval.

3.2.3 *Compliance*. Manager shall comply, to the extent reasonably and commercially practicable, with the applicable Annual Plan. If Manager reasonably anticipates that Operating Expenses will exceed amounts so budgeted in the Annual Plan for a given Operating Year, it shall promptly notify Owner of the same.

3.2.4 *Emergency Expenditures*. Notwithstanding anything in this Agreement to the contrary, in the event an emergency arises by act of God or any event or act beyond the control of Manager, or a dangerous condition exists that requires immediate repair, or a governmental directive or order is issued to Owner, Manager is authorized to take such actions as may in its reasonable discretion be required (including expending any funds reasonably necessary to respond to such condition or event); provided, however, that Manager shall immediately notify Owner of the emergency situation (or governmental directive or order) and the action Manager proposes to take, or has taken (including the amount of any expenditures).

3.3 Technical Assistance Services. During the Term, Manager will provide, as needed, certain supervisory and consulting services to the Facility from Manager's regional and corporate technical assistance services program, including business planning and budgeting, training, security, marketing and sales, central purchasing, merchandising, food and beverage, maintenance, human resources, and legal compliance. Except as provided in Section 3.4 below, these services will be provided by Manager without any additional charge to Owner.

3.4 Special Consulting Services. In addition to the services described in Section 3.3 above, upon Owner's prior written request and approval, Manager may provide to the Facility additional consulting services not contemplated by this Agreement which would not otherwise be performed in the ordinary course of day-to-day operations of the Facility, including but not limited to special legal consultation, construction and design consultation and construction supervision related to Major Capital Improvements ("Special Services"). Upon Owner's written request for the performance of a Special Services project, Manager shall prepare a scope of work and budget and submit to Owner for review and approval. Manager shall not commence any Special Services project without Owner's prior approval.

3.5 Responsibilities of Manager. Without in any way limiting Manager's right and obligation to manage and operate the Facility in accordance with and subject to the Annual Plan, Manager shall, in its own name or in the name of Owner or as the authorized agent of Owner, perform the following services, or cause the same to be performed for the Facility:

(a) enter into contracts for the furnishing of utilities and maintenance and other services to the Facility, in Owner's name as its authorized agent;

(b) make all repairs, decorations, revisions, alterations and improvements to the Facility as shall be reasonably necessary for maintenance of the Facility in good and sanitary order, condition and repair;

(c) incur such expenses as shall be necessary for the operation and maintenance of the Facility to the quality standards contemplated by this Agreement and the Annual Plans, including without limitation incurring lease expenses for Furnishings and Equipment and costs for Operating Inventory, expenses for insurance premiums in accordance with insurance coverage required hereunder, and payment of attorney's fees and other costs of legal compliance;

(d) maintain a level of Operating Inventory necessary to satisfy the quality standards contemplated by this Agreement and the Annual Plans and to supply the needs of the Facility and its customers;

(e) apply for, and use its commercially reasonable efforts to obtain and maintain, in addition to the liquor license described in section 3.8 below, all licenses and permits reasonably required by Owner (or by applicable Legal Requirements) in connection with the operation and management of the Facility, in Owner's name or in Manager's name or Manager's affiliate's name as may be applicable; and Owner agrees to execute any and all applications and such other documents as shall be reasonably required and to otherwise cooperate, in all reasonable respects, with Manager in the application for, and obtaining and maintenance of, such licenses and permits;

(f) use its commercially reasonable efforts to do, or cause to be done, all such acts and things in and about the Facility as shall be reasonably necessary to comply with all Legal Requirements, and to discharge any lien, encumbrance or other charge on the Facility, including hiring legal representation and paying atorney's fees, as an Operating Expense of the Facility, as necessary to comply with Legal Requirements and defend the Facility against legal claims.

(g) maintain a method of accounting in accordance with generally accepted accounting principles consistently applied ("GAAP") which accurately reflects the Gross Revenues and Operating Expenses and disbursements of Manager in connection with the Facility's operations.

3.6 Personnel.

3.6.1 *General*. Manager shall employ all of the employees of the Facility, and all such employees shall be deemed employees of Manager and not employees of Owner or joint employees of Owner and Manager. Manager shall recruit, hire, train, discharge, promote and supervise the management staff of the Facility (i.e., the general manager or course manager, the assistant managers, the course superintendent, department heads and other key personnel), and Manager shall supervise through the management staff the recruiting, hiring, training, discharge, promotion and work of all other employees of the Facility. For a period of one year after the date of termination of this Agreement pursuant to Section 7.1, Owner shall not solicit or hire as an independent contractor, consultant or employee any general manager or superintendent hired or employed by Manager after the Effective Date for the Facility, without the written consent of Manager; provided however, Owner may solicit or hire or engage any general manager or superintendent employed at the Facility prior to the Effective Date without the consent of Manager. In the event that Owner is dissatisfied with the performance of any Manager personnel, the following procedure shall be followed: (i) Owner shall communicate any complaints regarding personnel below the rank of general manager to the general manager and shall communicate

complaints regarding the general manager to Manager's regional manager for the region in which the Facility is located, and (ii) Manager shall reasonably and promptly investigate and take appropriate action, as determined by Manager, with respect to Owner's complaints. All employees of the Facility shall be properly qualified for their positions. The Compensation of the management staff and all other Facility employees shall be an expense of the Facility payable by Owner in accordance with this Agreement.

3.6.2 *Benefit Plans*. Manager shall have the right to provide eligible employees of the Facility with profit sharing and other employee retirement benefits and disability, health and welfare benefits and other benefit plan or plans now or hereafter available to employees of Other Manager Facilities and to charge the Facility with its allocable share of such Manager plan or plans.

3.6.3 *Temporary Assignment of Other Manager Personnel*. If Manager shall reasonably deem it advisable, and after Owner's prior approval, Manager may temporarily assign to the Facility the general manager, the head golf professional and other members of the management staff from the employees of Manager or Affiliates of Manager or from the staff of Other Manager Facilities. During such time as these employees are temporarily assigned to the Facility, all such employees will be paid their regular Compensation, and the pro-rata share of such employees' Compensation equal to the actual time such employees worked at the Facility shall be an expense of the Facility.

3.7 Restrictions on Use of Facility.

(a) The Facility shall be used solely for the operation of a golf club, and to the extent applicable, a retail golf shop, bar and restaurant, banquet facility, driving range and such other uses and amenities as may be approved by Owner and are compatible with the operation of a golf course including, by way of illustration and not limitation, a golf school, a health spa, a sports and entertainment facility and convention facilities.

(b) Manager agrees not to willfully carry on any dangerous activity at the Facility, or to use the Facility for any purpose which would increase existing rates of insurance or cause cancellation of any insurance policy carried by Owner or Manager. Manager shall cause the Facility to comply with all Legal Requirements relating to the condition, use and occupancy of the Facility.

3.8 Liquor License. Manager shall, as an expense of the Facility, maintain the current liquor license issued by the State of _____ in Owner's name (or in Manager's affiliate's name, in the event that Manager already held a liquor license for the Facility prior to the Commencement Date), permitting the sale of alcoholic beverages (including beer, wine and liquor) at the Facility. Manager's affiliate, as Owner's agent, shall be solely responsible for liquor sales at the Facility and agrees to comply with all requirements of the rules and regulations of the State of _____ governing the sale of alcoholic beverages. As an expense of the Facility, Manager shall maintain (and Owner shall reasonably cooperate with Manager in maintaining) the liquor license(s) in good standing, pay all required fees in connection therewith, and otherwise insure the proper right and permission to sell alcoholic beverages at the Facility.

ARTICLE 4 - INSURANCE

4.1 Coverage.

(a) Owner agrees to procure and maintain, at its sole cost and expense, at all times during the Term, a minimum of the following insurance:

(i) insurance on the Facility and contents, including without limitation the Furnishings and Equipment and Operating Inventories, against loss or damage by fire, lightning and/or any other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), with such insurance amounts as determined by Owner from time to time.

(ii) business interruption insurance covering actual losses sustained due to fire, lightning and other perils insurable under the form of "all risk" coverage then available (including specifically irrigation and/or sprinkler system leakage damage, vandalism and malicious mischief, if available), with such insurance amounts as determined by Owner from time to time. With respect to any time period for which Owner is entitled to receive business interruption insurance proceeds with respect to the Facility, all amounts received shall be considered Gross Revenues of the Facility, for calculation of the Base Management Fee hereunder, and Manager shall continue to have the right to receive Base Management Fees for the period of time covered by such insurance proceeds.

(iii) comprehensive general liability insurance, including without limitation bodily injury, personal injury, property damage, products liability, contractual liability covering the provisions of this Agreement, and liquor liability, in an amount not less than Ten Million Dollars ($10,000,000) single limit per occurrence. Manager shall be named as an Additional Insured under such policy.

(iv) automobile liability insurance, if applicable, in an amount not less than One Million Dollars ($1,000,000) single limit per occurrence. Manager shall be named as an Additional Insured under such policy.

(v) Comprehensive crime insurance, with such amounts as determined by Owner from time to time.

(b) Manager agrees to procure and maintain, as an expense of the Facility, at all times during the Term, worker's compensation insurance covering all Facility employees who are Manager's employees, as required by law covering all Facility employees who are Manager's employees.

(c) At least sixty (60) days prior to the beginning of each Operating Year, the party procuring such insurance will submit to the other party a schedule setting forth any changes to the insurance to be maintained by the procuring party during the ensuing Operating Year in connection with the Facility.

(d) The types of insurance and the coverage amounts specified in this Section 4.1 are the minimum insurance recommended by Manager in connection with the operation of the Facility. Owner acknowledges and understands that Manager has made no representations or warranties that such insurance is adequate to protect Owner. If Owner believes that any such insurance is insufficient, Owner shall provide, at Owner's expense, such additional insurance as Owner deems adequate. Except as set forth in Section 11.3.1, Manager shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

(e) Manager acknowledges and understands that Owner has made no representations or warranties that such insurance is adequate to protect Manager. If Manager believes that any such insurance is insufficient, Manager shall provide, at Manager's expense, such additional insurance as Manager deems adequate. Except as set forth in Section 11.3.2, Owner shall not be responsible for any losses, damages, liability, or expenses that may not be covered by any of the insurance specified in this Section 4.1.

4.2 Policies and Endorsements.

4.2.1 *Policies*. All insurance coverage provided for under Section 4.1 above shall be secured through policies issued by insurance companies of good reputation and of sound and adequate financial responsibility. The party procuring such insurance shall deliver to the other party certificates of insurance with respect to all of the policies of insurance so procured, naming the other party as an additional insured, and in the case of insurance about to expire, shall deliver certificates of insurance with respect to renewal policies not less than ten (10) days prior to the respective dates of expiration.

4.2.2 *Endorsements*. All policies of insurance provided for under this Article 4 shall, to the extent obtainable, have attached an endorsement that such policy shall not be cancelled or materially changed without at least thirty (30) days prior written notice to Owner and Manager. All insurance policies required under Section 4.1 shall contain an endorsement to the effect that such insurance shall be primary and non-contributory to any similar insurance that may be carried by the other party.

4.2.3 *Blanket Policies*. Any insurance policies provided by Owner or Manager under this Article 4 may be affected under policies of blanket insurance which cover other properties in addition to the Facility, and in such case an allocable portion of the premiums for such blanket policies of insurance shall be charged to the Facility.

4.3 Waiver of Subrogation. Neither Manager nor Owner shall assert against the other, and Manager and Owner hereby waive with respect to each other, any claims and rights of recovery for any losses, damages, liability or expenses (including attorneys' fees) incurred or sustained by either of them on account of injury to persons or damage to property arising out of the ownership, operation and maintenance of the Facility, to the extent that the same are covered by the insurance required under this Article 4. Owner and Manager hereby grant to each other, on behalf of any insurance company providing insurance under this Agreement, a waiver of any right of subrogation which any insurer or party may acquire against the other party by virtue of payment of any loss under any insurance policy. Owner and Manager shall give notice to the insurance

companies providing insurance under this Agreement of the mutual waiver of subrogation contained in this Section 4.3, and Owner and Manager shall cause each such insurance company to provide a written subrogation waiver indicating that such insurance company waives all right of recovery by way of subrogation which such insurance company may acquire against Owner or Manager (as the case may be) and their insurance companies.

4.4 Manager's Limits of Liability. It is understood that many of the obligations of Manager under this Agreement will be performed by the management staff or other employees at the Facility. It is agreed that Manager shall not be liable to Owner for the failure to perform any duty under this Agreement to the extent that such failure is due to the act or omission of any employee at the Facility (excluding the acts and omissions of the General Manager, Assistant General Manager, Golf Course Superintendent, Club Accountant, Head Golf Professional, Membership Director, Private Events Director, and Food and Beverage Director, for which Manager shall be responsible); provided that Manager has used reasonable diligence in the hiring, discharge and supervision of the employees. In any event, Manager will not be liable to Owner for any matter for which Owner has indemnified Manager herein, or with respect to which liability has been waived hereunder. This Section 4.4 shall not be deemed to relieve Manager from its obligations to manage the Facility, remit funds to Owner, or to carry out any corporate level obligations of Manager.

ARTICLE 5 - MANAGEMENT FEE

5.1 Base Management Fee. In consideration of Manager's services during the Term, Owner shall pay to Manager a "Base Management Fee" equal to _____ The Base Management Fee shall be paid in twelve equal monthly installments. The Base Management Fee shall be paid to Manager in accordance with Section 5.2 of this Agreement.

5.2 Incentive Management Fee. In addition to the Base Management Fee, Owner shall further pay to Manager an "Incentive Management Fee" equal to _____ percent (___%) of the amount by which Net Operating Income for a given Operating Year exceeds $_____. For purposes of this provision, Net Operating Income shall mean Gross Revenues minus Operating Expenses.

5.3 Payment Schedule. Owner shall pay Manager the Base Management Fee in advance, no later than five (5) days following the first day of each month during the Term. Owner shall permit and hereby authorizes Manager to pay to Manager, from the Operating Account, all Base Management Fees which are legally due and owing hereunder.

ARTICLE 6

BANK ACCOUNTS; WORKING FUNDS; RECORDS AND REPORTS; REMOVAL OF PROPERTY

6.1 Bank Account. In connection with operation and management of the Facility, the following bank account shall be established by Manager in a bank or banks approved by Owner and maintained by Manager, and shall be subject to Owner's audit and inspection:

6.1.1 **Operating Account**. Manager shall establish, in Owner's name, utilizing the federal tax identification number of Owner, a depository account (the "Operating Account") for the Facility. Owner agrees that individuals designated and approved by Manager and Owner shall be signatories on the account and shall be authorized at all times to pay or disburse funds from the Operating Account in accordance with the terms of this Agreement. The records and bank statements shall be subject to inspection by Owner pursuant to the terms recited herein. All Gross Revenues of the Facility shall be collected, received and deposited by Manager exclusively through the Operating Account.

6.2 Expenditures. Manager is authorized to pay, from the Operating Account such amounts at such times as are required in connection with the ownership, operation, maintenance, repair, and improvement of the Facility and related facilities and Manager's performance under this Agreement in accordance with the approved Annual Plan, subject to the provisions of this Agreement, including but not limited to all amounts specifically payable to or reimbursable to Manager hereunder.

6.3 Account Funding. Owner shall deposit into the Operating Account all funds required for Manager to operate and maintain the Facility in accordance with this Agreement and the Annual Plans, including, without limitation, funds for Manager to timely fund Operating Deficits, if any. Upon execution of this Agreement, Owner shall cause an appropriate level of working capital for the Facility sufficient to pay all payables of the Facility for the first thirty (30) days of the Term ("Initial Working Capital"). Manager shall not, under any circumstance, be required to, or be deemed to have any duty to, advance any of its own funds for the operation of the Facility. Manager shall pay, on behalf of Owner, all such bills in accordance with the Annual Plan as and when the same shall become due and payable. Manager shall exercise commercially reasonable efforts to pay all bills within the time required to obtain any discounts which may be available.

6.4 Insufficient Funds. Manager shall monitor the Facility's cash flow and shall provide to Owner a report detailing projected cash flow in the event that Manager projects an Operating Deficit to occur within thirty (30) days of providing such report. If at any time funds in the Operating Account shall be projected to be or are insufficient to pay the Facility's Expenses for the following month ("**Operating Deficits**"), Manager shall notify Owner and request a sufficient amount to satisfy same so that Manager will have sufficient funds in the Operating Account to prevent any delinquency in payment for such expenses, and Owner agrees to deposit such funds within five (5) days after Manager notifies Owner. Manager shall not be obligated to advance any of its own funds to or for the account of the Facility or Owner, nor to incur any liability unless Owner has furnished Manager with funds necessary for the discharge thereof. In the event Owner fails to timely provide Manager sufficient funds to pay expenses, Manager shall be under no obligation to pay any bill if there are insufficient funds in the Operating Account. Notwithstanding the foregoing, if Manager advances any funds in payment of an expense authorized by Owner, Manager may reimburse itself from the Operating Account or Owner shall reimburse Manager within fifteen (15) days after Owner's receipt of itemized invoices or bills thereof.

6.5 No Default due to Lack of Funds. If Manager is unable to perform any of its agreements or covenants under this Agreement because of the failure on the part of Owner to provide the funds pursuant to Section 6.4, such failure of performance on the part of Manager shall

not be deemed a default on the part of Manager and shall not give rise to any right of termination, damages or any other remedy against Manager, unless the failure to provide the funds is due to the occurrence of a breach of this Agreement by Manager or the gross negligence, willful misconduct or fraud by Manager.

6.6 Books and Records. Manager shall keep full and accurate books of account and such other records as are necessary to reflect the results of the operation of the Facility. For this purpose, Owner agrees it will make available to Manager, or Manager's representatives, all books and records in Owner's possession relating to the Facility, including contract documents, invoices and construction records. All books and records for the Facility shall be located at the Facility.

6.7 Reports to Owner. Manager will deliver, or will cause to be delivered, to Owner the following forecasts and statements:

(a) within twenty (20) days after the end of each calendar month, a profit and loss statement (on an accrual basis) showing the results of operation of the Facility for such month and for the year to date (it being understood that such monthly statements will not reflect any Incentive Fees paid to Manager); and

(b) within sixty (60) days after the end of each Operating Year, a profit and loss statement showing the results of operation of the Facility for such year (it being understood and agreed that such annual statement will reflect the annual Base Management Fee paid to Manager), calculated as provided in Article 5.

6.8 Accounting Firm. Manager shall, if requested by Owner and at Owner's expense, hire an independent certified public accounting firm selected by Owner to audit the financial statements required under this Agreement. Manager shall train the accounting firm with respect to the use and application of Manager's accounting software, and Manager shall supervise the work of the accounting firm. All fees and charges of the accounting firm shall be an expense of the Facility.

6.9 Manager Accounting Software; Other Personal Property Owned by Manager. The parties acknowledge and understand that the accounting software used at the Facility is owned by Manager, and Owner shall have no rights or interests in such software. Upon the expiration or earlier termination of this Agreement, the accounting software and other personal property at the Facility owned by Manager shall be removed from the Facility by Manager; provided, however, the financial data of and related exclusively to the Facility shall remain the property of Owner.

ARTICLE 7 - TERMINATION RIGHTS

7.1 Termination by Owner. Owner shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Manager fails to keep, observe or perform any material covenant, agreement, term or provision of this Agreement, to be kept, observed or performed by Manager including, without limitation, Manager's failure to maintain, market, and promote the Facility in

the manner required by this Agreement, and such default continues for a period of thirty (30) days after written notice of such default by Owner to Manager; or

(b) (i) Manager applies for or consents to the appointment of a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets; (ii) Manager files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Manager files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Manager; (iv) Manager admits in writing its inability to pay its debts as they come due; (v) Manager makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Manager a bankrupt or insolvent or approving a petition seeking reorganization of Manager or appointing a receiver, trustee or liquidator of Manager or of all or a substantial part of its assets, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days; or

(c) Owner elects to terminate this Agreement for any reason or no reason after the expiration of the first thirty-six (36) months of the Term. Owner may exercise its rights to terminate the Agreement under this section by providing at least six (6) months prior written notice to Manager, with the termination to be effective no sooner than six (6) months after receipt of such notice by Manager.

7.2 Termination by Manager. Manager shall have the right to terminate this Agreement upon the occurrence of any one of the following events:

(a) Owner fails to keep, observe, or perform any other material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Owner, and such default continues for a period of thirty (30) days after notice of such default by Manager to Owner; or

(b) (i) Owner applies for or consents to the appointment of a receiver, trustee or liquidator of Owner or of all or a substantial part of its assets; (ii) Owner files a voluntary petition in bankruptcy or commences a proceeding seeking reorganization, liquidation, or an arrangement with creditors; (iii) Owner files an answer admitting the material allegations of a bankruptcy petition, reorganization proceeding, or insolvency proceeding filed against Owner; (iv) Owner admits in writing its inability to pay its debts as they come due; (v) Owner makes a general assignment for the benefit of creditors; or (vi) an order, judgment or decree is entered by a court of competent jurisdiction, on the application of a creditor, adjudicating Owner a bankrupt or insolvent or approving a petition seeking reorganization of Owner or appointing a receiver, trustee or liquidator of Owner or of all or a substantial part of the assets of Owner, and such order, judgment or decree continues unstayed and in effect for any period of sixty (60) consecutive days;

Manager's right to terminate pursuant to this Section 7.2 shall be exercised upon thirty (30) days additional written notice to Owner given at any time after the applicable cure period has expired. Manager's termination notice shall specify the effective date of such termination.

7.3 Curing Defaults. Except for a termination under Section 7.1(c), any default by Manager or Owner under the provisions of Section 7.1 or 7.2, as the case may be, which is

susceptible of being cured shall not constitute a basis for termination of this Agreement if the nature of such default shall not permit it to be cured within the cure period allotted; provided that within such cure period the alleged party in default shall have given notice of its intent to cure, has commenced to cure such default, and is proceeding to complete the cure in good faith and with reasonable diligence.

7.4 Effect of Termination. The termination of this Agreement under the provisions of this Article 7 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of this Agreement, nor shall it affect the rights of either party with respect to any liability or claims accrued, or arising out of events occurring, prior to the date of termination.

7.5 Remedies Cumulative. Neither the right of termination, nor the right to sue for damages, nor any other remedy available to a party under this Agreement shall be exclusive of any other remedy given under this Agreement or now or hereafter existing at law or in equity.

7.6 Indemnification re Post-Termination Events. Owner shall indemnify and hold harmless Manager and its owners, officers, directors, and employees from all costs, expenses, claims, damages, and liabilities arising or resulting from the failure of Owner following the expiration or earlier termination (for whatever cause) of this Agreement to provide any tournaments, banquets, meetings, and other group functions to be held at the Facility (collectively, "Events") contracted for by Manager prior to such expiration of termination of the Agreement pursuant to its rights and obligations under this Agreement (or contracted for prior to the Commencement Date), which Events are to be provided after the expiration or termination of this Agreement, provided that on or before termination of the Agreement Manager has paid to Owner an amount equal to all deposits received from clients for reservation of such Events.

ARTICLE 8 - ASSIGNMENT

8.1 Assignment.

8.1.1 *Prohibited Assignments*. Except as provided in Sections 8.1.2 and 8.1.3, neither party shall assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld, delayed or conditioned. It is understood and agreed that any consent granted by a party to any such assignment shall not be deemed a waiver of any consent required under this Section 8.1.1 as to any future assignment.

8.1.2 *Permitted Assignment by Manager*. Manager shall have the right, without the consent of Owner, to assign this Agreement to any Affiliate of Manager or in connection with the sale of all or a substantial portion of Manager's assets by providing a commercially reasonable prior written notice to Owner, provided that the Affiliate expressly assumes all of Manager's obligations hereunder.

8.1.3 *Permitted Assignment by Owner*. Owner shall have the right, without the consent of Manager, to assign this Agreement to any Affiliate or to any third party upon notice to Manager, provided that the Affiliate, assignee or transferee (as applicable) expressly assumes all of Owner's obligations hereunder. In the event that Owner assigns this Agreement to an unaffiliated third party without the consent of Manager, Manager shall have the right but not the

obligation to terminate this Agreement upon sixty (60) days advance written notice to both Owner and its assignee, such notice to be provided no later than thirty (30) days following written notification by Owner to Manager of the assignment and identity of the assignee.

8.1.4 *Remedies*. Any assignment by either party of this Agreement in violation of the provisions of this Section 8.1 shall be null and void and shall result in a termination of this Agreement. In addition to any other remedies available to the parties, the provisions of this Section 6.1 shall be enforceable by injunctive proceeding or by a suit for specific performance.

8.2 Successors and Assigns. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the parties and their respective heirs, legal representatives, successors and assigns.

ARTICLE 9 - DAMAGE OR DESTRUCTION; EMINENT DOMAIN

9.1 Damage or Destruction. Should the Facility be destroyed or substantially damaged by fire or other casualty, Owner, by written notice to Manager given within sixty (60) days following the occurrence of such event, shall have the right to terminate this Agreement, and in such event neither party shall have any further obligation to the other party under this Agreement, except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. For the purpose of this Section 9.1, the Facility shall be deemed to have been substantially damaged if, in the reasonable opinion of Owner, full and productive economic use of the Facility cannot be made and the estimated length of time required to restore the Facility substantially to its condition and character just prior to the occurrence of such casualty shall be in excess of six (6) months. If this Agreement is not terminated in the event of damage to the Facility because the damage does not amount to substantial damage as described above, then Owner shall proceed with all due diligence to commence and complete restoration of the Facility to its condition and character just prior to the occurrence of such casualty.

9.2 Eminent Domain. If all of the Facility premises (or such a substantial portion of the premises so to make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement) shall be taken through the exercise (or by agreement in lieu of the exercise) of the power of eminent domain, then upon the date that Owner shall be required to surrender possession of the premises or of that substantial portion of the premises, this Agreement shall terminate and neither party shall have any further obligation to the other party under this Agreement except with respect to liabilities accruing, or based upon events occurring, prior to the effective date of such termination. If such taking of a portion of the Facility shall not make it unfeasible, in the reasonable opinion of Owner, to restore and continue to operate the remaining portion of the premises for the purposes contemplated in this Agreement, then this Agreement shall not terminate, and Owner shall proceed with all due diligence to repair any damage to the Facility or to alter or modify the Facility so as to render it a complete architectural unit which can be operated as a golf course of substantially the same type and character as before.

ARTICLE 10 - MAJOR CAPITAL IMPROVEMENTS

Any Capital Improvement involving an addition to the Facility or renovation or refurbishing designed to upgrade or change the nature or image of the Facility shall be deemed to be a "Major Capital Improvement." Any Major Capital Improvement project is in Owner's sole control and discretion, and all costs and expenses of any Major Capital Improvement shall be paid solely by Owner. The parties acknowledge and agree that this Agreement imposes no responsibilities or obligations on the part of Manager with respect to any aspect of a Major Capital Improvement project, including design, construction, or supervision.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Purchases by Manager. Manager shall use reasonable efforts to obtain the optimum combination of quality, price and terms for all purchases for the Facility utilizing its extensive contacts and experience in purchasing golf course related items. Manager shall not be entitled to any additional compensation for this undertaking other than as set forth herein. In connection with any purchases made by Manager or an Affiliate of Manager for the account of Owner, it is understood that Manager or such Affiliate may perform services as a representative of the manufacturer to secure the benefits of lower costs, and that any resulting savings shall be passed on to Owner, including representatives' fees.

11.2 Indemnities.

11.2.1 *Manager's Indemnity*. Manager agrees to indemnify, protect, defend and hold harmless Owner and Owner's officers, directors, shareholder, affiliates, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs, and expenses:

(a) which result from any act or omission constituting negligence or willful misconduct by Manager or any Affiliate, officer, director, agent, independent contractor, or employee of Manager in connection with Manager's performance under this Agreement; or

(b) which result from any action taken by Manager or its Affiliates, employees or agents relating to the Facility (i) that is expressly prohibited by this Agreement, or (ii) that is not within Manager's delegated authority under this Agreement.

Manager's indemnity obligations under this Section 11.3.1 shall not apply to any acts or omissions taken (or in the case of omissions, not taken) at the express direction or with the express approval of Owner, or to any acts or omissions taken (or in the case of omissions, not taken) constituting negligence or willful misconduct by Owner.

11.2.2 *Owner's Indemnity*. Owner agrees to indemnify, protect, defend, and hold harmless Manager and its owners, officers, directors, and employees from and against any and all claims, demands, actions, lawsuits, proceedings, damages, liabilities, judgments, penalties, fines, attorneys' fees, costs and expenses relating to the Facility or Premises, or the operations thereof:

(a) which relate to or arise from the presence in, on, under or about the Premises, or the escape, seepage, leakage, spillage, discharge, emission or release, of any

hazardous materials, toxic substances or petroleum products (as defined or regulated under any and all applicable federal, state and local environmental, health or safety laws, ordinances and regulations) from or through the Premises, including without limitation any and all costs of any required or necessary repair, cleanup, remediation or decontamination of the Premises, and the preparation and implementation of any closure, remedial or other required plans; provided that if such condition was caused by the negligence or willful misconduct on the part of Manager or any of its Affiliates, employees or agents, Manager shall not be indemnified under this Section 11.3.2; or

(b) which result from any act or omission by Manager in connection with the management and operation of the Facility unless such act or omission constitutes negligence or willful misconduct on the part of any employee of Manager (and was neither at the express direction of Owner nor with the express approval of Owner) in which event Manager shall not be indemnified under this Section 11.3.2; or

11.3 Facility Names. The Facility shall be known by such trade name and/or trademark or logo as may from time to time be determined by Owner. All names, logos and designs used at the Facility shall be the exclusive property of Owner. However, during the term of this Agreement Manager shall have a non-exclusive license to use such names, logos and designs in connection with the operation of the Facility. Manager may identify the Facility as a golf course managed and operated by Manager and may use the name "American Golf Corporation" or the initials "Manager" or the American Golf Corporation logo alone or in conjunction with other words or names or designs owned by Manager or any of its Affiliates. It is recognized that the name "American Golf Corporation" and the initials "Manager," together with any other names, logos or designs owned by Manager or any of its Affiliates and used in the management and operation of the Facility (including without limitation any such names, logos or designs used in connection with the restaurant, banquet rooms and meeting rooms in and about the Facility), together with appurtenant goodwill, are the exclusive property of Manager or its Affiliates (collectively, the "Manager -Owned Names"). Accordingly, Owner agrees that no right or remedy of Owner for any default on the part of Manager under this Agreement shall, nor shall any provision of this Agreement, confer upon Owner or its successors or assigns the right to use Manager -Owned Names in the operation of the Facility or otherwise. In the event of any breach of this covenant by Owner, Manager, in addition to any remedies available to it under this Agreement or at law or in equity, shall have the right to injunctive relief. Anything contained in this Section 11.4 to the contrary notwithstanding, upon the expiration or earlier termination of this Agreement, Owner shall have the right to continue to use any and all items of Operating Inventory then on hand bearing any Manager -Owned Names, but shall not have the right to reorder any such items. In lieu of permitting Owner to continue to use such items of Operating Inventory bearing any Manager -Owned Names, Manager shall have the option to purchase any or all of such items at a price equal to Owner's cost of such items.

11.4 Notices. All notices, demands, requests, consents, approvals, replies and other communications ("Notices") required or permitted by this Agreement shall be in writing and may be delivered by any one of the following methods: (a) by personal delivery; (b) by deposit with the United States Postal Service as certified or registered mail, return receipt requested, postage prepaid to the addresses stated below; or (c) by deposit with an overnight express delivery service. Notice deposited with the United States Postal Service in the manner described above shall be

deemed effective three (3) business days after deposit with the Postal Service. Notice by overnight express delivery service shall be deemed effective one (1) business day after deposit with the express delivery service. Notice by personal delivery shall be deemed effective at the time of personal delivery. Notice also may be given by means of electronic facsimile transmission ("Fax") or e-mail; provided, however, that in order for a Fax Notice or e-mail Notice to be deemed effective, the party giving notice by Fax or e-mail shall provide a "hard copy" of the Fax Notice or e-mail Notice thereafter to the other party pursuant to one of the three methods of "hard copy" delivery specified in this Section.

For purposes of Notices hereunder, the address of Owner shall be:

_____
_____
_____
_____
_____

For purposes of Notices hereunder, the address of Manager shall be:

AGC Management, LLC
c/o American Golf Corporation
_____
_____
Attention: Legal Department
_____

Each party shall have the right to designate a different address within the United States of America by the giving of notice in conformity with this Section 11.5.

11.5 Mortgages. No mortgage shall in any way affect the rights, duties or obligations of Owner or Manager, respectively, hereunder, and in the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of any mortgage, the terms and conditions of this Agreement shall control. If the Owner records a mortgage and the mortgagee thereof requests that the terms of this Agreement be subordinate to such mortgage, Manager shall execute a subordination agreement substantially in the form requested by such mortgagee, so long as such subordination agreement is reasonable and contains attornment and non-disturbance provisions reasonably acceptable to Manager. No mortgagee shall have any rights against Manager and Manager shall have no obligations to any Mortgagee except as set forth in this Section 11.6.

11.6 No Partnership or Joint Venture. Nothing contained in this Agreement shall be construed to be or create a partnership or joint venture between Owner and its successors and assigns, on the one part, and Manager and its successors and assigns, on the other part. Manager shall perform all activities hereunder as an independent contractor, and no employer-employee or principal-agent relationship shall be established by this Agreement or the performance hereof.

11.7 **Modification and Changes**. This Agreement may be amended or modified only by a writing signed by both parties.

11.8 **Understandings and Agreements**. This Agreement constitutes all of the understandings and agreements of whatever nature or kind existing between the parties with respect to Manager's management and operation of the Facility.

11.9 **Headings**. The Article, Section and Subsection headings contained in this Agreement are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

11.10 **Consents**. Each party agrees that it will not unreasonably withhold any consent or approval requested by the other party pursuant to the terms of the Agreement, and that any such consent or approval shall not be unreasonably delayed or qualified. Similarly, each party agrees that any provision of this Agreement which permits such party to make requests of the other party shall not be construed to permit the making of unreasonable requests.

11.11 **Survival of Covenants**. Any covenant, term or provision of this Agreement which in order to be effective must survive the termination of this Agreement shall survive any such termination.

11.12 **Third Parties**. None of the obligations under this Agreement of either party shall run to or be enforceable by any party other than the parties to this Agreement or by a party deriving rights under this Agreement as a result of an assignment, subordination or similar agreement permitted pursuant to the terms hereof.

11.13 **Waivers**. No failure by Manager or Owner to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement or to exercise any right or remedy consequent upon the breach of this Agreement shall constitute a waiver of any such breach or any subsequent breach of the same covenant, agreement, term or condition. No covenant, agreement, term or condition of this Agreement and no breach of this Agreement shall be waived, altered or modified except by a written instrument. A waiver of any breach of this Agreement shall only affect this Agreement to the extent of the specific waiver, and all covenants, agreements, terms and conditions of this Agreement shall continue in full force and effect.

11.14 **Applicable Law**. This Agreement shall be construed and interpreted in accordance with, and shall be governed by, the laws of the State of California.

11.15 **No Presumption Regarding Drafter**. Owner and Manager acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between Owner and Manager, and that this Agreement reflects their mutual agreement regarding the subject matter of this Agreement. Because of the nature of such negotiations and discussions, it would be inappropriate to deem either Owner or Manager to be the drafter of this Agreement, and therefore no presumption for or against the drafter shall be applicable in interpreting or enforcing this Agreement.

11.16 **Enforceability of Any Provision**. If any term, condition, covenant, or obligation of this Agreement shall be determined to be unenforceable, invalid, or void, such

determination shall not affect, impair, invalidate, or render unenforceable any other term, condition, covenant, or obligation of this Agreement.

11.17 **United States Currency**. All amounts payable pursuant to this Agreement shall be paid in lawful money of the United States of America.

11.18 **Counterparts**. This Agreement and any amendment may be executed in counterparts, and upon all counterparts being so executed each such counterpart shall be considered as an original of this Agreement or any amendment and all counterparts shall be considered together as one agreement.

11.19 **Attorneys' Fees**. In the event of a dispute involving the non-performance by a party hereto of its obligations under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all other expenses reasonably incurred in connection with such dispute, whether or not litigation is commenced, in addition to all other relief to which the party is entitled. If the successful party recovers judgment in any legal action or proceeding, the attorneys' fees and all other expenses of litigation shall be included in and made a part of any such judgment.

11.20 **Gender and Number**. Whenever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of certain gender shall be deemed to include either of both of the other genders.

11.21 **Further Assurance**. Owner and Manager agree that at any time or from time to time after the execution of this Agreement, each shall, upon the request of the other, execute and deliver such further documents and do such further acts and things as such party may reasonably request in order to fully effect the purpose of this Agreement.

11.22 **Waiver of Jury Trial**. The parties hereby waive trial by jury and any action, proceeding, or counterclaim brought by either of the parties hereto on any matter whatsoever arising out of or in any way connected with this Agreement.

IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed effective as of the day and year first written above.

"OWNER"

_____,
a _____ limited liability company

By: _____
Name: _____
Title:

"MANAGER"

AGC Management, LLC

By: _____

Name: _____
Title: _____

EXHIBIT A - DEFINITIONS

Affiliate means any and all corporations, partnerships, trusts, limited liability companies and other entities directly or indirectly controlled by, controlling, or subject to direct or indirect common control of an entity or person.

Capital Improvements means any alteration or addition to, or rebuilding or renovation of, the Facility, the cost of which is not charged to property operation and maintenance.

Comparable Facilities means _____ in _____, ___.

Compensation means the direct salaries and wages paid to or accruing for the benefit of any Manager or other employee, together with all fringe benefits payable to or accruing for the benefit of such Manager or other employee, including employer's contribution under the Federal Insurance Contributions Act ("FICA"); unemployment compensation, or other employment taxes; pension fund contributions, worker's compensation, group life and accident and health insurance premiums as well as any payments made by Manager which fall within the deductible amounts of any such policies; profit sharing; retirement; disability; and other similar benefits.

Furnishings and Equipment means all furniture, furnishings, trade fixtures, apparatus and equipment, including golf course maintenance vehicles and equipment, golf carts, driving range pickers and pullers, mats, buckets, cash registers, rental golf clubs, ball washers, benches, uniforms, and other personal property used in or held in storage for use in the operation of the Facility, other than Operating Inventory and fixtures attached to and forming part of the Improvements.

Gross Revenues means all amounts received as a result of the operation of the Facility and the sale of goods and services at the Facility, determined on an accrual basis and consistent with the income/operating statements generated by Manager in the ordinary course of business. Gross

Revenues shall include, without limitation, the following generated at the Facility: all green fees; rental fees for golf carts, golf clubs, and other rental items; range balls; rental and concession payments; food and beverage sales; liquor sales; revenue generated from space rentals and from meetings, banquets, parties, receptions, tournaments, and other group gatherings; merchandise sales; instruction fees; vending sales (or, if applicable, receipts from vending companies); and proceeds from business interruption insurance. Gross Revenues shall not include the following:

(a) Cash refunds or credits allowed on returns by customers;

(b) Sales taxes, excise taxes, gross receipts taxes and other similar taxes now or later imposed upon the sale of food, beverages, merchandise or services and paid to the appropriate taxing authority, whether added to or included in the selling price;

(c) Fees charged by a golf professional functioning as an independent contractor for the teaching of golf lessons and instruction to the extent the Facility operation does not receive revenue from such golf lessons

(d) Receipts in the form of refunds from, or the value of merchandise, supplies or equipment returned to, shippers, suppliers or manufacturers;

(e) The amount of any gratuities paid or given by customers to Facility employees;

(f) Proceeds of insurance other than business interruption insurance or similar types of insurance;

(g) Any interest earned on any Owner provided bank account or funds;

(h) The actual uncollectible amount of any check or bank draft received as payments for goods or services and returned from a bank as being uncollectible; and

(i) The actual uncollectible amount of any sale of merchandise or services for which a credit card was accepted.

Legal Requirements means all laws, statutes, ordinances, orders, rules, regulations, permits, licenses, authorizations, directives and requirements of all governments and governmental authorities, which now or hereafter may be applicable to the Premises and the operation of the Premises.

Operating Expenses means utilities; costs of purchasing Operating Inventory; Compensation and expenses of the management staff and other employees directly employed at the Facility; advertising and promotion; repairs; the rent payments for any leased maintenance equipment and golf carts; insurance premiums; and all other expenses relating to the operation of the Facility and/or payable under the Annual Plan that would be expensed in accordance with GAAP, except as provided in the next paragraph. Operating Expenses shall not include principal and interest payments on any promissory note or other debt instrument and payments under a deed of trust or mortgage (if any); depreciation; amortization; costs incurred as a result of any

assignment of this Agreement or sale of the Facility; income taxes paid or payable by Owner on the income from the Facility.

Operating Inventory means consumable items used in or held in storage for use in the operation of the Facility, including scorecards and cart tickets, driving range balls, professional shop merchandise, food and beverages, paper and plastic ware, fuel, cleaning materials, fertilizers, pesticides, linens, glassware, sanitation supplies and other similar items.

Operating Year means any 365 day period during the Term beginning on January 1st and ending on December 31st.

Other Manager Facilities means all other golf course facilities within the United States owned, leased, managed and/or operated, directly or indirectly, by Manager.

Partial Year means the period beginning on the Commencement Date and ending on December 31st, 2020.

Golf Course Management & Operation Services for Los Lagos Golf Course & Ebony Hills Golf Course

RFP #2026-010

ORIGINAL

Prepared especially for

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

Due Date: April 7, 2026

Respectfully Submitted by:

Atlantic Golf Management
1 Tilton Blvd
Bayville, NJ 08721

ATLANTIC GOLF MANAGEMENT

CONFIDENTIAL AND PROPRIETARY
This proposal is intended for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential. It is not intended to be relied upon by any person or persons other than the individual or entity named and no warranties or representations are made or intended to persons or entities not named. Further, we understand that the content of this proposal may become public information.

© 2026 by Atlantic Golf Management Inc. All rights reserved.

This proposal is offered for consideration by Atlantic Golf Management Inc. It has been prepared and certified by Harry Leonard, CEO.

Certified on this 1st day of April, 2026 by:

Harry Leonard
Print

Signature

CEO
Title

April 1, 2026

City of Edinburg
415 W. University Drive
Edinburg, TX 78541

To Whom This May Concern:

After reviewing the RFP and all addendums, please accept this letter as our formal expression to lease Los Lagos Golf Course and Ebony Hills Golf Course from the City of Edinburg. **It is our intention to secure an initial ten (10) year lease along with an additional ten (10) year option that will be contingent on both parties agreeing to renew. Atlantic proposes to assume operations of Los Lagos & Ebony Hills starting on October 1, 2026, but understands if the City needs more of a buffer before the contract can begin.** We want to get as fast of a start as possible which not only allows us to start revamping the properties sooner, but also allows the City to start saving money quicker as well.

Atlantic Golf Management Inc. (AGM) is uniquely qualified to enhance operations, increase rounds of golf, create a better brand awareness, establish loyalty and provide outstanding customer relations. Our past experiences have proven that we will be a perfect fit for the city of Edinburg. We are very familiar with working in the public sector along with providing detailed administrative reports and required disciplines.

The many reasons why we consider us the preferred choice are highlighted throughout this proposal. Having family in nearby Brownsville, we are very familiar with the golf course market in the Rio Grande Valley. Our main goal is to provide a private golf experience to the public at very reasonable rates. We also look forward to working with local business owners to incorporate deals such as "Stay and Play", "Nine and Dine", "Multi-round Golf Packages" etc. to make the Edinburg area a desired destination for patrons of all kinds in the very near future. If your review raises any questions, please feel free to reach out to me directly for additional information.

Thank you for providing us the opportunity to bid on this very important project.

Very truly yours,

Harry Leonard
Owner, Atlantic Golf Management



TMS, LLC.
Thomas Management Solutions LLC.

Management Agreement

This Agreement outlines the terms and conditions between the City of Edinburg – Los Lagos Golf Club and TMS, LLC (Thomas Management Solutions, Inc.) Golf Management Services, hereinafter referred to as TMS, LLC, Golf Management Director (G.M.D), or Albert Ochoa. TMS, LLC will serve as the lead director overseeing all City employees at Los Lagos Golf Club in matters related to management, supervision, compensation, and the overall operation and utilization of the City's municipal golf facilities, collectively known as Los Lagos Golf Club.

TMS, LLC, in collaboration with the City of Edinburg, is committed to elevating Los Lagos Golf Club into a premier destination for both members and guests year-round. The firm will dedicate its time, management expertise, and professional resources to enhancing all operational departments, including the golf course, restaurant, and associated facilities located within the bounds of the golf property.

• Entire Golf Club and Practice Facility

• Driving Range, Starter's Shed, and Range Ball Dispenser

• Maintenance Department and Equipment

• Advertising and Promotion

• Restaurant, Storage Areas, Cart Barn, Entertainment Spaces, Cabana Area, and Future Golf Academy

• All external facilities and amenities associated with the Golf Club and Practice Facilities

I. DUTIES & RESPONSIBILITIES AS OF 03/24/2026

1. Operational Oversight

TMS, LLC, a professional consulting group, shall assume full responsibility for the overall operation of Los Lagos Golf Club at the request of the City of Edinburg. TMS will oversee all aspects of the facility's management and performance in collaboration with the City Manager and Assistant City Manager.

2. Coordination and Support

TMS, LLC and the City Manager's Office shall work collaboratively to secure all necessary materials, equipment, and personnel required to ensure optimal operation of the Golf Club both financially and in maintaining the pristine condition for which the facility is intended.

3. Financial Obligations

The City of Edinburg shall be responsible for all costs related to maintenance, equipment, upkeep, advertising, and any other expenses associated with the operation of the Golf Club and Practice Facilities.

4. Fees and Compensation

TMS, LLC shall assist the City Manager in determining appropriate green fees, cart fees, range ball fees, and membership dues to be charged to the public. These fees may be adjusted periodically, subject to review and approval by the City Manager.

- All green fee transactions shall include receipts and be deposited in accordance with City Finance Department procedures.
- The initial cart and green fee rate shall be $47.00, which includes 18 holes and a half-cart rental.
- When green fees are waived at the request or direction of the City, TMS, or the Head Golf Professional, compensation as described below shall be credited as a "paid round" to account for the waived fees.
- Only TMS or the Head Golf Professional shall have the authority to waive green fees at their discretion.
- All Los Lagos Golf Club employees may utilize the golf facilities free of charge during their personal time, provided they are off the clock.

5. Community and Junior Programs

TMS, LLC, shall develop and assist in implementing junior and community golf programs, while actively promoting the use of the City's golf facilities for tournaments and special events.

6. Golf Instruction and Education

TMS, LLC shall provide high-quality golf instruction and lessons on the City's golf course and facilities. All instructional revenue by Albert Ochoa shall be retained 100% by TMS, LLC / Albert Ochoa. Instructional sessions shall be scheduled to ensure they do not interfere with TMS's other responsibilities.

Additionally, TMS may develop a Golf Academy to further promote both junior and adult golf programs.

7. Employee Management

TMS, LLC shall supervise and manage all City employees assigned to the golf course, ensuring efficiency, professionalism, and adherence to operational standards.

8. Employee Incentives

TMS, LLC may propose and implement incentive programs for City golf club employees, subject to approval by the City Manager or designated City personnel. *Example:* Pro Shop employees seeking to pursue PGA Class A Professional certification (a two-year program under the USGA) may be supported through such incentive programs.

9. Budget Planning and Administration

TMS, LLC, with the cooperation of the City Manager and other assigned City staff, shall plan, prepare, and administer an annual operations and maintenance budget for the Golf Club in accordance with City directives and fiscal standards.

10. Public Relations and Promotion

TMS, LLC shall regularly promote Los Lagos Golf Club and its facilities by engaging with members, hosting or participating in community events, and identifying opportunities to expand business—particularly within the Golf Club and Cabana areas.

11. Accounting and Auditing

TMS, LLC shall maintain complete and accurate financial records reflecting all income and expenditures. These records shall be kept in compliance with City Finance Department procedures and made available for audit by the City at any time, with full cooperation from TMS.

12. Compliance with Laws and Regulations

TMS, LLC shall comply with all applicable local, state, and federal laws, as well as all City ordinances, policies, and management directives governing the operation of the City's golf facilities.

13. Employment Terms

Except as specifically provided in this Agreement, TMS, LLC shall adhere to the same rules, regulations, policies, and requirements applicable to City employees and shall be entitled to the same benefits—excluding specific compensation defined in this Agreement.

Notwithstanding any other provision herein, TMS's LLC employment shall remain at will at all times.

II. TMS, LLC – GOLF DIRECTOR COMPENSATION

14. Compensation Overview

TMS, LLC shall receive compensation for performing the duties of Golf Management Director ("GMD") as outlined in this Agreement. Any additional compensation for services or responsibilities not expressly stated herein shall require prior written approval from the City of Edinburg.

15. Annual Compensation and Term

The Golf Management Director (TMS, LLC) shall receive an annual fee of $120,000.00 upon approval of this contract, guaranteed for a minimum term of 42 months / Oct 2028, with a yearly 3% increase. Compensation shall be disbursed in equal biweekly payments, consistent with the City's regular payroll schedule.

TMS, LLC will be issued an IRS Form 1099 at the end of each fiscal year. In addition to the base compensation, TMS shall receive the supplemental compensation detailed below.

16. Golf Academy Proceeds

In the event that a Golf Academy is established, all proceeds derived from golf instruction, lessons, and academy fees shall be retained exclusively by TMS, LLC. The city may, if feasible, provide a teaching facility through a capital improvement grant to support academy operations.

17. Retrieval and Sale of Golf Balls

TMS, LLC shall have the exclusive right to retrieve and sell lost golf balls from the City's golf course. All proceeds from such sales shall belong to TMS, provided that no City employees or City time are utilized for retrieval activities. The City of Edinburg reserves the right to contract an external vendor for golf ball retrieval services as needed.

18. Driving Range Operations

The City of Edinburg shall provide adequate operational materials for the driving range, including water, fill sand, soil, fertilizers, and chemicals, as well as a sufficient supply of golf balls. TMS, LLC shall manage the driving range operations and will receive 10% of the rental fees generated from the driving range golf balls as compensation.

19. Per Round Compensation

In addition to other forms of compensation, TMS, LLC shall receive $1.00 (one dollar) per paid round of golf, including 9-hole, 18-hole, and 27-hole rounds, played at the City's golf course.

The total number of paid rounds shall be determined from official City records and verified monthly. Payment shall be issued to TMS, LLC within thirty (30) days following the close of each month's operational records.

20. Automobile and Insurance Allowance

TMS, LLC shall receive a monthly automobile and fuel allowance in the amount of $500.00, along with a Standard Insurance rate payment as determined by the City.

21. Office and Equipment Provision

The City of Edinburg shall provide TMS, LLC with a dedicated office space within the Los Lagos Clubhouse, including a desk, computer, and all necessary office materials to maintain accurate records and ensure efficient management of Golf Club operations.

III. GOLF CARTS

22. Provision and Maintenance

The City of Edinburg shall provide and maintain a sufficient number of electric golf carts to meet the operational needs and requirements of Los Lagos Golf Club. TMS, LLC shall assist in the supervision and routine maintenance of these carts as needed.

● The City shall be responsible for providing adequate storage facilities, an electrical system, and electric power necessary for the operation and charging of the golf carts. ● All revenues generated from the rental of golf carts shall remain the property of the City of Edinburg.

● In addition, the City shall provide, as necessary, non-electric (pull) golf carts and a minimum of three (3) sets of golf clubs for rental purposes. The City shall retain 100% of the revenue derived from the rental of such equipment.

IV. PRO SHOP

23. Merchandise Management and Sales

TMS, LLC shall be responsible for purchasing all merchandise for the Pro Shop at Los Lagos Golf Club, including but not limited to golf clubs, golf balls, apparel, and related accessories. TMS shall maintain an adequate and attractive inventory, ensuring that all merchandise is of high quality consistent with first-class pro-shop standards.

TMS shall have the exclusive right to sell merchandise within the Pro Shop and shall be entitled to retain all proceeds from such sales. TMS shall also be fully responsible for purchasing, managing, and maintaining inventory levels.

The City of Edinburg reserves the right, at its sole discretion, to audit the amount, quality, and disposition of all inventory and corresponding sales records at any time.

24. Inventory in the Event of Separation

In the event that TMS, LLC separates from the City of Edinburg for any reason, including the death of the Golf Management Director, the City agrees to purchase all Pro Shop inventory on hand as of the effective date of separation at the Company's actual cost. However, the City shall not be obligated to purchase inventory exceeding a total value of $25,000.00.

V. RESTAURANT

25. Restaurant Management and Lease Terms

The restaurant facilities located at Los Lagos Golf Club shall be operated and managed by ***The Ice House*** ("the Restaurant Company"), which shall be fully responsible for the day-to-day operations and supervision of the establishment. The Restaurant Company shall retain all revenues generated from its operations.

The City shall make available to the Restaurant Company the existing facilities, furnishings, and equipment currently located within the Los Lagos Golf Club premises. Additionally, the City shall provide all utilities required for restaurant operations.

All other costs and expenses associated with restaurant management, including, but not limited to, personnel wages, food and beverage inventory, supplies, and routine equipment maintenance—shall be the sole responsibility of the Restaurant Company.

The Restaurant Company shall ensure that all operations are conducted in full compliance with all applicable local, state, and federal laws, rules, and regulations.

26. Accounting

The Restaurant Company shall maintain complete and accurate financial records, in accordance with procedures established in full compliance with all applicable local, state, and federal laws, rules, and regulations, documenting all income and expenditures.

27. Compliance and Regulations

The Restaurant Company shall operate in full compliance with all local, state, and federal laws and regulations, and further agrees to adhere to all applicable management policies.

VI. WINE AND BEER LICENSE

28. Licensing and Compliance

The Restaurant Company agrees to apply for and obtain a license from the Texas Alcoholic Beverage Commission (TABC) authorizing the retail sale of beer and wine on the premises of Los Lagos Golf Club.

● The City of Edinburg, as the current holder of the existing beer and wine license and permit, agrees to surrender such license to the TABC and to cooperate fully with the Restaurant Company in its application and acquisition process. This includes providing all reasonable assistance and documentation necessary to ensure the timely transfer and approval of the new license by TABC.

VII. PRO-SHOP BUDGET

The following section provides an estimated budget summary for the Inside Crew, specifically covering the Pro Shop of Los Lagos Golf Club. The detailed breakdown below outlines each department along with its corresponding projected costs.

TITLE	EARNINGS
• Director	$120,000.00
• Head Golf Pro	$75,000.00
• Pro Shop Assistant	$45,000.00
• Clerk 1	$27,000.00
• Clerk 2	$27,000.00
• Clerk 3	$27,000.00
• Part-Time Clerk	$19,000.00
• Part-Time Clerk	$19,000.00
• Driving Range Golf Balls	$35,000.00
• Driving Range Ball Dispenser Machine	$13,575.00
• Driving Range Ball Washer Machine	$5,000.00
• Golf Ball Baskets & Signs	$4,000.00
• Flags & Cups	$2,500.00
• Water Ball Retrieval Service	$7,000.00
TOTAL	**$ 426,075.00**

VIII. CART BARN BUDGET

The following section provides an estimated budget summary for the Cart Barn and Starter Department of Los Lagos Golf Club. The detailed breakdown below outlines each position and item, along with their corresponding projected costs.

TITLE	EARNINGS
• Cart Barn Employee 1	$27,000.00
• Cart Barn 2	$27,000.00
• Cart Barn 3	$19,760.00
• Cart Barn 4	$19,760.00
• Range Captain / Marshall	$27,000.00
• 1ST TEE Starter / Marshall	$27,000.00
• Beverage Cart Employee / Marshall	$19,760.00
TOTAL	**$ 167,280.00**

IX. MAINTENANCE & OPERATION DEPARTMENT BUDGET

The following will show a budget estimate list for the Maintenance and Operations Department of Los Lagos Golf Club. In detail you will find the department and estimate cost for each.

TITLE EARNINGS

TITLE		EARNINGS
• Lead Superintendent		$85,000.00
• Assistant Superintendent		$50,000.00
• Groundskeeper Crew Leader		$35,006.00
• Golf Course Mechanic		$27,019.00
• Groundskeeper		$27,019.00
• Groundskeeper		$27,019.00
• Groundskeeper		$27,019.00
• Groundskeeper		$27,019.00
• PT Groundskeeper		$19,760.00
• PT Groundskeeper		$19,760.00
• PT Groundskeeper		$19,760.00
• PT Groundskeeper		$19,760.00
• Overtime		$20,000.00
• Telephone		$1,200.00
TOTAL CREW		**$405,341.00**
• Supplies		$138,800.00
• Services		$33,500.00
• M	$105,000.00	
TOTALS		**$682,641.00**

X. EQUIPMENT

The following will show a budget estimate list for the Equipment Department of Los Lagos Golf Club. In detail you will find the department and estimate cost for each. (*EQUIPMENT YEAR 1 ONLY)*

TITLE	BRAND	EARNINGS
• Lawnmower	Fairway Mower	$56,000.00
• Lawnmower	Fairway Mower	$56,000.00
• Lawnmower	Greens Mower	$50,000.00
• Lawnmower	Greens Mower	$50,000.00
• Lawnmower	Greens Roller	$10,000.00
• Lawnmower	Rough Mower	$35,000.00
• Lawnmower	Mound Cutter	$70,000.00
• Lawnmower	Slope Mower	$6,500.00
• Sand Trap Raker	Sand Raker	$20,000.00
• Zero Turn Mower	General	$15,000.00
• Top Dresser Greens	Maintenance	$15,000.00
• 200-Gal Sprayer	General	$35,000.00
• Hand Tools	General	$15,000.00
• Utility Trailer	General	$6,000.00
• Security System	General	$5,000.00
• PPE: Personal Pro	General	$2,000.00
• Uniforms / Shoes / Gear	General	$2,000.00
• Toro Workman HDK	General	$30,000.00
• Sprinkler System	Maintenance	$10,000.00
TOTAL		**$488,500.00**

Golf Course General Repairs

• Water & Sprinkler Issues	$150,000.00
• General Ground Repair	$50,000.00
• Practice Tee Upgrade	$25,000.00
• Unforeseen Ground Repairs	$75,000.00
TOTAL	**$300,000.00**

XI. SUMMARY TOTALS

The following will show you a summary of the total expenses at Los Lagos Golf Club. In detail you will find the department and estimate the cost for each.

• PRO-SHOP	$426,075.00
• CART BARN	$167,280.00
• MAINTENANCE & OPERATIONS	$682,641.00

TOTAL OPERATING YEARLY BUDGET: $1,275,996.00

ANTICIPATED GROSS REVENUE: 60,000 Rounds x $47.00 = $2,820,000.00
(Not Including Driving Range or other income producing items)

Witness the hands of the parties this _____ day of _____, 2026.

Agreed:

TMS, LLC. - Director: _____

City Manager: _____

Approved as to form:

_____

City Attorney

NOT LISTED: ITEMS FOR DISCUSSION

1. Electricity for Maintenance & Operations Building and Pump Station
2. Phone, landline, software, outside consulting fees, capital improvements
3. Potable & Irrigation Water
4. Equipment Replacement Fund
5. Cabana Area Usage, food and beverage, catering, apparel
6. Ebony Hills Golf Course

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
CONSENT AGENDA
Agenda Item No: 12.C.
Resolution Authorizing Intervention in Aep Texas Inc.'s Application

1. **Agenda Item:**
Consider Resolution Authorizing Intervention in AEP Texas Inc.'s Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities. [Benito Alonzo, City Attorney]

2. **Description:**
On April 15, 2026, AEP Texas, Inc. filed an application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities (TEEEF Rider). Under the law, a utility may lease and operate facilities that provide temporary electric energy to aid in restoring power to the utility's distribution customers during a significant power outage. A utility may recover the reasonable and necessary costs of leasing and operating these facilities through a rider, the TEEEF Rider.

AEP has a TEEEF Rider in place and is now requesting to amend its Rider. Specifically, AEP is requesting a total revenue requirement of $39,126,569. AEP's current revenue requirement under the TEEEF Rider is $24,248,758. If AEP's request is approved, this will result in a monthly wires charge billed to retail energy providers for residential customers to be approximately $1.73, an increase of $0.63 over the existing rates. The proposed effective date for rates under the TEEEF Rider is September 1, 2026.

Accordingly, Cities have the ability to intervene, evaluate AEP's Application, and work with AEP to reach a settlement for a reduced revenue requirement. The purpose of the Resolution is to add the City of Edinburg to the coalition of Cities served by AEP Texas that have chosen to review and evaluate whether the proposed revenue requirement is appropriate, fair, just, and reasonable and to intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' Application in Docket No. 59652 as it affects the customers in AEP Texas' service territory.

3. **Staff's Recommendation:**
Consider the Resolution to formally authorize and document the City of Edinburg's inclusion in the coalition.

Reviewed by:

Prepared by:
Benito Alonzo, Deputy City Attorney

Attachments:
A. Resolution for AEP Texas 2026 TEEEF

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, AUTHORIZING INTERVENTION IN AEP TEXAS INC.'S APPLICATION TO AMEND ITS RIDER MOBILE TEMPORARY EMERGENCY ELECTRIC ENERGY FACILITIES BEFORE THE COMMISSION; APPROVING COOPERATION WITH THE CITIES SERVED BY AEP TEXAS; HIRING LLOYD GOSSELINK ATTORNEYS AND CONSULTING SERVICES TO NEGOTIATE WITH THE COMPANY AND DIRECT ANY NECESSARY LITIGATION AND APPEALS; REQUIRING REIMBURSEMENT OF CITIES' RATE CASE EXPENSES; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, on or about April 15, 2026, AEP Texas Inc. ("AEP Texas" or "Company"), pursuant to Public Utility Regulatory Act ("PURA") §§ 36.001 and 39.918 filed with the Public Utility Commission of Texas an Application to Amend its Rider Mobile Temporary Emergency Electric Energy Facilities to change the revenue requirement related to its Rider Mobile TEEE Facilities, effective September 1, 2026; and

WHEREAS, the City is a member of the Cities Served by AEP Texas ("Cities"), a membership of similarly situated cities served by AEP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in AEP Texas' service area; and

WHEREAS, PURA § 33.023 provides that costs incurred by Cities in ratemaking activities are to be reimbursed by the regulated utility.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EDINBURG, TEXAS, THAT:

SECTION 1. INCORPORATION OF RECITALS. The City Council finds the statements set for in the Recitals of this Resolution are true and correct and the City Council hereby incorporates such recitals as part of this Resolution.

SECTION 2. That the City joins other Cities Served by AEP Texas ("Cities") in this proceeding and, subject to the right to terminate employment at any time, hereby authorizes the hiring of Jamie Mauldin of Lloyd Gosselink Rochelle and Townsend, P.C, and consultants to review the Company's filing, negotiate with the Company, make recommendations regarding a reasonable revenue requirement and to direct any necessary administrative proceedings or court litigation associated with an appeal of city action.

SECTION 3. That the City shall work with Cities Served by AEP Texas in the review and evaluation of whether the proposed revenue requirement is appropriate, fair, just, and reasonable; and intervene as a necessary party in the Public Utility Commission of Texas' consideration of AEP Texas' Application in Docket No. 59652 as it affects the customers in AEP Texas' service territory.

SECTION 4. That the City's reasonable rate case expenses shall be reimbursed by AEP Texas.

SECTION 5. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 6. A copy of this Resolution shall be sent to Jamie Mauldin, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701 (jmauldin@lglawfirm.com).

SECTION 7. SEVERABILITY If any section, part or provision of this Resolution is declared unconstitutional or invalid, by a court of competent jurisdiction, then in that event, it is expressly provided and it is the intention of the City Council, in passing this Resolution, that its parts shall be severable, and all other parts of this Resolution shall not be affected thereby, and they shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE. This Resolution shall be and remain in full force and effect from and after the date of its passage.

READ, CONSIDERED, PASSED, AND APPROVED BY THE CITY COUNCIL OF EDINBURG, TEXAS, at a regular meeting of the City Council of the City of Edinburg, Texas, at which a quorum was present and which was held in accordance with V.T.C.A., Government Code, Section 551.041, on June 2, 2026.

CITY OF EDINBURG

_____
Omar Ochoa, Mayor

ATTEST:

_____
Clarice Y. Balderas, City Secretary

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

_____
Benito Alonzo, Interim City Attorney

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
CONSENT AGENDA
Agenda Item No: 12.D.
2025-2026 Budget Transfers

1. **Agenda Item:**
Consider Approving the Fiscal Year 2025-2026 Budget Transfers for the General Fund, South Texas International Airport at Edinburg Fund, and Solid Waste Management Fund. [Ascencion Alonzo, Director of Finance]

2. **Description:**
The Finance Department is presenting the budget transfers requested by the City departments to transfer funds necessary to reflect needs and the shift of priorities within the department's budget accounts.

Public Works

1. General Fund: FROM Other TO Machines & Equipment, in the Amount of $10,300.00. [Vincent Romero, Director of Public Works]

Solid Waste Management

1. Solid Waste Management Fund: FROM Other TO Machines & Equipment, in the Amount of $29,900.00. [Ramiro Gomez, Director of Solid Waste Management]
2. Solid Waste Management Fund: FROM Building Materials TO Building & Structures, in the Amount of $10,000.00. [Ramiro Gomez, Solid Waste Management]

Aviation

1. South Texas Int'l Airport at Edinburg Fund: FROM Rents & Contractuals; and Purchase for Resale TO Utilities; Printing; Motor Vehicles-Maintenance; Other; Air Conditioning Units; Office Supplies; Office Furniture; Janitorial; Office Hardware; Building; and Motor Vehicles-Supplies, in the Amount of $38,271.00. [Eddie Velarde, Director of Aviation]

3. **Staff's Recommendation:**
Approve the Budget Transfers for the Fiscal Year 2025-2026 Budget, as requested by the departments.

Reviewed by:
Ascencion Alonzo, Director of Finance
Nelda Ramirez, Assistant City Manager

Prepared by:
Sandra Aguirre

Attachments:
A. Budget Transfer Request Forms

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME GENERAL

DEPARTMENT PUBLIC WORKS

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	Other Maintenance	1	0	0		3	0	0	2	5	1	3	3	0	9	$ 10,300
									Total							$ 10,300

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER														AMOUNT
		Fund			-	Dept			-	*Category						
1	Machines & Equipment	1	0	0		3	0	0	2	6	0	5	5	0	0	$ 10,300
									Total							$ 10,300

Explanation: These funds are required to purchase a shredder that is needed to maintain our current mowing frequency.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. _____ 5/22/26

2. _____ 5/22/26

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 05/22/2026

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 5/22/26

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: SANDRA DEE AGUIRRE

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ____/____/____ ____
Initials

DATE ENTERED TO INCODE: ____/____/____ ____
Initials

Form Updated 4/19/2023

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME SOLID WASTE MANAGEMENT

DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																	AMOUNT
		Fund			-	Dept				-	*Category								
1	OTHER	2	1	0	-	6	5	0	0	-	5	2	3	3	9	0			29900.00
2					-					-									
3					-					-									
4					-					-									
5					-					-									
6					-					-									
7					-					-									
																		Total	29900.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																	AMOUNT
		Fund			-	Dept				-	*Category								
1	MACHINES & EQUIPMENT	2	1	0	-	6	5	0	0	-	5	1	3	3	0	2			29900.00
2																			
3					-					-									
4					-					-									
5					-					-									
6					-					-									
7					-					-									
																		Total	29900.00

EXPLANATION: Transfer of funds necessary to cover machines & equipment due to additional expenses for repairs on commercial metal containers, surplus funds from account was achieved from cost savings or by reducing current and purchases that will now be postponed until next fiscal year.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. _____ 5/13/26

2. _____ 5/15/26

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 05/21/2026

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ 5/15/26

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 02/11/25

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME SOLID WASTE MANAGEMENT

DEPARTMENT SOLID WASTE MANAGEMENT

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																	AMOUNT
		Fund			-	Dept				-	*Category								
1	BUILDING MATERIALS	2	1	0	-	6	5	0	0	-	5	2	2	3	1	2			10000.00
2					-					-									
3					-					-									
4					-					-									
5					-					-									
6					-					-									
7					-					-									
																		Total	10000.00

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																	AMOUNT
		Fund			-	Dept				-	*Category								
1	BUILDINGS & STRUCTURES	2	1	0	-	6	5	0	0	-	5	1	3	3	0	6			10000.00
2																			
3					-					-									
4					-					-									
5					-					-									
6					-					-									
7					-					-									
																		Total	10000.00

EXPLANATION: Transfer of funds necessary to cover building & structures for unanticipated building repairs, surplus funds from account was achieved from cost savings or by reducing current purchases that will now be postponed until next fiscal year.

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)* 4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. _____ 5/19/26

2. _____ 5/21/26

Department Head & Assistant City Manager

ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. _____ 05/22/2026

Director of Finance

ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. _____ ___/___/___

City Manager

ROUTE BACK TO FINANCE DEPARTMENT

ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 02/11/25

CITY OF EDINBURG
BUDGET TRANSFER REQUEST FORM

FUND NAME Aviation

DEPARTMENT Aviation

TRANSFER FROM:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-		*Category						
1	RENTS & CONTRACTUALS	2	2	0	-	7	0	0	0	-		5	1	2	2	4	0	$ 22,271
2	PURCHASES FOR RESALE	2	2	0	-	7	0	0	0	-		5	5	1	4	2	1	16,000
									Total									$ 38,271

TRANSFER TO:

	ACCOUNT NAME	ACCOUNT NUMBER																AMOUNT
		Fund			-	Dept				-		*Category						
3	UTILITIES	2	2	0	-	7	0	0	0	-		5	1	2	2	2	0	$ 9,000
4	PRINTING	2	2	0	-	7	0	0	0	-		5	1	2	2	3	0	300
5	MOTOR VEHICLES - MAINT.	2	2	0	-	7	0	0	0	-		5	1	3	3	0	0	5,000
6	OTHER	2	2	0	-	7	0	0	0	-		5	1	3	3	0	9	18,300
7	AIR CONDITIONING UNITS	2	2	0	-	7	0	0	0	-		5	1	3	3	1	0	2,850
8	OFFICE SUPPLIES	2	2	0	-	7	0	0	0	-		5	2	1	3	0	0	500
9	OFFICE FURNITURE	2	2	0	-	7	0	0	0	-		5	2	3	3	0	1	750
10	JANITORIAL	2	2	0	-	7	0	0	0	-		5	2	2	3	0	6	550
11	OFFICE HARDWARE	2	2	0	-	7	0	0	0	-		5	2	2	3	0	8	100
12	BUILDING	2	2	0	-	7	0	0	0	-		5	2	2	3	1	2	21
13	MOTOR VEHICLES - SUPPLIES	2	2	0	-	7	0	0	0	-		5	2	2	3	1	6	900
	*MOTOR VEHICLE FUEL											5	2	2	3	0	5	-
									Total									$ 38,271

UTILITIES unanticipated electricity cost during Hangar 5 transition from contractor to DPS; PRINTING due to DPS ribbon-cutt

MOTOR VEHICLES excessive cost of units 78, 77, 63; OTHER unanticipated AWOS replacement parts although RAMP reimbursable; AIR CONDITION

ING urgent replacements weren't budgeted; OFFICE SUPPLIES millipore test kit misdirected; JANITORIAL for hangars 3 and 4

*CATEGORIES - 1) PERSONNEL SERVICES *(50xx)* 2) CONTRACTUAL/MAINTENANCE *(51xx)* 3) SUPPLIES *(52xx)*
4) NON-DEPARTMENTAL *(55xx)* 5) CAPITAL OUTLAY *(60xx)* 6) DEBT SERVICE *(70xx)* 7) TRANSFERS OUT *(90xx)*

ALL BUDGET TRANSFERS WILL REQUIRE CITY COUNCIL APPROVAL.

ROUTE AS NUMBERED

REQUESTED BY: DATE:

1. [signature] 5/13/2026

2. [signature] 5/13/26

Department Head & Assistant City Manager
ROUTE TO FINANCE DEPARTMENT

REVIEWED BY: DATE:

3. [signature] 05/21/2026

Director of Finance
ROUTE TO CITY MANAGER'S OFFICE

APPROVED BY: DATE:

4. [signature] 5/21/26

City Manager
ROUTE BACK TO FINANCE DEPARTMENT
ATTENTION: GABRIEL MORENO

For Finance Dept Use Only

CITY COUNCIL DATE TO PRESENT: ___/___/___ _____ *Initials*

DATE ENTERED TO INCODE: ___/___/___ _____ *Initials*

Form Updated 4/19/2023

CITY OF EDINBURG - CITY COUNCIL
Meeting Date: June 2, 2026
CONSENT AGENDA
Agenda Item No: 12.E.
Disposition of Approximately 25 Cubic Feet of Non-Vital City Records

1. **Agenda Item:**
Consider Authorizing the Disposition of Approximately 25 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with City's Records Management Program and the Texas State Library and Archives Commission Local Records Retention Schedules. [Clarice Y. Balderas, City Secretary]

2. **Description:**
The City Secretary Department maintains an active Central File System as part of the City's Records Management Program. City departments that maintain record copies are responsible for inventorying the records and submitting requests for disposition to the City Secretary Department. All retention dates for the proposed disposition of records have expired and have been assessed to ensure they comply with the Texas Local Retention Schedules; therefore, staff is requesting disposition of the records that have met their retention period.

By copy of this agenda item and recommendation, all City Departments are notified that any non-record copies and digital copies of the records listed for disposition are required to also be disposed of at the same time as the record copy.

The City's Records Committee consists of the City Manager, City Secretary, City Attorney, and Finance Director. If the disposition of records is approved by City Council, the Committee will then execute the required forms ascertaining the records listed have been reviewed for applicable value before they are disposed.

3. **Staff's Recommendation:**
Approve Authorizing the Disposition of Approximately 25 Cubic Feet (Boxes of Letter Size Records) of Non-Vital City Records in Accordance with the City's Records Management Program and Texas State Library and Archives Commission Local Records Retention Schedules.

Reviewed by:
Clarice Balderas, City Secretary
Nelda Ramirez, Assistant City Manager

Prepared by:
Joe Rios, Records Processing Supervisor

Attachments:
A. 2025-2026 DISPOSITION OF RECORDS
B. Disposition of Records Laws

DISPOSITION OF RECORDS FOR FY 2025-2026
PRESENTED TO CITY COUNCIL ON JUNE 2, 2026

	Box No.	Document Description	Date	Retention Period	Records Retention Description	Rec. No.	Disposition Date
			FINANCE DEPT				
1	11216	Service Application/Work Orders	04/2024	2	Work Orders	UT5000-19	04/2026
2	11319	Daily Cash Reports	04/2023	3	Accounts Receivable Records	GR1025-27a	04/2026
3	11533	Service Application/Work Orders	04/2024	2	Work Orders	UT5000-19	04/2026
4	11320	Daily Cash Reports	04/2023	3	Accounts Receivable Records	GR1025-27a	04/2026
5	11192	Customer Bill Records/Water Stubs	05/2023	3	Customer Billing Records	UT5000-04b	05/2026
6	11215	Service Application/Work Orders	05/2023	2	Work Orders	UT5000-19	05/2025
7	11238	Meter Reading Records	05/2023	3	Meter Reading Records	UT5000-11	05/2026
8	11321	Daily Cash Reports	05/2023	3	Accounts Receivable Records	GR1025-27a	05/2026
9	11322	Daily Cash Reports	05/2023	3	Accounts Receivable Records	GR1025-27a	05/2026
10	11332	A/R Invoice Register Reports	05/2023	3	Accounts Receivable Records	GR1025-27a	05/2026
			MUNICIPAL COURT				
11	10624	Finalized Cases #/C/Ct/E	04/2021	5	Case Papers	LC2350-04a	04/2026
12	10625	Finalized Cases E Tickets	04/2021	5	Case Papers	LC2350-04a	04/2026

10626	Finalized Cases E Tickets	04/2021	5	Case Papers	LC2350-04a	04/2026
10627	Finalized Cases E Tickets	04/2021	5	Case Papers	LC2350-04a	04/2026
10628	Finalized Cases E Tickets	04/2021	5	Case Papers	LC2350-04a	04/2026
10629	Finalized Cases #/C/Ct/E	04/2021	5	Case Papers	LC2350-04a	04/2026
10630	Finalized Cases E Tickets	04/2021	5	Case Papers	LC2350-04a	04/2026
CITY SECRETARY						
10889	Application for Certificate Copy of Birth & Death Certificate	04/2023	3	Records of Issuance of Birth & Death Records	CC1325-08a	04/2026
10890	Application for Certificate Copy of Birth & Death Certificate	05/2023	3	Records of Issuance of Birth & Death Records	CC1325-08a	05/2026
12090	2019 Completed Open Records Requests	12/2019	1	Public Information Act Requests	GR1000-34	12/2020
HUMAN RESOURCES						
12000	Active Employees: FMLA Requests, Coronavirus Responsive Act.	10/2006 - 09/2022	3	Leave Request	GR1050-54b	09/2025
12001	Active Employees: Workers Compensation Records	01/1998 - 12/2020	5	Workers Compensation Claim Records	Gr1050-32b	12/2025
POLICE / TRAINING FACILITY						
12016	Police Academy Records - Training Materials	2019 - 12/2020	5	Training Materials/Tests	PS4325-01	12/2025
12017	Police Academy Records - Training Materials	2019 - 12/2020	5	Training Materials/Tests	PS4325-01	12/2025
12018	Personal History Applications/Old Employee Files/Training Sign in Sheets	2017 - 12/2020	2	Previous Employee Files - Training Materials	PS4325-03	12/2022

Source: Texas State Library and Archives Commission https://www.tsl.texas.gov/slrm/pubs/bulletind#Ch201

TEXAS LOCAL GOVERNMENT CODE
Title 6. Records
Subtitle C. Records Provisions Applying to More Than One Type of Local Government

CHAPTER 202. DESTRUCTION AND ALIENATION OF RECORDS

Section 202.001. DESTRUCTION OF RECORDS.

(a) A local government record may be destroyed if:
1. the record is listed on a valid records control schedule and either its retention period has expired or it has been microfilmed or stored electronically in accordance with the requirements of Chapters 204 and 205;
2. the record appears on a list of obsolete records as provided by Section **203.044**; or
3. the record is not listed on a records retention schedule issued by the commission and the local government provides notice to the commission at least 10 days before destroying the record as required by Section **441.169**, Government Code.

(b) The following records may be destroyed without meeting the conditions of Subsection (a):
1. records the destruction or obliteration of which is directed by an expunction order issued by a court pursuant to state law; and
2. records defined as exempt from scheduling or filing requirements by rules adopted by the commission or listed as exempt in a records retention schedule issued by the commission.

Added by Acts 1989, 71st Leg., ch. 1248, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 2017, 85th Leg., R.S., Ch. 1149 (H.B. 557), Sec. 9, eff. September 1, 2017; Acts 2019, 86th Leg., ch. 533 (H.B. 1962), Sec. 13, eff. September 1, 2019.

RECORDS MANAGEMENT PROGRAM
Sec. 34.24 - Retention and disposition schedules.

Sec. 34.24 - Retention and disposition schedules.

(A) *Required.* All city offices and departments shall adopt records retention and disposition schedules and destroy, transfer or otherwise dispose of records only according to such schedules.

(B) *Development; authority granted; revision.*

(1) Retention periods to be included in records schedules shall be submitted by the Records Manager to the Finance Officer and City Attorney, who shall notify the Records Manager within ten working days of his approval or of any objection to a retention period. At the expiration of the ten-day period, if no objection has been submitted, the records schedule shall be adopted and shall have full force as sufficient authorization for records destruction or other action. If objection is made, the Records Manager shall determine a retention period satisfactory to the office or department concerned, to the Finance Officer and to the City Attorney.

(2) When a records retention and disposition schedule is adopted, it shall thenceforth constitute full authority to destroy, transfer, microphotograph or take other actions, and the City Council hereby directs that such action be taken by the Records Manager or under his or her supervision. The Records Manager shall notify the State Librarian of intended destruction, as required by law, but no further notice to the City Council or other city office shall be required.

(3) Revision of retention periods shall be submitted for review to the City Attorney and City Finance Officer in the same manner as the original retention periods.

(`82 Code, §§ 2-106, 2-107) (Ord. 1270, passed 2-2-88)

State Law reference— Records control schedules, V.T.C.A., Local Government Code § 203.041.