



Regular Governing Body Meeting
City of Rio Rancho
AGENDA
February 22, 2024
6:00 PM
Council Chambers

Governing Body Members

Greggory D. Hull, Mayor	Paul Wymer, Councilor District 4
Jim Owen, Councilor District 1	Karissa Culbreath, Councilor District 5
Jeremy Lenentine, Councilor District 2	Nicole List, Councilor District 6
Bob Tyler, Councilor District 3	

Meeting Information

This meeting will be conducted in-person and virtually, as well as, streamed live on the City of Rio Rancho website at <https://rrnm.gov/2303/Watch-and-Download-City-Meetings>

Join by Computer:<https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGV0czF4MDN0UT09>
Meeting ID:853 0235 3741
Passcode:789419

Join by Phone:
Dial +1 253 215 8782 US then enter Meeting ID and Passcode

Pursuant to the Governing Body Rules of Procedures, any person wishing to address the Governing Body related to an item listed under Second Reading of Ordinances, First Reading of Ordinances, or Discussion and Deliberation, shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for comments pertaining to a specific agenda item at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public input related to a specific agenda item at a meeting.

Public input can be submitted in writing to the City Clerk, as clerk of the Governing Body, prior to the date of the meeting in which the item is scheduled to be heard; however, only public input received before 4 p.m. on the day of the meeting will be entered into the record prior to the meeting.

Call to Order and Pledge of Allegiance

Proclamations and Awards of Merit

Public Forum

Pursuant to the Governing Body Rules of Procedure, any person wishing to address the Governing Body related to a non-agenda item shall register in person with the City Clerk no later than fifteen (15) minutes prior to the scheduled start time of a meeting. No more than two (2) hours in total will be allotted for public forum comments at any meeting. A majority vote of the Governing Body members present may approve to extend the total amount of time allotted for public forum at a meeting.

Comments by Councilors

Consent Calendar

There will be no discussion of these items unless a Governing Body Member so requests, in which event the item will be moved to a discussion item on the regular agenda.

1. [Minutes of February 8, 2024 Regular Meeting](#)
[Minutes of February 8, 2024 Regular Meeting](#)
2. [R12, Resolution Authorizing a Budget Adjustment to the Repair and Maintenance Equipment Fund](#)
[Resolution](#)
3. [R13, Resolution Authorizing a Budget Adjustment to the State Grant Fund for Felony Warrant Enforcement](#)
[Resolution](#)
4. [R14, Resolution Authorizing a Budget Adjustment to the Library Fund](#)
[Resolution](#)
5. [R15, Resolution Authorizing the Disposal of Library and Information Services Department Property](#)
[Resolution](#)
[Exhibit A](#)
6. [R16, Resolution Authorizing the Disposal and Trade-In of Library Materials](#)
[Resolution](#)
[Exhibit A](#)

Boards/Commissions/Committee Reports

Public Hearings

7. [O1, Ordinance Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Loma Colorado, Tract P-1C-B adding Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Ai Fresco Dining Facilities as a Permissive Use to the SU: Special Use for Educational, Recreational, and Cultural Uses Zoning Designation; Identifying Conditions of Development, Providing for Severability and an Effective Date](#)
[Ordinance](#)
[Zoning, Location](#)
[Application Packet](#)
[Exhibit A: Site Plan](#)
[Justification Letter](#)
[Filed Summary Plat](#)
[\(Current Ordinance\) 06-57 O-63](#)
[Loma Colorado Redevelopment Plan](#)
[Reviewer Comments](#)
[Public Comment_McCabe, Daniel](#)
[Public Comment_Joiner, Cody](#)
[Reproduction of Notices, Legal \(GB\)](#)
[Blades McDermott Substitute Ground Lease Duly Executed Aug 2016 V2.pdf](#)

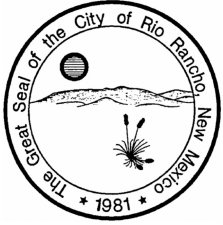
Second Reading of Ordinances

First Reading of Ordinances

Discussion and Deliberation

City Manager

Adjournment



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item:

AGENDA DATE:
February 22, 2024

DEPARTMENT:
City Clerk

SUBJECT:
Minutes of February 8, 2024 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: [Minutes of February 8, 2024 Regular Meeting](#)



Governing Body
of the
City of Rio Rancho

MINUTES
FEBRUARY 8, 2024
6:00 PM
Council Chambers, City Hall

MEMBERS PRESENT:

Greggory D. Hull, Mayor
Jim Owen, Councilor Dist. 1
Jeremy Lenentine, Councilor Dist. 2
Bob Tyler, Councilor Dist. 3
Paul Wymer, Councilor Dist. 4
Karissa Culbreath, Councilor Dist. 5
Nicole List, Councilor Dist. 6

STAFF PRESENT:

Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Josh Rubin, City Attorney
Rebecca Martinez, City Clerk
James DeFillippo, Fire Chief
Carole Jaramillo, Director of Financial Services
Connie Peterson, Dir. of Parks, Rec & Comm Svcs.
Stewart Steel, Police Chief
BJ Gottlieb, Director of Public Works
Amy Rincon, Director of Development Services

Call to Order and Pledge of Allegiance

Mayor Hull called the meeting to order at 6:00 p.m.

Mayor Hull stated a closed session today at 4:00 p.m. in accordance with: Section 10-15-1 (H)(8) NMSA 1978, meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by the public body. No action was taken at this session.

Proclamations and Awards of Merit

Public Forum

The following individual spoke under Public Forum:

Chris J Vanden-Heuvel

Comments by Councilors

Councilor Tyler thanked Fire Chief and his staff for their assistance on a recent incident that occurred at Cleveland High School. He appreciates the working relationship between the two.

Consent Calendar

1.) Minutes of January 25, 2024 Regular Meeting

- 1 2.) R7, Resolution Approving the Public Works Department's Application for the New
2 Mexico Department of Transportation (NMDOT) FY 2024-2025 Local Government Road
3 Fund (LGRF) Cooperative Program
4 3.) R8, Resolution Authorizing the Recycling of Damaged and/or Obsolete Items
5 4.) R9, Resolution Authorizing a Budget Adjustment to the Community Development
6 Block Grant Fund (375) for Planning and Administration
7 5.) R10, Resolution Authorizing the Disposal of Obsolete and Non-Working Equipment
8 and Office Furniture
9 6.) R11, Resolution Authorizing a Budget Adjustment to the State Appropriations Capital
10 Fund (315) and Accepting \$375,277.00 for the Grande Boulevard Reconstruction Project

11 Karissa Culbreath moved to approve Consent Calendar. Seconded by Jim Owen

12 The motion carried by a vote of 6 FOR and 0 AGAINST.

13 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
14 Nicole List
15
16

17 **Boards/Commissions/Committee Reports**

18 **Public Hearings**

- 19
20
21
22 7.) D4, Site Plan Approval for a Furniture Store at the Property Legally Described as The
23 Village, Tracts B1-B4

24
25 Amy Rincon, Director of Development Services presented this item. There are two items
26 that are slightly different with this site plan request. There is a request for a deviation in
27 the parking standards. Currently, code requires one parking space for every 300 square
28 feet of floor area for a business. The site plan shows that the gross square footage of the
29 building is 57,047 square feet, which would require 190 parking spaces per the
30 Ordinance. The applicant has provided a justification letter requesting a parking reduction
31 to 1 parking space per 650 square feet of floor area, thus requiring 88 parking spaces.
32 Staff finds that the justification is sound for the proposed reduction in parking due to the
33 fact that most of the square footage of the buildings will be devoted to display and storage.
34 Staff also conducted a comparative study and analysis of parking requirements for
35 different cities across the country of different sizes and locations, provided by the
36 American Planning Association. The analysis yielded that the average requirements for
37 a "Furniture Store" use were 651 square feet of floor space per parking space, with some
38 Cities allowing for up to 1,000 ft of floor space per parking space. The second items is the
39 Cabezon Community plan calls for specific building materials and colors and those range
40 from warm colors from light to dark tan, tear cotta and deep brown. The applicant is
41 requesting to use a different pallet of the business to match their standard color pallet
42 which includes black white and gray. Staff does recommend approval.
43

44 Leroy Duarte, Planner with Wilson & Company gave a brief overview of the plan. He
45 stated the applicant is requesting to keep the proposed color scheme, as that is part of
46 their branding.

1 Noah Berke, Planning Lead with Wilson & Company. The request is for a site plan
2 approval for a furniture retail store and a parking reduction request based on type of use.
3 Also, to maintain the proposed color scheme. Switching to warm colors such as light to
4 dark tans, terracotta red to deep brown as outlined in the Master Plan would take away
5 from the company's branding identity. It is requested that the proposed colors be coventry
6 gray, artic white, chelsea gray, iron gray, and tricorn black.
7

8 Mayor Hull moved to amend D4, to remove Specific Findings and Conditions item
9 #13. The exterior color of the building may include additional colors not listed in
10 the master plan such as white, grey and black. Seconded by Karissa Culbreath
11

12 The motion carried by a vote of 6 FOR and 0 AGAINST.

13 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
14 Nicole List
15

16 Jeremy Lenentine moved to approve D4 as amended. Seconded by Karissa
17 Culbreath
18

19 The main motion carried by a vote of 6 FOR and 0 AGAINST.

20 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
21 Nicole List
22

23 **Second Reading of Ordinances**

24 **First Reading of Ordinances**

25 **Discussion and Deliberation**

26 **27 8.) D5, Amendment to Contract for Design Services for Idalia Road to WHPacific, Inc.**

28
29 BJ Gottlieb, Director of Development Services presented this item. Idalia Road between
30 Northern Boulevard and Iris Road is classified as a two-lane minor arterial roadway. A
31 preliminary design contract/corridor study related to reconstructing and widening this
32 section of Idalia Road was previously awarded to WHPacific Inc. The design has been
33 completed to a 30% level for the corridor. A contract amendment with WHPacific has
34 been developed and is recommended utilizing a variety of different funding sources. The
35 amendment will allow for the advancement to final design of the first two phases of the
36 project. Phase 1 is the intersection of Idalia Road and Broadmoor Boulevard and Phase
37 2 is the intersection of Idalia Road and Loma Colorado Boulevard. The entire project
38 scope consists of five phases. The project is listed in the City's Infrastructure and Capital
39 Improvement Plan.
40
41

42
43 Bob Tyler moved to approve D5. Seconded by Jim Owen
44

45 The motion carried by a vote of 6 FOR and 0 AGAINST.

1 YES: Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer, Karissa Culbreath,
2 Nicole List
3

4 **City Manager**

5
6 Matt Geisel, City Manager stated on Saturday at 10:00 a.m. there is a townhall @ Haynes
7 Community Center to provide the public with election information related to the bonds.
8 Also, on February 14, 2024 Animal Resources Center is offering \$14 pet adoption.
9

10 **Adjournment**

11
12 6:22 p.m.

13
14 APPROVED THIS FEBRUARY 22, 2024
15

16
17 _____
Greggory D. Hull, Mayor

18 ATTEST:

19
20 _____
21 Rebecca A. Martinez, City Clerk
22 SEAL

DRAFT



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R12

AGENDA DATE:
February 22, 2024

DEPARTMENT:
Police Department

SUBJECT:
R12, Resolution Authorizing a Budget Adjustment to the Repair and Maintenance Equipment Fund

BACKGROUND AND ANALYSIS:
In January 2024, the Regional Emergency Communications Center encountered a failure with several of its telephone lines.

The requested funds will be utilized to make long-term repairs and maintain the abilities of the Regional Emergency Communications Center to receive, dispatch, and log emergency calls for service.

IMPACT:
The City's General Fund Unreserved Ending Fund Balance (\$22,000) will be used to fund long-term repair and maintenance.

ALTERNATIVES:
Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:
Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE REPAIR &
MAINTENANCE EQUIPMENT FUND**

WHEREAS: the requested funds will be utilized to make long-term repairs and maintain the abilities of the Regional Emergency Communications Center to receive, dispatch, and log emergency calls for service; and

WHEREAS: a budget adjustment is necessary to expend the funds as intended.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF RIO RANCHO:**

That authorization is given for the following budget adjustment:

Repair & Maintenance Equipment (6010)

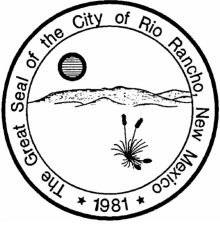
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
101-0515-410-9001 Ending Fund Balance – Unreserved		\$22,603,884		\$22,000	\$22,581,884
101-6010-421-5037 Repair & Maintenance Equipment		\$0	\$22,000		\$22,000
Total Expense		\$22,603,884	\$22,000	\$22,000	\$23,603,884

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R13

AGENDA DATE:
February 22, 2024

DEPARTMENT:
Police Department

SUBJECT:
R13, Resolution Authorizing a Budget Adjustment to the State Grant Fund for Felony Warrant Enforcement

BACKGROUND AND ANALYSIS:

The 13th District Attorney's Office received funding from the State of New Mexico to reduce the number of outstanding warrants by partnering with local law enforcement agencies and serving felony arrest warrants.

The 13th District Attorney's Office has allocated one hundred thousand dollars (\$100,000) to the Rio Rancho Police Department.

This funding allows officers to work overtime details focused on arresting offenders with outstanding warrants and reducing the number of outstanding warrants. The specific warrants to be served will be distributed to the law enforcement agency by the 13th District Attorney's Office.

IMPACT:

There is no impact to the City's General Fund. The Resolution authorizes the acceptance and use of State funds.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE GRANT
FUND FOR FELONY WARRANT ENFORCEMENT**

WHEREAS: the 13th Judicial District Attorney's Office has awarded the City of Rio Rancho an amount of \$100,000 for overtime compensation for operations aimed at reducing the warrant backlog and apprehending recently issued felony warrants with the 13th Judicial District; and

WHEREAS: a budget adjustment is necessary to expend the grant funds as proposed.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given for the following budget adjustment:

State Grants Fund (252)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-334.10-00 State Grants	PS2431	\$90,010	\$100,000		\$190,010
Total Sources		\$90,010	\$100,000		\$190,010

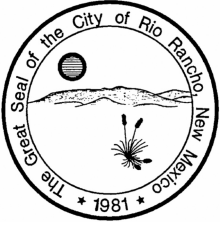
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
252-0000-421.10-21 Overtime	PS2431	\$57,954	\$100,000		\$157,954
Total Uses		\$57,954	\$100,000		\$157,954

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R14

AGENDA DATE:

February 22, 2024

DEPARTMENT:

Library and Information Services

SUBJECT:

R14, Resolution Authorizing a Budget Adjustment to the Library Fund

BACKGROUND AND ANALYSIS:

The City of Rio Rancho has been awarded State funding (\$85,000) by the New Mexico Legislature for a replacement library book sorter at the Loma Colorado Main Library.

Additional funding is needed to acquire a new library book sorter.

The Library and Information Services Department has available funding stemming from a countywide voter-approved bond that must be expended in a timely fashion to purchase library books and materials; library supplies and support software; library furniture; and to make capital improvements.

A budget adjustment is necessary to pair bond proceeds (\$23,351) with State funding.

IMPACT:

There is no impact to the General Fund. The Library and Information Services Department will be able to purchase and install a new library book sorter at the Loma Colorado Main Library before the end of the fiscal year.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE LIBRARY FUND

WHEREAS: the Library and Information Services Department has available funding stemming from a countywide voter-approved bond that must be expended in a timely fashion to purchase library books and materials; library supplies and support software; library furniture; and to make capital improvements; and

WHEREAS: a budget adjustment is necessary to pair bond proceeds with State funding in order to acquire a new library book sorter at the Loma Colorado Main Library; and

WHEREAS: a budget adjustment is necessary to expend the funds as intended.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO:

That authorization is given to make the following budget adjustments:

Library Fund (220)

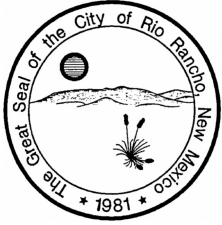
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
220-0000-450-6073 County Bond Books	LB2404	\$723,489		\$23,351	\$700,138
220-0000-450-7025 Major Furniture and Equipment	LB2404	\$151,915	\$23,351		\$175,266
Total Uses		\$875,404	\$23,351	\$23,351	\$875,404

ADOPTED THIS _____ DAY OF _____ 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R15

AGENDA DATE:

February 22, 2024

DEPARTMENT:

Library and Information Services

SUBJECT:

R15, Resolution Authorizing the Disposal of Library and Information Services Department Property

BACKGROUND AND ANALYSIS:

The Library and Information and Services Department needs to dispose of non-functional, damaged, and/or obsolete items that cannot be put back in library circulation or sensibly stored by selling salvageable items, recycling suitable items, and safely disposing of items deemed unfit or unsafe for sale to the public.

The disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed \$2,500.

IMPACT:

Approval of the Resolution will allow the Library and Information and Services Department to free up needed storage space for other department functions.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Exhibit A](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING THE DISPOSAL OF LIBRARY AND INFORMATION
SERVICES DEPARTMENT PROPERTY**

WHEREAS: the Library and Information and Services Department needs to dispose of non-functional, damaged, and/or obsolete items that cannot be put back in library circulation or sensibly stored by selling salvageable items, recycling suitable items, and safely disposing of items deemed unfit or unsafe for sale to the public; and

WHEREAS: the disposal of personal property is governed by Section 3-54-2, NMSA 1978 requiring Governing Body approval for property that does not exceed \$2,500.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF RIO RANCHO:**

That authorization is hereby given to properly dispose of the items depicted in Exhibit A, attached hereto.

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Book cart (x2)	HUB @ Enchanted Hills	Damaged	\$10	
Dry Erase Arrow Sign	Loma Colorado Library	Damaged	\$0	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Koala Care Baby Changing Station	Esther Bone Library	Damaged	\$0	
Dell OptiPlex 3010 (x2) SN 3PLPK02 SN 3PLNK02	Esther Bone Library	Obsolete	\$0	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024




Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Dell Optiplex 3240 AIO Series SN 4XH1482	HUB @ Enchanted Hills	Obsolete	\$0	
Mini Fridge	Loma Colorado Library	Obsolete	\$20	
Folding Hand Truck	Loma Colorado Library	Damaged	\$0	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024

Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Wooden 2-Shelf Bookcase	Loma Colorado Library	Damaged	\$0	
Computer Stand	Loma Colorado Library	Damaged	\$0	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
RFID security gates	Loma	Damaged	\$0	
Computer Table	Esther Bone	Obsolete	\$50	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Plexi dividers (x30)	Loma	Obsolete	\$300	
Family Size Griddle	Loma Colorado	Obsolete	\$20	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024

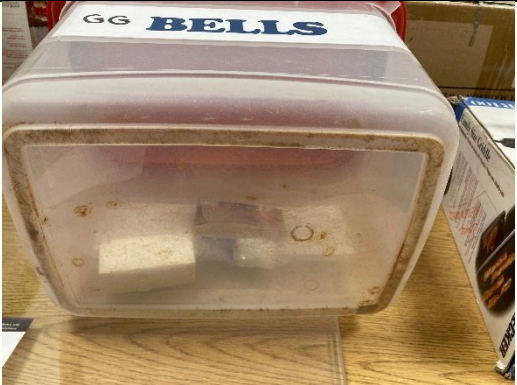

Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Storage Bin	Loma Colorado	Damaged	\$0	
Metal Shelving Unit	Loma Colorado	Obsolete	\$200	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Shelving Unit	Loma Colorado	Obsolete	\$50	
Rolling Lectern	Loma Colorado	Obsolete	\$20	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Vacuums (x2)	Loma Colorado	Damaged	\$0	
Christmas Tree	Loma Colorado	Damaged	\$0	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
iPad Pedestals (x2)	Loma Colorado	Obsolete	\$100	
Magazine Rack	Loma Colorado	Obsolete	\$100	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024


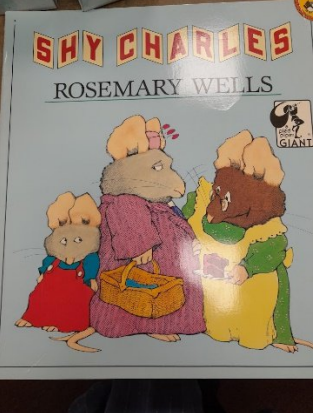
Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Television	Loma Colorado	Damaged	\$0	
Large Storytime Book	Loma Colorado	Obsolete	\$2	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024


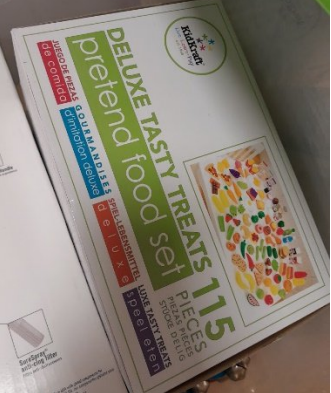
Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Garden Sprayer	Loma Colorado	Obsolete	\$5	
Plastic Food Set	Loma Colorado	Damaged	\$0	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024



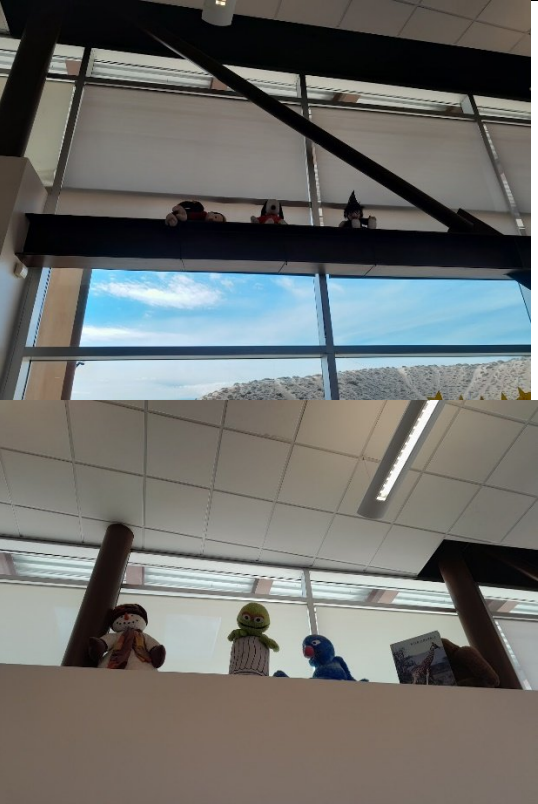
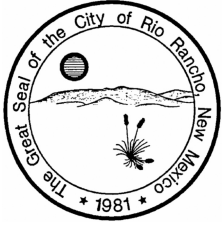
Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Various Music Jingle Bells	Loma Colorado	Damaged	\$0	
Various World Map Globes (x6)	Loma Colorado	Obsolete	\$5	

Exhibit A
 Property Disposal
 Library and Information Services
 February 22, 2024

Item Description	Location	Reason for Disposal	Estimated Current Value	Item Image
Various Stuffed Animals (x7)	Loma Colorado	Damaged	\$0	
Total Estimated Current Value:			\$882.00	



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R16

AGENDA DATE:

February 22, 2024

DEPARTMENT:

Library and Information Services

SUBJECT:

R16, Resolution Authorizing the Disposal and Trade-In of Library Materials

BACKGROUND AND ANALYSIS:

The Library and Information Services Department periodically removes materials from circulation due to wear and tear, materials being outdated, or materials being duplicative and no longer needed.

The department's primary book vendor, Baker and Taylor, operates the Sustainable Shelves Program, which allows the library to trade-in some materials for credit toward future purchases and recycle outdated and poor condition items at no cost to the City.

The trade-in credit toward future purchases is in the best interest of Rio Rancho citizens because it creates additional resources for the libraries and its patrons to use, and recycling or otherwise disposing of items, which are in poor condition or out-of-date, will free up space in the library allowing the City to continue providing quality services to the community.

IMPACT:

The Resolution will allow the Library and Information Services Department to make space in the collection for new materials, which is in the best interest of the Rio Rancho community.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Exhibit A](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING THE DISPOSAL AND TRADE-IN OF
LIBRARY MATERIALS**

WHEREAS: the Library and Information Services Department periodically removes materials from circulation due to wear and tear, materials being outdated, or materials being duplicative and no longer needed; and

WHEREAS: the department's primary book vender, Baker and Taylor, operates the Sustainable Shelves Program, which allows the library to trade-in some materials for credit toward future purchases and recycle outdated and poor condition items at no cost to the City; and

WHEREAS: the trade-in credit toward future purchases is in the best interest of Rio Rancho citizens because it creates additional resources for the libraries and its patrons to use, and recycling or otherwise disposing of items, which are in poor condition or out-of-date, will free up space in the library allowing the City to continue providing quality services to the community.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY
OF RIO RANCHO:**

That authorization is hereby given to properly dispose and trade-in of the items listed in Exhibit A, attached hereto.

ADOPTED THIS _____ DAY OF _____, 2024.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

Exhibit A
 Library Materials Disposal and Trade-In
 Library and Information Services
 February 22, 2024

ISBN	Status
9781421502700	Credit
9781421507712	Recycle
9781421514062	Credit
9781421502700	Recycle
9781421501475	Recycle
9781421500768	Recycle
9781591168065	Recycle
9781591167501	Recycle
9781591166900	Recycle
9780062194831;"0062194836"	Credit
9780062194831;"0062194836"	Credit
9780838911372 (alk. paper);"0838911374 (alk. paper)"	Credit
9781442239623 (hardcover alkaline paper);"144223962X (hardcover alkaline paper);"9781442239630 (paperback alkaline paper);"1442239638 (paperback alkaline paper)"	Credit
9780838913277 (pbk. : alk. paper);"083891327X (pbk. : alk. paper)"	Recycle
0838909345 (alk. paper);"9780838909348 (alk. paper)"	Credit
9781640974265;	Credit
9781640974265;	Credit
9781640970823;	Recycle
9781506234601;	Recycle
9781506234601;	Recycle
9780241367810;	Credit
9781628091335;	Credit
9781640974043;	Recycle
9781913484200;	Credit
9781913484200;	Credit
9781913484200;	Credit
9781913484002;	Credit
9781438093130;	Recycle
9781438093130;	Recycle
9781506234588;	Recycle
9781571989246;	Credit
9781438073828;	Credit
9780894876059;	Credit
9780894876042;	Credit
9780894876073;	Recycle

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ISBN	Status
9780894876080;	Recycle
9780894876134;	Recycle
9780894876141;	Recycle
0385730284 (trade);"0385901615 (GLB)";"9780385732314 (pbk.)"	Credit
9780062840226 (hardcover);"0062840223 (hardcover)"	Credit
9781936681563	Credit
9781413328967	Credit
9781413328967	Credit
9781413328967	Credit
9781787016699	Credit
9781787016699	Credit
9780062093059 (hardback);"0062093053 (hardback)"	Credit
9780063251922 (hardcover);"0063251922 (hardcover)"	Credit
9781368083522	Credit
9781626726031 (hardcover);"1626726035 (hardcover)"	Credit
9781416990499 (hbk.);"1416990496 (hbk.)"	Credit
9781640975330	Credit
9781250866448 hardcover;"1250866448 hardcover"	Credit
9781628875072	Credit
9781628875218	Credit
9781628874761	Credit
9781913484200	Credit
0670017140;"9780670017140"	Credit
0147511933;"9780147511935";"9780670017133 (hardback)";"0670017132 (hardback)"	Credit
9780545858267 (hardcover alk. paper);"0545858267 (hardcover alk. paper)"	Credit
9781452134772 (hbk.);"1452134774 (hbk.)"	Credit
9780241520413	Credit
9781640975170	Credit
9781640975170	Credit
9781787017160	Credit
9781328567673;"9780547628400 (hardback)";"0547628404 (hardback)"	Credit
9780553522358 (hardback);"0553522353 (hardback)";"9780553522365 (glb)";"0553522361 (glb)";"1524764736";"9781524764739"	Credit
9781459830899 (softcover);"145983089X (softcover)"	Credit
9781640973046	Credit
9781640973961	Credit

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ISBN	Status
9780062493804 (hardback);"0062493809 (hardback)"	Credit
9780241462621	Credit
9780894876189	Credit
9780062318503;"0062318500"	Credit
9781368046923 (hardcover);"1368046924";"9781368055437 (paperback)";"1368055435"	Credit
9781481456432 (hardcover);"1481456431 (hardcover)";"9781481456449 (paperback)";"148145644X (paperback)"	Credit
9781442421790 (hardcover);"1442421797 (hardcover)"	Credit
9781682618356 (hardcover);"1682618358 (hardcover)"	Credit
9781250258564 (hardcover);"1250258561 (hardcover)"	Credit
9781481456463 (hardback);"1481456466";"9781481456470 (paperback)";"1481456474"	Credit
9781442484238 (hbk.);"1442484233 (hbk.)";"9781481442381";"1481442384"	Credit
9780316448567 (hardcover);"0316448567 (hardcover)"	Credit
9780440237778 (trade pbk.);"9780385730303 (hardcover)";"0385730306 (hardcover)";"9780385902953 (Gibraltar lib. bdg.)";"0385902956 (Gibraltar lib. bdg.)";"0440237777 (trade pbk.)"	Credit
9781481488785 (hardback);"1481488783 (hardback)";"9781471160493 (eBook)";"9781481488808 (eBook)"	Credit
9780062072078;"0062072072"	Credit
9780241509760	Credit
9780062072047 (pbk.);"9780062072030 (hbk.)";"0062072048 (pbk.)"	Credit
9781984848635 (hardback);"1984848631 (hardback)";"9781984848642 (glb)";"198484864X (glb)"	Recycle
9780062644213 (hardcover);"0062644211 (hardcover)"	Recycle
9781250085498 (hardcover);"1250085497 (hardcover)"	Recycle
9780553522310 (hc);"0553522310 (hc)";"9780553522327 (glb)";"0553522329 (glb)"	Recycle
9781250006332 (pbk.);"1250006333 (pbk.)"	Recycle
9780062235596 (hardcover);"0062235591 (hardcover)"	Recycle
9780062679857 (hardcover);"0062679856 (hardcover)"	Recycle
9781413320633	Recycle
9781413326758	Recycle
9781250162717 (hardcover);"1250162718 (hardcover)"	Recycle
9780735232112 (hardcover);"0735232113 (hardcover)"	Recycle
9780553522396 (hardcover);"0553522396 (hardcover)";"9780553522402 (library edition)";"055352240X (library edition)";"9780553522419 (electronic book)"	Recycle
9780062869494 (hardcover);"0062869493 (hardcover)"	Recycle

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ISBN	Status
9781481488754 (hardback);"1481488759 (hardback)"	Recycle
9780316182881;"0316182885"	Recycle
9781484722084 (hardback);"1484722086 (hardback)"	Recycle
9780425289877 (hardcover);"0425289877 (hardcover)"	Recycle
9780062327185 (hardcover);"0062327186 (hardcover)"	Recycle
9781250295521 (hardcover);"1250295521 (hardcover)"	Recycle
9781640975255	Recycle
9781416997498 (pbk.);"1416997490 (pbk.)"	Recycle
9781416958635;"1416958630"	Recycle
9780375849725;"0375849726";"9780375949722 (library binding)";"0375949720 (library binding)";"9780375843297 (pbk.)";"0375843299 (pbk.)"	Recycle
9780375869648 (hbk.);"0375869646 (hbk.)";"9780375982460 (lib. bdg.)";"0375982469 (lib. bdg.)";"9780375871696 (pbk.)";"0375871691 (pbk.)"	Recycle
9780241472149	Recycle
9780593327487 (hardcover);"0593327489 (hardcover)"	Recycle
9780062493767 (hardcover);"0062493760 (hardcover)"	Recycle
0062493744;"9780062493743 (hardcover)"	Recycle
9781250077738 (hardback);"1250077737 (hardback)"	Recycle
9780547628349;"054762834X"	Recycle
9781506234588	Recycle
9780670016785 (hardcover);"0670016780 (hardcover)"	Recycle
9780375860904 (pbk.);"0375860908 (pbk.)";"0375825215";"037592521X"	Recycle
9780553539479 (hardcover);"0553539477 (hardcover)";"9780553539486 (hardcover library binding)";"0553539485 (hardcover library binding)";"9780553539509 (pbk.)";"0553539507 (pbk.)"	Recycle
9781250192677 (hbk.);"1250192676 (hbk.)"	Recycle
9781616209070 (hardcover);"1616209070 (hardcover)"	Recycle
9780593121535 (hardcover);"0593121538 (hardcover)";"9780593121566 (paperback)"	Recycle
9781250112767;"1250112761"	Recycle
0062092995 (hbk.);"9780062092991 (hbk.)"	Recycle
9780062072092 (hardback);"0062072099 (hardback)"	Recycle
9781681198071 (hardcover);"168119807X (hardcover)"	Recycle
9780759555075 (hardcover);"0759555079 (hardcover)"	Recycle
0060235284 ;"0060235292 (lib. bdg.)"	Recycle
9780062870957 (hardcover);"0062870955 (hardcover)"	Recycle
9780062840325 (hardcover);"0062840320 (hardcover)"	Recycle

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ISBN	Status
9780316436724 (hardcover);"0316436720";"40028719974"	Recycle
9780316305358 (hardcover);"0316305359 (hardcover)"	Recycle
9780374346676 (hardback);"0374346674 (hardback)"	Recycle
9781250112781 (hardcover);"1250112788 (hardcover)"	Recycle
9781338673524 (hardcover);"1338673521 (hardcover)"	Recycle
9781459830868 (softcover);"1459830865 (softcover)"	Recycle
9780062349194 (hardcover);"0062349198"	Recycle
9781534421103 (hardback);"1534421106"	Recycle
9780062996831 (hardcover);"0062996835 (hardcover)"	Recycle
9781452128313 (alk. paper);"1452128316 (alk. paper)"	Recycle
9780062235626 (hbk.);"0062235621 (hbk.)"	Recycle
9780062564047 (trade binding);"0062564048 (trade binding)"	Recycle
9780062870988;"006287098X"	Recycle
9780385733410;"0385730292 (trade)";"0385902573 (glb)";"9780385730297"	Recycle
9781984835123 (hardcover);"1984835122 (hardcover)"	Recycle
1459745183;"9781459745186 (softcover)"	Recycle
9781984815712 (hardcover);"1984815717 (hardcover)"	Recycle
9781250006318;"1250006317"	Recycle
9780374308445 (hardcover);"0374308446 (hardcover)"	Recycle
9781484728499 (hardcover);"1484728491 (hardcover)"	Recycle
9780062422613 (trade bdg.);"0062422618 (trade bdg.)"	Recycle
0062422588 (hardcover);"9780062422583 (hardcover)"	Recycle
9781419725715 (hardback);"1419725718 (hardback)"	Recycle
9780803736733 (hbk.);"0803736738 (hbk.)"	Recycle
9780525577942 (hc);"0525577947";"9780525577973 (glb)";"0525577971"	Recycle
1542005086 (hardcover);"9781542005081 (hardcover)";"9781542005074 (paperback)";"1542005078 (paperback)"	Recycle
9781484728482 (hardcover);"1484728483 (hardcover)"	Recycle
9781542040174 (hardcover);"1542040175 (hardcover)";"9781542040402 (paperback)";"154204040X (paperback)"	Recycle
9781492673460 (hardcover);"1492673463 (hardcover)"	Recycle
9781419721236 (hardback);"1419721232 (hardback)"	Recycle
9780803736757 (hbk.);"0803736754 (hbk.)"	Recycle
9781682615935 (hardcover);"1682615936 (hardcover)"	Recycle
9781492669890 (hardcover : alk. paper);"149266989X (hardcover alk. paper)"	Recycle
9781368036887 (hardcover);"1368036880 (hardcover)"	Recycle
9780062382894 (hardcover);"0062382896 (hardcover)"	Recycle

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ISBN	Status
9780803736740 (hardcover);"0803736746 (hardcover)"	Recycle
9780803736764 (hardcover);"0803736762 (hardcover)"	Recycle
9780062489883 (hardcover);"0062489887"	Recycle
9780385741484 (hardcover);"0385741480 (hardcover)";"9780375990069 (library binding)";"0375990062 (library binding)";"9780385741491 (trade paperback)";"0385741499 (trade paperback)"	Recycle
9781250085474 (hardback);"1250085470 (hardback)"	Recycle
9781442421769;"1442421762"	Recycle
9781481404549 (hardback);"1481404547 (hardback)"	Recycle
9781250006325 (pbk.);"1250006325 (pbk.)"	Recycle
9780062093028 (hardback);"0062093029 (hardback)"	Recycle
9781619634121 (hbk.);"1619634120 (hbk.)"	Recycle
9781328594433 (hardcover);"1328594432 (hardcover)"	Recycle
9781492672661 (hardcover);"1492672661 (hardcover)"	Recycle
1629634484 (paperback);"9781629634487 (paperback)";"9781629634487"	Credit
9781302915803 (pbk.);"1302915800"	Credit
9780930289157	Credit
9781401242473 (hbk.);"1401242472 (hbk.)"	Credit
9781302910648	Credit
9781782763369	Credit
9781302918330 (pbk.);"1302918338"	Credit
9781553796855 (paperback);"1553796853 (paperback)"	Credit
9781628875119	Credit
9781628875256	Credit
9781401256814	Credit
9781401264789	Credit
9781401255237	Credit
9781401264574	Credit
9781401265748	Credit
9781401269036	Credit
9781401243265	Credit
9781401260798	Credit
9781401258221	Credit
9781401251338	Credit
9781401234867	Credit
9781401238421	Credit
9781401244057	Credit

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 February 22, 2024

ISBN	Status
9781401250447	Credit
9780991272914	Credit
9780981873756	Credit
9780981873787	Credit
9780989222174	Credit
9780981873763	Credit
9781413329162	Credit
9781785731389	Credit
9781302916978 (pbk.); "1302916971"	Credit
9781554983605	Credit
9781401261498	Credit
9781401220341 (pbk.); "1401220347 (pbk.)"	Credit
9781421585857	Credit
9781421581729	Credit
9781421569512	Credit
9781421564319	Credit
9781421553764	Credit
9781421551586	Credit
9781421542683	Credit
9781421541235	Credit
9781421539775	Credit
9781421538440	Credit
9781421534886	Credit
9781421534893	Credit
9781421534909	Credit
9781421536897	Credit
9781541586956	Credit
9781302917418	Credit
9780785148425	Credit
9781401280444	Credit
9781401270933	Credit
9781401273903	Credit
9780593516492;	Credit
9780785193890	Credit
9780785157328	Credit
9780785157366	Credit
9781616552084	Credit

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ISBN	Status
9781616553104	Credit
9781616555535	Credit
9781302901103	Credit
9781302901110	Credit
9781302907426	Credit
9781302907433	Credit
9781302911706	Credit
9781563896996	Credit
1563895676 (pbk.);"9781563895678 (pbk.);"761941220727"	Credit
9781596436978	Credit
9780785168461	Credit
9781421542188	Credit
9781421549477	Credit
9781421551548	Credit
9781421557014	Credit
9781421564333	Credit
9781421573915	Credit
9781421537900	Credit
9781421539386	Credit
9781421540818	Credit
9781421526768	Credit
9781421530734	Credit
9781421531724	Credit
9781421535692	Credit
9781421513249	Credit
9781421515632	Credit
9781421523538	Credit
9780345483355	Credit
9780345477903	Credit
9780345477897	Credit
9780345471819	Credit
9780345470584	Credit
9780345496836	Credit
9780345496393	Credit
9781636710686;	Recycle
9781596438132	Recycle
9781626728042	Recycle

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 February 22, 2024

ISBN	Status
9781626721555	Recycle
9781302910655	Recycle
9780785199342	Recycle
9781640974104	Recycle
9781640972124	Recycle
9781401254728	Recycle
9781401246907	Recycle
9780981873725	Recycle
761941237961	Recycle
9781421577425	Recycle
1302903330;"9781302903336"	Recycle
9780785195856;"0785195858"	Recycle
9781682559727	Recycle
9781682559628	Recycle
9781682559642	Recycle
9780785157335	Recycle
9780593593806	Recycle
9781616553814	Recycle
9781534302877 (hardcover);"1534302875 (hardcover)"	Recycle
761941236520	Recycle
761941230597	Recycle
761941236759	Recycle
9780316522816	Recycle
9780785162674	Recycle
9781545805343	Recycle
9780345483362	Recycle
9780806123073	Recycle
9780891348528	Credit
9780794511661	Credit
9781600583971	Recycle
9780966464023	Credit
9780295983936	Credit
0517480808	Recycle
9780811818933	Credit
9780976669739	Recycle
9781885858191	Recycle
9781589237063	Credit

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ISBN	Status
9780307408723	Recycle
9781683643708	Credit
9780143133568	Recycle
9780756418502	Credit
9781625247889	Credit
9780857020611	Credit
9780760727652	Recycle
9781455566389	Credit
9781615195695	Credit
9780894808241	Recycle
9780312876142	Credit
9780553384154	Recycle
9780578299150	Credit
9780802133632	Credit
9781423630098	Credit
9781101880173	Recycle
9781101878149	Recycle
9781640970267	Recycle
9780307280510	Credit
9781637162156	Credit
0874042119	Recycle
9780312308728	Credit
9780060161965	Credit
9780684811161	Credit
9780762730339	Recycle
9781984818034	Recycle
9780316337540	Recycle
9781621570431	Credit
9781603441728	Credit
9780593296349	Credit
9781643750682	Credit
9781560448815	Recycle
9780312094010	Recycle
9780292720459	Recycle
0849911761	Recycle
9780792242048	Recycle
9798622959523	Recycle

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ISBN	Status
9780156028721	Recycle
9781400096428	Recycle
9781250207579	Recycle
9780307266460	Recycle
0870260820	Recycle
9780684807539	Credit
9780310239963	Recycle
9780312429683	Credit
9780805086843	Credit
9780786882892	Recycle
9781250075680	Recycle
9781604074529	Credit
9781435146112	Recycle
9781501175510	Recycle
9780915132355	Credit
9780465093557	Credit
9781786992772	Credit
9781941040072	Recycle
9780307948182	Credit
9780470449974	Credit
1590301013	Credit
9780812993806	Credit
9781982185473	Credit
9781622039111	Credit
9780618082346	Credit
9781555974893	Credit
9781587299902	Credit
9780803234314	Credit
9781250798671	Credit
9780593200490	Credit
9780517704349	Recycle
9780765317292	Recycle
9780143106494	Credit
9780385480017	Credit
9780802156983	Credit
9781728209807	Credit
9781452118161	Recycle

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ISBN	Status
9780307449443	Credit
9780595180844	Recycle
0783501013	Credit
9781935639879	Credit
9781580176149	Credit
9781612125091	Credit
9780393327656	Recycle
9781451606270	Recycle
9780307379917	Credit
9781501164330	Credit
9781416562856	Recycle
9781567314007	Credit
0195889991	Recycle
9780061698767	Recycle
9781599620794	Recycle
9781571313348	Credit
9780743243971	Recycle
9781943983278	Recycle
9780972835503	Credit
9781609457518	Credit
9780143127550	Credit
9780374528584	Credit
9780544287044	Credit
9781558965188	Credit
9780971440302	Recycle
1402702418	Recycle
9781855856905	Recycle
0710602235	Recycle
9780843717501	Credit
9780147510624	Credit
9781877019241	Recycle
+ .9781570980954	Recycle
9781847396358	Credit
9780452281363	Recycle
9780807016176	Credit
9780062937339	Credit
9780816028580	Recycle

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ISBN	Status
9780374273538	Recycle
9781594863097	Recycle
9780767919388	Credit
9780609605417	Recycle
9780805077766	Recycle
9780375708367	Credit
9780679734772	Credit
9781566638739	Credit
9798780962366	Recycle
9781501117947	Recycle
080523747X	Credit
9780156034036	Recycle
9780812982152	Credit
9781250062185	Credit
9780802124609	Credit
9780743436700	Recycle
9780982354544	Recycle
9780820336879	Credit
9781455599868	Credit
9780811229470	Credit
9780062797155	Recycle
9781093601503	Credit
9798630202376	Recycle
9780811816632	Credit
9781555915162	Recycle
9781681340029	Recycle
9780812980745	Recycle
9781250132147	Credit
9780008398439	Credit
9781682612385	Credit
9780195097764	Recycle
9780060630560	Credit
9780848734404	Recycle
9781740456463	Credit
9780060574598	Recycle
9781931721714	Credit
9781876778682	Recycle

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ISBN	Status
9780802124418	Recycle
9780804170932	Credit
9780156005661	Credit
9780192853875	Credit
9780199663835	Credit
9780143440055	Credit
9781368028318	Recycle
9781111346928	Credit
9780711232839	Credit
9780593540893	Credit
9780399562396	Credit
9780393338102	Credit
9780312253820	Recycle
9781932870503	Recycle
9781558966437	Recycle
9781620975879	Credit
9780062282712	Credit
9780394404288	Recycle
9781467118699	Credit
9781602393233	Credit
9781858940038	Credit
9781631212765	Recycle
9780393313901	Credit
9780735222366	Credit
9780826343635	Credit
9781855859272	Recycle
9780155020962	Credit
9781577314806	Credit
9780874776317	Credit
9781623050429	Credit
9781572244016	Credit
9781439191262	Credit
9781609452865	Credit
9781609450786	Credit
9780374148362	Recycle
9781610395014	Credit
9781595586438	Credit

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ISBN	Status
9780553378207	Credit
9781250027627	Credit
9781682831397	Recycle
9780803270367	Credit
9780804137348	Recycle
9780060514488	Credit
9781250206688	Credit
9781583945780	Credit
9781609452865	Credit
9781573225847	Recycle
9781568588490	Recycle
9780803238459	Recycle
9781501147470	Credit
9780393343427	Credit
9780452289963	Recycle
9780143039976	Credit
9781683641568	Credit
9780231195614	Credit
9780940322165	Credit
9780736921350	Credit
9780971865907	Credit
9781945293412	Recycle
9781594202629	Recycle
9781606711705	Recycle
9780983174547	Credit
9780718073992	Credit
9781982137274	Credit
9780486445090	Credit
9781734881509	Credit
9781137573568	Credit
9781118821510	Credit
9781572244443	Credit
9780802418401	Credit
9780241373668	Credit
0446391069	Recycle
9781621572633	Credit
9781557255686	Recycle

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ISBN	Status
9780738213286	Credit
9781583333594	Recycle
9781479118342	Credit
9780718089740	Credit
9780679725732	Credit
9780811834513	Recycle
9780393242713	Credit
9781250064752	Recycle
9780761150411	Recycle
9781626250765	Credit
9780470627600	Credit
9781545482452	Credit
9780740777110	Recycle
9780762764204	Credit
9781163209394	Credit
9780738610719	Credit
9780470930618	Credit
9781590304051	Credit
9780691122946	Credit
077540306800	Recycle
9781588167392	Recycle
9780553263503	Credit
9781451659276	Credit
9780132823494	Credit
9781635653298	Recycle
9781446304785	Credit
9781594774256	Credit
9780399578861	Recycle
071149006956	Recycle
9781596912359	Recycle
9780553382495	Credit
9781493007905	Recycle
9781570619953	Credit
9781588164230	Credit
9781594487965	Recycle
9781449470784	Credit
9781787835856	Recycle

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ISBN	Status
9781435115682	Credit
9780718099879	Recycle
9780896086074	Credit
9780692255360	Credit
9780929239446	Recycle
9781581342086	Credit
9780800729523	Recycle
9780963810946	Credit
9781582972404	Credit
9780312676582	Credit
9780760347898	Credit
9780500277904	Credit
9781435122628	Credit
9780760749494	Recycle
9780316230872	Credit
9780761138099	Recycle
9780547352589	Credit
9780979150869	Credit
9781416909774	Recycle
9780988552005	Recycle
9781328511669	Credit
9781586480189	Credit
9781433550089	Credit
9781455584345	Recycle
9781912390502	Credit
9780470135372	Credit
9780385319959	Credit
9780892969982	Credit
9781845967109	Credit
9780062645197	Recycle
9781435114005	Recycle
9781567319798	Recycle
1594200114	Recycle
9781606712771	Recycle
9780307237903	Credit
9781593082444	Recycle
9781585425617	Credit

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ISBN	Status
9781620405123	Credit
9780521589963	Credit
9780760732175	Recycle
9781435117938	Credit
9781592331703	Credit
9781517519445	Credit
9781942121534	Credit
9798642721735	Recycle
9783967720167	Credit
9781402219023	Recycle
9780679847595	Credit
9780812985818	Credit
9780062005823	Credit
9780062004734	Credit
9780143134046	Credit
9780593132951	Recycle
9780316421829	Recycle
9781451674682	Credit
9781401307950	Credit
9781583949733	Credit
9780316412698	Recycle
0689839898	Recycle
9781419754302	Credit
9781416589198	Recycle
9780803727366	Recycle
9781571313812	Credit
9780062517302	Credit
9780812979329	Recycle
9780072434279	Recycle
9780060920647	Credit
9781571311757	Credit
9780593133255	Credit
9780807044735	Recycle
9780062434661	Credit
9781733525978	Recycle
9781847252500	Recycle
9780007117017	Recycle

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ISBN	Status
9781250119032	Credit
9780812997941	Recycle
9781555975326	Credit
0789481472	Credit
9780876054710	Credit
9780679416883	Recycle
9781564776334	Credit
9780848725624	Credit
9780875965666	Credit
9780752590455	Recycle
9780875965765	Recycle
9781859676134	Recycle
042799317761	Recycle
9780967143330	Recycle
9781617450495	Recycle
9780967143354	Credit
9780967143361	Credit
9780855328573	Credit
9781571200495	Credit
9781571202468	Recycle
9781571450623	Recycle
9781584798347	Credit
9780786867561	Recycle
9781568524429	Recycle
9781435126381	Recycle
9780545535786	Recycle
9780981804019	Credit
9781571202406	Credit
9780671759926	Recycle
0700608974	Credit
0252019253	Credit
9780670037629	Credit
9780965648936	Recycle
9781795471855	Credit
9781600850103	Recycle
9780740723360	Credit
9781616285005	Credit

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ISBN	Status
9780061767890	Recycle
9781400097982	Credit
9780312540104	Recycle
9781880972502	Credit
9780873499651	Credit
9780964639195	Recycle
9781931543071	Credit
749075080561	Recycle
0848707206	Recycle
9781574326543	Credit
841286106457	Recycle
9781571208484	Credit
9780891349457	Credit
9781564776693	Credit
9781604688238	Credit
0848710657	Recycle
9780696241499	Recycle
9780801982477	Recycle
9781558219076	Credit
9780028629537	Recycle
053394002457	Recycle
9780486229058	Recycle
9781594868559	Recycle
9780793805303	Credit
9781564771988	Recycle
9780844226521	Credit
9780875967264	Recycle
9781885183279	Credit
9780979709104	Credit
9780143129431	Recycle
9780062990693 (trade paperback);"0062990691 (trade paperback)"	Discard
9781623707323 (jacketed hardcover);"1623707323 (jacketed hardcover)"	Discard
9780062110596 (lib. bdg.);"0062110594 (lib. bdg.);"9780062110589 (trade bdg.);"0062110586 (trade bdg.)"	Discard
9780448431444 (pbk.);"0448432854 (GB);"9780448432854 (GB);"0448431440 (pbk.);"9780613634854 (Tandem);"0613634853 (Tandem);"9780756915964 (PFNL);"0756915961 (PFNL);"9781442025684";"1442025689"	Discard

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ISBN	Status
9781587675713;"1587675714"	Discard
0848731336;"9780848731335"	Discard
0374384576;"0590032496";"0141301104";"0140317309";"9780142410110"	Discard
9781580118682 (hardcover);"1580118682 (hardcover)"	Discard
9780061999307;"9780380755479";"0380755475"	Discard
9780758281166 (pbk.);"0758281161 (pbk.)"	Discard
0062796402 (hardcover);"9780062796400 (hardcover)"	Discard
9781683246008 (hardcover : large print);"1683246004 (hardcover : large print)"	Discard
9781626253735 (paperback);"1626253730 (paperback)"	Discard
9780545499088 (trade);"0545499089 (trade);"9781480632653 (Paw Prints);"1480632651 (Paw Prints);"9781484402573";"148440257X";"9780606324410";"0606324410";"9780590846288"	Discard
1589250443	Discard
9780061346095 (pbk.);"0061346098 (pbk.);"9780061346101 (lib. bdg.);"0061346101 (lib. bdg.)"	Discard
9780061234736 (pbk. bdg.);"0061234737 (pbk. bdg.);"9780061234743 (lib. bdg.);"0061234745 (lib. bdg.);"9781480653146";"1480653144";"9781428745780";"1428745785";"9780329502003";"032950200X";"9781417774302";"1417774304";"0756978742";"9780756978747"	Discard
9781890689995 (pbk.);"1890689998 (pbk.)"	Discard
093645508X;"9780936455082"	Discard
9780061133978;"0061133973"	Discard
9780593224328 (board);"0593224329"	Discard
1338099132;"9781338099133"	Discard
1492653810;"9781492653813"	Discard
9780399180989 (hardcover);"0399180982 (hardcover);"9781984817556 (international edition);"1984817558 (international edition)"	Discard
9780670021260;"0670021261"	Discard
9781555916688 (pbk.);"1555916686 (pbk.)"	Discard
9780982621431 (pbk.)	Discard
9781449462277 (paperback);"1449462278 (paperback);"9781518203206 (Paw Prints);"1518203205 (Paw Prints);"9780606382342 (Turtleback Books);"0606382348 (Turtleback Books);"050837339194"	Discard
9780060835668 (trade);"0060835664 (trade);"9780060835651 (pbk.);"0060835656 (pbk.)"	Discard
9781442073210 (Paw Prints);"0763617288";"0763617296 (pbk. : alk. paper)"	Discard

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ISBN	Status
9781432896447 (large print hardcover);"143289644X (large print hardcover)"	Discard
9780545663182 (paper over board);"0545663180 (paper over board)"	Discard
9780061996634 (hardcover bdg.);"9780061996641 (lib. bdg.);"0061996645 (lib. bdg.);"0061996637 (hardcover bdg.)"	Discard
9780545540605 (pb : alk. paper);"9780545540599 (hc : alk. paper);"0545540593 (hc : alk. paper);"0545540607 (pb : alk. paper)"	Discard
9780756686925 (hc.) ;"075668692X (hc.);"9780756686932 (pbk.);"0756686938 (pbk.)"	Discard
9780062119049 (pbk.);"0062119044 (pbk.)"	Discard
189020840x;"0312076568"	Discard
9780071825009;"0071825002"	Discard
0531201007 (lib. bdg.)	Discard
9781637272510 (hardback);"1637272510 (hardback)"	Discard
9780316258777 (hardcover);"0316258776 (hardcover)"	Discard
9780738736310;"0738736317"	Discard
9780670011414 (hardcover);"067001141X (hardcover)"	Discard
0977287009;"9780977287000"	Discard
9781465491527 (hardback);"146549152X (hardback);"9780241412220 (hardback);"0241412226 (hardback)"	Discard
9781101919231 (hardcover);"110191923X (hardcover)"	Discard
9780808563464;"0316112453";"0871130068 (lib. bdg.);"0808563467 (econoclad);"9780316112468"	Discard
9780399208539 (TRB);"0399208534 (TRB)"	Discard
9780399208539 (TRB);"0399208534 (TRB)"	Discard
9780062112439;"9780061726828 (hbk.);"0061726826 (hbk.)"	Discard
9781101935880 (Book 1);"110193588X (Book 1);"9781101935910 (Book 2);"9781101935941 (Book 3);"9780593120569 (Book 4);"9780593120606 (Book 5)"	Discard
9781684057658 (paperback);"1684057655 (paperback)"	Discard
9781419741876;"0810970686 (alk. paper);"9780810970687 (alk. paper);"0810971089 (pbk.);"9780810971080 (pbk.);"1439582629 (Paw prints);"9781439582626 (Paw prints);"0810991691";"9780810991699";"0810988925 (pbk.);"9780810988927 (pbk.);"9780143304555";"0143304550";"9780141324920";"0141324929"	Discard

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ISBN	Status
1402732287 (pbk.);"9781402749506";"1402749503";"9781402732287 (pbk.)"	Discard
9780545540605 (pb : alk. paper);"9780545540599 (hc : alk. paper)";"0545540593 (hc : alk. paper)";"0545540607 (pb : alk. paper)"	Discard
192834800	Discard
0553582798 (pbk.);"9780553582796 (pbk.)"	Discard
9780440244356;"0440244358"	Discard
9780736426794 (pbk.);"0736426795 (pbk.)"	Discard
014841307600;"606307 : Hometime"	Discard
050087473532;"D003683800 Hollywood Records"	Discard
9780593226933	Discard
9780060081348	Discard
9781910184707	Discard
9780983722205	Discard
9780399256776 (hbk.);"0399256776 (hbk.)"	Discard
9781626724167 (hardcover);"1626724164 (hardcover)";"9781626727854 (paperback)";"1626727856 (paperback)"	Discard
9780061944345 (trade bdg.);"9780062207739";"0061944343 (trade bdg.);"9780061944352 (lib. bdg.);"0061944351 (lib. bdg.)"	Discard
0689811764;"9780689811760"	Discard
0689811780;"9780689811784"	Discard
9781549127038 (Wonderbook);"1549127039";"9780316335492 (print)";"WB000054 Findaway World"	Discard
0060239646;"0060239638";"9780812434170"	Discard
0609610988;"9780609610985";"051754489X";"9780517544891";"0553381660";"9780553381665";"9780517564868";"0517564866";"0553250531";"9780553250534"	Discard
9780061765117 (trade bdg.);"0061765112 (trade bdg.);"9780061765124 (lib. bdg.);"0061765120 (lib. bdg.)"	Discard
0156705001 (pbk.);"9780156705004 (pbk.);"015258854X";"9780152588540";"9781442057678"	Discard
9780545316156;"0545316154"	Discard
9781684056781 pbk;"1684056780 pbk"	Discard
9781570764288;"157076428X"	Discard

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9781563890116 (v. 1);"1563890119 (v. 1)";"9781401225759 (v. 1)";"9781401284770 (v. 1)";"9780930289591 (v. 2)";"0930289595 (v. 2)";"9781563892257 (v. 2)";"1563892251 (v. 2)";"9781563890161 (v. 3)";"156389016X (v. 3)";"9781401230425 (v. 4)";"9781563890413 (v. 4)";"1563890410 (v. 4)";"9781563890895 (v. 5)";"1563890895 (v. 5)";"9781563890932 (v. 5)";"1563890933 (v. 5)";"9781401230432 (v. 5)";"9781563891069 (v. 6)";"1563891069 (v. 6)";"9781563891380 (v. 7)";"1563891387 (v. 7)";"9781563891373 (v. 7)";"1563891379 (v. 7)";"9781563891700 (v. 8)";"1563891700 (v. 8)";"9781563891717 (v. 8)";"1563891719 (v. 8)";"9781563892059 (v. 9)";"1563892057 (v. 9)";"9781563892042 (v. 9)";"1563892049 (v. 9)";"9781563892790 (v. 10)";"1563892790 (v. 10)";"9781563892875 (v. 10)";"1563892871 (v. 10)"	Discard
9781945256790 (hardcover);"1945256796 (hardcover)"	Discard
160468481X;"9781604684810"	Discard
9780062024060;"006202406X"	Discard
1528-1701 1	Discard
9780544340008;"0395510600";"0440403278 (pbk.)";"9780440403272";"0440227534";"9990833524";"9780440227533"	Discard
9780744023732 (hardcover);"0744023734 (hardcover)"	Discard
9780500651971 (hardcover);"0500651973 (hardcover)"	Discard
9780061664724 (trade bdg.);"0061664723 (trade bdg.)"	Discard
9781728252315 (hardcover);"1728252318 (hardcover)"	Discard
9781423143420;"1423143426"	Discard
9780312135867	Discard
9780765338211;"9780812550702";"0812550706";"0312853238";"9780765317384"	Discard
786936864076;"15472900 Disney";"8052680 Disney (disc)";"154727 Disney (set container)"	Discard
9781984816399	Discard
9781609414054;"1609414055"	Discard
9780545854450;"0545854458"	Discard
9781481488938;"1481488937";"9781481488921 (paperback)";"1481488929 (paperback)"	Discard
9780545581608 (v. 1);"0545581605 (v. 1)";"9780545935203 (v. 2)";"9780545935210 (v. 3)";"9781338611991 (v. 3)";"9780545935180 (v. 4)";"9780545935173 (v. 5)";"9781338236576 (v. 6)";"9781338236590 (v. 7)";"9781338323214 (v. 8)";"9781338535624 (v. 9)";"9781338680454 (v. 10)";"9781338801910 (v. 11)"	Discard
9781421558790;"1421558793"	Discard
9780448089096	Discard

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ISBN	Status
9781481418652 (hc.);"1481418653 (hc.);"9781481418645 (pbk.);"1481418645 (pbk.)"	Discard
9780062278050;"0062278053";"9780062356796 (Scholastic ed.);"0062356798 (Scholastic ed.)"	Discard
9781416985815 (hc);"1416985816 (hc)"	Discard
9780545556231 (hardcover);"0545556236 (hardcover)"	Discard
9781439582046 (Paw Prints);"1439582041 (Paw Prints);"9780061128431 (pbk.);"0061128430 (pbk.)"	Discard
0199689091;"9780199689095 (paperback)"	Discard
9781974707126 (v. 1);"1974707121 (v. 1);"9781974707133 (v. 2);"197470713X (v. 2);"9781974707140 (v. 3);"1974707148 (v. 3);"9781974707157 (v. 4);"1974707156 (v. 4);"9781974707164 (v. 5);"9781974707171 (v. 6);"9781974707188 (v. 7);"9781974707195 (v. 8);"9781974717408 (v. 9);"9781974717415 (v. 10);"9781974718825 (v. 11);"9781974718849 (v. 12);"9781974718832 (v. 13);"9781974718863 (v. 14);"9781974718856 (v. 15);"9781974724543 (v. 16);"9781974724550 (v. 17);"9781974724567 (v. 18);"9781974731022 (v. 19);"9781974731039 (v. 20);"9781974731046 (v. 21);"9781974732081 (v. 22);"9781974734016 (v. 23);"9781974736799 (v. 24);"9781974738885 (v. 26);"9781974740635 (v. 27)"	Discard
9781338189575;"1338189573"	Discard
9781684057832 (volume 2 : paperback);"9781684057498 (volume 1 : paperback);"1684057493 (volume 1 : paperback)"	Discard
9781465422910 (hardcover);"1465422919 (hardcover)"	Discard
9780679890478	Discard
9780763644338	Discard
9780545873529 (pbk. alk. paper);"0545873525 (pbk. alk. paper);"0545873533 (hardcover alk. paper);"9780545873536 (hardcover alk. paper)"	Discard
9781421598246 (v. 9);"9781421598253 (v. 10);"9781421594965 (v. 1);"142159496X (v. 1);"9781421594972 (v. 2);"9781421594989 (v. 3);"9781421594996 (v. 4);"9781421595009 (v. 5);"9781421595016 (v. 6);"9781421595023 (v. 7);"9781421595030 (v. 8);"9781974700387 (v. 11);"9781974700370 (v. 12);"9781974701537 (v. 13);"9781974704453 (v. 14);"9781974704569 (v. 15);"9781974707423 (v. 16)"	Discard
9781423119913;"1423119916"	Discard
9781423152309;"1423152301"	Discard
9781603093842 (hardback);"1603093842 (hardback)"	Discard
9781523508136	Discard
9781523513604	Discard

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ISBN	Status
9780358361367	Discard
9780593171783 (paperback large print);"0593171780 (paperback large print)"	Discard
9781534426382;"1534426388";"9781534436541"	Discard
1423114108 (alk. paper);"9781423114109 (alk. paper)"	Discard
9780545599320;"9780590634274";"0545599326";"9781484416983 (prebound)";"1484416988 (prebound)";"0590634275"	Discard
9780399169465;"0399169466"	Discard
9780800727024 (pbk.);"0800727029 (pbk.)"	Discard
034541389x;"0679459626 (acid-free paper)"	Discard
0060511060 (pbk.);"9780060511067 (pbk.);"9780688040574 (trade bdg.);"0688040578 (trade bdg.);"9780688040581 (lib. bdg.);"0688040586 (lib. bdg.)"	Discard
0142437298;"9780142437292"	Discard
9781484705636 (paperback);"1484705637 (paperback)"	Discard
0394831292;"9780394831299";"0394931297"	Discard
9781484705636 (paperback);"1484705637 (paperback)"	Discard
0395476909;"9780395476901"	Discard
9781421595795 (hardcover) ;:"1421595796 (hardcover)"	Discard
9780743583886;"0743583884";"DB532 Recorded Books"	Discard
9781250228000;"125022800X";"9781250228000"	Discard
9781624068669;"9781624068669";"10979854"	Discard
9781101925485;"9781101925485";"YA 2396 Listening Library";"60bjki Blackstone Audio"	Discard
9780743583886;"0743583884";"DB532 Recorded Books"	Discard
9781250228000;"125022800X";"9781250228000"	Discard
9781624068669;"9781624068669";"10979854"	Discard
9781101925485;"9781101925485";"YA 2396 Listening Library";"60bjki Blackstone Audio"	Discard
9781476717890 (softcover);"1476717893 (softcover)"	Discard
9781250161598 (hardcover);"1250161592";"9781250193988 (international	Discard
9780062024022 (trade bdg.);"9780062024039 (pbk.);"9780062289858 (pbk.);"9780062387240 (pbk.);"0062387243 (pbk.)"	Discard
9781250787767 (trade paperback);"1250787769"	Discard
9781094255378 (Wonderbook);"1094255378";"9780062081971 (print)";"WB000373 Findaway World"	Discard
1496742133 hardcover;"9781496742131 hardcover"	Discard
9781101940624 (hardcover);"110194062X (hardcover)";"9781101940631 (library binding)";"1101940638 (library binding)"	Discard

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9781338053616 (hardcover);"1338053612 (hardcover)"	Discard
9781419705434	Discard
9781684055838 (paperback);"1684055830 (paperback)"	Discard
9780545157612;"0545157617"	Discard
21 magazines	Discard
1 typewriter	Discard
9781416986157 (hardback);"1416986154 (hardback)";"9781416986140 (paperback)";"1416986146 (paperback)"	Discard
9780810983915 (hardcover);"0810983915 (hardcover)"	Discard
9780345816023 (hardback);"0345816021 (hardback)"	Discard
9781419711893 (hardback);"141971189X (hardback)"	Discard
9780593481127 (lib. bdg.);"0593481127 (lib. bdg.)";"9780593481110 (pbk.)";"0593481119 (pbk.)";"9781518255076 Follett bdg";"1518255078"	Discard
9781338298758 (paperback);"1338298755";"9781338298765 (library binding)";"1338298763"	Discard
9781338163001 (paperback);"1338163000 (paperback)";"9781338163018 (hardcover)";"1338163019 (hardcover)"	Discard
9780545683623 (pbk.);"0545683629 (pbk.)";"0545683637 (hardcover)";"9780545683630 (hardcover)"	Discard
9781609911362;"1609911369"	Discard
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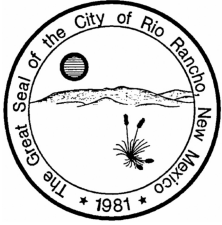
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TOTAL TRADE IN CREDIT	\$158.13



CITY OF RIO RANCHO COVER PAGE

Legislation Item: O1

AGENDA DATE:
February 22, 2024

DEPARTMENT:
Development Services

SUBJECT:
O1, Ordinance Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Loma Colorado, Tract P-1C-B adding Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Ai Fresco Dining Facilities as a Permissive Use to the SU: Special Use for Educational, Recreational, and Cultural Uses Zoning Designation; Identifying Conditions of Development, Providing for Severability and an Effective Date

BACKGROUND AND ANALYSIS:

The applicant, Michael McDermott, through their agent, McClain & Yu Architecture and Design, requests approval of a Zone Map Amendment to add Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Ai Fresco Dining Facilities as a permissive use to the SU: Special Use for Educational, Recreational, and Cultural Uses Zoning Designation, for the property legally described as Loma Colorado, Tract P-1C-B. The subject property is located at 821 Loma Colorado Blvd. NE and comprises approximately 1.5250 acres.

The property in question, 821 Loma Colorado Blvd. NE, is currently zoned SU: Special Use for Educational, Recreational, and Cultural Uses, per Ordinance No. 71, Enactment No. 94-069, adopted December 28, 1994 by the Governing Body.

The original site plan for the McDermott Athletic Center expansion was approved by the Governing Body on August 12, 2021 under Resolution D40. Additionally, a summary plat splitting the tract of 801 Loma Colorado Blvd. NE into two separate tracts was approved administratively by Development Services under Case# 23-200-00007. The summary plat was recorded at Sandoval County on May 10, 2023.

The subject property is part of the Loma Colorado Redevelopment Plan, most recently amended by Resolution No.14, Enactment No.12-014, on February 22, 2012 by the Governing Body.

The applicant is requesting this zone change to provide updated permissions to allow for a bar and restaurant on the subject property of 821 Loma Colorado Blvd/ NE. The proposed building would be approximately 6,554 square feet and 32 feet in height. Per R.O 2003 Section 154.76(A)(1), parking requirements for restaurants and bars is 1 space for every 4 seats, or 1 space per 100 square feet, whichever is greater. In this case, the square footage is greater, so 66 parking spaces would be required.

Additionally, the applicant proposes two volleyball courts and three pickleball courts on the subject parcel. The proposed courts will cover approximately 4,823.25 square feet, requiring 24 parking spaces per R.O. 2003 Section 154.76(A)(1) for dance halls, skating rinks, fitness centers, or health clubs (1 space per 200 square feet of floor area).

The applicant's site plan provides 19 asphalt parking spaces (4 spaces being ADA accessible) on the subject property of 821 Loma Colorado Blvd. NE. Additionally, the applicant has provided for 81 additional parking spaces on the property of 801 Loma Colorado Blvd. NE, the site of the McDermott Athletic Center. Per site plan notes, 16 of these spaces will be new asphalt, with the remaining 65 spaces being base course. Approximately 22 of these proposed base course parking spaces (all contained within note 21 on the site plan) would currently be within the right-of-way of Loma Colorado Blvd. NE. As such, the applicant has submitted a concurrent land use request to vacate a portion of the Loma Colorado Blvd. NE right-of-way to allow for these 22 spaces to be re-platted with the subject tract of 801 Loma Colorado Blvd. NE (Case No. 24-230-00001). This vacation request will be heard at the February 27, 2024 Planning and Zoning Board Meeting. As City water and wastewater utility lines run through this current area of right-of-way, base course was chosen by the applicant in the event any of these utility lines need to be accessed.

As a condition of approval, the applicant will be required to provide a parking agreement to share parking between the 801 Loma Colorado Blvd. NE property and the subject property. Once executed, parking requirements would be met.

This item was heard by the Planning and Zoning Board at their February 13, 2024 meeting.

The MAC currently operates under a Substitute Ground Lease executed with the City as Landlord. Executed in August of 2016, the Substitute Ground Lease provided the McDermotts with a thirty-five (35) year term to allow for a more diverse set of permitted activities at the MAC site. Initially an ice rink, the Substitute Ground Lease expanded the MAC's permitted activities to include baseball, basketball, football, golf, ice hockey and ice skating, lacrosse, roller hockey and roller skating, soccer, softball and volleyball as well as aerobic, cardiovascular and strength training exercise activities. The Substitute Ground Lease also contemplated complementary features such a game room, food concessions, skate rentals, and retail pro shop.

With the approved expansion and the Zone Map Amendment, the McDermotts are seeking to bring additional permitted activities to the MAC site, including the proposed volleyball courts and three pickleball courts, and the proposed dining facility that will bring additional commercial business to the Loma Colorado corridor. If this item is approved by the Governing Body, the Substitute Ground Lease will be administratively amended to include the new legal descriptions and the additional approved uses. Amendments to the Substitute Ground Lease are permitted under Section 25 of the Substitute Ground Lease.

CONFORMANCE WITH THE CITY ZONING ORDINANCE:

City of Rio Rancho Code of Ordinances (R.O. 2003) § 150.07 (A) requires that an applicant file a request for a zone map amendment through the City Planning and Zoning Board when a change in zoning designation is sought.

The Planning and Zoning Board recommends the Governing Body find that the application meets the submittal requirements for the proposed zoning request.

Pursuant to criteria provided by R.O. 2003 § 150.07 (D) (1) through (4) and (E) through (G), a request for a change in zoning designation must address the following policies and criterion for a zone map change:

(1) A proposed zone change must be found to be consistent with the health, safety, morals, and general welfare of the City.

The applicant states that the proposed zoning request to allow for Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Al Fresco Dining Facilities "is consistent with the health, safety, morals and general welfare of the City. The proposed change would allow for a restaurant and bar to be established on the property, which aligns with the zoning of adjacent properties designated for SU: Special Use. The change will also align with having family-friendly valued businesses that do not disturb the nearby residences. By allowing for a restaurant and bar to be established on the property, the area will become a more attractive destination for the community, which will help to further stabilize the land use and zoning in the area."

The Planning and Zoning Board recommends the Governing Body find that the proposed zoning aligns the subject property with the immediate properties to the north, currently zoned as SU: Special Use for Mixed Use per Ordinance No. 63, Enactment No. 06-57, approved on October 11, 2006 by the Governing Body. The Mixed-Use zoning allows for most of the uses listed in the C-1 and C-2 commercial districts, including "Restaurants, bars, and lounges".

The Planning and Zoning Board recommends the Governing Body find that the proposed SU: Special Use for Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Al Fresco Dining Facilities zoning would be consistent with the health, safety, morals, and general welfare of the City, as these land uses are permissive in the immediately adjacent properties to the north, zoned SU: Special Use for Mixed Use. Given the subject property's immediate proximity to SU: Special Use for Mixed Use zoning and the existing Educational/Cultural use of the McDermott Athletic Center on the property of 801 Loma Colorado Blvd. NE, the Planning and Zoning Board recommends the Governing Body find the applicant's proposal would be in alignment with the uses outlined in the Loma Colorado Redevelopment Plan.

(2) Stability of land use and zoning is desirable; therefore, the applicant must provide a sound justification for the change. The burden is on the applicant to show why the change should be made, not on the City to show why the change should not be made.

The applicant states in their justification letter: "This change aims to stabilize the land use and zoning in the area and create a vibrant commercial corridor along Loma Colorado on the North, Westerly side of the street. This is the same zoning designation as the north properties, including permissions for restaurants and other commercial land uses."

The Planning and Zoning Board recommends the Governing Body find that the subject zone map amendment request will further stabilize the zoning in the area, as the proposed usages of a restaurant & bar and sport courts will complement the existing uses of the McDermott Athletic Center, furthering the commercial and community resources in the area.

(3) A proposed change shall generally be consistent with adopted elements of the Comprehensive Plan or other City master plans and amendments thereto including privately developed area plans which have been adopted by the City.

The applicant states: "This proposed change is in keeping with the adopted elements of the Comprehensive Plan and City master plans, which aim to create a vibrant and sustainable community. The change is also consistent with the neighborhood's purposes, as it will bring unity and clarity to the goals of the Loma Colorado Blvd commercial activities."

The Planning and Zoning Board recommends the Governing Body find that the proposed zone map amendment would be in compliance with both the Comprehensive Plan and the Loma Colorado Redevelopment Plan. As presented, the proposed zone map amendment would further the continuity between the permissive educational and cultural uses allowed on both McDermott Athletic Center parcels and the Mixed Use designation for tracts 11A, 12, and 13.

Policy L-1 of the Comprehensive Plan states: Encourage the master planning of developments that establish a community character that considers circulation, landscaping, open space, storm drainage, utilities, and building location and design in the master plan. Staff finds the proposed uses of a restaurant & bar and sports courts would further the community character of the area; this will create further accessibility between the established nonresidential uses located on the north side of Loma Colorado Blvd NE.

The Planning and Zoning Board also recommends the Governing Body find that the proposed zone change will facilitate Policy L-2: "Promote and support neighborhood scale retail activities that are consistent with residential development." The proposed zone change and attached site plan will help encourage a community commercial amenity in the restaurant and recreation space, which supports the neighborhood and is consistent with surrounding development.

- (4) The applicant must demonstrate that the existing zoning is inappropriate because:
- (a) There was an error, mistake or is necessary to correct an injustice that occurred when the existing zone map pattern was created, including the placement of an R-1 or transitional zone on an antiquated plat filed before the city's incorporation and adoption of its own zoning code or on land annexed by the City; or
 - (b) Changed neighborhood or community conditions justify the change; or
 - (c) A different use category is more advantageous to the community, as articulated in the comprehensive plan or other city master plan, even though (D)(1) or (2) does not apply. Applicant's reliance on this provision requires proof that (i) there is a public need for a change of the kind in question, and (ii) that need will be best served by changing the classification of the particular piece of property in question as compared with other available property.

The applicant states that the proposed zone map amendment would, "create a vibrant and sustainable community" and "The change will also align with having family-friendly valued businesses that do not disturb the nearby residences. By allowing for a restaurant and bar to be established on the property, the area will become a more attractive destination for the community, which will help to further stabilize the land use and zoning in the area."

The Planning and Zoning Board recommends the Governing Body find that the proposed zone map amendment would be more advantageous to the community, as the proposal furthers complimentary nonresidential uses in the area, which will also enhance the local amenities available to the immediately surrounding community. The Planning and Zoning Board recommends the Governing Body finds that the proposed zoning promotes policies of the comprehensive plan, while being consistent with the Loma Colorado Redevelopment Plan and that changing the subject property by adding restaurants, bars, and similar type uses will accomplish a community need for these types of spaces and amenities.

(E) The cost of land or other economic considerations pertaining to the applicant shall not be the determining factor for a change of zone.

The Planning and Zoning Board recommends the Governing Body find that the cost of the land or other economic considerations is not the determining factor for the proposed zone map amendment.

(F) Location on a collector or major street is not in itself sufficient justification of apartment, office, or commercial zoning.

The Planning and Zoning Board recommends the Governing Body find that the sole justification for this request is not based on the site's location on a major street.

(G) A zone change request which would give a zone different from surrounding zoning to one small area, especially when only one premises is involved, is generally called a "spot zone." Such a change of zone may only be approved when:

(1) The change will clearly facilitate realization of the Comprehensive Plan and any applicable adopted sector development plan or area development plan; or

(2) The area of the proposed zone change is different from surrounding land because it could function as a transition between adjacent zones; because the site is not suitable for the uses allowed in any adjacent zone due to topography, traffic, or special adverse land uses nearby; or because the nature of structures already on the premises makes the site unsuitable for the uses allowed in any adjacent zone.

The Planning and Zoning Board finds that the proposed SU: Special Use for Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Al Fresco Dining Facilities zoning is not a spot zone, as this proposed zone map amendment provides further continuity to the existent SU: Special Use for Mixed Use zoning directly adjacent to the subject property.

NOTIFICATIONS:

In accordance with State Statute NMSA 3-21-6, which stipulates notification procedures for this type of zoning action, all property owners within 100 feet of the subject properties received a certified letter, return receipt requested. A notice sign was placed on the subject property prior to the Planning and Zoning Board hearing, and a legal notice was published in the Albuquerque Journal on February 7, 2024.

INTERDEPARTMENTAL/INTERAGENCY REVIEW:

Reviewing Agency	Received Application for Review	Comments
DSD Planning and Zoning	X	Comments attached.
DSD Engineering	X	No adverse comments.
Rio Rancho Public Schools	X	No comments provided.
Fire and Rescue	X	Comments attached.
Police Department	X	No comments provided.
SSCAFCA	X	No adverse comments.
MRCOG	X	No comments provided.
Parks, Recreation, and Community Services	X	Comments attached.

IMPACT:

The Planning and Zoning Board recommends the Governing Body adopt the proposed zoning changes, subject to the following findings and conditions:

General Findings of Fact:

1. The Planning and Zoning Board may make a recommendation to the Governing Body on the applicant's request for a zone map amendment.
2. Following procedures for a zone map amendment, proper notice of this hearing on this matter was given.
3. The applicant has the authority to make an application to request a zone map amendment.
4. The applicant and adjacent property owners received due process, as proper notice and an opportunity to present views was given.

Specific Findings of Fact:

The applicant has submitted an application and narrative which demonstrates that the change in zoning designation meets the requirements of the Rio Rancho Code of Ordinances (R.O. 2003) § 150.07(D) Amendments, including:

1. The proposed zone change would be consistent with the health, safety, morals, and general welfare of the City by bringing the subject property into conformance with City zoning regulations.
2. The applicant has provided sound justification for the proposed zone change and the zone map amendment would provide for stability of zoning.
3. The proposed zone map amendment would be consistent with the intent of the adopted elements of the Comprehensive Plan and the Loma Colorado Redevelopment Plan.
4. The cost of the land or other economic considerations does not appear to be a justification for the proposed zone map amendment.
5. The applicant has provided sufficient justification that the zone map amendment request is not based on the properties' location.
6. The requested zone map amendment would not create a "spot zone" in that it would be more consistent with the adjacent Mixed Use land use directly to the north of the subject property.
7. The applicant must address all department comments, including but not limited to:
 - a. A shared parking agreement between Loma Colorado, Tract P-1C-A, and Loma Colorado, Tract P-1C-B shall be submitted prior to the submission of a building permit.
 - b. Show all distance lengths from the proposed structures on 821 Loma Colorado Blvd. NE to each property line.
 - c. Revise ADA access aisles to comply with minimum widths (8' min. width for van accessible spaces, 5' min width for all other ADA access aisles)
 - d. Provide square footages for all landscaping areas, including notation of trees and bushes to be planted in these areas.
 - e. Provide square footages for all volleyball and pickleball courts and label dimensions.
 - f. Provide heights, elevations, and material type for any proposed fences or walls.

ALTERNATIVES:

1. The Governing Body may approve the request.
2. The Governing Body may deny the request.
3. The Governing Body may modify the request and recommend approval of such modifications.
4. The Governing Body may continue the public hearing to request additional information or to consider testimony provided at the public hearing.

DEPARTMENT RECOMMENDATION:

The Planning and Zoning Board recommends the Governing Body adopt the Ordinance.

ATTACHMENT: [Ordinance](#)
ATTACHMENT: [Zoning, Location](#)
ATTACHMENT: [Application Packet](#)
ATTACHMENT: [Exhibit A: Site Plan](#)
ATTACHMENT: [Justification Letter](#)
ATTACHMENT: [Filed Summary Plat](#)
ATTACHMENT: [\(Current Ordinance\) 06-57 O-63](#)
ATTACHMENT: [Loma Colorado Redevelopment Plan](#)
ATTACHMENT: [Reviewer Comments](#)
ATTACHMENT: [Public Comment_McCabe, Daniel](#)
ATTACHMENT: [Public Comment_Joiner, Cody](#)
ATTACHMENT: [Reproduction of Notices, Legal \(GB\)](#)

ATTACHMENT: [Blades McDermott Substitute Ground Lease Duly Executed Aug 2016 V2.pdf](#)



**CITY OF RIO RANCHO
ORDINANCE**

ORDINANCE NO.

ENACTMENT NO.

ORDINANCE OF THE CITY OF RIO RANCHO, NEW MEXICO AMENDING THE ZONING CLASSIFICATION FOR THE PROPERTY LEGALLY DESCRIBED AS LOMA COLORADO, TRACT P-1C-B TO ADD RESTAURANTS, BARS, LOUNGES, COFFEE/TEA ROOMS, DELICATESSENS, AND PATIO/AL FRESCO DINING FACILITIES AS A PERMISSIVE USE TO THE SU: SPECIAL USE FOR EDUCATIONAL, RECREATIONAL, AND CULTURAL USES ZONING DESIGNATION, IDENTIFYING CONDITIONS OF DEVELOPMENT; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS: the Governing Body of the City of Rio Rancho has adopted zoning regulations and an official zone map in accordance with New Mexico Statutes Annotated 1978 (NMSA 1978) Chapter 3, Article 21; and

WHEREAS: in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 150.07, an application to amend the zoning ordinance on the subject property was submitted and assigned City Case No. 24-100-00001; and

WHEREAS: the Governing Body adopted the Loma Colorado Redevelopment Plan May 10, 2006, Resolution No. 33, Enactment No 06-035; amended April 23, 2008 by Resolution No. 25, Enactment No. 08-030 and Resolution No. 26, Enactment No. 08-031; amended February 22, 2012 by Resolution No. 14, Enactment No. 12-014; and

WHEREAS: the Governing Body received a report from the Planning and Zoning Board, and such report indicates the Planning and Zoning Board has studied and considered the proposed changes pursuant to R.O. 2003 Section 150.07, and said report includes specific findings related to the affected property; and

WHEREAS: a public hearing occurred, in accordance with procedures set forth in R.O. 2003 Section 150.07, and NMSA 1978 Section 3-21-6, on the proposed zoning district and Official Zone Map changes hereinafter described were duly advertised and held by the Governing Body of Rio Rancho on February 22, 2024 and the Governing Body heard interested parties and citizens for and against the proposed amendments; and

WHEREAS: the proposed amendments to be adopted by this Ordinance comply with the statutory and regulatory requirements of the aforesaid Code of Ordinances and Statutes, and upon specific findings related to the subject property and determining the proposed amendment is consistent with the policies and criteria set forth in R.O. 2003 Section 150.07 (D) through (G), the Governing Body finds the amendment promotes the health, safety, morals, and general welfare of the City;

1 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**
2 **RIO RANCHO:**

3
4 **Section 1. Rezoning of Property and Change in Land Use.**

5
6 The Official Zone Ordinance is hereby amended on approximately 1.5250 acres to add
7 Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Ai Fresco Dining
8 Facilities as a permissive use to the SU: Special Use for Educational, Recreational, and
9 Cultural Uses Zoning Designation on the lands legally described as:

10
11 Loma Colorado, Tract P-1C-B, as shown on “Summary Plat for Tracts P-1C-
12 A and P-1C-B, Loma Colorado, Being Comprised of Tract P-1C, Loma
13 Colorado, City of Rio Rancho, Sandoval County, New Mexico” filed in the
14 office of the County Clerk of Sandoval County New Mexico on May 10, 2023
15 in Book 33, Pages 79-80.

16
17 **Section 2. Land Use, Conditions, Development Standards/Regulations and use of**
18 **Property:**

- 19
20 A. The property identified in Section 1, above, is subject to the requirements herein
21 and all SU: Special Use District zoning requirements as set forth in R.O. 2003
22 Section 154.43 (as of the effective date of this ordinance or as subsequently
23 amended).
- 24
25 B. The property identified is subject to development standards established per the
26 approved site plan.
- 27
28 C. The approved site plan is included as Exhibit A.
- 29
30 D. Minor Changes to the site plan may be approved by the Director of Development
31 Services as regulated by R.O. 2003 Section 154.43 (as of the effective date of
32 this Ordinance or as subsequently amended).
- 33
34 E. Major Changes to the site plan will be required to have Governing Body review
35 and approval.

36
37 **Section 3. Severability Clause.** If any section, paragraph, clause, or provision of
38 this Ordinance, or any section, paragraph, clause, or provision of any regulation
39 promulgated hereunder shall for any reason be held to be invalid, unlawful, or
40 enforceable, the invalidity, illegality, or unenforceability of such section, paragraph,
41 clause, or provision shall not affect the validity of the remaining portions of this
42 Ordinance or the regulation so challenged.

43
44 **Section 4. Effective Date.** This Ordinance shall become effective ten days after
45 adoption.

46
47 ADOPTED THIS _____ DAY OF _____, 2024.

48
49
50 _____

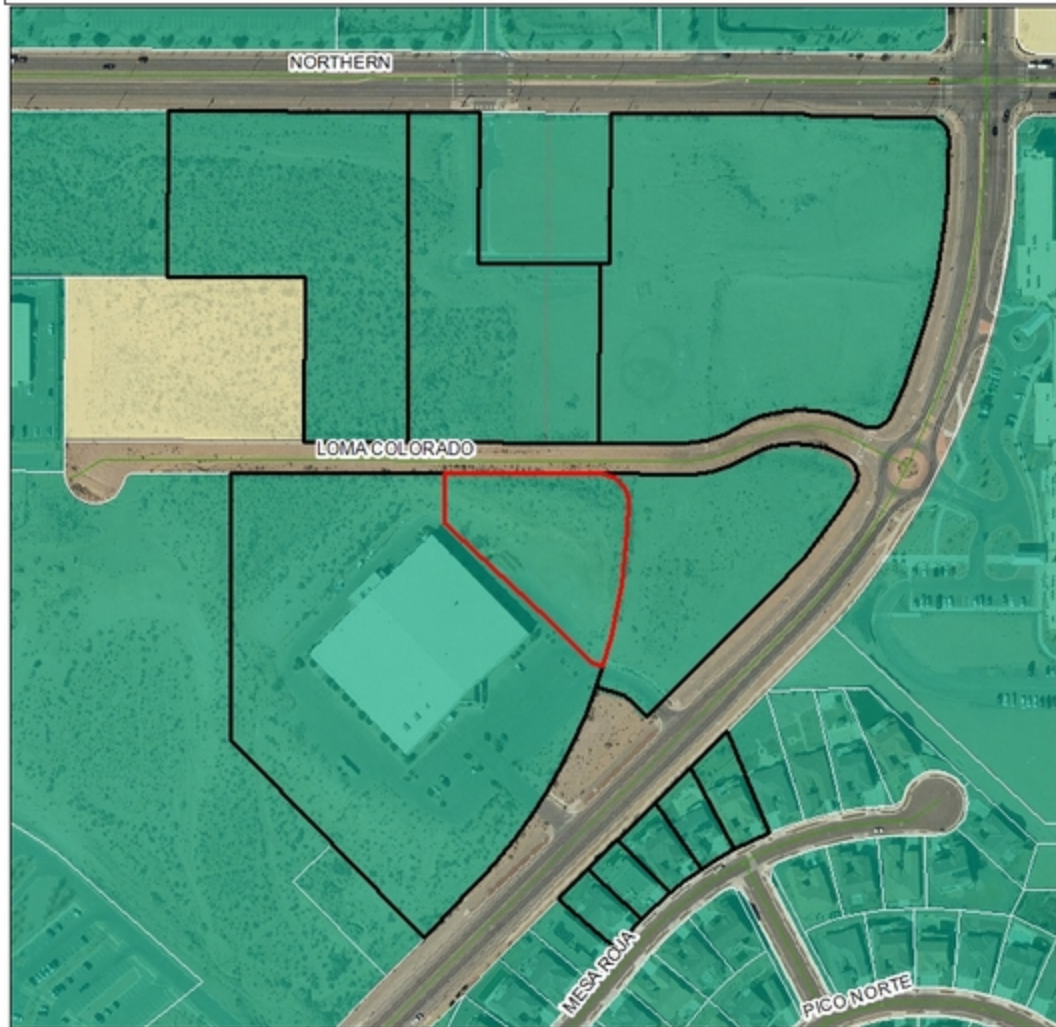
Greggory D. Hull, Mayor

1
2
3
4
5
6
7
8

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

821 LOMA COLORADO BLVD NE ZONE MAP AMENDMENT & RIGHT-OF-WAY VACATION



DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness, or completeness. This map is not a survey and should be used for graphical purposes only.



Map Created by Tim Dvorak on 1/26/2024

0 65 130 260 390 520 Feet



	Subject Property
	Noticed Abutting Properties
	Roads
Zoning	
	R-1
	SU

PLANNING & ZONING LAND USE APPLICATION

Please check appropriate box

(Fees are listed on the back)

Administrative Permit	Plan	Subdivision	Zoning
<input type="checkbox"/> Community Residential Care Facility	<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Annexation
<input checked="" type="checkbox"/> Development Review Committee (DRC)	<input type="checkbox"/> Corridor Plan Amendment	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Appeal
<input type="checkbox"/> Home Occupation	<input type="checkbox"/> Master Plan	<input type="checkbox"/> Summary Plat	<input type="checkbox"/> Conditional Use Permit
<input type="checkbox"/> Model Home / Sales Office	<input type="checkbox"/> Master Plan Amendment	<input type="checkbox"/> Vacation of Plat	<input type="checkbox"/> Master Sign Plan
<input type="checkbox"/> Residential Child Care Facility 6 or <	<input type="checkbox"/> Specific Area Plan Amendment	<input type="checkbox"/> Street Name Change	<input type="checkbox"/> Site Plan
<input type="checkbox"/> Sign Permit	<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Subdivision Interpretation	<input type="checkbox"/> Special Exception
<input type="checkbox"/> Other		<input type="checkbox"/> Subdivision Variance	<input type="checkbox"/> Variance
			<input type="checkbox"/> Zone Map Amendment
			<input type="checkbox"/> Zoning Certification
			<input type="checkbox"/> Zoning Interpretation

Please Print In Ink Only or Type

Application must be complete. Please attach the appropriate checklist for the action you are requesting, if applicable.

APPLICANT/AGENT INFORMATION

Applicant Name: MICHAEL McDERMOTT		Phone: 505 514 9143	
Address: 801 Loma Colorado Blvd,		E-Mail: mcdermottbaseball@gmail.com	
City: Rio Rancho,	State: NM	Zip: 87124	
Proprietary Interest:		List Owners:	
Deed or Ownership Verification Provided: (Initials)		Letter of Authorization Provided: (Initials)	

Agent Name: McCLAIN+YU Architecture & Design (Kristina Yu, or Michael Rospopo)		Phone: 505 266 2142	
Address: 2010 RIDGECREST DR. SE		E-Mail: kristina@mcclain-yu.com	
City: Albuquerque,	State: NM	ZIP Code: 87108	

DESCRIPTION OF REQUEST: (PLEASE ADD ADDITIONAL SHEET(S) IF NECESSARY)

This is an application to establish the known boundaries and responsibilities for the project of the new MAC center project on the site of 801 Loma Colorado Blvd.

SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)

Subdivision/Unit : LOMA COLORADO	Block(s):	Lot(s): P1C
Existing Zoning: SU	Proposed Zoning:	
No. of existing lots:	No. of proposed lots:	Total area of site (acres)

ACKNOWLEDGEMENT

I hereby acknowledge that I have read this entire application and affirm that all information provided is correct. I agree to comply with the requirements of the City of Rio Rancho as outlined in all applicable laws, ordinances and regulations.

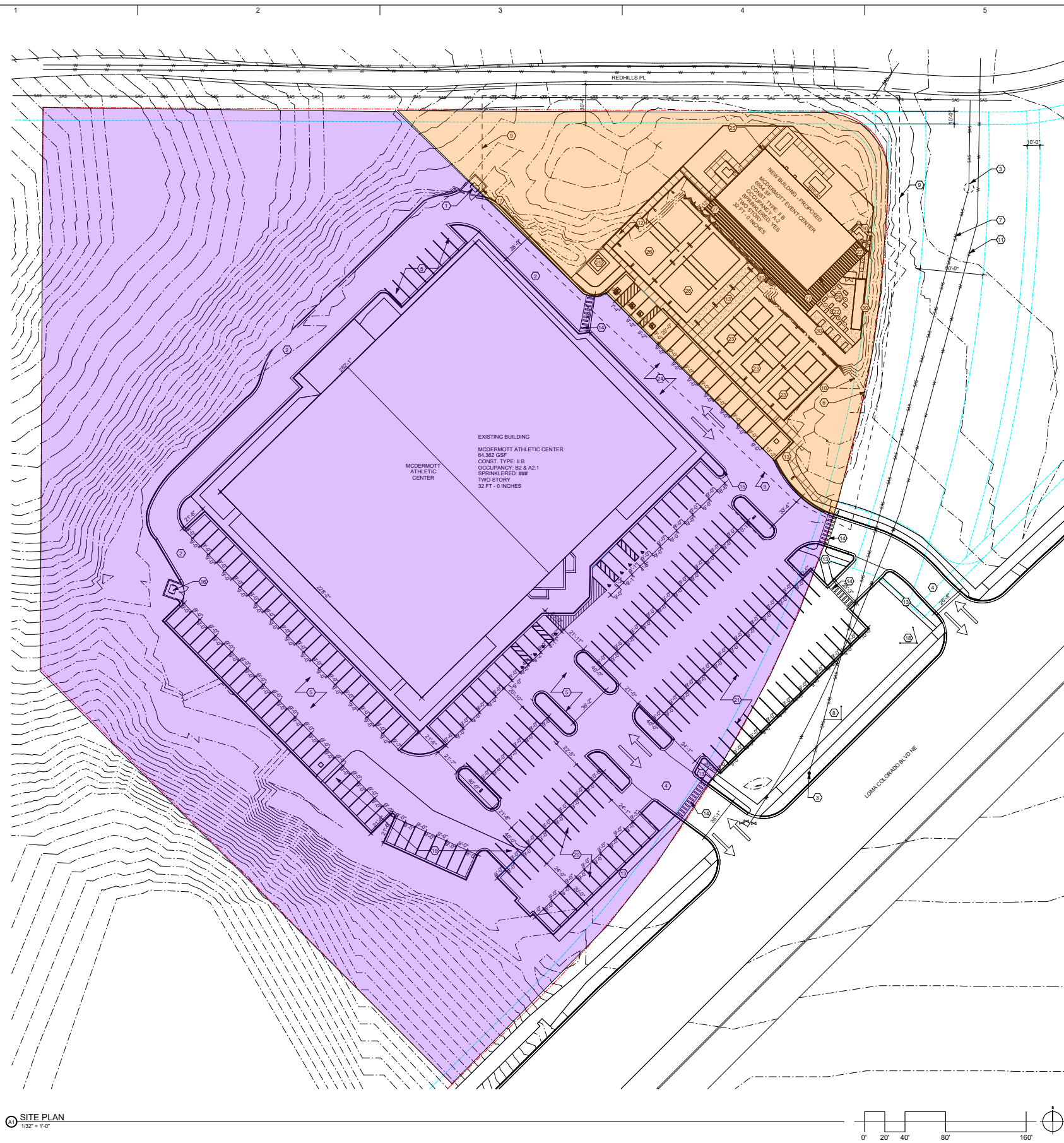
Print Name: MICHAEL McDERMOTT	Applicant: MICHAEL McDERMOTT	Agent:
Signature:		Date:

FOR OFFICIAL USE ONLY

H.T.E. PROJECT #	FEE	RECEIPT #

APPLICATION ACCEPTED BY: _____ **DATE:** _____

1/11/2024 4:32:19 PM C:\Users\Michael\Documents\MCDERMOTT EVENT CENTER_2022_site\mcd02\HFR6.rvt



GENERAL SHEET NOTES

PLAT

MAC

EVENT

SHEET KEYNOTES

- 1 EXISTING DUMPSTER - RELOCATED FROM SOUTH
- 2 EXISTING FIRE LANE TO REMAIN
- 3 EXISTING MANHOLE TO REMAIN
- 4 EXISTING PAVED ENTRY TO REMAIN
- 5 EXISTING PAVED PARKING TO REMAIN
- 6 EXISTING PROPERTY LINE
- 7 EXISTING SAS LINE TO REMAIN
- 8 EXISTING SEASONAL STORAGE - RELOCATED
- 9 EXISTING TOPOGRAPHY, EASEMENTS & PROPERTY LINES TO BE VERIFIED WITH REQUESTED SURVEY
- 10 EXISTING UTILITY EASEMENT
- 11 EXISTING WATER LINE TO REMAIN
- 12 NEW CONCRETE INCLINED WALK WAY, SLOPE NOT TO EXCEED 1:20
- 13 NEW CONCRETE SIDEWALK
- 14 NEW CROSSWALK STRIPING
- 15 NEW CURB AND LANDSCAPING
- 16 NEW DUMPSTER & ENCLOSURE
- 17 NEW ENCLOSURE
- 18 NEW ENTRY SIGNAGE
- 19 NEW ASPHALT PARKING LOT - 16 SPACES
- 20 NEW BASE COURSE PARKING LOT - 26 SPACES
- 21 NEW BASE COURSE PARKING LOT - 39 SPACES
- 22 NEW OUTDOOR COURTYARD
- 23 NEW PICKLEBALL COURT
- 24 NEW RESTRIPPING OF EXISTING PARKING
- 25 NEW ROOF BOUNDARY
- 26 NEW SAND VOLLEYBALL COURT
- 27 NEW ROOF OVERHANG
- 28 NEW BUILDING ENCLOSURE
- 29 NEW PNM TRANSFORMER
- 30 NEW SHADE STRUCTURE

PARKING CALCULATION
 CITY ORD (18-20) 154 TS
 1 SPACE / 4 SEATS OR 1 SPACE / 100 SF, WHICHEVER IS GREATER

EXISTING - MCDERMOTT ATHLETIC CENTER (MAC)
 EXISTING PARKING = 195 SPACES

NEW EVENT CENTER
 143 SEATS / 4 SEATS = 35.75 x 6554 GFS / 100 SF = 65.54 = 66

TOTAL PARKING SPACES REQUIRED
 MAC = 195 SPACES
 EVENT = 66 SPACES
 TOTAL = 261 SPACES

TOTAL PARKING SPACES PROVIDED
 MAC = 195 SPACES
 EVENT = 73 SPACES
 TOTAL = 268 SPACES



McClain + Yu Architecture & Design
 2010 Ridgecrest Dr SE
 Albuquerque, NM 87108
 505.266.2142
 info@mcclain-yu.com
 www.mcclain-yu.com

CONSULTANTS

PROJECT

MCDERMOTT EVENT CENTER

OWNER

MCDERMOTT

ADDRESS

**801 LOMA COLORADO DR NE,
 RIO RANCHO, NM
 87124**

PROJECT STATUS

DRB

Date	01/11/2024
Project Number	2019-021
Project File	
Drawn By	MR
Checked By	KY

Copyright ©
 MCCLAIN + YU ARCHITECTURE AND DESIGN

SHEET TITLE

SITE PLAN

SHEET

AS-101

GENERAL SHEET NOTES

McCLAIN + YU
ARCHITECTURE & DESIGN

McClain + Yu Architecture & Design
2010 Ridgecrest Dr SE
Albuquerque, NM 87108
505.266.2142
info@mcclain-yu.com
www.mcclain-yu.com

CONSULTANTS

PROJECT

MCDERMOTT EVENT CENTER

OWNER

MCDERMOTT

ADDRESS

801 LOMA COLORADO DR NE,
RIO RANCHO, NM 87124

PROJECT STATUS

DRB

Date 01/11/2024

Project Number 2019-021

Project File

Drawn By MR

Checked By KY

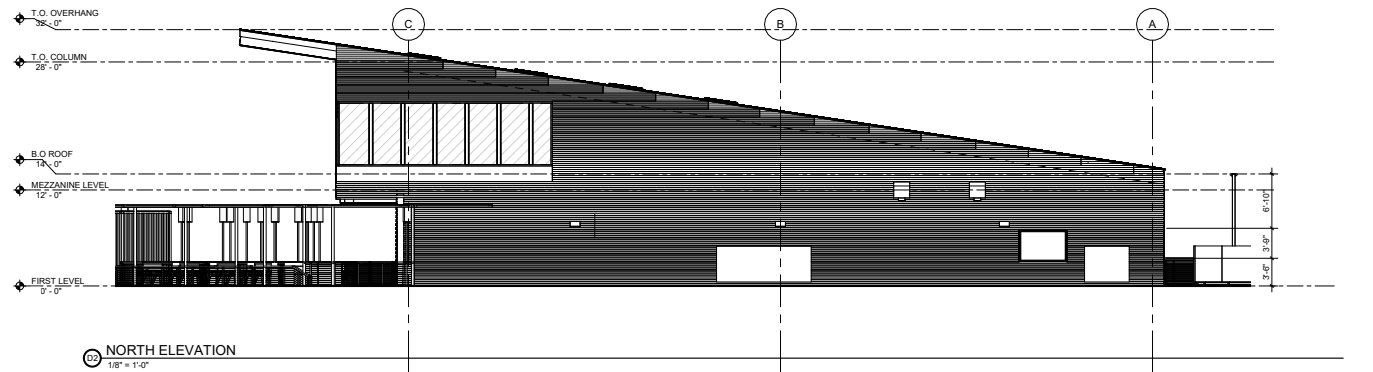
Copyright ©
McCLAIN + YU ARCHITECTURE AND DESIGN

SHEET TITLE

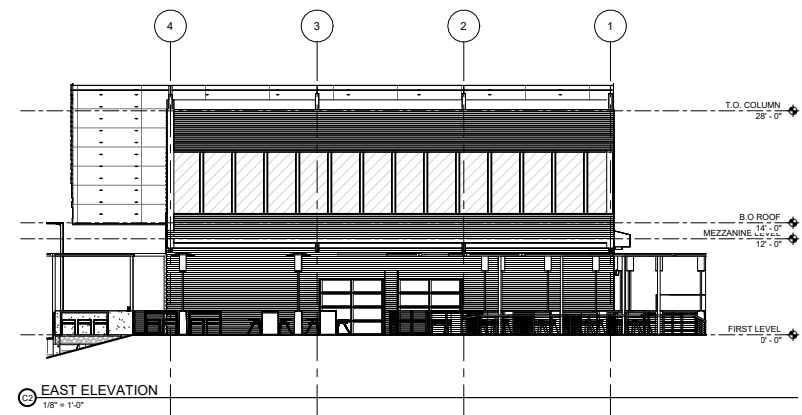
ELEVATIONS - EXTERIOR

SHEET

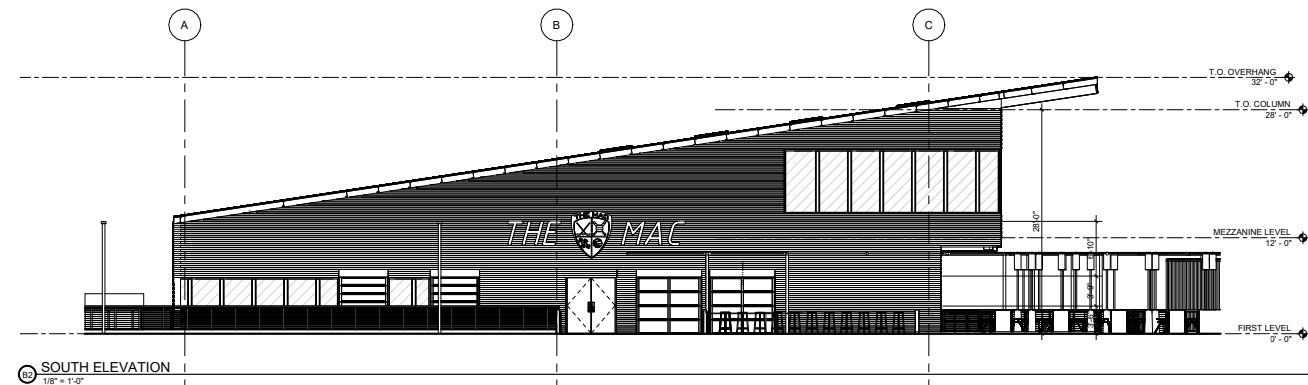
A-201



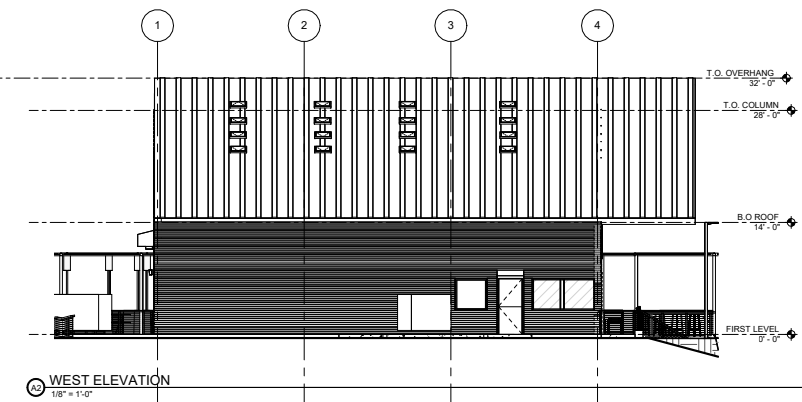
NORTH ELEVATION
1/8" = 1'-0"



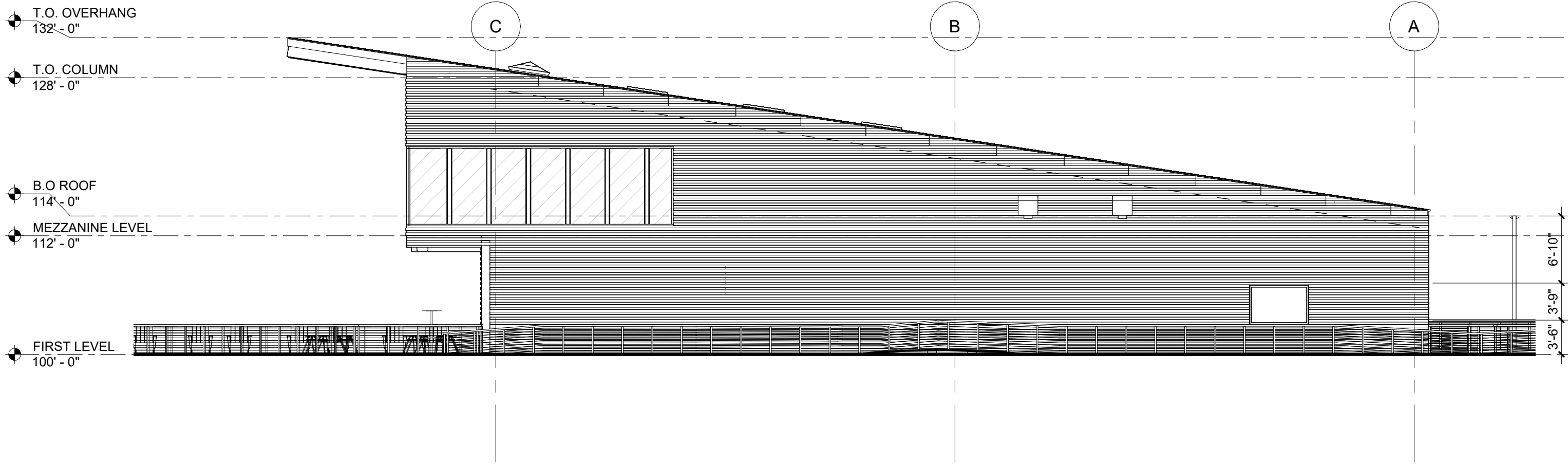
EAST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"



WEST ELEVATION
1/8" = 1'-0"

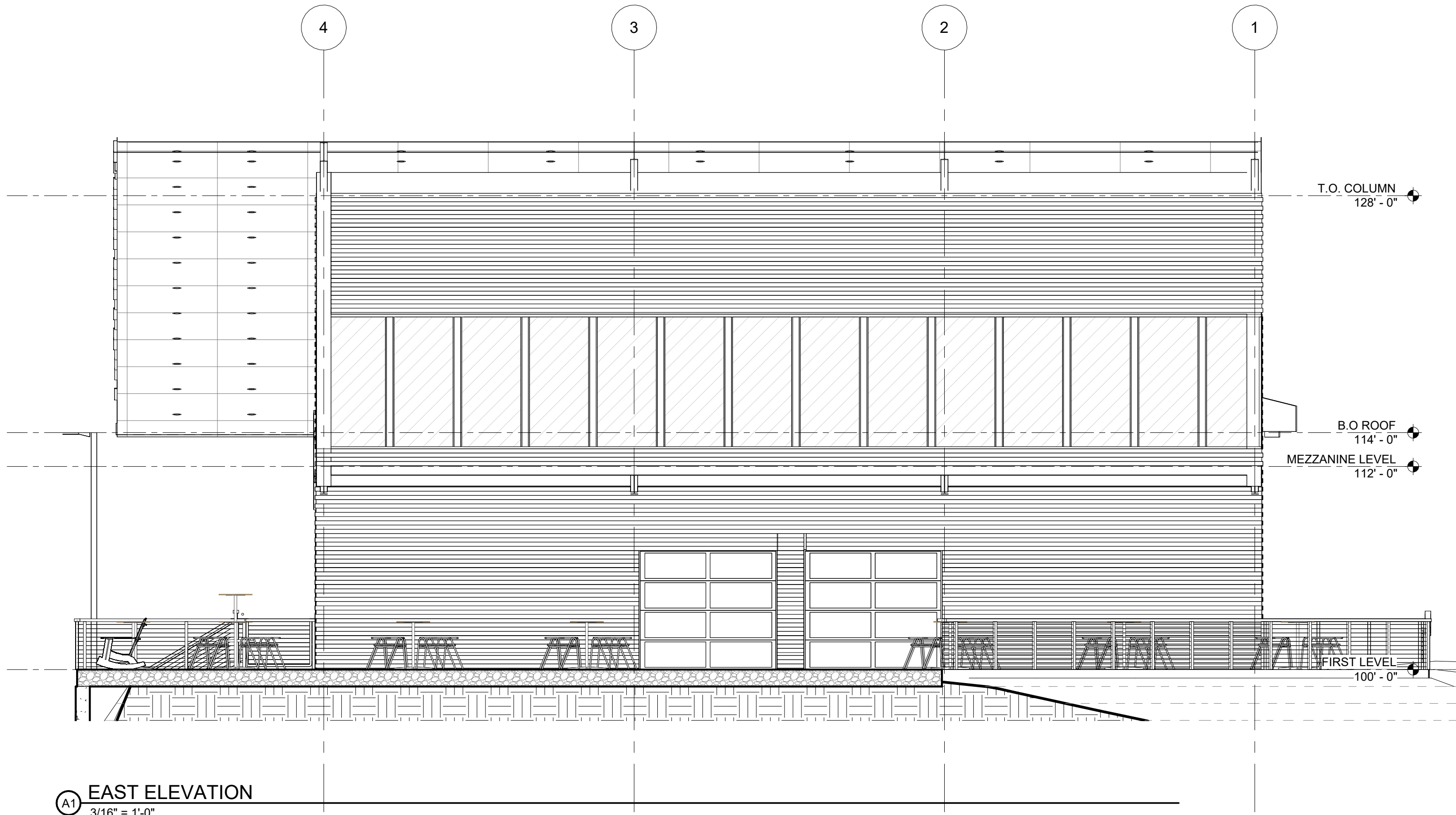


A1 NORTH ELEVATION
1" = 10'-0"

11/17/2023 10:45:31 AM

ELEVATIONS - NORTH MCDERMOTT EVENT CENTER

11/17/2023 10:41:58 AM



ELEVATIONS - EAST MCDERMOTT EVENT CENTER

A

B

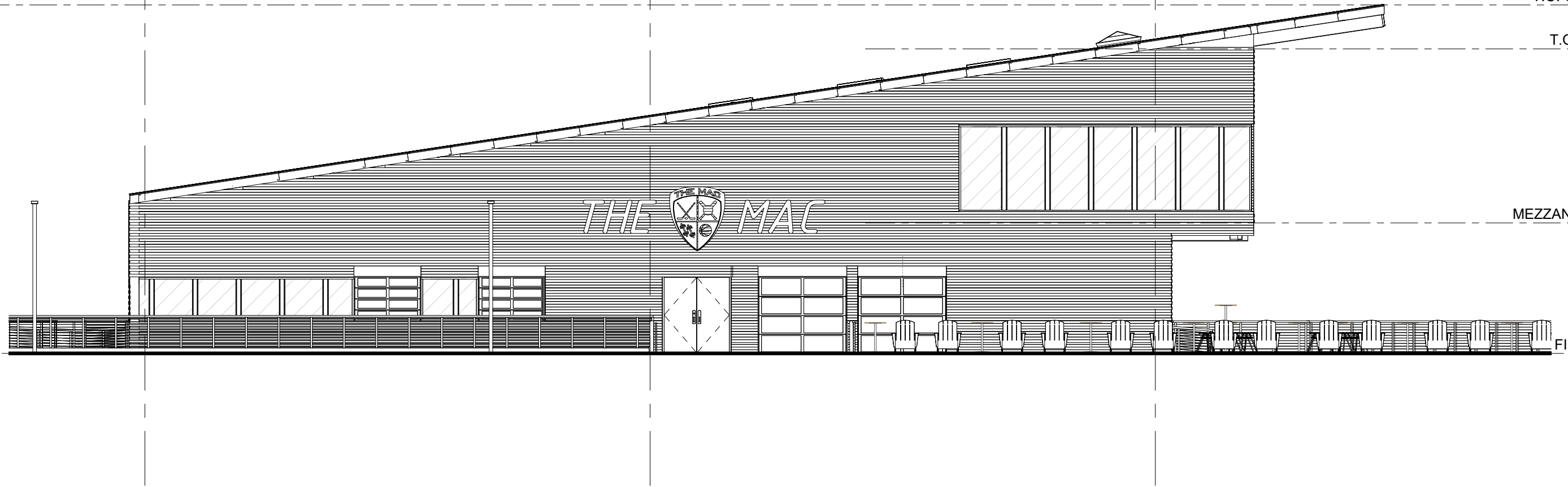
C

T.O. OVERHANG
132' - 0"

T.O. COLUMN
128' - 0"

MEZZANINE LEVEL
112' - 0"

FIRST LEVEL
100' - 0"



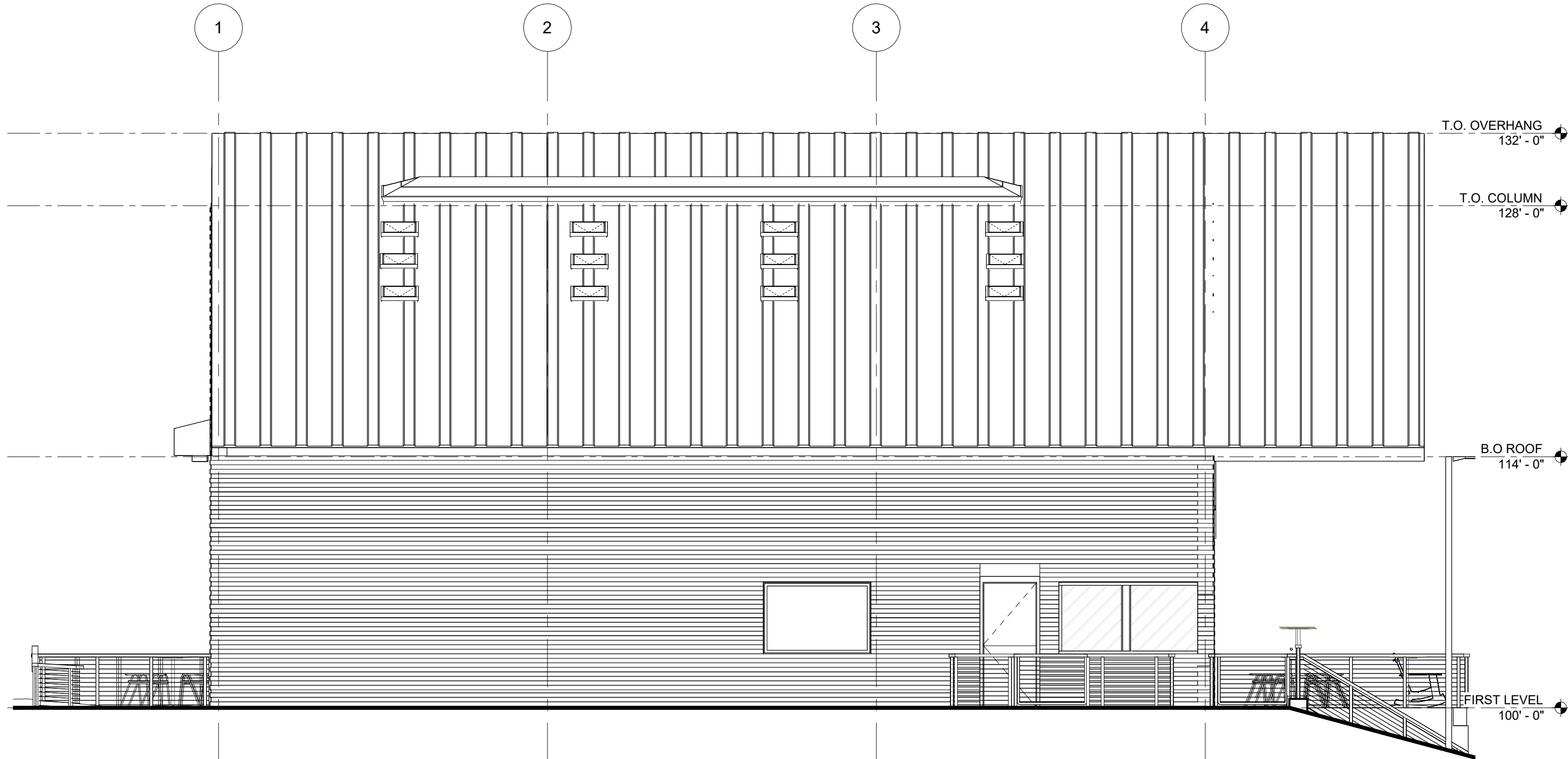
A1 SOUTH ELEVATION
1" = 10'-0"

11/17/2023 10:45:42 AM

ELEVATIONS - SOUTH MCDERMOTT EVENT CENTER



11/17/2023 10:45:19 AM



(A1) WEST ELEVATION
3/16" = 1'-0"

ELEVATIONS - WEST MCDERMOTT EVENT CENTER



CITY OF RIO RANCHO



ORDINANCE NO. 71

ENACTMENT NO. 94-069

AMENDING ORDINANCE 87-1, APPENDIX G (ZONE MAP AMENDMENT) AND THE ZONE MAP; TO CHANGE THE ZONING DESIGNATION FOR THE PROPERTY DESCRIBED AS UNIT 13, TRACT P CONSISTING OF 161.664 ACRES FROM R-1/SINGLE FAMILY RESIDENTIAL TO SU/SPECIAL USE FOR EDUCATIONAL, RECREATIONAL, AND CULTURAL USES.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO, NEW MEXICO:

Section 1. PURPOSE: To change the zoning designation for the property described as Unit 13, Tract P consisting of 161.664 acres from R-1/Single Family Residential to SU/Special Use for Educational, Recreational, and Cultural Uses.

Section 2. RESTRICTIONS:


1. Development plan approval shall be given by the Governing Body pursuant to a review by the Planning and Zoning Commission for any and all specific projects.

ADOPTED THIS 28TH DAY OF DECEMBER, 1994.

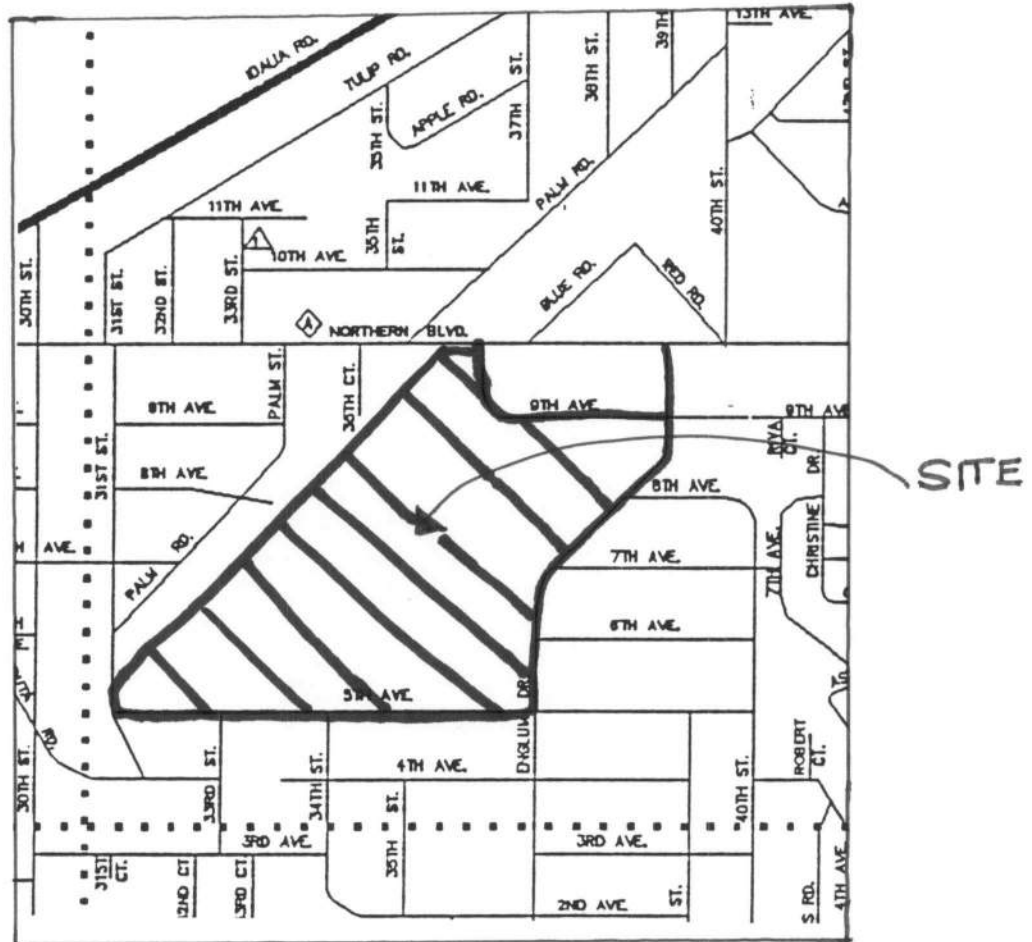

Thomas E. Swisstack, Mayor

12/30/94
Date

ATTEST:


Tina Gonzales, City Clerk
(SEAL)

CODIFIED
12/94



CITY OF RIO RANCHO
GOVERNING BODY
AGENDA BRIEFING MEMORANDUM

RE: 0-71

DEPARTMENT: City Development

AGENDA DATE: 12/28/94

SUBJECT: Zone Map Ordinance

Purpose: To change the zoning designation from R-1/Single Family Residential to SU/Special Use for Educational, Recreational, and Cultural Uses (Attachment I).
Property: Unit 13, Tract P (Attachment II).
Location: Just south of Northern Boulevard, between 31st Street and Englum Drive NE.
Applicant: City of Rio Rancho

BACKGROUND AND ANALYSIS:

The applicant, the City of Rio Rancho, is the owner of the property (Attachment III). The subject property is currently zoned R-1/Single Family Residential and was established when the City incorporated in 1981. The zone map amendment request has been prepared pursuant to a request for a performing arts center and other land uses related to education and recreation.

DEPARTMENT AND/OR ADVISORY COMMITTEE RECOMMENDATION:

The City Development Department recommends **APPROVAL** of the Zone Map Amendment request as per the attached Staff Report (Attachment VI) and Development Order (Attachment VII).

At their meeting of November 29, 1994, the Planning and Zoning Commission voted unanimously to recommend **APPROVAL** of the proposed Zone Map Amendment (attachment VIII).

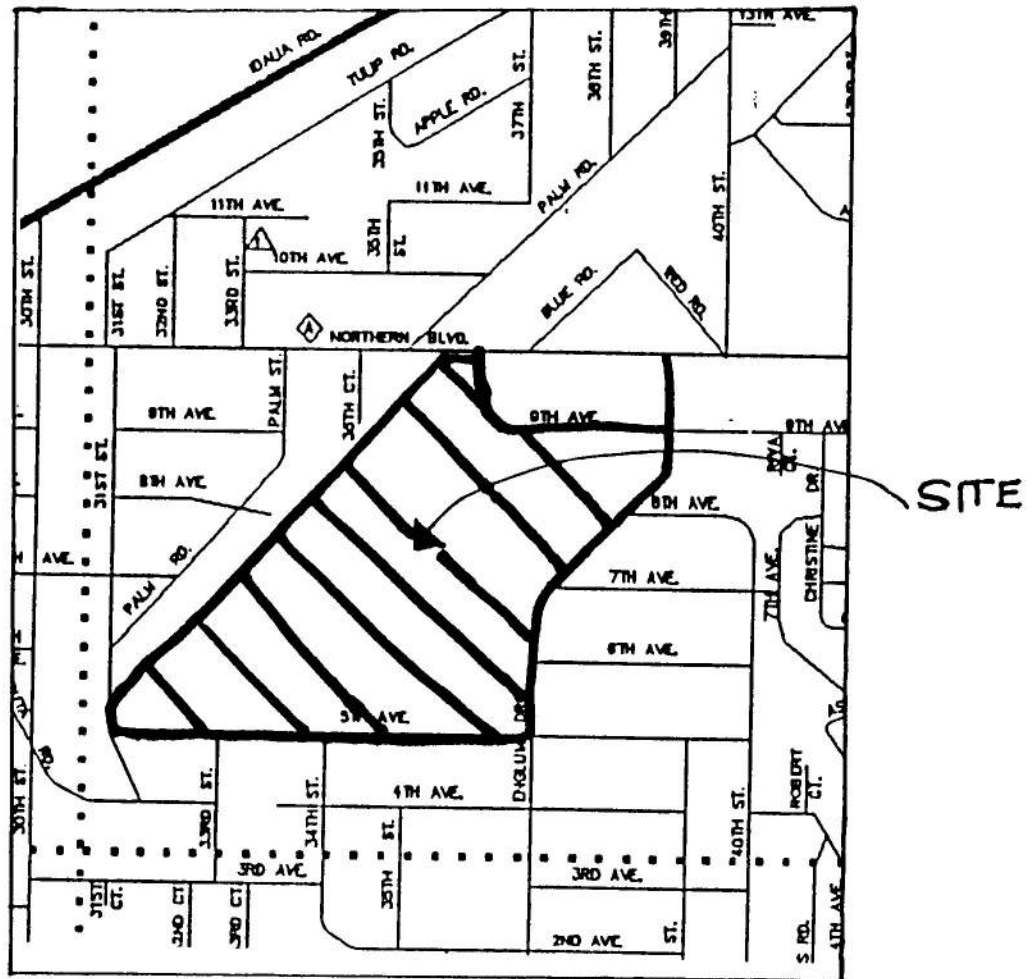
DEPARTMENT DIRECTOR: *Art Louie*

CITY ADMINISTRATOR: *H. [unclear] 12/16/94*

Attachment(s):

Attachment I: Zone Map Ordinance
Attachment II: Location Map/Site Map
Attachment III: Warranty Deed
Attachment IV: Unit 13 Metropolitan Redevelopment Plan (94-100)
Attachment V: Unit 13 Study of Blighted Conditions Resolution (94-129)
Attachment VI: Staff Report
Attachment VII: Development Order
Attachment VIII: Minutes; P & ZC meeting of November

RECEIVED
DEC 16 1994
CITY CLERKS OFFICE



SPECIAL WARRANTY DEED

33515

UNITED NEW MEXICO TRUST COMPANY, a New Mexico corporation, as Trustee under a certain Trust Agreement dated May 2, 1989, as amended for consideration paid, grant to CITY OF RIO RANCHO, a municipal corporation

whose address is 3900 Southern Blvd., S.E., Rio Rancho, New Mexico 87124

the following described real estate in Sandoval County, New Mexico:

Tract lettered "P" of Unit numbered Thirteen (13), as the same is shown and designated on the plat entitled "TRACT P, BLOCKS 91 THRU 116, UNIT THIRTEEN, RIO RANCHO ESTATES, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY, NEW MEXICO", filed in the office of the County Clerk of Sandoval County, New Mexico on May 12, 1969, in Rio Rancho Estates Plat Book No. 1, page 87, and containing 161.66 acres more or less.

SUBJECT TO: Taxes for the year 1994 and subsequent years, patent reservations, restrictive covenants, easements and rights-of-way of record, applicable zoning regulations and requirements, mineral reservations, Memorandum of Lease dated December 29, 1993 and all other matters of record.

with special warranty covenants.

WITNESS my hand and seal this 25th day of February, 1994.

(Seal) UNITED NEW MEXICO TRUST COMPANY

(Seal) By: Teresa L. DeMenge (Seal)

Teresa L. DeMenge, Assistant Trust Officer

ACKNOWLEDGEMENT FOR NATURAL PERSONS

STATE OF NEW MEXICO } COUNTY OF } ss.

This instrument was acknowledged before me on _____, 19____

by _____ (name of person)

My commission expires: (Seal)

ACKNOWLEDGEMENT FOR CORPORATION

STATE OF NEW MEXICO } COUNTY OF Sandoval } ss.

This instrument was acknowledged before me on February 25, 1994

by Teresa L. DeMenge (Name of Officer)

Assistant Trust Officer of United New Mexico Trust

a New Mexico Company corporation, on behalf of said corporation.

My commission expires: (Seal)

FOR RECORDER'S USE ONLY STATE OF NEW MEXICO COUNTY OF SANDOVAL This instrument was filed for record on AT: FEB 28 1994 11:10 A.M. Recorded in Vol. 8197 of records of said county, folio 62 Saily Padilla, Clerk & Recorder By: _____ Deputy



CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 100

ENACTMENT NO. 94-100

A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS PURSUANT TO THE METROPOLITAN REDEVELOPMENT CODE, AUTHORIZING AND DIRECTING THE CITY OF RIO RANCHO TO PREPARE A METROPOLITAN REDEVELOPMENT PLAN FOR THE UNIT NO. 13 MULTIPLE USE FACILITY PROJECT METROPOLITAN REDEVELOPMENT AREA, AND REPEALING RESOLUTION NO. 81, ENACTMENT NO. 94-080.

WHEREAS: Section 3-60A-8 of the Metropolitan Redevelopment Code of the State of New Mexico (Sections 3-60A-1 through 3-60A-48 NMSA (the "Code") states:

"A municipality shall not prepare a metropolitan redevelopment plan for an area unless the governing body has by resolution determined the area to be a slum or a blighted area or a combination thereof and designated the area as appropriate for a metropolitan redevelopment project..."; and

WHEREAS: A study has been conducted for use by the Governing Body of the City of Rio Rancho (the "City") concerning the status of the proposed Unit No. 13 Multiple Use Facility Project metropolitan redevelopment area (the "Redevelopment Area") and the current impediments to development of the Redevelopment Area, and the findings and conclusions of that study are set forth in the report attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS: On June 29, 1994, the Governing Body considered and adopted Resolution No. 81, Enactment No. 94-080, which due to a notice defect is hereby subject to repeal; and

WHEREAS: Pursuant to Section 3-60A-8 of the Code, the City has caused to be published on July 20, and 27, 1994, in The Observer a newspaper of general circulation in the City, the area of operation (as defined in the Code) and the Redevelopment Area, a notice containing a general description of the Redevelopment Area and the date, time and place where the Governing Body will hold a public hearing to consider the adoption of this resolution, and reciting that any interested party may appear and speak to the issue of the adoption of this resolution; and

WHEREAS: The Governing Body met on this August 24, 1994, at the time and place designated in said notice, to hear and consider all comments of all interested parties on the issue of the adoption of this resolution; and

WHEREAS: The Governing Body has considered the findings and conclusions set forth in Exhibit A, attached hereto, and all comments made at the public hearing concerning the Redevelopment Area, which are set forth in Exhibit B, attached hereto and incorporated herein by this reference.

1 NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO,
2 NEW MEXICO:
3

4 Section 1. The Governing Body hereby finds and determines that there exists in the Redevelopment Area
5 the predominance of a defective or inadequate street layout, faulty lot layout in relation to size,
6 adequacy, accessibility or usefulness, diversity of ownership, an improper subdivision of property
7 and/or obsolete or impractical planning and platting, which conditions substantially impair or
8 arrest the sound growth and economic health and well being of the Redevelopment Area
9 and/or the City, and/or constitute an economic or social burden and are a menace to public
10 health, safety, morals or welfare in the Redevelopment Area's present condition and use; and
11 that the Redevelopment Area is therefore a blighted area within the meaning of the Code and
12 is an appropriate area for one or more metropolitan redevelopment projects.
13

14 Section 2. The Governing Body hereby finds that the rehabilitation, conservation, development and/or
15 redevelopment of and in the proposed Redevelopment Area is necessary in the interest of the
16 public health, safety, morals and welfare of the residents of the City and therefore will serve
17 a valid public purpose.
18

19 Section 3. The City is hereby authorized and directed to prepare or to cause to be prepared a detailed
20 metropolitan redevelopment plan in accordance with Section 3-60A-9 of the Code for the
21 Redevelopment Area which, without limitation shall seek to eliminate or prevent the problems
22 created by the blighted area, shall conform to any general plan for the City as a whole, and
23 shall be sufficient to indicate the proposed activities to be carried out or encouraged in the
24 blighted area and the plan's relationship to definite local objectives respecting land uses,
25 improved traffic patterns and controls, public transportation, public utilities, recreational and
26 community facilities, housing facilities, commercial activities or enterprises, industrial or
27 manufacturing uses, and other public improvements.
28

29 Section 4. This resolution hereby repeals Resolution No. 81, Enactment No. 94-080.
30
31

32 **APPROVED AND ADOPTED THIS 24TH DAY OF AUGUST, 1994.**
33

34
35 
36 _____
37 **Thomas E. Swisstack, Mayor**

38
39 8/25/94
40 _____
41 **Date**

42 **ATTEST:**

43
44
45 
46 _____
47 **Tina Gonzales, City Clerk**

48
49 August 26, 1994
50 _____
51 **Date**

52 (SEAL)

CITY OF RIO RANCHO

RESOLUTION NO. 129ENACTMENT NO. 94-129

**A RESOLUTION MAKING CERTAIN FINDINGS AND DETERMINATIONS
PURSUANT TO THE METROPOLITAN REDEVELOPMENT CODE, AND
APPROVING A METROPOLITAN REDEVELOPMENT PLAN FOR THE UNIT NO. 13
MULTIPLE USE FACILITY PROJECT METROPOLITAN REDEVELOPMENT AREA**

WHEREAS: The Governing Body of the City of Rio Rancho (the "Governing Body") passed a resolution on June 29, 1994, finding an area within Unit #13 of the City of Rio Rancho (the "City") to be blighted as that term is defined under the Metropolitan Redevelopment Code of the State of New Mexico, Sections 3-60A-1 through 3-60A-48 NMSA 1978, as amended (the "Code"); and

WHEREAS: The Governing Body has directed the City to prepare a Metropolitan Redevelopment Plan (the "Plan") for the redevelopment of the area found to be blighted (the "Plan Area"); and

WHEREAS: Pursuant to Section 3-60A-9 of the Code, the Mayor of Rio Rancho held a public meeting on September 29, 1994, to solicit public comment on the proposed Plan; and

WHEREAS: Section 3-60A-9(C) of the Code states that a local governing body may approve a metropolitan redevelopment plan if it finds that the plan will aid in the elimination or prevention of blight, that adequate provisions have been made for housing of displaced persons, that the Plan conforms to the general plan for the municipality as a whole, and that the plan affords maximum opportunity for redevelopment by private enterprise; and

WHEREAS: The City has, pursuant to Section 3-60A-9(B) of the Code, sent letters to the owners of property within the Plan Area, informing them of the time, date, place and purpose of a hearing to consider approval of the Plan, identifying the Plan Area, outlining the general scope of the metropolitan redevelopment project proposed for the Plan Area under the Plan, and informing the property owners that comments on the Plan could be made in writing or at the hearing; and

WHEREAS: Pursuant to Section 3-60A-9(B) of the Code, the City has caused to be published on October 26, 1994 and November 2, 1994 in The Observer newspaper of general circulation in the City, a notice containing a general description of the Plan Area and the date, time and place where the Governing Body would hold a public meeting to consider the adoption of a resolution approving the Plan, and reciting that any interested party may appear and speak to the issue of the approval of the Plan; and

WHEREAS: The Governing Body met on this November 9, 1994, at the time and place designated in said notice and in the letters sent to property owners, to hear and consider all comments of all interested parties on the issue of the approval of the Plan; and

WHEREAS: The Governing Body has reviewed and considered the Plan as prepared by the City, attached hereto as Exhibit A, and incorporated herein by this reference; and

1 **WHEREAS:** The Governing Body has considered all comments made at the public meeting concerning
2 the Plan, which are set forth in Exhibit B, attached hereto and incorporated herein by this
3 reference.
4
5

6 **THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF RIO RANCHO, NEW**
7 **MEXICO:**
8

- 9 1. The Governing Body hereby finds and determines that:
 - 10 (a) the proposed activities under the Plan will aid in the elimination or prevention of slum or
 - 11 blight, or the conditions which lead to the development of slum or blight;
 - 12 (b) a feasible method is included in the Plan to provide individuals and families who occupy
 - 13 residential dwellings in the Plan Area, and who may be displaced by the proposed activities,
 - 14 with decent, safe and sanitary dwelling accommodations within their means and without due
 - 15 hardship to such individuals and families (be it noted, however, that no persons currently
 - 16 occupy residential dwellings within the Plan Area);
 - 17 (c) the Plan conforms to the general plan for the municipality as a whole;
 - 18 (d) the Plan offers maximum opportunity consistent with the needs of the community for the
 - 19 rehabilitation or redevelopment of the areas by private enterprise or persons, and the
 - 20 objectives of the Plan justify the proposed activities as public purposes and needs.
- 21 2. The Plan, as attached hereto as Exhibit A and incorporated herein by this reference, is
- 22 hereby approved.
- 23 3. The Mayor, City Administrator and other appropriate officers of the City are hereby
- 24 authorized and directed to develop a Request for Proposals to solicit proposals from private
- 25 developers for the redevelopment of a part or all of the Plan Area, and to take any other
- 26 action necessary to carry out the purposes of the Plan as hereby approved by the Governing
- 27 Body.
- 28
- 29
- 30

31 **ADOPTED THIS 9TH DAY OF NOVEMBER, 1994.**

32
33
34 Joseph Cordova
35 **Joseph Cordova, Deputy Mayor**
36
37 11-14-94
38 **Date**

39 **ATTEST:**

40
41
42
43 Tina Gonzales
44 **Tina Gonzales, City Clerk**
45 **(SEAL)**

46
47
48
49 November 14, 1994
50 **Date**

**RIO RANCHO CITY DEVELOPMENT DEPARTMENT
ZONE MAP AMENDMENT
STAFF REPORT**

Date: November 29, 1994
Property Owner: City of Rio Rancho
Applicant/Agent: Same as above
Present Zone: R-1/Single Family Residential
Proposed Zone: SU/Special Use for Educational, Recreational, and Cultural Uses
Property: Unit 13, Tract P

I. STAFF RECOMMENDATION

The applicant, the City of Rio Rancho, is the owner of the property. The site is currently zoned R-1/Single Family Residential and was established when the City incorporated in 1981. This request has been prepared pursuant to a request for a performint arts center and other land uses related to education and recreation.

In order to ensure quality development, staff is requiring a development plan be reviewed and approved for any and all specific projects on the property.

The City Development Department recommends **APPROVAL** of this Zone Map Amendment as per the attached Draft Ordinance and with the following condition:

1. Development plan approval shall be given by the Governing Body pursuant to a review by the Planning and Zoning Commission.

II. FINDINGS OF FACT

- A. Application Information:
Site is located on the south of Northern Boulevard, between 31st Street and Englum Drive NE.
- B. Access: Access via Northern, 37th, 9th, Englum and or 5th Streets.
- C. Utilities/Infrastructure: Are not currently available on site, however are in the area and are planned to be extended.
- D. Land Use:
- North: Undeveloped property/ City Well/Landfill site
 - South: Undeveloped property
 - East: Undeveloped property/Vista Hills West Subdivision
 - West: Undeveloped property

- E. Zoning:
- North: R-1/Single Family/M-1-Light Industrial/SU-Landfill
 - South: R-1/Single Family Residential
 - East: R-1/Single Family Residential
 - West: R-1/Single Family/AR-Agricultural Residential

F. Slope: Predominately flat.

G. Acreage: 161.664 acres.

H. Drainage: Not unusual.

III. FINDINGS OF CONFORMANCE WITH CITY OF RIO RANCHO PLANS, POLICIES AND REGULATIONS

A. Conformance to Comprehensive Plan:

Goal C: states "Provide a wide variety of educational, cultural, and recreational opportunities available to all citizens".

1. Objective (4.3C4) states, "Promote and develop a cultural center of regional significance, providing facilities for activities such as conferences, concerts, theater productions, exhibitions, and recreational uses.

FINDING: The development proposed includes a cultural center.
CONFORMS

2. Objective (4.3C7) states, "Seek to develop facilities for regional events such as a Balloon Fiesta, Major sports or athletic activities, fairgrounds, or outdoor amphitheater productions.

FINDING: The development proposed includes a recreational facility.
CONFORMS

3. Objective (4.3C8) states, "Encourage the joint use of facilities to expand the availability of education and recreation programs.

FINDING: The development proposed includes educational and recreational facilities. **CONFORMS**

B. Conformance to Zoning Ordinance: N/A.

C. Conformance to Other Adopted Plans for the Area: Unit 13 Metropolitan Redevelopment Plan (94-100) and Study of Blighting Conditions (94-129).
CONFORMS.

D. Conformance to Policies and Regulations: N/A

**CITY OF RIO RANCHO
CITY DEVELOPMENT DEPARTMENT
Development Order #__**

DATE: November 29, 1994 **APPLICATION No.:**ZMA1129945
APPLICANT: City of Rio Rancho
OWNER: Same as above.

APPLICATION DESCRIPTION: Zone Map Amendment for the purpose of changing the zoning designation of the property legally described as Unit 13, Tract P from R-1/Single Family Residential to SU/Special Use for Educational, Recreational, and Cultural Uses.

KEY ISSUE:

1. Rezoning of property to SU/Special Use for Educational, Recreational, and Cultural Uses.

DATE OF P&Z MEETING(S): November 29, 1994

PLANNING AND ZONING COMMISSION RECOMMENDATION: APPROVAL

DATE OF GOVERNING BODY MEETING(S): December 28, 1994

GOVERNING BODY DECISION:

APPROVED THIS _____ DAY OF _____, 1994

Harold Donovan, City Administrator

Applicant

4 J. **ZONE MAP ORDINANCE.** Applicant requests a zone change from R-1/Single
5 Family Residential to SU/Special Use for Educational, Recreational, and Cultural
6 uses, for the property known by legal description as Unit 13, Block P; Applicant:
7 City of Rio Rancho.
8

9 Mr. Corsie, City Development, greeted the Commission and stated the purpose of this
10 change was prepared pursuant to a request for a performing arts center and other land
11 uses related to education and recreation.
12

13 **PZC112994J:** Commissioner Cunningham recommended a zone change from R-
14 1/Single Family Residential to SU/Special Use for Educational, Recreational, and
15 Cultural uses, for the property known by legal description as Unit 13, Block P;
16 Applicant: City of Rio Rancho.
17 Commissioner Blomberg seconded the recommendation.
18

19 **PZC112994J:** Approved: 6-0

SITE PLAN PROCESS and CHECKLIST for Applications requiring a Site Plan

➤ **A Site Plan must be provided on 11" x 17" paper, and shall include the following information:**

- Bar scale
- North arrow
- Vicinity map
- Lot boundaries and easements
- Existing and proposed utilities
- Existing and proposed rights-of-way
- Proposed structures with uses, dimensions, and setbacks
- Proposed ingress, egress, parking, and circulation
- Landscaping and landscape buffers
- Elevations
- Adjacent property characteristics
- Preliminary drainage plan

CONDITIONAL USE:

- One (1) Copy of completed application form, supporting documentation and applicable fee
- Owner verification letter, if applicable
- Provide a letter detailing the scope of work to include all business activity, hours of operation, number of employees, etc.
- **A Site Plan must be provided on 11" x 17" paper, and shall include the following information:**
 - North arrow
 - Location of building(s) in relation to property lines (provide dimensions)
 - Identify adjoining property and abutting streets
 - Graphic illustration to reflect any dimension restrictions (height & setback)
 - Additional illustrations to detail specifics related to your request

SPECIAL USE:

- One (1) Copy of completed application form, supporting documentation and applicable fee
- Owner verification letter, if applicable
- A Water and Wastewater Availability Letter, if applicable
- A written statement of justification [Title XV – Land Usage, Chapter 150 – General Provisions]
 - A rezoning must be consistent with the health, safety, morals, and general welfare of the City
 - The applicant for a rezoning must provide a sound justification for the rezoning, with the burden of proof being on the applicant to show why the rezoning should be made
 - The proposal shall generally be consistent with the City's Comprehensive Plan
 - The applicant must demonstrate that the existing zoning is inappropriate because:
 - a. There is an error, mistake, or it is necessary to correct an injustice that occurred when the existing zoning map pattern was created
 - b. Changed neighborhood or community conditions justify a rezoning
 - c. A different zoning district is more advantageous to the community
 - The cost of land or other economic conditions shall not be a determining factor for approval of a rezoning
 - Location of collector and arterial streets isn't sufficient justification for a rezoning
 - Spot zoning (the rezoning of one parcel) may be approved when:
 - d. The rezoning will clearly facilitate the City's Comprehensive Plan
 - e. The parcel being rezoned is different from surrounding land because it could function as a transition zone

Schedule of Fees

MASTER PLAN and SUB-PLAN Includes amendments to:	FEES
System & Facility Plan (Level 2) & Area Plan (Level 3)	\$400
Redevelopment Plan & Specific Area Plan	\$400
Comprehensive Plan	\$400
SITE DEVELOPMENT PLANS	
Site Development Plan	\$266
ZONE MAP AMENDMENT	
Map Amendment < 1 acre	\$266
Map Amendment 1 - 4.99 acres	\$531
Map Amendment 5 - 9.99 acres	\$797
Map Amendment 10 - 49.99 acres	\$1,063
Map Amendment 50 - 100 acres	\$1,328
Map Amendment > 100 acres	\$1,328 + \$266 per ea. additional 100 or portion thereof
Special Use (application to amend the site plan or signage)	\$266
Zoning Certification Letters	\$35
Zoning Interpretations	\$67
Zoning Variance	\$200
SUBDIVISION	
Summary Plat	\$133 + \$13 per lot
Preliminary Plat	
Less than 1 acre	\$133 + \$13 per lot
1 - 4.99 acres	\$266 + \$ 13 per lot
5 - 9.99 acres	\$531 + \$13 per lot
10 - 49.99 acres	\$1,063 + 13 per lot
50 - 100 acres	\$1,328 + 13 per lot
Over 100 acres	\$1,328 + \$266 per ea. additional 100 or portion + \$13/lot thereafter
Final Plat	No Fee Required
Vacation of Plat	\$266 + \$13 per lot
Subdivision modification's/exceptions/Variance Application	\$200
Subdivision Interpretations	\$67
Street Name Change	\$67 + 100% of mailings total cost & notification to be done by applicant
PLANNING & ZONING	
Annexation	\$500
Appeal to Planning and Zoning Board	\$67
Community Residential Care Facility	\$67
Conditional Use	\$67
Development Review Committee [DRC]	No Fee Required
Home Occupation	\$67
Non-Conforming Use	\$67
Ordinance Amendment	\$200
Residential Child Care Facility 6 or <	\$67
SIGN PERMIT	
Change of Face	\$0
Illegally installed but not conforming to code	\$92 or \$5 per sf of largest sign face, whichever is greater
Master Sign Plan	\$266
New Application	\$46 or \$2.50 per sf of face, whichever is greater
Off-Premise Advertising (Digital) Sign Use Permit	\$300
Off-Premise Advertising (Digital) Sign Annual Review Fee	\$200
Off-Premise Advertising (Directional) Sign Annual Review Fee	\$100
Special Exception to the Sign Code	\$266
Subdivision Directional Signs	\$30 + \$5 per sign
Temporary Signs in the Right-of-Way	\$30 + \$1 per sign
SPECIAL EVENTS	
Special Event Permit	\$35
Special Event Permit (Youth Groups & City funded, organized or sponsored)	\$0
MISCELLANEOUS SERVICES – Research	
	\$67

FROM: Michael McDermott

McDermott Athletic Center
801 Loma Colorado Blvd. NE
Rio Rancho, NM
mcdermottbaseball@gmail.com
505 514 9143

Agent: Kristina Yu
McCLAIN+YU Architecture & Design
kristina@mcclain-yu.com
5055 266 2142

TO: Timothy Dvorak

City of Rio Rancho

Date: 01/24/2024

RE: Letter of Justification

The purpose of this letter is to provide a detailed explanation for the Variance requested to address § 150.07 of the Zoning Code for the property located at 821 Loma Colorado Blvd. NE in Rio Rancho, NM, which is owned by the McDermott Family.

The property owner requests a zone change from SU: Special Use for Educational, Recreational, and Cultural Uses to **SU: Special Use for Mixed Use.**

SU (Special Use, Restaurants, and Commercial Land Use), which is consistent with the City's health, safety, morals, and general welfare. The proposed change would allow for a restaurant and bar to be established on the property, which aligns with the zoning of adjacent properties designated for SU. This change aims to stabilize the land use and zoning in the area and create a vibrant commercial corridor along Loma Colorado on the North, Westerly side of the street. This is the same zoning designation as the north properties, including permissions for restaurants and other commercial land uses.

This proposed change is in keeping with the adopted elements of the Comprehensive Plan and City master plans, which aim to create a vibrant and sustainable community. The change is also consistent with the neighborhood's purposes, as it will bring unity and clarity to the goals of the Loma Colorado Blvd commercial activities.

It is important to note that the proposed change will not impinge upon the parking and use within the property and its neighbors. The change will also align with having family-friendly valued businesses that do not disturb the nearby residences. By allowing for a restaurant and bar to be established on the property, the area will become a more attractive destination for the community, which will help to further stabilize the land use and zoning in the area.

In conclusion, the proposed change to SU zoning will benefit the property owner and the community as a whole. It will allow for a restaurant and bar to be established on the property, creating a more family-friendly destination for the community along Loma Colorado Blvd.

Sincerely,

Michael McDermott

Michael McDermott / President
McDermott Athletic Center



Vicinity Map

Notes

- FIELD SURVEY PERFORMED IN AUGUST 2016, JULY 2021, AND SUPPLEMENTAL DATA IN FEBRUARY 2023.
- ALL DISTANCES ARE GROUND DISTANCES: US SURVEY FOOT.
- THE PARCELS SHOWN HEREON ARE LOCATED IN PROJECTED 18, TOWNSHIP 12 NORTH, RANGE 3 EAST, N.M.P.M. AS PROJECTED INTO THE TOWN OF ALAMEDA GRANT.
- THE BASIS OF BEARINGS REFERENCES NEW MEXICO STATE PLANE COORDINATES (NAD 83-CENTRAL ZONE).
- SUBDIVISION DATA

NUMBER OF LOTS REPLATTED:	1
NUMBER OF LOTS CREATED:	2
MILES OF ROAD CREATED:	0
ACREAGE IN ROADS:	0
ACREAGE DEDICATED BY THIS PLAT	0
TOTAL PLATTED ACREAGE:	8.8515 ACRES
- THE COORDINATES SHOWN HEREON ARE MODIFIED NEW MEXICO STATE PLANE COORDINATES (NAD 83-GROUND-CENTRAL ZONE), USING A GROUND TO GRID FACTOR OF 0.999659795, WITH AN ORIGIN OF (0,0).

Purpose of Plat

- SUBDIVIDE AS SHOWN HEREON.
- GRANT EASEMENTS AS SHOWN HEREON.

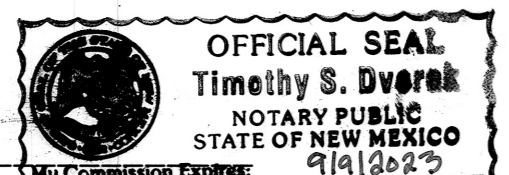
Free Consent and Dedication

THE SUBDIVISION SHOWN AND DESCRIBED HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S) THEREOF. EXISTING AND/OR GRANTED PUBLIC UTILITY EASEMENTS (P.U.E) AS SHOWN HEREON, UNLESS NOTED OTHERWISE, ARE FOR THE COMMON AND JOINT USE OF GAS, ELECTRICAL POWER AND COMMUNICATION SERVICES FOR BURIED AND/OR OVERHEAD DISTRIBUTION LINES, CONDUIT AND PIPES FOR UNDERGROUND UTILITIES. SAID UTILITY COMPANIES HAVE THE RIGHT OF INGRESS/EGRESS FOR CONSTRUCTION OF, MAINTENANCE OF AND REPLACEMENT OF SAID UTILITIES INCLUDING THE RIGHT TO TRIM INTERFERING TREES AND SHRUBS WITHIN SAID P.U.E.. SAID OWNERS CERTIFY THAT THIS SUBDIVISION IS THEIR FREE ACT AND DEED.

Gregory Hull
 GREGGORY HULL, MAYOR
 CITY OF RIO RANCHO
 DATE May 2, 2023

STATE OF NEW MEXICO }
 COUNTY OF } SS
 THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON May 2, 2023
 BY: GREGGORY HULL, MAYOR, CITY OF RIO RANCHO

By: *Timothy S. Dvork*
 NOTARY PUBLIC
 MY COMMISSION EXPIRES 9/9/2023



Indexing Information

Section 18, Township 12 North, Range 3 East, N.M.P.M.
 as Projected into the Town of Alameda Grant
 Subdivision: Loma Colorado
 Owner: City of Rio Rancho
 UPC # 1-013-070-371-399

Documents

- TITLE COMMITMENT PROVIDED BY OLD REPUBLIC NATIONAL, HAVING FILE NO. 1602958 AND AN EFFECTIVE DATE OF APRIL 29, 2016.
- PLAT FOR P-1C, LOMA COLORADO, FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO, ON FEBRUARY 27, 1997, IN VOLUME 3, FOLIO. 1584B (RRE BK. 9, PG. 114-122A).
- PLAT FOR 12D-1, 12E1-A AND 12E2-A, LOMA COLORADO, FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO, ON JULY 21, 2008, IN VOLUME 3, FOLIO 2945-A (RRE BK. 22, PG. 39A AND 39B).
- QUITCLAIM DEED FOR SUBJECT PROPERTY FILED IN THE SANDOVAL COUNTY CLERK'S OFFICE ON MARCH 12, 1997, IN VOL. 400, FOL. 23059, DOC. NO. 5067.

Public Utility Easements

PUBLIC UTILITY EASEMENTS shown on this plat are granted for the common and joint use of:

- Public Service Company of New Mexico ("PNM"), a New Mexico corporation, (PNM Electric) for installation, maintenance, and service of overhead and underground electrical lines, transformers, and other equipment and related facilities reasonably necessary to provide electrical services.
- New Mexico Gas Company for installation, maintenance, and service of natural gas lines, valves and other equipment and facilities reasonably necessary to provide natural gas services.
- Qwest Corporation d/b/a Centurylink QC for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide communication services.
- Sparklight for the installation, maintenance, and service of such lines, cable, and other related equipment and facilities reasonably necessary to provide Cable services.
- City of Rio Rancho Utilities (water and sanitary sewer) for installation, maintenance, and services of lines and other equipment and facilities reasonably necessary to provide services.

Included, is the right to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain facilities for purposes described above, together with free access to, from, and over said easements, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the right of way and easement to extend services to customers of Grantee, including sufficient working area space for electric transformers, with the right and privilege to trim and remove trees, shrubs or bushes which interfere with the purposes set forth herein. No building, sign, pool (aboveground or subsurface), hot tub, concrete or wood pool decking, or other structure shall be erected or constructed on said easements, nor shall any well be drilled or operated thereon. Property owners shall be solely responsible for correcting any violations of National Electrical Safety Code by construction of pools, decking, or any structures adjacent to or near easements shown on this plat. Easements for electric transformer/switchgears, as installed, shall extend ten (10) feet in front of transformer/switchgear doors and five (5) feet on each side.

Disclaimer

In approving this plat, Public Service Company of New Mexico (PNM) and New Mexico Gas Company (NMGC) did not conduct a Title Search of the properties shown hereon. Consequently, PNM and NMGC do not waive or release any easement or easement rights which may have been granted by prior plat, replat or other document and which are not shown on this plat.

Public Approvals

DEVELOPMENT SERVICES DEPARTMENT
 APPROVED THE 2nd DAY OF May, 2023

BY: *Ln*
 DIRECTOR

CITY CLERK'S CERTIFICATE:

I, *Rebecca A. Martinez*, CITY CLERK OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO DO HEREBY CERTIFY THAT THE PLAT SHOWN HEREON WAS APPROVED ADMINISTRATIVELY BY THE CITY OF RIO RANCHO DEVELOPMENT SERVICES DEPARTMENT ON THE 2nd DAY OF May, 2023

BY: *Rebecca A. Martinez*
 CITY CLERK

TREASURER'S CERTIFICATE: R149900

I, *Jennifer A. Taylor*, TREASURER OF SANDOVAL COUNTY, NEW MEXICO DO HEREBY CERTIFY THAT THE PREVIOUS TEN (10) YEARS PROPERTY TAXES HAVE BEEN PAID IN FULL.

Jennifer A. Taylor 5/9/23
 SANDOVAL COUNTY TREASURER DATE

Filing Information

STATE OF NEW MEXICO }
 COUNTY OF SANDOVAL } SS

THIS INSTRUMENT WAS FILED FOR RECORD ON 2:46 AM PM May 10, 2023
 RECORDED IN VOLUME 3, OF RECORDS OF SAID
 COUNTY, FOLIO 5046

BY: *Monica Archibueque*
 DEPUTY

Summary Plat for Tracts P-1C-A and P-1C-B

Loma Colorado
 Being Comprised of
Tract P-1C
Loma Colorado
 City of Rio Rancho
 Sandoval County, New Mexico
 March 2023

Plat Approvals

THE UTILITY COMPANY SIGNATURES SHOWN HEREON ARE BY AUTHORIZED COMPANY REPRESENTATIVES.

- | | |
|--|-----------------|
| <i>Dan</i> | <u>5/1/2023</u> |
| CITY OF RIO RANCHO | |
| <i>Natalia Antonio</i> | |
| Natalia Antonio (Apr 10, 2023 14:39 MDT) | Apr 10, 2023 |
| QWEST CORPORATION D/B/A CENTURYLINK QC | |
| <i>RJA</i> | |
| PNM ELECTRIC | |
| <i>Pamela C. Stone</i> | |
| Pamela C. Stone (Apr 28, 2023 13:43 MDT) | Apr 28, 2023 |
| NEW MEXICO GAS COMPANY | |
| <i>Anthony Lovato</i> | |
| Anthony Lovato (Apr 19, 2023 09:36 MDT) | Apr 19, 2023 |
| SPARKLIGHT | |

Legal Description

TRACT P-1C OF LOMA COLORADO, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO, ON FEBRUARY 27, 1997, IN VOLUME 3, FOLIO 1584B.

Jurisdiction Certification

I, BRIAN J. MARTINEZ, A NEW MEXICO REGISTERED, PROFESSIONAL, LAND SURVEYOR DO HEREBY AFFIRM THAT THE PROPERTY DESCRIBED DOES LIE WITHIN THE PLATTING AND SUBDIVISION JURISDICTION OF THE CITY OF RIO RANCHO, NEW MEXICO.

B. J. Martinez 4/28/23
 BRIAN J. MARTINEZ
 N.M.R.P.S. No. 18374 DATE



Surveyor's Certificate

I, BRIAN J. MARTINEZ, A REGISTERED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NEW MEXICO, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED BY ME OR UNDER MY SUPERVISION, AND MEETS THE MINIMUM REQUIREMENTS OF MONUMENTATION AND SURVEYS FOR THE CITY OF RIO RANCHO SUBDIVISION ORDINANCE CHAPTER 155, AND IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

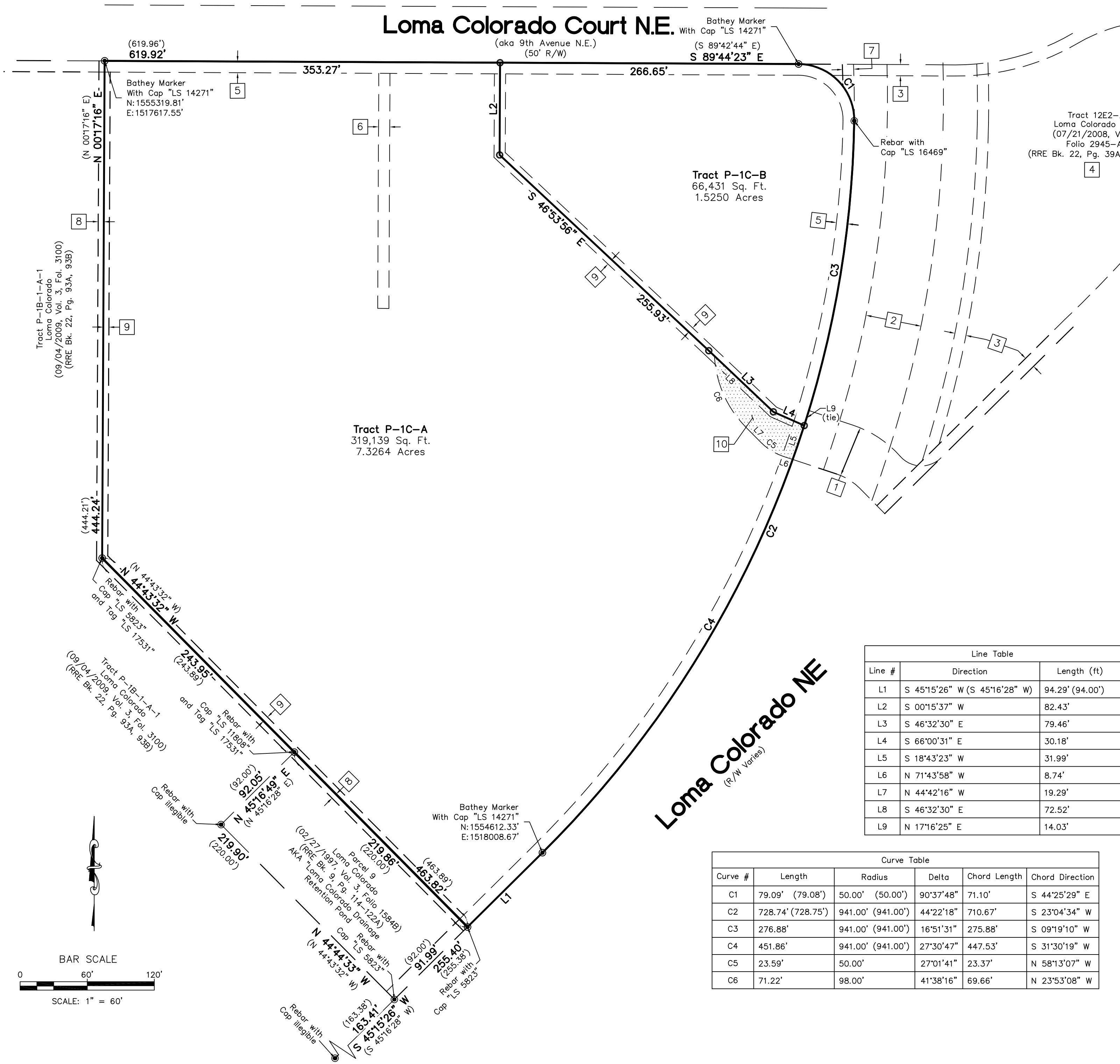
B. J. Martinez 4/28/23
 BRIAN J. MARTINEZ
 N.M.R.P.S. No. 18374 DATE



CSI-CARTESIAN SURVEYS INC.

P.O. BOX 44414 RIO RANCHO, N.M. 87174
 Phone (505) 896-3050 Fax (505) 891-0244
 cartesianbrian@gmail.com

Summary Plat for
**Tracts P-1C-A
 and P-1C-B**
Loma Colorado
 Being Comprised of
Tract P-1C
Loma Colorado
 City of Rio Rancho
 Sandoval County, New Mexico
 March 2023



Easement Notes

- 1 EXISTING PRIVATE ACCESS EASEMENT BENEFITING TRACT P-1C (7/21/2008, VOL. 3, FOL. 2945-A) (RRE BK. 22, PG. 39A AND 39B)
- 2 EXISTING 50' PUBLIC WATER AND SANITARY SEWER EASEMENT (7/21/2008, VOL. 3, FOL. 2945-A) (RRE BK. 22, PG. 39A AND 39B)
- 3 EXISTING 10' P.U.E. (7/21/2008, VOL. 3, FOL. 2945-A) (RRE BK. 22, PG. 39A AND 39B)
- 4 EXISTING PRIVATE DRAINAGE EASEMENT (7/21/2008, VOL. 3, FOL. 2945-A) (RRE BK. 22, PG. 39A AND 39B)
- 5 EXISTING 10' P.U.E. (2/27/1997, VOL. 3, FOL. 1584B) (RRE BK. 9, PG. 114-122A)
- 6 EXISTING 10' PNM AND US WEST COMMUNICATIONS, INC. EASEMENT, SCALED FROM DOCUMENT (7/30/1996, BK. MISC. 354, PG. 390-391, DOC. NO. 3827)
- 7 EXISTING 10' P.U.E. (12/7/2006, VOL. 3, FOL. 2744A) (RRE BK. 20, PG. 22-27)
- 8 EXISTING 5' P.U.E. (2/13/2009, VOL. 3, FOL. 2995B) (RRE BK. 22, PG. 85A, 85B AND 85C)
- 9 5' P.U.E. GRANTED WITH THE FILING OF THIS PLAT
- 10 PRIVATE ACCESS EASEMENT BENEFITING TRACTS P-1C-A AND P-1C-B GRANTED WITH THE FILING OF THIS PLAT. TO BE MAINTAINED BY THE OWNERS OF SAID TRACTS. SHOWN HEREON AS [Symbol]

Line Table		
Line #	Direction	Length (ft)
L1	S 45°15'26" W (S 45°16'28" W)	94.29' (94.00')
L2	S 00°15'37" W	82.43'
L3	S 46°32'30" E	79.46'
L4	S 66°00'31" E	30.18'
L5	S 18°43'23" W	31.99'
L6	N 71°43'58" W	8.74'
L7	N 44°42'16" W	19.29'
L8	S 46°32'30" E	72.52'
L9	N 17°16'25" E	14.03'

Curve Table					
Curve #	Length	Radius	Delta	Chord Length	Chord Direction
C1	79.09' (79.08')	50.00' (50.00')	90°37'48"	71.10'	S 44°25'29" E
C2	728.74' (728.75')	941.00' (941.00')	44°22'18"	710.67'	S 23°04'34" W
C3	276.88'	941.00' (941.00')	16°51'31"	275.88'	S 09°19'10" W
C4	451.86'	941.00' (941.00')	27°30'47"	447.53'	S 31°30'19" W
C5	23.59'	50.00'	27°01'41"	23.37'	N 58°13'07" W
C6	71.22'	98.00'	41°38'16"	69.66'	N 23°53'08" W

Legend

N 90°00'00" E	MEASURED BEARINGS AND DISTANCES
(N 90°00'00" E)	RECORD BEARINGS AND DISTANCES (02/27/1997, VOL. 3, FOLIO 1584B) (RRE BK. 9, PG. 114-122A)
●	FOUND MONUMENT AS INDICATED
○	SET REBAR WITH CAP "LS 18374" UNLESS MARKED OTHERWISE



CITY OF RIO RANCHO
ORDINANCE

ORDINANCE NO. 63

ENACTMENT NO. 06-57

AMENDING THE ZONE MAP

1
2
3 AMENDING THE ZONING DESIGNATION OF THE PROPERTY LEGALLY DESCRIBED
4 AS LOMA COLORADO EAST, TRACTS 1-11, 12A-12E, 13A-13J AND 14-17,
5 GENERALLY LOCATED SOUTH OF PALM RD., NORTH OF HIGH RESORT BLVD.,
6 EAST OF 37TH ST. AND LOMA COLORADO DR., AND WEST OF VISTA HILLS WEST,
7 UNITS 1 AND 3.

8
9 NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF
10 RIO RANCHO:
11

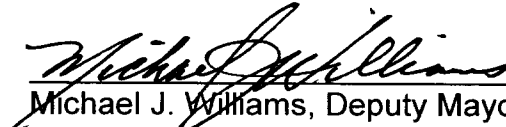
12 **Section 1. PURPOSE.** To change the zoning designation of the property legally
13 described as Loma Colorado East, Tracts 1-11, 12A-12E, 13A-13J and 14-17 from an R-1,
14 Single Family Residential, District and C-1, Retail Commercial, District to a Special
15 Use/Low Density, Single Family Residential District (SU-LD); Special Use/Medium Density
16 Single Family Residential District (SU-MD); Special Use/High Density Single Family
17 Residential District (SU-HD); Special Use/Mixed Use District (SU-MU) and Open Space
18 District (OS) per Exhibit A.
19

20 **Section 2. SPECIAL USE DISTRICT REGULATIONS.** The SU-LD, SU-MD, SU-HD and
21 SU-MU districts shall be regulated as set forth in the *Loma Colorado Districts and*
22 *Standards* handbook (Exhibit B).
23

24 **Section 3. Severability Clause.** If any section, paragraph, clause, or provision of
25 this Ordinance, or any section, paragraph, clause, or provision of any regulation
26 promulgated hereunder shall for any reason be held to be invalid, unlawful, or
27 enforceable, the invalidity, illegality, or unenforceability of such section, paragraph,
28 clause, or provision shall not affect the validity of the remaining portions of this
29 Ordinance or the regulation so challenged.
30

31 **Section 4. Effective Date.** This Ordinance shall become effective ten days after
32 adoption.
33

34 ADOPTED THIS 11TH DAY OF OCTOBER, 2006.
35
36

37
38 
39 Michael J. Williams, Deputy Mayor

40 10/11/06
41 _____
42 Date
43
44

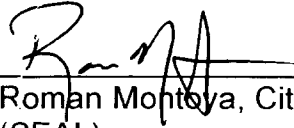
1 ATTEST:

2

3

4 Roman Montoya, City Clerk

5 (SEAL)





RECEIVED
SEP 29 2006
CITY ADMINISTRATION
CITY OF RIO RANCHO

**CITY OF RIO RANCHO
GOVERNING BODY
AGENDA BRIEFING MEMORANDUM**

0-63

REFERENCE: 06-100-00034

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AGENDA DATE: October 11, 2006

DEPARTMENT: Development Services

SUBJECT: Zone Map Amendment (Attachment I including Exhibits A and B)

PURPOSE: The applicant requests approval of a zone map amendment from an R-1, Single Family Residential, District and C-1, Retail Commercial, District to a Special Use/Low Density Single Family Residential District; Special Use/Medium Density Single Family Residential District; Special Use/ High Density Single Family Residential District; Special Use/Mixed Use District, and Open Space District for Loma Colorado East, Tracts 1-11, 12A-12E, 13A-13J, and 14-17, 443.01 acres generally located south of Palm Rd., north of High Resort Blvd., east of 37th St. and Loma Colorado Dr., and west of Vista Hills West, Units 1 and 3.

Applicant: Pulte Homes of New Mexico

Agent: Consensus Planning

BACKGROUND AND ANALYSIS:

The proposed zoning ordinance for Loma Colorado East rezones the 30 tracts created by the Loma Colorado East Final (Bulk) Plat. As outlined in the Loma Colorado Amended Redevelopment Plan, approved May 10th, 2006, four new zoning districts will be established with this zone map amendment: Special Use/Low Density Single Family Residential District; Special Use/Medium Density Single Family Residential District; Special Use/High Density Single Family Residential District; and Special Use/Mixed Use District. These districts will be applied to Tracts 4, 6, 9 and 10, Tracts 1, 5, 8 and 16, Tracts 2, 3, 7, and 15 and Tracts 11, 12A-12E and 13A-13J, respectively. Tracts 14 and 17 will be rezoned OS, Open Space per the City's existing code.

The proposed special use, residential districts permit uses that are similar to those found in the R-1 zone. However, residential care facilities and accessory living quarters are not permitted, and churches are listed as a permitted use, rather than as a conditional use.

1
2 The proposed special use, residential districts also modify lot geometry and
3 design. The lot sizes typically will be a minimum of 70 feet wide by 120 feet deep
4 (8,400 square feet) in the low density single family zone and a minimum of 60 feet
5 wide by 110 feet deep (6,600 square feet) in the medium density single family
6 zone. The front setbacks have been relaxed by 5 to 10 feet to allow staggered
7 homes along the streetscape with a minimum front setback of 15 feet for the
8 building portion of the residence and a minimum front setback of 20 feet for the
9 garage. The smallest lot area allowed will be 4,725 square feet, as permitted in
10 the Special Use/High Density Residential District. Height and parking
11 requirements generally conform to the City's existing code, and landscaping
12 requirements are addressed by the design guidelines in the *Loma Colorado*
13 *Amended Redevelopment Plan*.

14
15 The special use, mixed use district allows a combination of commercial and
16 residential uses. This district will permit townhomes/condos (capped at a
17 maximum of 24 units per acre) and all permitted and conditional uses allowed in
18 the C-1 Retail Commercial District, with the exception of adults-only
19 bookstores/motion picture theatres, adult entertainment centers, massage parlors
20 and saunas. Gasoline service stations, temporary model homes/sales offices and
21 private schools, which typically require conditional use permits, are listed as
22 permitted uses in this district. In addition to all of the uses allowed in the special
23 use, mixed use zone, industrial, manufacturing and warehousing uses are also
24 permitted on Tracts 13I and 13J, which are located on the west side of 40th Street,
25 about 400 feet south of Palm Road.

26
27 The setback requirements of the mixed use district essentially match the C-1
28 District standards, but also include additional setbacks for parking areas. The
29 maximum permitted height is 55 feet with an additional five feet for non-habitable
30 architectural embellishments. Parking standards generally conform to the City's
31 existing code, and landscaping and signage requirements are addressed by the
32 design guidelines in the *Loma Colorado Amended Redevelopment Plan*. All
33 proposed development in the mixed use district will require site plan review and
34 approval by the Planning and Zoning Board prior to the issuance of construction
35 permits on these sites.

36
37 For a complete overview of each proposed zoning district, please see the *Loma*
38 *Colorado Zone Districts and Standards* (Attachment I, Exhibit B).

39
40 In the larger context, the proposed zoning districts respect surrounding land
41 use/zoning patterns. The mixed use tracts front Northern Blvd., 40th St. and Loma
42 Colorado Dr.— three arterial streets best suited to support more intensive uses.
43 The highest residential densities are in the vicinity of Rio Rancho High School and
44 Loma Colorado Dr. Finally, the boundary with Vista Hills West and the Montoyas
45 Arroyo is lined with open space and low-medium density neighborhoods that
46 should be compatible and in character with the surrounding, existing residential
47 development.

1 Approval of the zone map amendment will also benefit the City in two primary
2 ways. First, it will permit more intensive residential and commercial infill
3 development adjacent to an important civic area. Second, the addition of
4 commercial property at key intersections will promote the generation and
5 retention of gross receipts taxes.
6

7 **NOTIFICATIONS:**

8 Property owners within 300 feet of the Loma Colorado Redevelopment Area were
9 notified of this hearing by First Class Mail on September 26, 2006. Development
10 Services staff posted a legal in the *Albuquerque Journal* on September 25, 2006.
11 All notification requirements for this hearing have been met.
12

13 **FINDINGS OF CONFORMANCE WITH CITY PLANS, POLICIES &**
14 **REGULATIONS:**

15
16 **A. CONFORMANCE WITH THE CITY ZONING ORDINANCE**

17 The City Zoning Ordinance Section 150.07 (A) requires that an
18 applicant file a request for a zone map amendment through the City
19 Planning & Zoning Board when a change in zoning designation is
20 sought.

21 **FINDING:** This application fulfills this requirement. **CONFORMS**
22

23 **B. CONFORMANCE WITH THE CITY COMPREHENSIVE PLAN**

24 Vision 2020-ICP implementation considers that all development
25 proposals be evaluated based on its level of conformance with the
26 Vision 2020-ICP's *Principles, Policies and Actions*. The zone map
27 amendment is in conformance with the Loma Colorado Amended
28 Redevelopment Plan and the Principles, Policies and Actions
29 recommended by the Vision 2020-ICP.
30

31 ***Applicable Principles and Policies include:***

- 32 • The City of Rio Rancho shall develop as an independent, self-
33 sustaining community. Growth nodes are designated to capture
34 a significant share of the City's future jobs and housing. (p.
35 5.1.4)
- 36 • Comprehensive master planning should assure compatible land
37 uses, encourage development guidelines according to
38 predetermined design and amenity standards, coordinate land
39 uses with transportation systems, control development phasing,
40 and assure installation of adequate infrastructure. (p. 5.1.5)
- 41 • Encourage infill development of all undeveloped areas within the
42 municipal corporate boundary, particularly where vacant land
43 has immediate access to utilities. (p. 5.1.12)
- 44 • Redevelopment and infill development shall be promoted to
45 increase the economic viability of areas where utilities are
46 readily available. (p. 5.8.3).
47

1 In addition to land use, the following *Principles and Policies* contained
2 in the City of Rio Rancho's Vision 2020 Integrated Comprehensive Plan
3 are applicable to this application. Conformance with such are reviewed
4 via the zone map amendment process and would be further reviewed
5 via the subdivision and/or building permit process.

- 6 i. Urban Design
- 7 ii. Transportation and Circulation
- 8 iii. Infrastructure and Capital Facilities
- 9 iv. Environmental sustainability
- 10 v. Housing
- 11 vi. Community Services and Public Facilities
- 12 vii. Economic Development

13
14 **FINDING:** The Special Use Residential Zones, the Special Use Mixed
15 Use Zone, and the Open Space Zone proposed by the Loma Colorado
16 zone map amendment conform to the Principles, Policies and Actions
17 recommended by the Vision 2020-ICP and the Loma Colorado
18 Amended Redevelopment Plan. **CONFORMS**

19
20 **ALTERNATIVES:**

21 The Governing Body may:

- 22 A. Approve the zone map amendment;
- 23 B. Deny the zone map amendment;
- 24 C. Postpone its decision to allow for further review and consideration.

25
26 **DEPARTMENT RECOMMENDATION:**

27 Development Services Department recommends approval of the zone map
28 amendment.

29
30 **General Findings:**

- 31 A. The Governing Body has jurisdiction over this matter.
- 32 B. Property owners may apply for a zone map amendment.
- 33 C. The property owners and applicants received written notice and were
34 allowed comment at public hearing

35
36 **Specific Findings:**

- 37 A. The proposed zone map amendment conforms to the *Amended Loma*
38 *Colorado Redevelopment Plan's* proposed land use and zoning
39 recommendations.
- 40 B. The proposed zone map amendment conforms to the surrounding
41 zoning/land use patterns.
- 42 C. The proposed zone map amendment will provide residential and commercial
43 infill adjacent to an important civic area of Rio Rancho.
- 44 D. The proposed zone map amendment will contribute to the generation and
45 retention of gross receipts tax revenue.

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REVIEWED BY:

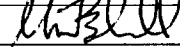
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|---|---|
| <input type="checkbox"/> City Attorney | <input checked="" type="checkbox"/> Cultural Enrichment |
| <input checked="" type="checkbox"/> Development Services | <input type="checkbox"/> Fiscal Services |
| <input checked="" type="checkbox"/> Public Infrastructure | <input checked="" type="checkbox"/> Public Safety |
| <input checked="" type="checkbox"/> Rio Rancho Public Schools | <input checked="" type="checkbox"/> SSCAFCA |


OTHER DEPARTMENTS/DIVISIONS RECOMMENDATIONS:


Other City departments will review any development via subdivision and/or site plan review phases.

PLANNING AND ZONING BOARD RECOMMENDATION:

At its regularly scheduled meeting held on September 26, 2006, the Planning and Zoning Board recommended approval by a vote of 5-0. Please see the attached minutes for a detailed summary of this recommendation.

PREPARED BY: Grant Brodehl  DATE: 9/29/06

DEPARTMENT DIRECTOR:  DATE: 9/29/06

CITY MANAGER:  DATE: 10-02-06

- ATTACHMENT I: Proposed zoning ordinance
 Exhibit A: *Loma Colorado East Zoning Table*
 Exhibit B: *Loma Colorado Zone Districts and Standards handbook*
- ATTACHMENT II: Draft copy of the minutes to the September 26, 2006 Planning and Zoning Board hearing

Loma Colorado East Zoning Table

Tract	Previous Zoning Designation	New Zoning Designation	Acreage
1	R-1	SU-MD	33.71
2	R-1	SU-HD	5.64
3	R-1	SU-HD	9.59
4	R-1	SU-LD	38.47
5	R-1	SU-MD	35.93
6	R-1	SU-LD	27.24
7	R-1	SU-HD	17.89
8	R-1	SU-MD	42.76
9	R-1	SU-LD	35.05
10	R-1	SU-LD	47.55
11	R-1, C-1	SU-MU	11.88
12A	R-1	SU-MU	1.92
12B	R-1	SU-MU	2.09
12C	R-1, C-1	SU-MU	3.87
12D	R-1, C-1	SU-MU	4.32
12E	R-1, C-1	SU-MU	9.42
13A	R-1, C-1	SU-MU	4.52
13B	R-1	SU-MU	10.45
13C	R-1	SU-MU	1.89
13D	R-1	SU-MU	1.90
13E	R-1	SU-MU	1.90
13F	R-1	SU-MU	1.89
13G	R-1	SU-MU	11.41
13H	R-1	SU-MU	6.89
13I	R-1	SU-MU	3.92
13J	R-1	SU-MU	1.51
14	R-1	OS	20.49
15	R-1	SU-HD	4.23
16	R-1	SU-MD	3.18
17	R-1	OS	26.33

PLANNING & ZONING BOARD
September 26, 2006

DRAFT MINUTES

BOARD MEMBERS

Karl Wiese, At Large
Flint Ogden, District 1
John Paulson, District 4
Pat D'Arco, District 5

Mark Werkmeister, District 2
Todd Rastorfer, District 6
Ed Burkauskas, District 3

ZONE MAP AMENDMENT: The applicant requests a recommendation of approval to the Governing Body for a zone map amendment from an R-1, Single Family Residential, District and C-1, Retail Commercial, District to a Special Use, Low Density Single Family Residential, District; Special Use, Medium Density Single Family Residential, District; Special Use, High Density Single Family Residential, District; Special Use, Mixed Use, District and Open Space District for Loma Colorado East Tracts 1-11, 12A-12E, 13A-13J, and 14-17, 443.01 acres generally located south of Palm Rd., north of High Resort Blvd., east of 37th St. and Loma Colorado Dr., and west of Vista Hills West, Units 1 and 3.

Case #: 06-100-00034

Applicant: Pulte Homes of New Mexico, Inc.

Agent: Consensus Planning, Inc.

Staff Contact: Grant Brodehl

Staff Recommendation: Approval

Grant Brodehl, Staff, stated there are five zones being proposed for Loma Colorado. The most basic zone is open space, which is being applied to Tracts 14 and 17. He stated Tract 17 is the proposed sportsplex dam that SSCAFCA is constructing. He explained that the open space code permits drainage facilities and road rights-of-ways.

He continued by stating that there are three residential zones; Special Use/ Low Density, Special Use/Medium Density and Special Use/ High Density. He outlined that the three zones restrict a few uses permitted in the City's existing residential zones and incorporate lot dimensions that vary from, but are similar to, the R-1, R-2 and R-4 zones.

Mr. Brodehl stated that there will also be front and garage setback variations permitted in these three zones to allow homes to be staggered along the streetscape as described in the *Loma Colorado Amended Redevelopment Plan*.

Mr. Brodehl stated the Special Use/Mixed Lots, specifically Tracts 11, 12A through 12E and Tracts 13A through 13J will be largely committed to retail commercial uses. He added that apartments and rental residential facilities are not a permitted use in the Special Use/Mixed Use zone; rather, town homes and condominiums are the only residential uses permitted. Mr. Brodehl stated that all development in the Special

Use/Mixed Use zone will require site plan review and approval before the Planning and Zoning Board.

He concluded by stating that many of the residential tracts will include an open space component which is a permitted use in the three proposed special use/residential zones.

Karen Marcotte, Consensus Planning, stated the proposed zoning districts were all approved per the *Loma Colorado Amended Redevelopment Plan*.

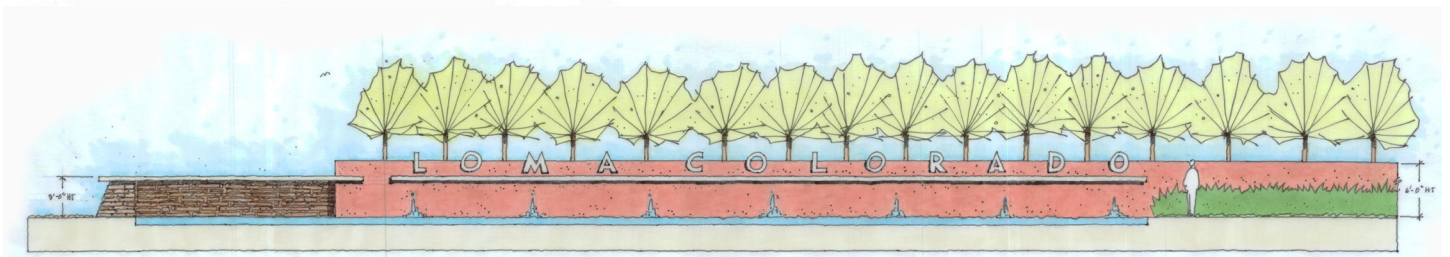
[Note: During a previous action item regarding Loma Colorado, Mr. Sultan Rahime, owner of Unit 13, Block 92, Lots 2, 4 and 8, protested to the Planning and Zoning Board that the City of Rio Rancho/Pulte Homes of New Mexico had no right to enter his property and that he did not receive proper notification. Mr. Brodehl stated that, to the best of his knowledge, the City of Rio Rancho/Pulte Homes of New Mexico had already acquired right-of-entry to his property and that he did not receive notification for this reason. Also, during a previous action item, Mr. Fred Shinoski, residing at 901 Riva Ct., asked if there would be apartments in the mixed use zone on Tract 11 adjacent to the lots on 9th Ave. and Riva Ct. in Vista Hills West Unit 3. During the zoning discussion, Mr. Brodehl stated that apartments were not permitted in the Special Use/Mixed Use zone.]

PUBLIC COMMENT: None

MOTION PZB092606-5A: COMMISSIONER BURKAUSKAS MOVED TO RECOMMEND APPROVAL TO THE GOVERNING BODY A ZONE MAP AMENDMENT FROM AN R-1, SINGLE FAMILY RESIDENTIAL, DISTRICT AND C-1, RETAIL COMMERCIAL, DISTRICT TO A SPECIAL USE, LOW DENSITY SINGLE FAMILY RESIDENTIAL, DISTRICT; SPECIAL USE, MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL, DISTRICT; SPECIAL USE, HIGH DENSITY SINGLE FAMILY RESIDENTIAL, DISTRICT; SPECIAL USE, MIXED USE, DISTRICT AND OPEN SPACE DISTRICT FOR LOMA COLORADO EAST TRACTS 1-11, 12A-12E, 13A-13J, AND 14-17, 443.01 ACRES GENERALLY LOCATED SOUTH OF PALM RD., NORTH OF HIGH RESORT BLVD., EAST OF 37TH ST. AND LOMA COLORADO DR., AND WEST OF VISTA HILLS WEST, UNITS 1 AND 3. SECONDED BY COMMISSIONER WERKMEISTER.

MOTION PZB092606-5A VOTE: MOTION CARRIED BY A VOTE OF 5 - 0 COMMISSIONERS WIESE AND PAULSON WERE ABSENT

LOMA COLORADO REDEVELOPMENT PLAN



Prepared For:
Pulte Homes of New Mexico

Prepared By:
RVi
Consensus Planning, Inc.
Bohannon Huston, Inc.

February 2012, as Amended



CITY OF RIO RANCHO
RESOLUTION

RESOLUTION NO. 14

ENACTMENT NO. 12-014

1 **APPROVING AN AMENDMENT TO THE LOMA COLORADO REDEVELOPMENT**
2 **MASTER PLAN AND ZONE DISTRICTS STANDARDS DOCUMENT.**
3

4 **WHEREAS:** the State of New Mexico has granted the City of Rio Rancho the power,
5 authority, jurisdiction and duty to enforce and carry out the provisions of law
6 relating to planning, platting, and zoning pursuant to 3-19-1, NMSA, 1978;
7 and
8

9 **WHEREAS:** the Governing Body of the City of Rio Rancho has adopted a Comprehensive
10 Plan that addresses land use in master planned communities via master
11 plans; and
12

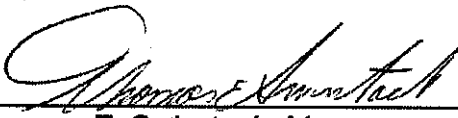
13 **WHEREAS:** the Loma Colorado Redevelopment Master Plan and Zone Districts
14 Standards Document was adopted to guide land use in the Loma Colorado
15 Master Planned Community; and
16

17 **WHEREAS:** the Governing Body of the City of Rio Rancho has reviewed the proposed
18 amendment to the Loma Colorado Redevelopment Master Plan and Zone
19 Districts Standards Document, and recommends its approval as being in
20 conformance with the City of Rio Rancho Comprehensive Plan.
21

22 **NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF**
23 **RIO RANCHO:**
24

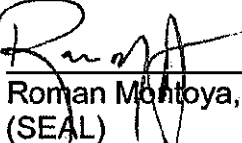
25 That the Governing Body hereby approves the amendment to the Loma Colorado
26 Redevelopment Master Plan and Zone Districts Standards Document attached hereto and
27 hereby adopts the Amended Loma Colorado Redevelopment Master Plan and Zone
28 Districts Standards Document as contained within the attached Exhibit I and Exhibit II.
29

30 ADOPTED THIS 22ND DAY OF FEBRUARY, 2012.
31

32 
33 _____
34 Thomas E. Swisstack, Mayor
35

36 7/26/12
37 _____
38 Date
39

40 ATTEST:
41

42 
43 _____
44 Roman Montoya, City Clerk
45 (SEAL)



**BEFORE THE GOVERNING BODY
OF THE
CITY OF RIO RANCHO, NEW MEXICO
FINDINGS OF FACT**

In the Matter of:
Master Plan Amendment # 11-410-00003

APPROVING AN AMENDMENT TO THE LOMA COLORADO REDEVELOPMENT MASTER PLAN AND ZONE DISTRICTS STANDARDS DOCUMENT.

Applicant: Pulte Homes of New Mexico, Inc.

THIS MATTER having come before the Governing Body on this 22th day of February, 2012, the Governing Body having taken evidence and considered the merits;

THE GOVERNING BODY HEREBY FINDS:

GENERAL FINDINGS:

1. The Governing Body has jurisdiction over the applicant's request for a Master Plan Amendment and proper notice of the hearing of this matter was given.
2. The property owner has authority to make application for a Master Plan Amendment.
3. The applicant and adjacent property owners received due process, as proper notice and a full opportunity to present views were given.

SPECIFIC FINDINGS IN SUPPORT OF THE GENERAL FINDINGS INCLUDE:

1. The proposed amendments to the Loma Colorado Redevelopment Master Plan are consistent with *City of Rio Rancho Comprehensive Plan (CCP)* with respect to promoting infill development; gross receipts tax revenue, community health and open space.
2. The amendment to Tract 10 results in a decrease of 2.8 acres of the northern boundary. The 2.8 acre portion will be incorporated into Tract 11 by summary plat.
3. Tract 11 will be replatted into two tracts; Tract 11A (12.1 acre for development of the Continuum of Care facility and Tract 11B (2.5 acre for the drainage pond).
4. The text amendment pertaining to Tract 11 permitting nursing care, assisted living, transitional living facilities and similar institutions, on ±12 acres instead of 6 acres, furthers the CCP's Goal PH-3: Promote a variety of housing types to meet the needs of all members of the community.
5. The before-mentioned uses are currently permissive in the SU/MU zone.
6. Expanding the allowable use for lifelong senior care to all of Tract 11 is advantageous to the City as it will facilitate the development of a high quality senior care facility.
7. Construction of the proposed development will generate substantial tax revenue and construction jobs.
8. The proposed facility will employ approximately 100 professional level jobs in the city may boost the development of adjacent retail activity for the service retail needs of the residents; and will provide an attractive neighbor to the adjacent single family area.
9. The proposed use will not increase the demand on the local services such as parks and schools.
10. The westerly 6 acres of Tract 12 will be developed with two additional levels of design standards.
 - a) The Plan currently allows one multi-family development on the westerly 6 acres of Tract 12; the amendment being proposed for the site is: The addition of a "Usable Recreation Space" criteria for the development of onsite recreation space, and
 - b) The addition of a second set of design standards that apply only to this site.
11. The inclusion of the "Usable Recreation Space" standards will minimize the impacts of any future multi-family development on nearby recreational sites.

Therefore; the Governing Body hereby approves the amendments to the Loma Colorado Redevelopment Master Plan and Zone Districts Standards Document and hereby adopts the Amended Loma Colorado Redevelopment Master Plan and Zone Districts Standards Document, as evidenced by the adoption of Resolution No. 14, Enactment No.12-014 by the Governing Body of the City of Rio Rancho on February 22, 2012, subject to the conditions, restrictions and stipulations therein.

2/26/12
Date


Mayor, Thomas E. Swisstack

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SECTION 1: INTRODUCTION

A. PROJECT SUMMARY

The purpose of this Redevelopment Plan is to provide a land use framework and development guidance for the Loma Colorado area, a growing and dynamic area, located within the City of Rio Rancho. The Loma Colorado area has been approved as a redevelopment area. The Loma Colorado area is located south of Northern Boulevard, and east of Loma Colorado Boulevard. It is a developing activity node adjacent to Rio Rancho High School.

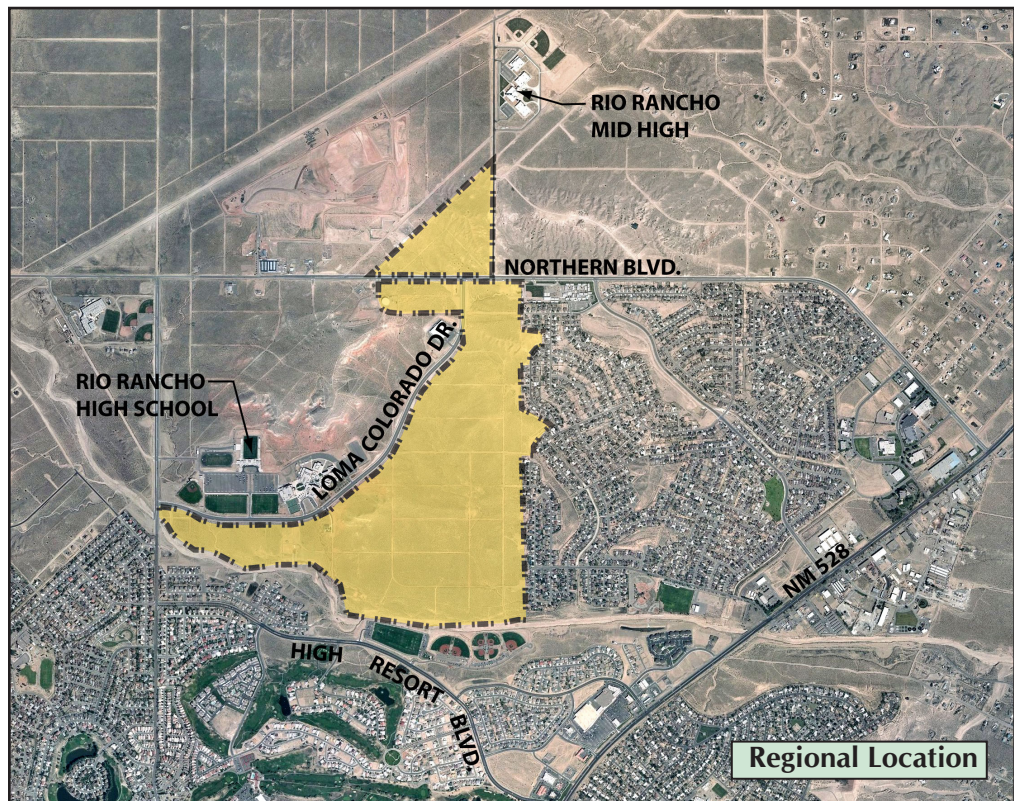
The Loma Colorado Redevelopment Plan boundaries consist of a total of 442 acres. It is anticipated that at full build out, Loma Colorado will contain approximately 1,100 dwelling units with a gross overall density of 4.0 dwelling units/acre. In addition to the residential areas, the Redevelopment Plan will also show areas for mixed use development, which will allow for office, industrial, commercial, and high density residential development.

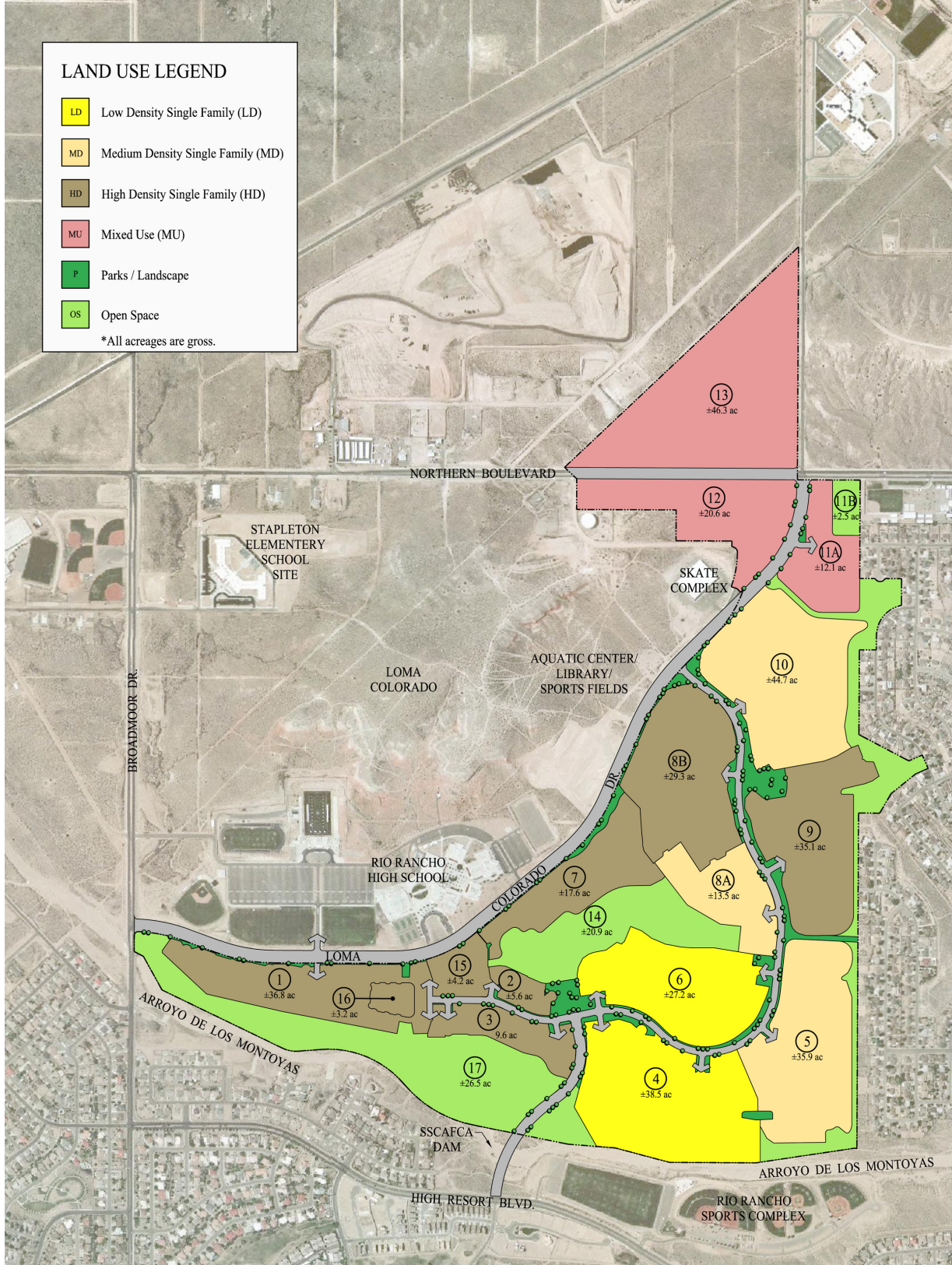
1. Key Highlights of the Loma Colorado Redevelopment Plan

This Redevelopment Plan provides the overall framework to guide future development. Key highlights and details of the Redevelopment Plan include:

- Loma Colorado is a self-sufficient mixed use development providing commercial development and employment, housing, and local amenities for the residents of the community;
- The Redevelopment Plan contains a designation of land uses, anticipated densities and permissive uses for the land use categories (including community facilities such as parks, schools, and open spaces), and a generalized phasing plan for development;
- Loma Colorado has been designed to work with existing and planned public buildings;
- Open space and pedestrian connectivity are the backbone of Loma Colorado. This is accomplished through a comprehensive network of trails, large open spaces, and arroyo crossings;
- Pedestrian connectivity extends out to meet local points of interests and activities such as Rio Rancho High School, the Rio Rancho Sports Complex, the proposed mixed-use activity center, the new library, the aquatic center, regional trails, and each adjacent residential community;
- There are design guidelines to provide an overview of design elements for Loma Colorado as it develops in the future;
- Loma Colorado has been planned to adhere to the Vision 2020 Integrated Comprehensive Plan by creating a Mixed-Use Activity Center that allows people to live, work, and play all within walking distance;

- Loma Colorado has been planned with an eye to the future. Its infrastructure takes into account the City's projected growth and traffic volumes and will help to improve traffic flow in the adjacent area with the redevelopment of existing roads.
- Pulte will be using a wide mixture of densities and pulling from their 2,500 different floor plans and elevations to create a unique and interesting community where people will want to live.
- The Redevelopment Plan contains a water plan for Loma Colorado that addresses both quality and quantity issues;
- Another section in this Redevelopment Plan consists of a wastewater master plan for Loma Colorado;
- The Transportation Plan included as a section within this Redevelopment Plan addresses both internal and external access issues; and
- An overall drainage plan has been prepared that addresses existing and future conditions of the area.





Loma Colorado Land Use Plan

Bohannon & Huston

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ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES



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Land Use Mix

The land use for Loma Colorado is a mix containing various residential densities, commercial/retail areas, public uses and open spaces. The following table summarizes the land use mix for Loma Colorado.

Loma Colorado Land Use Table				
Use	Acreage*	%	Density	Approx. # of Units
Single Family Residential*				
Low Density	55.1	12%	3.2	181
Medium Density	74.3	17%	4.5	352
High Density***	107.0	24%	5.3	567
TOTAL*	239.2	53%	4.5	1,100
Non-Residential				
Mixed-Use (Office, Commercial, Industrial, Multi-Family)	79.1	18%	Floor Area Ratio = 0.2 32 du/ac	*Multi-Family restricted to maximum of 6 acres in Tract 12
Major Rights-of-Way	15.0	3%	-	-
Parks, Open Space, Trails, Levees, Wells*	107.3	25%	-	-
Seminary**	4.2	.05%	-	-
TOTAL	202.8	47%	-	-
GRAND TOTAL	442	-	-	1,100

*Residential acreage is net in platted subdivisions, excluding platted tracts for parks, landscape, open space, and major rights-of-way. However, additional open space and landscape tracts remain internal to unplatted parcels. Once platted, this will decrease net residential acreage and increase open space acreage. Senior Continuum of Care Facilities are located on Tract 11A.

** Seminary (Tract 15) is part of the redevelopment area, but not part of the area being developed by Pulte Homes.

*** Tract 16 includes open space and well sites in addition to HD residential lots.

The total area of land zoned for single-family residential use is 239.2 acres (net) and accounts for 54% of the Redevelopment Plan area. The Land Use Plan on the previous page also shows a network of parks and open space that provides connectivity throughout the community and links residential areas to commercial/retail areas. Mixed use areas that will be a mix of commercial, industrial and/or high density residential uses are shown in the northern area at the intersection of Loma Colorado Drive and Northern Boulevard.

B. EXISTING CONDITIONS AT LOMA COLORADO

1. Transportation System

Loma Colorado is accessed from Northern Boulevard, an existing principal arterial as defined by the Mid-Region Council of Governments Long Range Roadway System Plan. The other two access points include Loma Colorado Drive and High Resort Boulevard, both of which are classified as minor arterials. Both Northern Boulevard and Loma Colorado Drive have existing bike trails within the right-of-way.

2. Rio Rancho High School Activity Center

Rio Rancho High School is located on the west side of Loma Colorado Drive. Stapleton Elementary School is located to the northwest, south of Northern Boulevard. An aquatic center/library/sports complex is located to the northeast of Rio Rancho High School.

3. Natural Features

The Montoyas Arroyo, which is planned as an open space corridor according to the Vision 2020 Integrated Comprehensive Plan, forms the southern boundary of the Redevelopment Plan. The Montoyas Arroyo Open Space Corridor is intended to be a significant corridor that links one part of the City to the other. The arroyo provides trail opportunities for pedestrian, bicycle, and other non-motorized modes of transportation.

C. DESIGNATION OF LOMA COLORADO AS A REDEVELOPMENT AREA

1. Overview of the Loma Colorado Metropolitan Redevelopment Plan

The Loma Colorado Area has been approved for future redevelopment under a Redevelopment Plan. Unit 13 was declared blighted after a Blighted Condition Study was prepared, which then authorized the City to classify the Loma Colorado area as a Redevelopment Area. The Blighted Condition Study reached the following conclusions:

- Unit 13 contains an inadequate street layout which does not meet current right-of-way standards or respect the need to reduce traffic on residential streets;
- Unit 13 contains faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- Unit 13's diversity of ownership effectively retards the provision of infrastructure consistent with current City of Rio Rancho ordinances and the orderly development of the Redevelopment Area;
- There is improper subdivision with respect to current development standards; and
- Unit 13 contains obsolete planning and platting, which inadequately provides for cultural, educational, and recreational sites.

In essence, conditions found in Unit 13 and the Loma Colorado area were determined to be detrimental to sound, well planned growth and the economic health of the City of Rio Rancho. As a result, the City declared Unit 13 a Redevelopment Area. The declaration of the Loma Colorado area as blighted led to the City of Rio Rancho adopting the Loma Colorado Redevelopment Plan.

D. CONFORMANCE OF THE LOMA COLORADO REDEVELOPMENT PLAN TO THE VISION 2020 ICP

The Loma Colorado Redevelopment Plan adheres to the City of Rio Rancho's Vision 2020 Integrated Comprehensive Plan (2020 ICP). Within the 2020 ICP, the principles, policies, and action statements for the City of Rio Rancho provide general development guidelines to which all community development must adhere. The 2020 ICP is organized around eight fundamental principles or areas of concern to development in the community. These categories are:

- Land Use-Fiscal Analysis
- Urban Design
- Transportation and Circulation
- Infrastructure and Capital Facilities
- Environmental Sustainability
- Housing
- Community Services and Public Facilities
- Economic Development

Within each of these eight principles, the 2020 ICP lists specific policies and actions that are seen as desired outcomes for future development in the City. The Loma Colorado Redevelopment Plan helps to implement several of these policies. A brief summary of how the Loma Colorado Redevelopment Plan meets the overall principle and intent of these policies and action statements is described below:

1. Land Use-Fiscal Analysis

The mixed-use nature of the Loma Colorado Redevelopment Plan is intended to create a land use pattern that is efficient and fiscally sound for the City of Rio Rancho. The 2020 ICP identifies the Loma Colorado area as a growth node, which is defined as:

“master planned development area under single or unified management for phased, self sustaining development that includes an appropriately-scaled Activity Center serving residential development at ICP-indicated average densities”

The intent of this principle is to ensure a land use pattern that offers a diversity of housing, while maximizing commercial and employment opportunities, and offering open space for the enjoyment of residents. The land use concept for the Loma Colorado Redevelopment Plan accomplishes the intent of the principle and definition by including a variety of residential densities that are served by appropriately scaled mixed-use areas containing commercial and office uses. Specifically, the Redevelopment Plan implements this principle in several ways:

First, it allows for the development of land within the existing Rio Rancho municipal boundaries, thus representing infill, a primary desire of the City. Loma Colorado is already a major activity center, given the fact that Rio Rancho High School is located just outside of the Redevelopment Plan boundaries. The devel-

opment of Loma Colorado reinforces the growth node idea by further diversifying the land use mix.

The location of the school, parks, and open space in relation to the residential and mixed-use components creates a series of vibrant and distinct neighborhoods that implements the City of Rio Rancho's Land Use Principle, as identified in the 2020 ICP. It is conceivable that people living in the neighborhoods created in Loma Colorado could find employment in the mixed-use areas, Rio Rancho High School, or some of the other areas located in close proximity. The trail system and internal road network provides connectivity throughout the Loma Colorado Redevelopment Plan and to Rio Rancho High School and the commercial sites as well.

The Redevelopment Plan also recognizes the importance of land use planning on fiscal policy. The commercial development allowed in the Mixed Use areas will generate significant gross receipts tax revenues to the City. The mid-to-high housing prices will increase the property tax base and help expand the bonding capacity for both the City and the Rio Rancho School District.

2. Urban Design

The Loma Colorado Redevelopment Plan furthers the intent of the City of Rio Rancho by proposing infill development in an identified growth node as designated by The Urban Design Framework in the 2020 ICP. A growth node is defined as a Redevelopment Plan development area under a single or unified management. In addition to promoting infill development, this submittal implements the growth node concept. Another critical component of the Urban Design Framework is to establish guidance as to the nature of development, essentially the "look and feel" of the community. It also shows an open space/multi-use trail along the Arroyo de los Montoyas as well as trails connecting all the neighborhoods with parks and local public facilities. The Loma Colorado Redevelopment Plan is consistent with the intent of the Urban Design Principle by including overall design guidelines for the site, a unified streetscape and signage program, attractive entries, neighborhood amenities such as pocket parks, and the overall connectivity of the community itself.

3. Transportation and Circulation

The intent of the Transportation and Circulation Principle is to establish a long-range transportation network of sufficient capacity to meet local and regional circulation needs while providing a balanced circulation system. The Vision 2020 ICP Existing and Proposed Roadways Plan and the Mid-Region Council of Governments Long Range Roadway System Map shows Loma Colorado Drive as a minor arterial and Northern Boulevard as a Principal Arterial. Both Loma Colorado Drive and Northern Boulevard are designated as such and constructed. A Transportation and Circulation Plan and summary are provided as a section of this Redevelopment Plan.

4. Infrastructure and Capital Facilities

The Infrastructure and Capital Facilities Principle consists of three elements; the drainage system, the wastewater system, and water system. This Redevelopment

Plan also addresses water-reuse and transportation infrastructure. As part of this Loma Colorado Redevelopment Plan, there are sections that are devoted to the Potable Water System, Wastewater System, Transportation System, Water Reuse, and the Drainage System. These sections show conformance with the guiding principles found for each element.

5. Environmental Sustainability

The Environmental Sustainability Principle was created to achieve a balance between the built and natural environment. Loma Colorado has provided this balance through an extensive open space and trail network that follows the hills and arroyos of the site. This mixed-use pedestrian-friendly community is designed to be carefully sited within the natural environment of the area. Landscaping will be designed around xeriscaping principles, and joint use of drainage and recreational facilities is being promoted. Additionally, a water re-use plan has been prepared for Loma Colorado.

6. Housing

A variety of housing types, lot sizes, and price ranges will be included within the Loma Colorado residential areas. Homebuyers will include families, singles, seniors, couples, empty-nesters, and people of all income levels. Each neighborhood will have a unique feel but will be part of a unified design for the overall community. All of the housing areas will be connected to the rest of the community by a trail network. Pulte Homes has a sophisticated target consumer group research program that clearly identifies what homebuyers are looking for in their homes and neighborhoods. Their market research allows them to build precise products desired by consumers. Since Pulte is both the developer and home-builder at Loma Colorado, they can ensure that a diversity of products are built that target different groups of homebuyers, while still maintaining the high-level of quality expected in a master planned community.

7. Community Services and Public Facilities

The Loma Colorado Redevelopment Plan recognizes that community services and public facilities are integral to the development of a sustainable community. The Redevelopment Plan shows several parks that are linked by a trail network. Adjacent areas include schools, a library, an aquatic center, City wells, regional park facilities, and other community services.

8. Economic Development

The commercial uses designated by the Loma Colorado Redevelopment Plan will generate substantial revenue for the City of Rio Rancho as well as offer convenient opportunities for future employment and shopping for City residents. By designating mixed-use commercial areas in Loma Colorado, the Redevelopment Plan achieves and implements several policies found within the Vision 2020 ICP. Policies relating to capturing gross receipts taxes, attracting quality jobs, and developing an independent, self sustaining community are met by the commercial and industrial component within the mixed-use areas of the Loma Colorado Redevelopment Plan. In addition, housing has contributed significantly to Rio Rancho's growth and prosperity over the past few years and serves to attract new retailers and employers. New employers want to know that an adequate housing

supply will be available for their employees when they select sites for new office and industrial facilities. The Redevelopment Plan will reassure new employers by allowing the development of a mix of quality housing.



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SECTION 2: LAND USE AND ZONING

A. INTRODUCTION

The intent of the Redevelopment Plan is to provide for a variety of land uses, neighborhood types, and housing choices. Residential uses are supported by mixed-use, commercial, and industrial development and include a network of open space, trails, and a park system.

B. PROPOSED LAND USE

1. Zoning

Zoning for Loma Colorado was adopted by the City of Rio Rancho. The zoning designation of SU (Special Use) was applied to the various land uses to allow the City and Developer to develop the site in accordance with this Redevelopment Plan.

2. Land Uses

The following land uses correspond to those depicted on the Land Use Plan:

a. Low Density Single-Family (LD)

The Low Density Single Family (LD) residential area encumbers 55.1 acres of land within the Loma Colorado Redevelopment area. There are two areas of LD within the Loma Colorado Redevelopment Plan. The LD areas are located on the southern boundary of the Loma Colorado boundaries and the Arroyo de los Montoyas. Approximately 181 units are intended to be developed under the LD designation. The net density for LD areas is 3.2 DU/Acre.

i. Permissive Uses

- One single family dwelling unit per lot;
- Accessory uses and structures such as detached garages, workshops, tool sheds, and greenhouses;
- Noncommercial gardens, swimming pools, tennis courts;
- Parks, open space, public utilities and facilities;
- Home occupations;
- Churches and other religious facilities with a height not to exceed 35 feet, except for steeples that may not exceed 72 feet;
- Construction trailers;
- Temporary, emergency, construction, and repair residences
- Family day care home with capacity of six or less;
- Second kitchen; and
- Single family dwelling unit or manufactured/modular unit may be used as a model home or sales office;

ii. Conditional Uses

- Hospitals and private institutions of an educational nature;
- Recreation parks;

- Family day care home with a capacity of 7 or more; and
- Hobby breeders.

iii. Lot Standards/Setbacks

Front Yard Setback

15' to the front of the house

20' to garage

Side Yard Setback

5' to side

Rear Yard Setback

15' to rear yard

Lot Size

70' x 120' (Lot width measured along the rear of the front yard setback line)

iv. Height Standards

- 32 feet maximum per the provisions of Section 154.05 (F) of the Rio Rancho Zoning Ordinance shall apply. Except churches, which is as provided for in subsection i of this zone.

v. Off-street Parking

- A minimum of two garage parking spaces shall be provided per dwelling.
- All other uses shall comply with Rio Rancho Zoning Ordinance requirements.

vi. Accessory Structures

The Homeowners Association (HOA) will review and approve all accessory structures in Loma Colorado on a case-by-case basis for compliance with the Design Standards. HOA approval on accessory buildings must be received in writing prior to obtaining a City building permit. Copies of the HOA approval letter and approved plans shall accompany any accessory building applications for City zoning and/or building permit review. An approval by the HOA does not guarantee an approval by the City of Rio Rancho.

vii. Design Guidelines

- The design guidelines contained in Appendix A of the Loma Colorado Redevelopment Plan apply to this zone.

b. Medium Density Single-Family (MD)

This land use area (MD) covers approximately 74.3 acres of land within the Loma Colorado Redevelopment Plan. There are three primary

areas where MD occurs within the Loma Colorado Redevelopment Plan. One area is located across from the Aquatic Center/Library/Sports Fields in Unit 8A. A second area is located at the southeastern corner of the Redevelopment Plan boundary. A third parcel is located at the northeast corner of the Plan area, adjacent to the mixed use area. Approximately 352 dwelling units are planned for the MD designation at a net density of 4.5 DU/Acre.

i. Permissive uses

- One single family dwelling unit per lot;
- Accessory uses and structures such as detached garages, workshops, tool sheds, and greenhouses,-
- Noncommercial gardens, swimming pools, tennis courts;
- Parks, open space, public utilities and facilities;
- Home occupations;
- Churches and other religious facilities with a height not to exceed 35 feet, except for steeples that may not exceed 72 feet;
- Construction trailers;
- Temporary, emergency, construction, and repair residences
- Family day care home with capacity of six or less;
- Second kitchen; and
- Single family dwelling unit or manufactured/modular unit may be used as a model home or sales office;

ii. Conditional Uses

- Hospitals and private institutions of an educational nature;
- Recreation parks;
- Family day care home with a capacity of 7 or more; and
- Hobby breeders.

iii. Lot Standards/Setbacks

Front Yard Setback

15' to the front of the house

20' to garage

Side Yard Setback

5' to side

Rear Yard Setback

15' to rear yard

Lot Size

50' x 110' (Lot width measured along the rear of the front yard setback line)

iv. Height Standards

- 32 feet maximum per the provisions of Section 154.05 (F) of the Rio Rancho Zoning Ordinance shall apply. Except churches, which is as provided for in subsection i of this zone.

v. Off-street Parking

- A minimum of two garage parking spaces shall be provided per dwelling.
- All other uses shall comply with Rio Rancho Zoning Ordinance requirements.

vi. Accessory Structures

The Homeowners Association (HOA) will review and approve all accessory structures in Loma Colorado on a case-by-case basis for compliance with the Design Standards. HOA approval on accessory buildings must be received in writing prior to obtaining a City building permit. Copies of the HOA approval letter and approved plans shall accompany any accessory building applications for City zoning and/or building permit review. An approval by the HOA does not guarantee an approval by the City of Rio Rancho.

vii. Design Guidelines

- The design guidelines contained in Appendix A of the Loma Colorado Redevelopment Plan apply to this zone.

c. High Density Single-Family (HD)

The High Density Single-Family designation (HD) consists of 107.0 acres and is appropriate for owner-occupied attached or detached single family homes at higher densities. There are seven areas of HD designated land. Four areas are located across from Rio Rancho High School near Loma Colorado Drive and the seminary. The remaining area is located adjacent to the eastern boundary of the Redevelopment Plan. Approximately 567 units are envisioned to fall under the HD category at a net density of 5.3 DU/Acre.

i. Permissive Uses

Single-family

- One single family dwelling unit per lot;
- Townhomes
- Accessory uses and structures such as detached garages, workshops, tool sheds, and greenhouses;
- Noncommercial gardens, swimming pools, tennis courts;
- Parks, open space, public utilities and facilities;
- Home occupations;
- Churches and other religious facilities with a height not to exceed 35 feet, except for steeples that may not exceed 72 feet;
- Construction trailers;
- Temporary, emergency, construction, and repair residences

- Family day care home with capacity of six or less;
- Second kitchen;
- Single family dwelling unit or manufactured/modular unit may be used as a model home or sales office; and
- Community center and parking as restricted below:
The sales pavilion in the model home complex and associated parking may revert to a community center with associated parking for Loma Colorado residents. Both the community center and parking uses are permissive in this zone, for the property legally described as Loma Colorado East Unit 2, Block 2, Lot 7, and Loma Colorado Unit 2, Tract D only. A final determination for this conversion will be made by the developer and the HOA at a later date. If the sales pavilion is not converted to a community center, then it would remain as an individual single family residence and the parking lot would be removed.

Community Center Operations

- HOA managed security card access for Loma Colorado residents only, prior reservations required
- HOA ownership and maintenance of facility
- Maximum occupancy limits per Fire Code
- Controlled gate parking in existing lot
- Residents must provide insurance and user fee

Community Center Uses

- No outdoor events and no outdoor concerts
- Family events allowed (birthdays, reunions, etc.) by reservation
- Block Watch meetings
- Office space for HOA
- Rentable office space use by residents
- Group functions such as scout troupe meetings, game nights, book clubs, etc.
- Parking lot use for Block Watch parties

ii. Conditional Uses

- Hospitals and private institutions of an educational nature;
- Recreation parks;
- Family day care home with a capacity of 7 or more; and
- Hobby breeders.

iii. Lot Standards/Setbacks

Front Yard Setback

10' to the front of the house

20' to garage

Side Yard Setback

5' to side

Zero lot line products are allowed in the HD zone

Rear Yard Setback

15' to rear yard

Alleys and rear accessed lots are an option in the HD

Lot Size

45' x 105' (Lot width measured along the rear of the front yard setback line)

iv. Height Standards

- 32 feet maximum per the provisions of Section 154.05 (F) of the Rio Rancho Zoning Ordinance shall apply. Except churches, which is as provided for in subsection i of this zone.

v. Off-street Parking

- A minimum of two garage parking spaces shall be provided per dwelling, except attached single-family dwellings (town-homes) which shall have a minimum of a one-car garage.
- All other uses shall comply with Rio Rancho Zoning Ordinance requirements.

vi. Accessory Structures

The Homeowners Association HOA will review and approve all accessory structures in Loma Colorado on a case-by-case basis for compliance with the Design Standards. HOA approval on accessory buildings must be received in writing prior to obtaining a City building permit. Copies of the HOA approval letter and approved plans shall accompany any accessory building applications for City zoning and/or building permit review. An approval by the HOA does not guarantee an approval by the City of Rio Rancho.

vii. Design Guidelines

- The design guidelines contained in Appendix A of the Loma Colorado Redevelopment Plan apply to this zone.

d. Mixed Use Area (MU)

The Mixed-Use (MU) area is intended to be a vibrant activity center offering a mix of commercial, office, and high-density residential uses. The Mixed Use areas will be governed by site plans, that will be submitted prior to development.

Setbacks, design standards, and permissive uses will generally follow those of the City's Zoning Ordinance. Exceptions to these standards will be addressed at the time of site plan approval in order to imple-

ment a mixed use project within the existing regulatory framework of the City.

i. Land Use Mix

- Retail/commercial is 100% of Tract 13 per the GRIP Ordinance previously approved. No other uses are allowed in Tract 13.
- Retail/commercial may also be allowed as 100% of Tracts 11 and 12. There is no maximum limit on retail/commercial.
- Multi-family apartments are restricted to only one location: the westerly 6 acres of Tract 12. There is no minimum for multi-family, only a maximum.
- Senior continuum of care facilities including nursing care, related Senior support uses, and independent living apartments for seniors will comprise all of Tract 11A.
- Light industrial uses are only allowed on the westerly 6 acres of Tract 12, and if developed, would eliminate the multi-family option noted above. There is no minimum requirement for light industrial, only a maximum.

ii. Permissive Uses

- Stores for the sale of retail goods and products;
- Restaurants, bars, and lounges;
- Repair shops – electrical, radio, and television appliances, keys, and similar articles;
- Shops – dressmaking, tailoring, laundry, dry cleaning, photo, pet, and similar trades;
- Banks, theaters, and office buildings;
- Churches and other religious facilities with a height not to exceed 35 feet, except for steeples that may not exceed 72 feet;
- Bakeries and confectioneries where goods are sold at retail prices;
- Parks, open space, public utilities and public facilities;
- Nursery schools and daycare facilities;
- Undertaking establishments;
- Club houses, buildings for fraternal organizations, nonprofit public service organizations;
- Medical complexes, professional offices associated with medical complexes, and veterinarians;
- Construction trailers;
- Photocopying and blueprinting;
- Hospitals;
- Temporary model home/sales office
- Private schools
- Nursing homes, assisted living, and transitional care facilities, and similar institutions, not to exceed a density of 32 du/ac;
- Temporary structures and enclosures used in construction of a building and used for storage of equipment and material;

- Drive-in or drive-up window restaurants and/or convenience stores provided drive-up liquor dispensing windows are excluded at such establishments;
- Bowling alleys and other indoor recreational uses;
- Offset printing;
- Gasoline service stations;
- Attached residential townhomes or condos and apartments (in a restricted area of Tract 12 only), not to exceed a density of 32 dwelling units per acre.
- Light industrial, manufacturing, and warehousing uses, which do not create offensive noise, vibration, smoke, dust, lint, odors, heat, glare or any other noxious element.
 - Laboratories, research, and experimental stations;
 - Office and office buildings;
 - Wholesale merchandising or storage warehouses;
 - Manufacture or assembly of medical and dental equipment, drafting, optical, musical instruments, jewelry, toys, games, and electronic apparatus;
 - Manufacture or assembly of hardware accessories, ornamental iron products, electrical appliances, and sheet metal products;
 - Printing, publishing, lithographic, blueprinting, or photostating establishment;
 - Manufacture or storage of food products, including beverage blending or bottling, bakery products, candy manufacture, dairy products and ice cream, fruit and vegetable processing and canning, distilling of beverages, but not packing, processing, or slaughtering of poultry or animals;
 - Manufacture of rugs, mattresses, pillows, quilts, millinery, hosiery, clothing and fabrics, and printing and finishing of textiles and fibers into fabric goods;
 - Manufacture of boxes, crates, furniture, baskets, veneer, and other wood products of a similar nature;
 - Public utility including production or supply base;
 - New car lot for automobile sales;
 - Motorcycle sales, parts, and service;
 - Construction trailers for a period not to exceed 21 days before construction, plus the entire period of construction up to 6 months and no more than 30 days after construction has finished, provided that the use of the trailer is for assisting in the security of the construction site and facilitating the delivery of construction material, and that no sales are conducted from the construction trailer either before or after the site development is completed. If an extension is needed, application to and certification from the administration is necessary and may be granted for up to 121 days.

- iii. Conditional Uses
 - From Division G of the S.I.C. (Retail Trade) the following major group number: Major Group 55: Automotive dealers
 - Recycling collection centers
- iv. Lot Standards/Setbacks
 - All structures shall comply with the setbacks required in the C-1 zone district of the Rio Rancho Zoning Ordinance.
 - All parking areas shall be setback a minimum of 15 feet from all rights-of-way, except adjacent to Northern Boulevard where parking areas shall be setback a minimum of 25 feet.
- v. Landscape Standards
 - A minimum of 15% of the site, excluding the building square footage, shall be landscaped.
 - All landscaped areas shall be a minimum of 36 square feet in area with a minimum width of 6 feet.
 - Living, vegetative materials shall cover a minimum of 75% of the landscaped areas. The coverage shall be calculated on the mature canopy size for all plant materials.
 - A Interior parking areas shall have one tree for every 10 parking spaces, with no space being more than 100 feet from a tree.
 - 75% of the required parking area trees shall be deciduous and have a mature canopy height of at least 25 feet.
- vi. Height Standards
 - The maximum height of all buildings is 55 feet, including parapets, except architectural features such as towers and other non-habitable features may not exceed a height of 60 feet.
- vii. Off-street Parking
 - Parking shall comply with Rio Rancho Zoning Ordinance requirements and the Design Guidelines contained in Appendix A.
- viii. Signage
 - Signage shall comply with Rio Rancho Zoning Ordinance requirements and the Design Guidelines contained in Appendix A of the Loma Colorado Redevelopment Plan.
- ix. Usable Recreation Space for Tract 12 Multi- Family
 - Usable recreation space shall be provided on-site in an amount equal to 200 square feet for each studio or one-bedroom apartment, 250 square feet for each two-bedroom apartment, and 300 square feet for each three or more-bedroom apartment.

Definition for Usable Recreation Space:

An area on the same lot as the apartments that serves to perma-

nently provide indoor or outdoor open space and/or recreational uses. Usable recreation space may include, but is not limited to: lawns, decorative plantings, and native plants; open balconies, covered patios, walkways, active and passive recreational areas, fountains, swimming pools, water features, and ponds; clubhouse areas for video/technology rooms, exercise or fitness activities, or meeting rooms; barbecue grill, community dining, and snack bar areas; and pocket parks, tot lots, courts or playgrounds. Usable recreation space does not include public right-of-way, parking lots, driveways, or buildings that are not designed for clubhouse, indoor recreation, or commons use or that are restricted to individual tenant use. Usable recreation space shall be available for entry and use by the apartment residents on that site.

x. Design Guidelines - See Appendix A.

xi. Design Standards for Multi-Family Development - See Appendix B.

3. Parks/Open Space

The Loma Colorado Redevelopment Plan recognizes that parks and open space are important community amenities. As a result, the Redevelopment Plan shows several neighborhood scale and pocket parks located throughout the Redevelopment Plan boundaries. The park, landscape, and open space system accounts for 107.3 acres (25% of the Redevelopment Plan area). The Redevelopment Plan shows a network of open space and trails running throughout the property. The trail system provides connectivity throughout the entire Loma Colorado community and links the residential areas to the mixed use areas, parks, and the surrounding community.

a. Park Locations

The Loma Colorado Redevelopment Plan shows parks of various sizes located within the Loma Colorado planning area. There will be many smaller-scale parks that are intended to serve local neighborhoods throughout Loma Colorado. The other parks are community scaled parks that are intended to serve a larger public population. These parks are connected to the natural open space areas within Loma Colorado by trails. The parks will have different amenities in them dependent on the housing product type nearest to them (i.e. a tot lot will be provided in the park nearest housing targeted to families with small children. There are approximately 24.5 acres of parks and landscaping within the Redevelopment Plan.

b. Open Space

A unique feature of the Loma Colorado area are the opportunities provided by the open space network that links the community. The open space follows the natural topography of the site. Approximately 92 acres within Loma Colorado are left in open space/trails/levees/well sites.

c. Trail Network

The open space and residential areas within Loma Colorado are linked by an extensive trail network. The trails are located at the perimeter of the large open space area and link to parks and the bike trails along Loma Colorado. The trails also extend into the residential areas providing access to the open space areas from the individual neighborhoods located in Loma Colorado.

d. Arroyo de los Montoyas

The Arroyo de los Montoyas forms the southern boundary of the Loma Colorado Redevelopment Plan area and is a significant open space corridor for the entire City of Rio Rancho. The Urban Design Framework Plan found in the Vision 2020 ICP shows the Arroyo de los Montoyas corridor linking the Rio Grande to the northern portions of the City of Rio Rancho. The Arroyo de los Montoyas open space corridor helps to implement the City's goals for its urban design framework.

5. Community Facilities

There are several existing or planned community facilities on the west side of Loma Colorado Drive, outside the boundaries of the redevelopment area. These facilities include:

- Aquatic center;
- Library;
- Sports fields/sports complex; and
- Schools and sports recreation facilities.

These existing and proposed community facilities will complement the existing schools in the area and the development that will occur in Loma Colorado. In terms of community facilities located within the redevelopment boundaries, there are two well sites that exist within the community. One well site is located in the northwest area of the Loma Colorado Redevelopment Area, just offset from Northern. The Loma Colorado Redevelopment Plan shows the northern well site adjacent to MU designated land use on one side. The other well site is located in the southwest area of the Loma Colorado Redevelopment area.

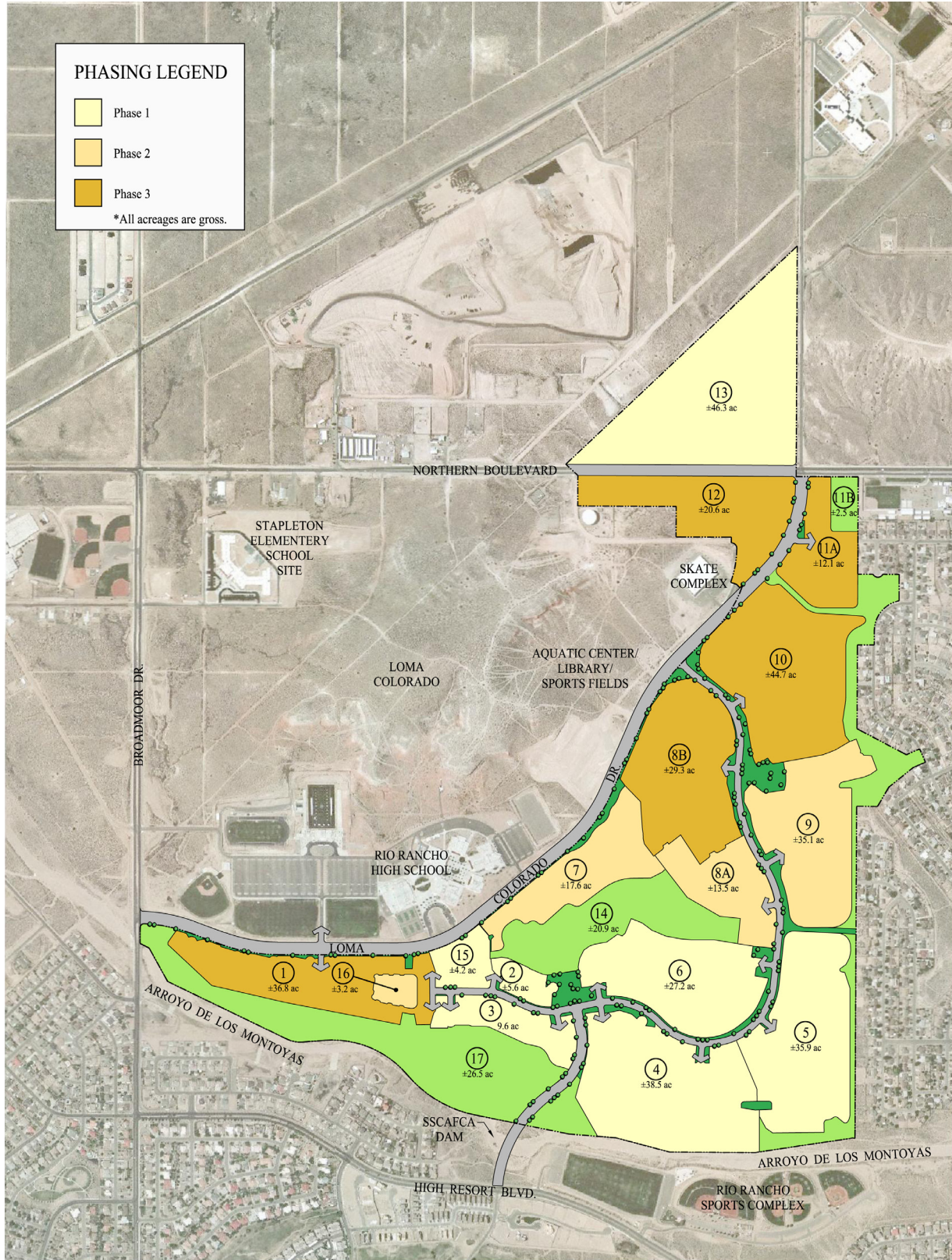
C. PHASING PLAN

A generalized Phasing Plan follows this section on page 22. The purpose of the Phasing Plan is to provide an overview of where construction is anticipated to begin, based upon the proximity of existing infrastructure. The Phasing Plan represents a generalized guideline of anticipated development sequencing, and is not a restriction on development within Loma Colorado.

PHASING LEGEND

- Phase 1
- Phase 2
- Phase 3

*All acreages are gross.



Loma Colorado Phasing Plan

Bohannon & Huston

Courtyard I 7500 Jefferson St. NE Albuquerque, NM 87109-4335
ENGINEERING • SPATIAL DATA • ADVANCED TECHNOLOGIES



CONSENSUS PLANNING, INC.
Planning / Landscape Architecture
302 Eighth Street NW
Albuquerque, NM 87102
(505) 764-3801 FAX 505-5495
e-mail: cp@consensusplanning.com

Phase 1 includes Units 2, 3, 4, 5, 6, 13, and 15. Phase 2 includes Units 7, 8A, 9, and 16. Phase 3 includes Units 1, 10, 11, 12, 14, and 17.

4. Phasing Plan Table

The following table summarizes the phasing for Loma Colorado.

Phase	Use	Acreage**
One	Single Family Residential	121.0
	Mixed-Use	46.3
	Parks, Landscape, & Open Space*	26.5
	TOTAL	193.8
Two	Single-Family Residential	100.4
	Parks, Landscape, & Open Space*	27.4
	TOTAL	127.8
Three	Single-Family Residential	82.6
	Mixed-Use	32.5
	TOTAL	115.1

* Does not include parks, landscape, and open space that is part of the gross residential acreage. This number only includes bulk platted parcels.

** Note that the totals for the phases do not add up to 442 acres because they do not include major rights-of-way or the seminary property.

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SECTION 3: NORTHERN BOULEVARD AREA PLAN

A. OVERVIEW OF NORTHERN BOULEVARD AREA PLAN

The Northern Boulevard Area Plan was prepared to guide future land use and development along Northern Boulevard. It ranks as a Level 2 plan and conforms to the Vision 2020 ICP. The Area Plan covers the area of Northern Boulevard from the Arroyo de los Montoyas to NM 528. The Area Plan proposes several urban design and land use policies, which development is expected to follow. The urban design policies found in this Redevelopment Plan correspond to landscaping, architecture, signage, and transportation.

B. RELATIONSHIP OF NORTHERN BOULEVARD PLAN TO LOMA COLORADO REDEVELOPMENT PLAN

1. Area of Overlap

The Northern Boulevard Area Plan divides Northern Boulevard into two areas; Land Use District Area One and Land Use District Area Two. The Loma Colorado Redevelopment Area is located in Area One, which the Northern Boulevard Plan identifies as an “Activity Center”. The Loma Colorado Redevelopment Area that is included within the Northern Boulevard Area Plan is comprised of the two parcels fronting Northern Boulevard on the south (on either side of Loma Colorado Drive) and the property on the north side of Northern Boulevard. The Northern Boulevard Area Plan also covers the parcels directly across from the skate facility.

2. Plan Compliance

The Northern Boulevard Area Plan was adopted in 1996. Since the Plan was adopted, the City has adopted the Loma Colorado Redevelopment Plan to eliminate blight and create a vibrant community. To create an energetic mixed use employment center adjacent to Northern Boulevard, Pulte Homes in consultation with experienced commercial developers, have determined that the standards and guidelines for development must be updated to achieve this common goal. The Loma Colorado Redevelopment Plan supersedes the Northern Boulevard Area Plan for development in the area of overlap by establishing realistic development standards and guidelines to assure the desired, high quality development occurs. The future uses for the parcels that are both within the Northern Boulevard Area Plan and the Loma Colorado Redevelopment Plan are contained in the Land Use subsection of this Redevelopment Plan. The design guidelines for the same area are included in Appendix A.

3. Conclusion

The design guidelines supersede any standards contained in the Northern Boulevard Area Plan. The guidelines are not intended to subvert the intent

of the Northern Boulevard Area Plan, but will strengthen the Loma Colorado area as an activity center by allowing for greater flexibility in building design, something that will benefit the users and provide motivation for them to build in Loma Colorado. Location of new jobs and businesses that generate gross receipts tax revenues within Loma Colorado will benefit the City substantially, and sufficient design control can be exercised without the design restrictions of the Northern Boulevard Area Plan applying to this site.

SECTION 4: POTABLE WATER SYSTEM PLAN

A. INTRODUCTION

The water system plan for Loma Colorado is designed to provide potable water to the entire development. In addition, the system is designed to provide emergency fire flow water to the area. Domestic water service for the Loma Colorado Master Plan area will be provided by the City of Rio Rancho. A water and sanitary sewer availability statement has been issued by the City of Rio Rancho for the residential portions of the project.

B. EXISTING CONDITIONS

Water system infrastructure already in place in the Loma Colorado Redevelopment Area includes the following:

- Existing 14" transmission line in Loma Colorado Boulevard
- Existing 8" waterlines in residential subdivision to the east of Loma Colorado Development
- Existing 18" waterline in Northern Boulevard
- Two existing wells
- Two existing storage tanks

C. PROPOSED CONDITIONS

1. System Needs to Support Loma Colorado Development

An analysis was completed to determine current and future demands and capacities of the water system which includes the Loma Colorado area. Results of the analysis have determined that a future water reservoir and a new transmission line will be required to serve the project. Although subject to further analysis of the current system, it is possible that the first phase or more of Loma Colorado may be supported by the existing system, however, the number of lots possible will not be known until the analysis is complete. The time frame for when the tank is needed has been negotiated with the City and is detailed in the adopted Development Agreement.

2. Recommended Improvements

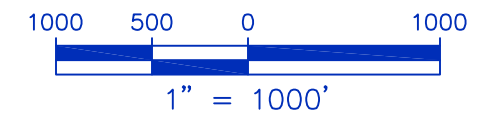
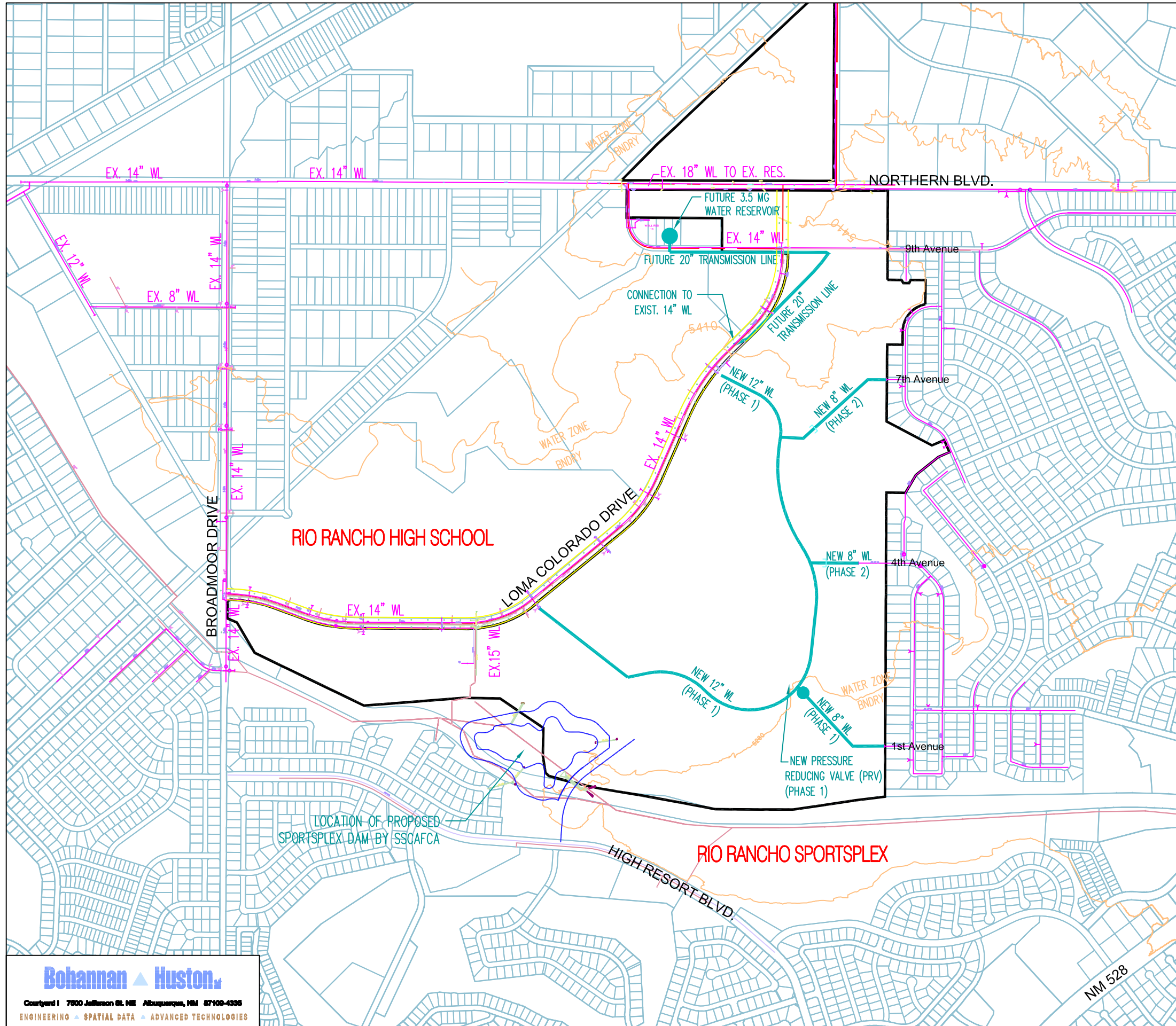
On-site waterline improvements are necessary to support development in Loma Colorado. These include a main distribution line and a pressure reducing valve. Please refer to the water master plan exhibit for locations and sizes. These improvements are mainly for the support of the residential development of Loma Colorado. The commercial area can be served by the existing infrastructure.

D. EXPANSION PHASING PLAN

The Loma Colorado Master Plan area is located within three water pressure zones, which will need to be part of any Phasing Plan.

1. Water Pressure Zones

Service to Zone 1 will be from the new 12" Zone 2 waterline through a new Pressure Reducing Valve (PRV) with a connection to the existing 6" waterline located in 1st Street. In order to service the southern two-thirds residential portion of the Loma Colorado Master Plan area within Zone 2, a new 12" waterline will be looped through the project from the existing 14" waterline in Loma Colorado Blvd. Connections will be made from the new 12" waterline to the existing 6" waterlines in 4th Street and 7th Street. Water service to Zone 3, within the mixed use area, will be from the existing 14" waterline in Loma Colorado Drive as well as the existing 18" waterline in Northern Blvd.



LOMA COLORADO

CONCEPTUAL WATER UTILITY MASTER PLAN

OCTOBER 2010

ESTIMATED AVG DAILY WATER USAGE

DEVELOPMENT	USAGE (gal/day)
RESIDENTIAL (1100 DUs)	330,000
COMMERCIAL (79 ac.)	395,000
TOTAL:	725,000

FIRE FLOW AND STORAGE REQUIRMENTS

DEVELOPMENT	FLOW (gal/min)	STORAGE (gal)
RESIDENTIAL	1700	204,000
COMMERCIAL	3000	540,000

NOTES

- 1) COMMERCIAL FIRE FLOWS BASED ON A MAXIMUM BUILDING AREA OF 165,000 sq. ft., TYPE II-N CONSTRUCTION WITH FIRE SPRINKLER SYSTEM
- 2) RESIDENTIAL CLASSIFICATION BASED ON MAXIMUM HOME AREA OF 4000 sq. ft.

SECTION 5: WASTEWATER SYSTEM MASTER PLAN

A. INTRODUCTION

The wastewater system master plan is designed to provide sanitary sewer service for the entire Loma Colorado development. Once the developer has completed infrastructure for the project, the ownership and maintenance of the infrastructure will be retained by the City of Rio Rancho.

B. EXISTING CONDITIONS

1. Location of Lines

Existing wastewater infrastructure lines in the Loma Colorado area includes the following:

- Existing 8" sewer line located in 9th Street
- Existing 15" sewer line located near the Montoyas Arroyo

2. Wastewater Treatment Plant #2

The Arroyos de la Montoyas sewer system transports liquid waste to the Wastewater Treatment Plant #2 for treatment. Sewage generated by Loma Colorado development would be treated at the plant.

B. PROPOSED CONDITIONS

Wilson & Co. completed a study of the Montoyas Arroyo sewer line to determine current and future flowrates and capacities. The Loma Colorado developer will pay for their impacts to the infrastructure attributed to the Loma Colorado project as provided for in the adopted Development Agreement for the project.

The projected wastewater generation for the residential development of Loma Colorado is 0.63 MGD. This is taken from the Wilson study which assumes 1,100 residential lots for the Loma Colorado Development.

C. RECOMMENDED IMPROVEMENTS

The existing 15" Montoyas Arroyo sewer line will be upgraded to a 30" sewer line by the City of Rio Rancho. This upgrade is due to future and existing developments, including Loma Colorado.

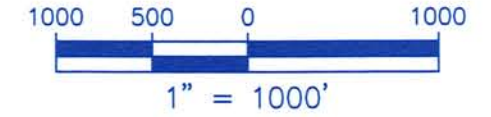
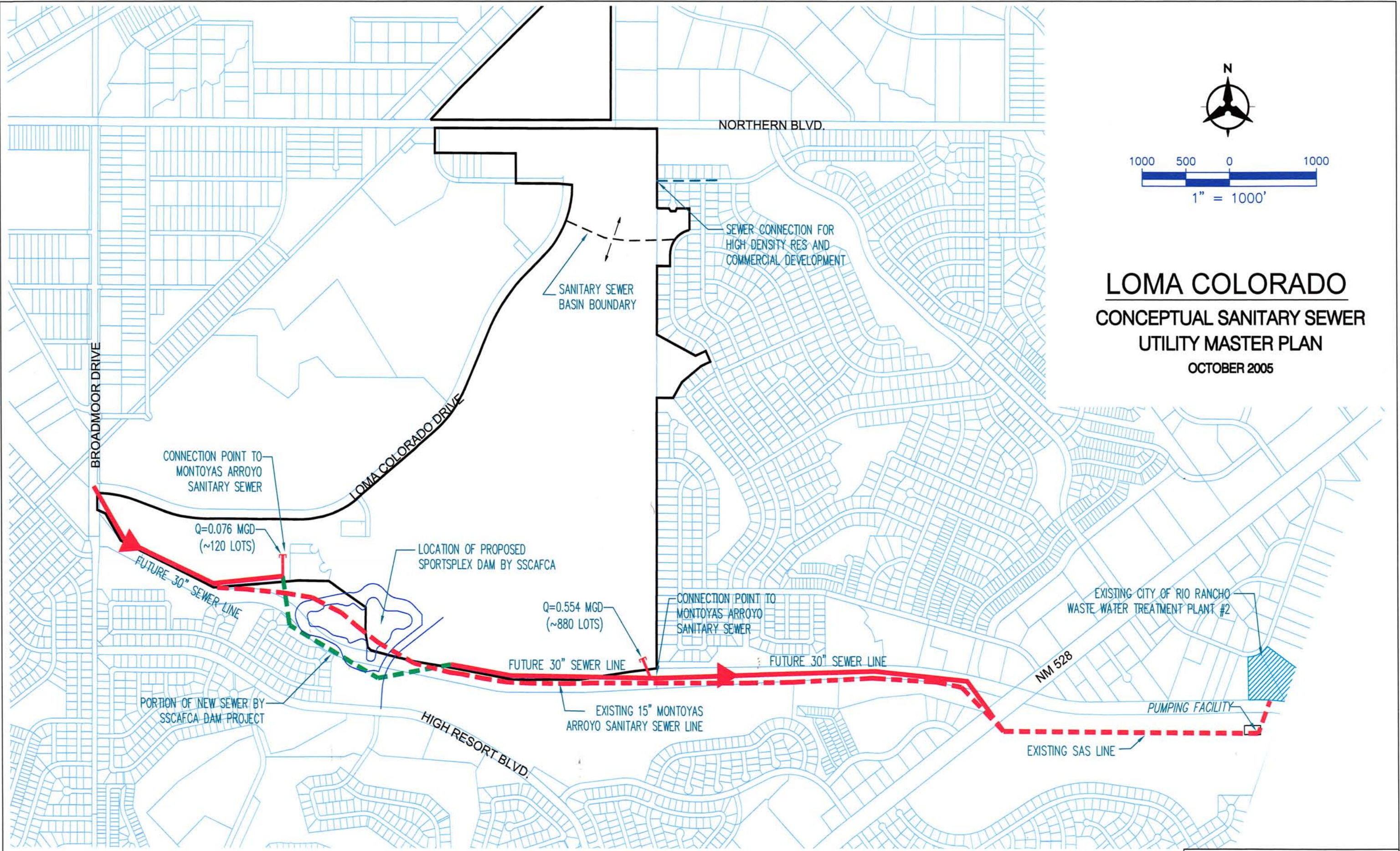
D. PHASING PLAN

The southern two-thirds of Loma Colorado will discharge to the new 30" Montoyas Arroyo Sewer located on the south side of the site.



The northern mixed-use portion of Loma Colorado will discharge to the existing sewer line in 9th Street. According to meetings with the City of Rio Rancho Utilities Department, the existing sewer line can accommodate the proposed flow from the mixed use area.

A water and sewer availability statement has been issued by the City of Rio Rancho for the residential portions of the project.



LOMA COLORADO
CONCEPTUAL SANITARY SEWER
UTILITY MASTER PLAN
 OCTOBER 2005

SECTION 6: WATER RE-USE SYSTEM PLAN



Upon expansion of the existing wastewater re-use system by the City of Rio Rancho, there will be an opportunity to utilize re-use water for landscape and turf irrigation within the adjacent high school and Sports Complex sites. Pulte Group is in support of the wastewater re-use concept and will work with the City in the future to assist in providing corridors within the Loma Colorado project area, which will facilitate the City's expansion of the re-use system to serve these areas.

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SECTION 7: TRANSPORTATION

A traffic study was prepared that studied full development of Loma Colorado. It studied 15 intersections plus all 12 proposed site driveways. In order to be a conservative analysis, and to reduce the need for additional traffic analyses in the future, the number of dwelling units considered in this traffic study exceeds that generally anticipated to be ultimately constructed. In addition, the proposed land uses evaluated includes significant commercial uses, including retail, office and general light industrial uses, again larger than that likely to be constructed in the future to maintain a conservative approach to considering traffic impacts.

The Build analysis showed that most intersections will operate at acceptable levels of service except for NM 528 & High Resort, Broadmoor & High Resort, Broadmoor & Country Club, High Resort & White Resort, and the two (2) full access intersections to the proposed commercial parcels on Northern (north and south of Northern on the west side of Loma Colorado/40th Street). The two (2) full access intersections to the commercial parcel, as well as the High Resort & White Horse and Country Club & Broadmoor intersections were found to warrant traffic signals based on the Peak Hour Volume Traffic Signal Warrant. The entrance to the High School parking lot between the ball fields was also shown to warrant a traffic signal in the Build scenario.

A full copy of the traffic study is on file with the City of Rio Rancho. Specific transportation system improvements that may be required have been negotiated as part of the development agreement.

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SECTION 8: DRAINAGE MASTER PLAN

A. INTRODUCTION

This is a summary of the master drainage study which is submitted as a separate document. The study presents a drainage management plan for the entire Loma Colorado area and is intended to preserve the drainage concepts that were presented in previously approved reports. The majority of the Loma Colorado development drains into the Montoyas Arroyo, therefore, SSCAFCA must review and approve the master drainage study.

B. EXISTING CONDITIONS

1. Soils

The soils onsite consist of mostly silty sands which are favorable for development. Soils near the Montoyas Arroyo are relatively loose and must be densified to be suitable for the structural support of buildings and other infrastructure.

2. Existing Drainage Facilities

The residential area discharges historic flows south into the Montoyas Arroyo. Mixed-use area discharges historic flows south into the storm drain system in Northern Boulevard.

C. PROPOSED CONDITIONS

1. Channel Treatment/Improvement

The Loma Colorado development will be responsible for building or payment of a portion of the proposed Montoyas Arroyo dam and other arroyo improvements. A development agreement with SSCAFCA is being finalized.

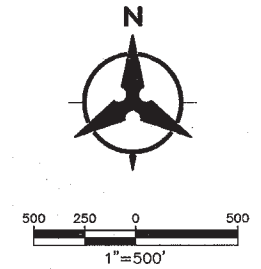
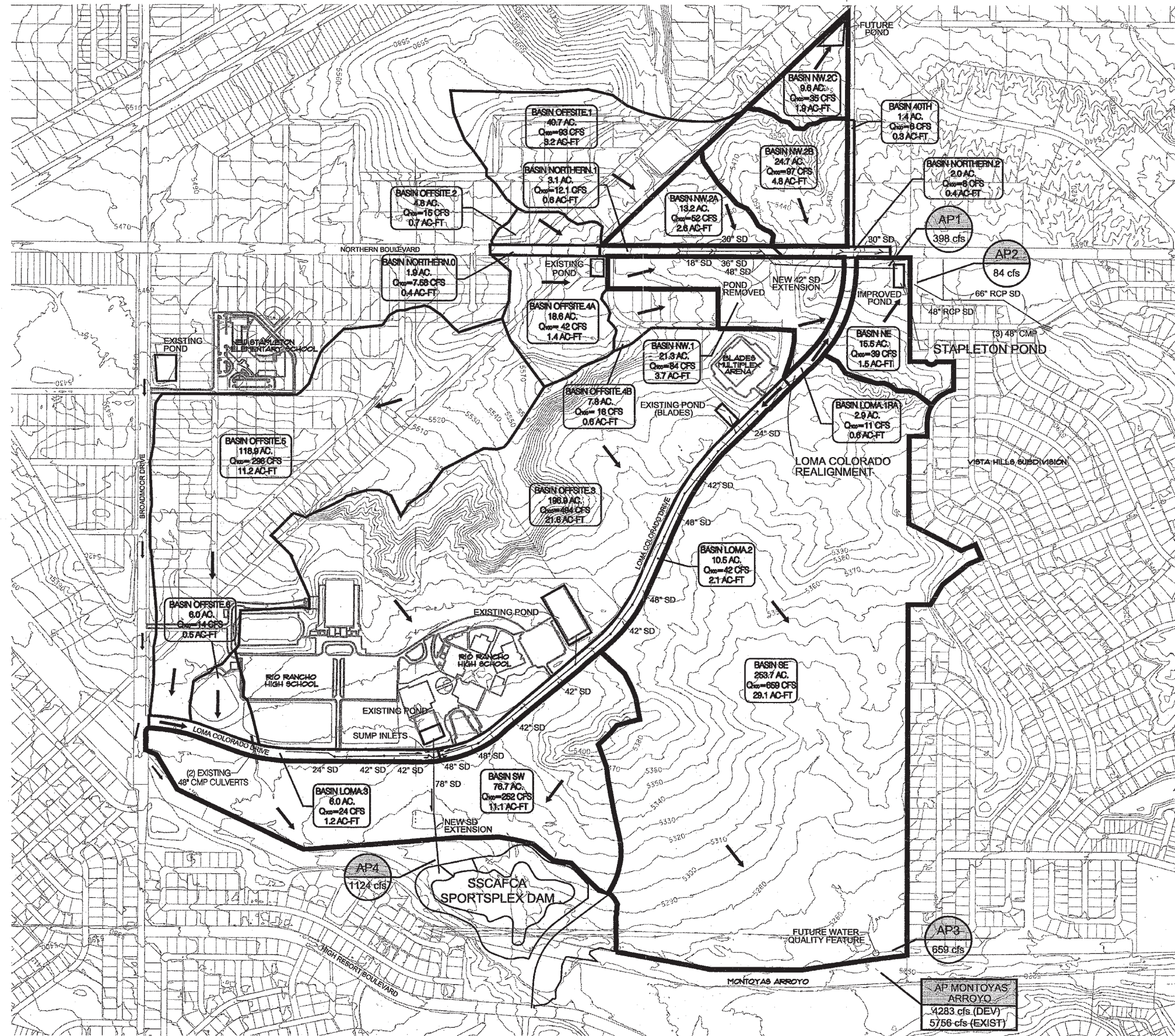
2. Water Quality and Sediment Control

The Loma Colorado development will treat the first quarter-inch of runoff before release into Montoyas Arroyo. One or more water quality manholes and/or ponds will be placed at the southern boundary of the subdivision.

D. PHASING

This section is a brief summary of the Drainage Implementation Plan (DIP) which was submitted as a separate document and previously approved by the City of Rio Rancho and SSCAFCA. The DIP identifies major drainage infrastructure to be developed with specific phases of the project. The development of the mixed-use area in the north part of Loma Colorado will require storm drain improvements in Northern Boulevard and improvements to an existing pond. The development of the residential area of Loma Colorado will require an internal storm drain trunk line, water quality features near the southern boundary, and Montoyas Arroyo improvements.

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LOMA COLORADO
DEVELOPED CONDITIONS BASIN MAP
 August 2006
EXHIBIT 3

APPENDIX A: DESIGN GUIDELINES

A. INTRODUCTION

The Loma Colorado Redevelopment Plan recognizes the importance of creating design guidelines that promote a sense of cohesiveness within the entire community. The purpose of these design guidelines is to provide a flexible framework for community design with specific objectives that encourage innovative and creative solutions, rather than setting a rigid set of requirements that all site development plans must adhere to. The desired character of design features common to the community such as grading, landscape, signage, lighting, walls, and architecture are expressed in these guidelines. These guidelines will be included within the Loma Colorado Redevelopment Plan adopted by the City of Rio Rancho, and will provide a framework for future development. The Owners will form the HOA. The HOA will evaluate how well each site development plan submitted for approval meets these objectives. As Loma Colorado develops, modifications to these design guidelines may become necessary. Such modifications can be considered and approved by the HOA and the City of Rio Rancho Development Review Committee.

A separate Property Owners Association (POA) will be formed for the mixed use properties. The primary responsibility of the HOA and POA will be to maintain all common areas and parks within Loma Colorado in their respective areas of responsibility. The HOA and POA will also be responsible for enforcing the CC&Rs that are developed for the property.

The following section of the guidelines is primarily intended for use by homebuilders who will participate in the development of subdivisions within Loma Colorado. Guidelines as such have a varied degree of enforcement, either advisory or regulatory. Guidelines using the term “may” and “should” are advisory in nature and are suggested; and guidelines using the term “shall” are mandatory. These guidelines do not supersede specific requirements under the Rio Rancho Zoning Code. The HOA is responsible for enforcement of these design guidelines.

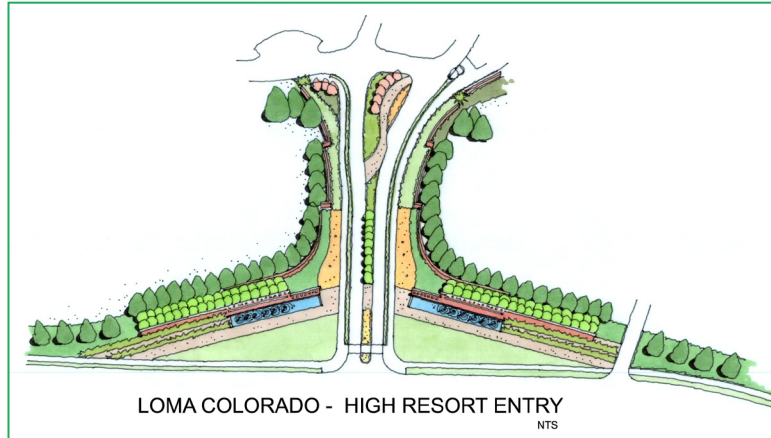
Loma Colorado has been planned to adhere to the Vision 2020 Plan by creating a Mixed-Use activity center, that allows people to live, work and play all within walking distance of one another. The layout for Loma Colorado provides excellent potential for creating a coordinated system of bikeways and pedestrian trails to serve the community with alternative modes of transportation. The system is designed to create a cohesive network that links various neighborhoods to community facilities, both active and passive, and enhances the recreational opportunities for residents. Loma Colorado will be designed and oriented with an open space and trail network that encourages active and passive recreation. This open space and trail network is also supplemented with community parks of varying sizes. Recreational opportunities are enhanced by the bicycle and pedestrian orientation of Loma Colorado. Drainage ways will be jointly used as recreational/trail facilities wherever possible.

B. ENTRY WAYS AND LANDMARKS

1. High Resort Entry

Anticipated as the primary community entry throughout all phases of the project, the High Resort Entry plays an integral role in the identity of Loma Colorado and is the central feature of the marketing trail. As such, the entry design must respond to the large-scale context and visibility of the High Resort frontage, be proportionately consistent with the overall size of Loma Colorado, and establish the overall materials and color palette for the community. Generally, the wall design and logotype are Pueblo Deco inspired and integrate historic lines and form. A long horizontal wall form was utilized to maximize presence on High

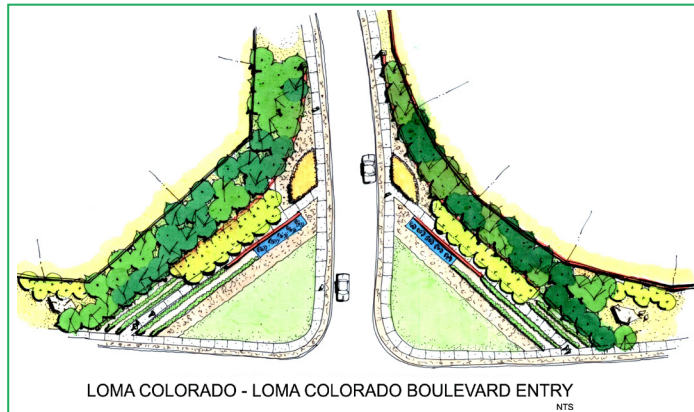
Resort Boulevard and ensure visibility to high-speed traffic. The rich colors and stucco finish establish a unique identity for Loma Colorado unlike other adja-



cent communities. Ledge stone in rich sandstone colors is used as accent and stainless letters and accents are incorporated to lend a “contemporary” feel to the entry. The landscape has been designed to support the linearity and geometry of the entry and provides a rich diversity of form, seasonal color, texture and contrast, all utilizing xeriscape design principles and native or adaptive plant materials.

2. Loma Colorado Entry

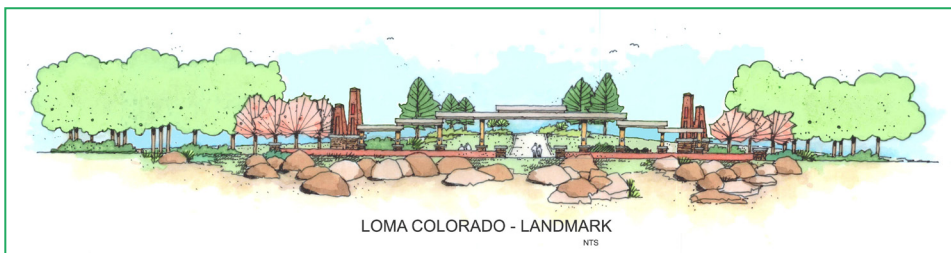
Though not the primary entry, the Loma Colorado Entry serves as a major community entry nonetheless. To maintain a strong visual relationship to the High Resort Entry, the design for this entry has a similar design vocabulary while recognizing the need to respond to a somewhat smaller scale site. In keeping with the pedestrian linkage concept of Loma Colorado, the design accommodates pedestrian traffic patterns to the nearby school and other adjacent recreational facilities, yet it is scaled to ensure good vis-



ibility to traffic on Loma Colorado Boulevard. Upgraded perimeter walls and landscaping address rear-yard screening concerns near the entry.

3. Landmark

Recognizing the need for a regional landmark, the Landmark provides a strong visual identity feature for Loma Colorado that can be seen from a distance and widely identified with “Loma Colorado”. Though sited at the highest point of Loma Colorado (5400’), the Landmark will be situated in the “brow” of the hill so as not to protrude significantly above the horizon line. It is a community recreation destination offering excellent shaded seating and regional views. Additionally, botanical information about the plant life found along the trail system could be provided at this gathering point and throughout the trail system.



Landmark Concept is Illustrative

C. RESIDENTIAL DESIGN GUIDELINES

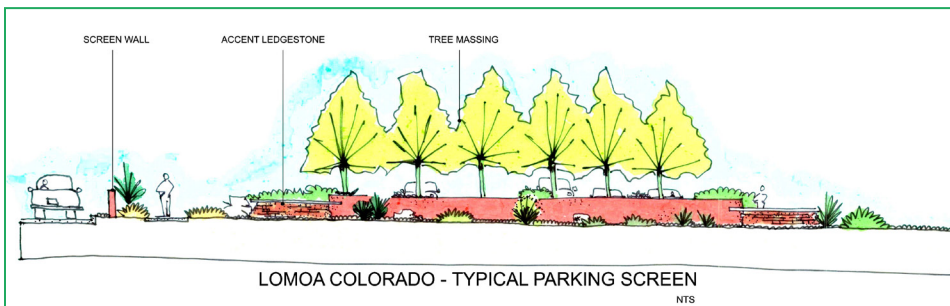
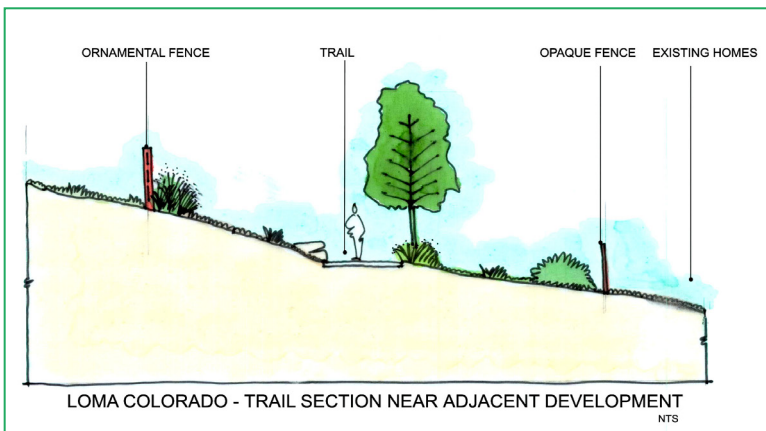
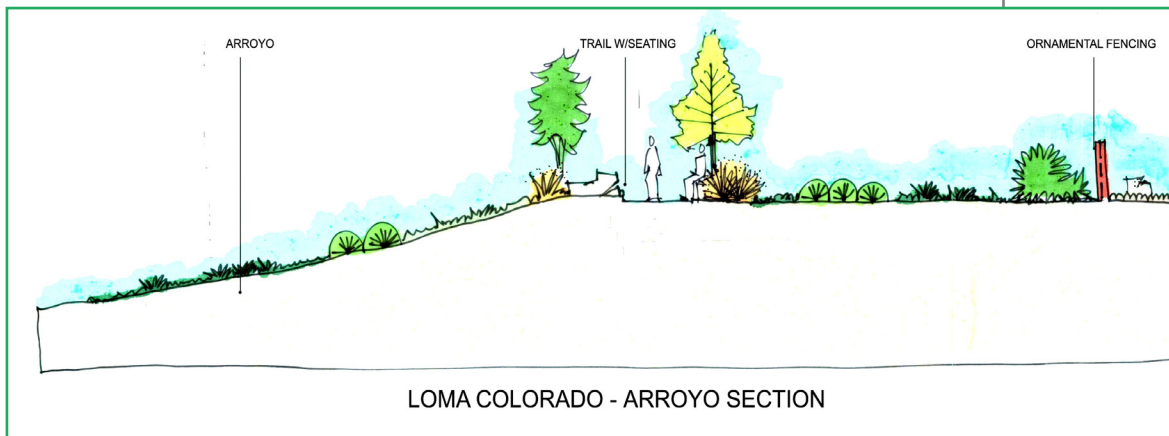
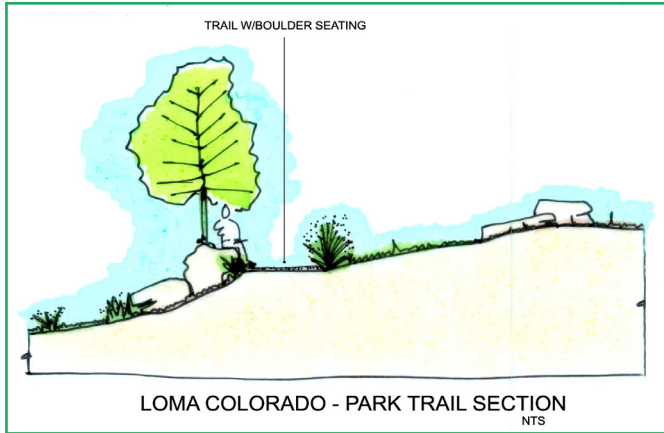
Each residential neighborhood may have a unique identity that will be established through tailored development standards, design guidelines, and signage parameters. This approach will enable Loma Colorado to carve out its own identities and niches within the overall context of Rio Rancho thereby avoiding the generic, sterile, repetitive appearance found in subdivisions elsewhere. The HOA will review and approve architectural elements of all development in Loma Colorado.

1. Site Design

A primary focus in specific site design within Loma Colorado will be the creation of a community that is pedestrian and bicycle oriented. All developments shall provide convenient pedestrian circulation through and between parcels, and to parks and open space corridors. Safe, convenient, accessible and pleasant pedestrian circulation may be accomplished with walkways, bike paths, viewpoints, special pavings, shade, rest areas, and other pedestrian amenities. The relationship of building to street contributes to how the environment is perceived and experienced and as such is an important design issue to consider in site planning for all types of land uses. Site plans for residential subdivisions shall provide variety and visual interest in the streetscape. Pedestrian connections between neighborhoods shall be planned for safe and efficient pedestrian movement.

- a. All community facilities and trails should be compliant with current ADA requirements.
- b. In general, long, straight roads are discouraged. The use of curvilinear streets, knuckles or cul-de-sacs is encouraged to provide variety and visual interest in the streetscape. These concepts also promote the creation of “neighborhoods within neighborhoods.”
- c. Fronting a single-family unit on collector streets is prohibited.
- d. Uniform front yard setbacks in residential areas shall be avoided. Customized setbacks have been created for the Loma Colorado Redevelopment Plan that are based upon land use categories. These land use categories will be applied to the properties after approval of the Loma Colorado Redevelopment Plan. Land Use categories include; Low Density Single-Family (LD), Medium Density Single-Family (MD), High Density Single-Family (HD) for residential uses. Mixed Use (MU) is shown for the mixed-use (commercial, industrial, multiple-family) areas.
- e. Varying the placement and orientation of garages also helps to avoid the creation of a monotonous streetscape visually dominated by garage doors. The visual impact of garage doors may be minimized by placing them even with, or set back from, the house fronts, rather than projecting out from the house. Side-entry garages may be used for wide lots (including corner lots) or on narrow lots if the garage is extended in front of the home creating an L-shape.
- f. Open space and pedestrian connectivity are the backbone of Loma Colorado. This is accomplished through a comprehensive network of trails; large open spaces and arroyo crossings. Pedestrian openings at the end of cul-de-sacs or openings in perimeter walls are encouraged to allow pedestrian connections between subdivisions, multi-family areas, commercial areas, and adjacent streets. For these connections, a minimum 14-foot wide access easement with a minimum 6-foot wide walk is required. In some cases, these access points may double as utility easements.
- g. The design of vehicular circulation and parking areas within multi-family developments shall provide for safe and convenient movement of vehicles, limit vehicular/pedestrian conflicts, limit paved areas, and soften their visual impact. Parking areas shall be sufficient to serve the complex without utilizing adjacent streets.
- h. In multi-family developments, parking areas shall be screened from public streets by appropriate landscaping techniques, including earthen berming, and/or 2’ (min.) masonry walls.
- i. Bicycle parking shall be provided in multi-family developments in a manner that provides convenient access to their use by each building.

All trail concepts shown in this Plan are illustrative. Irrigated landscape is located at key nodes. Xeric landscape is located between these nodes.



2. Signage

Signage should enhance the overall attractive character of the community, as well as provide information and direction to residents and visitors. Effective site signage functions not as a separate entity but as a coordinated element of its environment. A common design theme for signage within Loma Colorado will enhance the community image. Size and placement of all signage should be considered an integral part of the site development process. Signs shall be designed, sited, and installed to avoid disruption of vehicular sightlines as well as conform to existing Rio Rancho regulations. All signage shall be further restricted by private covenants and reviewed by the HOA.

3. General Lighting

The objective of the lighting guidelines is to preserve the “dark sky” while providing lighting that enhances the safety, security, and visual aesthetics of the area. Careful attention to lighting detail will contribute to the sense of a cohesive community image. Lighting design and features will differ according to the land use. Lighting design shall support transitions between varying uses. In all cases, light fixtures and standards shall conform to local safety illumination standards and existing City regulations. Additional restrictions on lighting will be imposed through privately enforced covenants, conditions and restrictions (CC&Rs). All lighting will be designed in order to be in compliance with the State of New Mexico Night Sky Regulations.

- a. General: Site lighting equipment shall be hooded, shielded, and aimed so as to eliminate glare or light trespass onto adjacent roadways and properties. Lighting layout shall be coordinated with proposed landscaping and trees to maximize light distribution and avoid conflicts.
- b. Pole Lighting: For spotlights and floodlights mounted overhead on poles, the axis of illumination (centerline of the beam emitted from the lamp) shall be adjusted to an angle not greater than 20 degrees from the vertical line between the fixture and the ground. No pole-mounted lighting may exceed a mounting height of thirty-two (32) feet above finished grade.
- c. Accent Lighting: Accent lighting intended to highlight site features, such as trees and auxiliary structures, shall be metal halide. Fixtures shall be concealed from view or provided with louvers, diffusers, or glare shields as necessary to eliminate glare on adjacent roadways and properties. Lamps shall be limited to 150 watts.
- d. Bollards: All bollard lamping shall be metal halide and shall be fitted with louvers, diffusers, or glare shields as necessary to eliminate glare on adjacent roadways and properties.
- e. Emergency Services Lighting: Lighting required by Police or Fire departments or other municipal services shall be exempt from the requirements of these guidelines.
- f. Seasonal Lighting: Decorative seasonal lighting is permitted October 31 through January 31.

- g. ADA Compliance: All lighting shall incorporate barrier-free design and comply with all accessibility criteria of the City of Rio Rancho.
- h. Lighting Installation: The Owner/Developer is responsible for obtaining any applicable approvals and permits prior to installation of lighting. Where any provision of federal, state, county, or city statutes, codes, or laws conflicts with any provision of these guidelines, the most restrictive shall govern unless otherwise regulated by law.

4. Street Lighting

- a. Lighting shall be located to enhance the safety of pedestrian and vehicular flows at key points along roadways. Light shall be concentrated at intersections and pedestrian crosswalks. The maximum height of street light fixtures shall be as required by the City of Rio Rancho.
- b. Light spillage on adjacent properties is prohibited. Light fixtures shall be recessed or shielded.

5. Pedestrian Lighting

- a. Lighting shall be pedestrian oriented in districts with high pedestrian traffic, such as the commercial, mixed use, and community center areas. Bollard or other low-level lighting shall be used along community center sidewalks and other public areas. Light fixture heights will be regulated in the CC&Rs.
- b. Bollard material and design shall be compatible with the adjacent buildings. Polycarbonate lenses and guards shall be provided for bollards and other types of low-level lighting.
- c. Lighting may be used to accent landscape features. This type of lighting shall only illuminate the intended landscape feature. Concealed lighting sources are recommended and shielding is required.
- d. Lighting for the trail system shall be provided at an appropriate spacing to create a safe and secure environment.

6. Site Utilities

The purpose of these guidelines is to promote the coordinated development of utilities within Loma Colorado and to minimize utility costs and visual impacts associated with utility structures.

- a. Utility easements shall be provided as required.
- b. All permanent utilities shall be located underground.
- c. Transformers shall be grouped with utility meters and screened from view where possible.

7. Landscape and Streetscape (Residential Streets)

The key to creating a truly livable and high quality environment will be the development of a comprehensive landscape master plan. The environmental, as well as aesthetic, value of landscaping in an arid region cannot be overestimated. Landscaping should be used to frame views, as a noise and view buffer, to break up large expanses of parking, to provide wind protection, shade, and relief from the heat and glare generated by development, to control soil erosion, and enhance pedestrian and vehicular traffic and safety.

Recognizing the increased public awareness of water conservation, this Redevelopment Plan promotes the use of native and naturalized plant species that perform well in an arid environment. The Redevelopment Plan further promotes this philosophy forward through use of botanical education. The trail system will be provided with information about the plant materials experienced throughout the community. Major arterials shall be landscaped with native and adaptive species and can serve as a demonstration project to the rest of the community. A Plant Palette and xeriscape principles of design will be included in the CC&Rs.

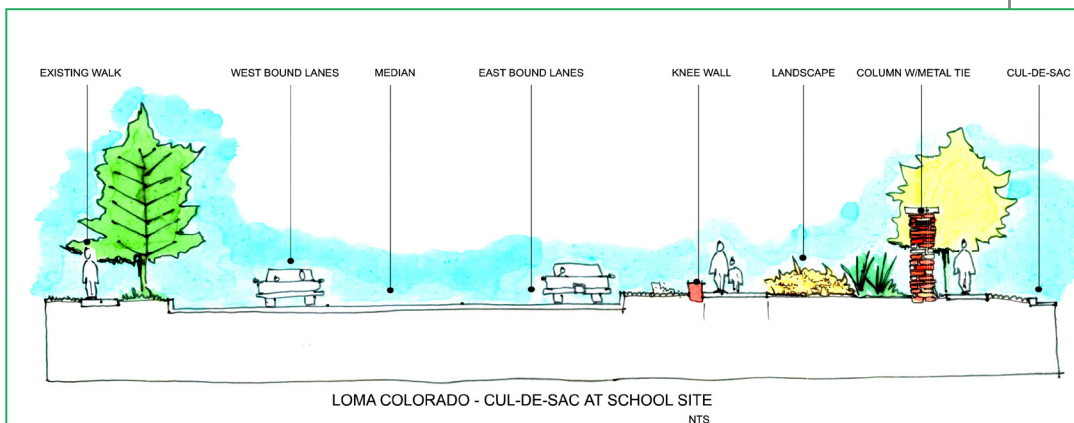
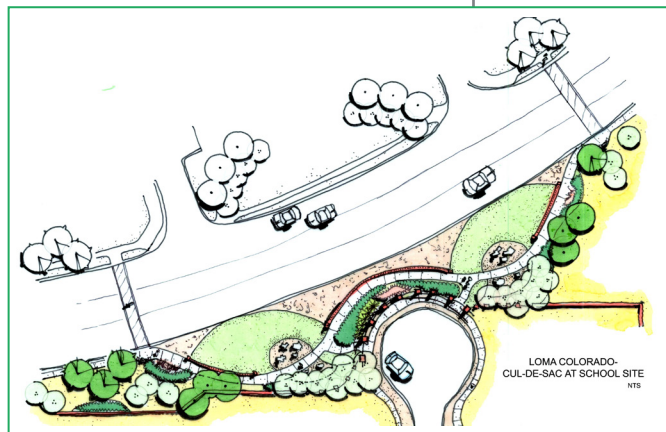
Special attention should be given to convey the overall landscape concept of a formalized landscape at the entryways that becomes more informal as one approaches the central nature preserve.

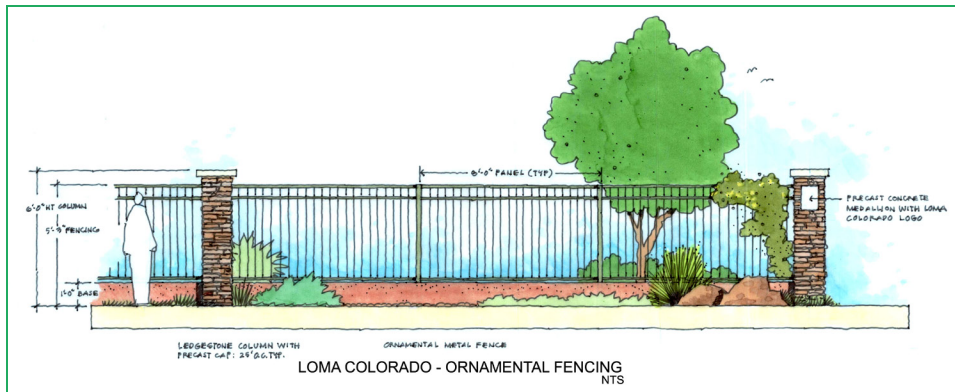
- a. Residential Landscape
 1. Individual homebuilders shall be required to provide front yard landscaping for each house through the developer's CC&Rs. The landscape plans will require approval by the HOA.
 2. Accent surfacing and mineral mulch materials, such as river cobble and/or boulders are encouraged.
 3. Landscaping in accordance with an approved plan, by development phase for residential subdivision perimeter landscaping, shall be installed in accordance with the CC&Rs.
- b. Common Landscaped Areas
 1. Turf use limitations are established within the CC&Rs.
 2. If turf is to be used in non-pedestrian areas, it shall be a drought tolerant grass species.
 3. Undeveloped areas held in reserve for future building or pavement shall be seeded with a mixture of native grasses/wildflowers.
 4. Coverage of the common landscape areas with vegetative plant material will be governed by existing City regulations and the future CC&Rs.

c. Streetscapes

Streetscape design is another key factor in determining neighborhood quality and livability. Providing streetscape amenities such as landscaping and street trees, benches, bus shelters, bike racks, and trash receptacles creates an attractive community for residents and visitors. A consistent landscape theme in residential areas will reinforce community identity. Providing large canopied street trees in residential areas will soften the streetscape and provide the feeling of an established neighborhood as the trees reach maturity.

1. Street trees shall be provided along major and minor roads as determined by the CC&Rs. Trees in medians and allowable species of trees will also be regulated through the CC&Rs.
2. In addition to the individual residential landscape requirements in the CC&Rs, a minimum of two trees shall be required per lot, to be provided by the Builder. Maintenance of these trees shall be the responsibility of the individual homeowner.
3. Street trees shall be planted in accordance with requirements of the City of Rio Rancho and with requirements of the CC&R's. If a conflict between these regulations occurs, the most stringent requirement shall apply.
4. High water use turf shall not be used within the street R.O.W. Low water use turf, such as Buffalo Grass or Blue Grama Grass, may be used.
5. Automatic underground irrigation systems shall be provided for all landscaped areas, in accordance with the requirements of the CC&Rs.





8. Mechanical Equipment

Mechanical equipment screening and siting considerations will be controlled through the subsequent CC&Rs.

D. PUBLIC SPACE, OPEN SPACE AND PARK DESIGN GUIDELINES

1. Streetscape

Loma Colorado is a self-sufficient mixed use development providing employment, housing and local amenities for the residents of the community. The development of a bold and dynamic entry and streetscape is critical in defining a unique image for Loma Colorado. The streetscape will provide a unifying element that weaves its way through, and ties together the vast development potential of the project. Specific streetscape requirements shall meet City of Rio Rancho requirements or standards set forth in the CC&Rs, whichever is more stringent.

2. Bicycle Facilities

Providing convenient bicycle facilities to encourage non-vehicular travel within Loma Colorado will be encouraged in support of the Redevelopment Plan's goal of supporting alternative modes of transportation.

3. Site Landscape

The landscape environment serves to enhance the visual dynamic of the development and aid in reinforcing the street edge and pedestrian environment. Landscape elements, such as street furniture, lighting, bollards, and graphic pylons shall be used to reinforce the street edge. A clear theme and image for Loma Colorado will be established through the use of these materials, as well as consistent paving materials, plantings, signage, etc. These site landscape requirements will meet all the regulations of the City, and will be addressed in additional detail in the CC&Rs. Consideration will be given to spacing and sizing of plant materials, coverage of site area, water conservation, and other site landscape issues.

4. Site Design

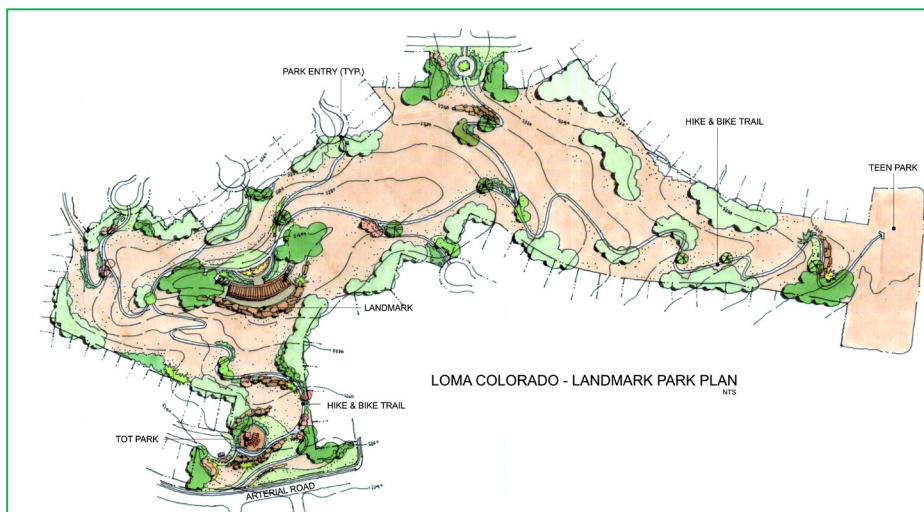
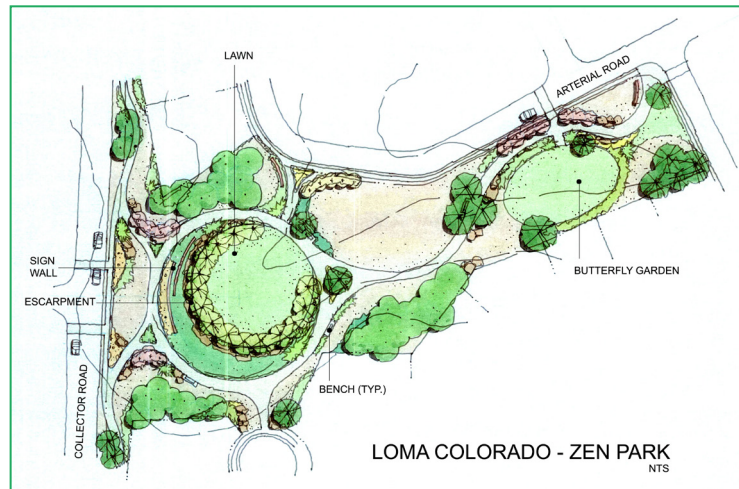
The intent of the site design guidelines is to create pedestrian-friendly environments for employees and visitors that are compatible with adjacent existing and proposed facilities.

- a. Cross-access easements shall be provided between adjoining parcels.
- b. Outdoor patio spaces with shade trees and/or shade structures are encouraged and may be required in the CC&Rs.
- c. Sidewalk requirements shall be consistent with those used by the City of Rio Rancho except for Loma Colorado Boulevard when the sidewalk may be replaced by a trail along one side of the street, and when the street section may not be centered in the right-of-way. This is especially true in high slope areas along Loma Colorado. Additional landscape requirements, sidewalk width enhancements, and locations may be defined in the CC&Rs.
- d. Pedestrian connectivity extends out to meet local points of interest such as; Rio Rancho High School, Rio Rancho Sports Complex, the proposed Mixed-Use Activity Center and each adjacent residential community. Pedestrian connections shall be provided from each building to the internal circulation system and to adjacent roadways. Shade trees should be provided along the pedestrian connection.
- e. Design, paving materials, trail design, and requirements for landscape or shade provision may be required through CC&Rs.

5. Open Space and Parks

The open space and park areas within Loma Colorado are intended for both active and passive recreational uses, such as jogging, bicycling, picnicking, playground and ball field use, etc., while also fulfilling their additional function for water quality and drainage.

All park concepts shown in this Plan are illustrative. Irrigated landscape is located at key nodes. Xeric landscape is located between these nodes.



E. COMMERCIAL DESIGN GUIDELINES

These standards address the issues of landscape, setbacks, pedestrian amenities, screening, lighting, signage, and architecture that will create the visual image desired for commercial and light industrial development within the Loma Colorado Redevelopment Plan. These standards address commercial and office projects.

1. Pedestrian and Site Amenities

The creation of an attractive and functional commercial environment will depend on creative site design and will be a primary design objective for the commercial areas in Loma Colorado. Objectives to achieve this goal include maintaining a high quality and consistency in style for site amenities including benches, plazas, walkways, lighting, etc.; providing for attractive building design and massing; and creating separate vehicular and pedestrian circulation systems in order to support the creation of a user-friendly commercial center.

The use of alternative paving materials (brick, colored concrete, decomposed granite, etc.) for pedestrian pathways are encouraged. Public art is another site amenity that is strongly encouraged, and if proposed, should be part of the subsequent building plans. The following pedestrian features should be integrated into all site designs:

Pedestrian connections to buildings should be provided in parking lots with greater than 50 spaces and should connect to adjacent roadways, sidewalks, and pathways.

Pedestrian crossings shall be clearly demarcated with special paving treatment where they cross vehicular entrances and drive aisles and where City trails cross streets.

Freestanding restaurants, if proposed by subsequent Site Plans, shall provide outdoor patios and shall be shaded by trees and/or a shade structure that is architecturally integrated with building architecture.

Bicycle storage racks that are conveniently located near building entrances shall be provided. The minimum number of bicycle racks shall be determined by the number of parking spaces provided, consistent with the City Zoning Code.

2. Parking

In order to support the goals for the property regarding pedestrian accessibility, careful attention should be paid to the parking design. An effort should be made by site designers to lessen the impact of parking facilities on the land. In order to lessen the visual impact of parking areas, parking facilities should be broken up into a series of smaller areas.

Handicapped parking spaces shall be provided adjacent to building entries.

The total minimum amount of parking provided shall meet parking requirements in the City Zoning Code.

Structures and on-site circulation systems should be located to minimize pedestrian/vehicle conflicts. Pedestrian access shall be provided to link structures to the public sidewalk.

Parking areas shall be designed to include a pedestrian link to buildings.

In cases where parking is adjacent to roadways, a combination of landscaping and low walls for screening purposes shall be required. All walls shall be architecturally compatible with surrounding buildings.

3. Setbacks

The use of building and parking area setbacks is required to provide space for the creation of visually attractive streetscapes. Required within these setbacks will be pedestrian walkways and screening materials, including landscaping, earthen berms, and walls.

Commercial and office development shall comply with the buildings setback requirements of the C-1 Zone in the City Zoning Code.

Accessory structures shall comply with the City Zoning Code.

To allow for an appropriately sized landscape buffer adjacent to roadways, parking areas shall be setback a minimum of 15 feet from the right of way, except along Northern Boulevard where the setback shall be 25 feet.

4. Landscape

The development of an overall landscape concept will establish a framework that unifies the property. The landscape design should emphasize native and naturalized plant species. All landscaped areas need to be coordinated and responsive to existing environmental conditions and local building policies. These standards are to be used as a supplement to City requirements.

A minimum of 15 percent of the site area for commercial, office, and multi-family projects (minus the building square footage) shall be devoted to landscape materials.

Landscaped areas shall be a minimum of 36 square feet and a minimum width of 6 feet. Living, vegetative materials shall cover a minimum of 75 percent of the landscaped areas. The area and percentage is calculated based on the mature canopy size of all plant materials.

All planting areas not covered with turf shall have a ground topping of river rock, shredded bark, gravel mulch, or similar material which extends completely under the plant material.

Appropriate landscape headers shall be used to separate any turf and ground-cover areas.

To shade and mitigate the negative visual impact of large expanses of pavement, interior parking areas shall have one tree for each 10 parking spaces with no space being more than 100 feet from a tree.

75 percent of the required parking area trees shall be deciduous and have a mature height and canopy of at least 25 feet.

An automatic underground irrigation system shall be provided to support all required landscaping. Irrigation components should be checked periodically to ensure maximum efficiency.

Minimum plant sizes at time of installation shall be as follows:

Trees 1 1/2 inch caliper, or 10 to 12 feet in height

Shrubs & Groundcovers 1 gallon

Turf grasses shall provide complete ground coverage within 1 growing season after installation.

5. Screening/Walls and Fences

The effective use of screening devices for parking lots, loading areas, refuse collection, and delivery/storage areas is essential to limit their adverse visual impact on the property. The site orientation of these elements shall be away from any street or pedestrian area. The standards established in the landscape and setback sections will provide the main objectives to screening unattractive elements and activities.

6. Screening

The following screening is to limit adverse visual impacts caused by various uses and/or equipment that is common to commercial properties. All such screening should be compatible with other structures on the property and should have some common architectural features found within the development, such as: colors, materials, and decorative features.

Parking areas shall be located away from adjacent streets and properties and shall be screened with plant materials, walls, or earthen berming. Such screening shall have a minimum height of 3 feet.

All outdoor refuse containers shall be screened within a minimum 6 foot tall enclosure which is large enough to contain all trash generated between collections. Trash enclosures shall be screened with plant materials.

The design and materials for refuse collection enclosures shall be compatible with the architectural theme and materials of the site and adjacent buildings.

No refuse collection areas shall be allowed between streets and building fronts.

All mechanical equipment shall be screened from adjacent public rights-of-way and properties. All mechanical equipment shall be screened from public view by materials of the same nature as the basic materials of the building.

7. Architecture

The architectural design should demonstrate high quality aesthetic character throughout the property and should respond to climate, views, solar access, and aesthetic considerations.

Commercial buildings will be a hybrid of New Mexico architectural styles, ranging from traditional to contemporary incorporating stucco surfaces, stacked stone wainscot and tower elements, precast concrete posts, lintels, cap stones, and ramadas and clay tile roof elements. Materials will be natural rather than synthetic, in warm colors ranging from light to dark tans, terracotta red to deep browns. Roof mounted mechanical equipment will be screened from view by parapets or mechanical screens. Ground-mounted equipment will be screened by building elements or landscaping. All sides of all buildings will be architecturally articulated with the elements described and illustrated above.

All commercial buildings shall comply with City Zoning Code, as well as other local building and fire codes.

Finished building materials shall be applied to all exterior sides of buildings and structures and shall be consistent on all sides. Any accessory buildings and enclosures, whether attached or detached from the main building, shall be of similar compatible design and materials.

No plastic or vinyl building panels, awnings, or canopies are allowed. Awnings and canopies, if used, shall be integrated with building architecture.

Building heights should be kept to a minimum. Maximum height shall be limited to 55 feet, including any parapets. Towers and other non-habitable architectural features may be used provided they do not exceed a height of 60 feet and area compatible with the architecture.

Entryways to non-residential and multi-family buildings shall be clearly defined.

8. Lighting

In order to enhance the safety, security, and visual aesthetics, careful consideration must be given to both the daytime and night-time appearance of the lighting design and fixtures. The primary design objective of the site lighting system shall be to maximize public safety while not affecting adjacent properties, buildings, or roadways with unnecessary glare or reflection.

In order to accomplish the lighting goals, the following guidelines shall be required for the design of the lighting system:

All lighting shall comply with the City Zoning Code. Placement of fixtures and standards shall conform to state and local safety and illumination standards.

All lights shall be shielded source with glare cut off angles of a maximum of 75 degrees to prevent spillage onto adjoining properties or light pollution of the existing "dark sky". Cobra and sodium lights are prohibited.

The height of street lighting and parking area lights shall be kept to a minimum necessary to meet safety requirements.

Individual site lighting standards shall blend with the architectural character of the buildings and other site fixtures.

The location of light fixtures shall be identified on subsequent site plans. The maximum mounting height of luminaries for pedestrian scale lights shall be 20 feet in height. The maximum mounting height of luminaries for parking lot lights shall be a maximum of 30 feet in height, except where they are within 70 feet of residential, they shall be 20 feet in height.

Site lighting shall be restricted to a maximum off-site luminance of 1,000 lamberts from any point and 200 foot lamberts from any residential property line.

Accent lighting is permitted, however, surface lighting is limited to an average of 2 foot-candles measured 4 feet from the surface level of any point on the building surface being lighted.

Average light level shall be limited to 2 foot-candles with maximum levels limited to 16 foot-candles as measured from 4 feet above the surface level of any point on the site.

9. Signage

The following signage standards were developed to regulate the size, location, type, and quality of sign elements within Loma Colorado. The goal is to provide a signage program that is of high quality, maintains a consistent style, creates a sense of arrival, and complements the visual character of the property.

All signs, including quantity, shall be in compliance with City Sign Ordinance

Entry signs shall be monument type and shall complement the materials, color, and architectural character of the buildings.

Free-standing signs shall be designed that do not require any external bracing, angle-iron, guy wires or similar devices.

No signage is allowed that uses moving parts, makes audible sounds, or has blinking or flashing lights.

Signs shall not overhang into the public right-of-way or extend above the building roof line.

Off-premise signs and portable signs are prohibited.

Building mounted signs shall:

- Identify the name and business of the occupant or of those offering the premise for sale or lease;
- Not have too many different colors;
- Have a significant contrast between the background and the text in order to ensure readability; and
- Not intrude upon any architectural features, including windows, columns, mouldings, or other decorative features.

No illuminated plastic panel signs are allowed except business logos.

Signs on buildings shall not be illuminated where light from the sign will impact adjacent residential or natural areas.

10. Utilities

To ensure the overall aesthetic quality of the property and the natural environment, the visual impact of utilities and equipment should be minimized by the following:

All new electric distribution lines shall be placed underground.

Transformers, utility pads, and telephone boxes shall be appropriately screened with walls and/or vegetation when viewed from the public right-of-way.

When an above-ground backflow prevention device is required by the City of Rio Rancho, the enclosure shall be constructed of materials compatible with the architectural materials used as the main elements of the building. If pre-fabricated fiberglass enclosures are used, they shall be appropriately screened from view by walls and/or landscaping.

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LOMA COLORADO MIXED USE DEVELOPMENT, DESIGN STANDARDS FOR MULTI-FAMILY DEVELOPMENT

Appendix B

SECTION 1

1.1 ARCHITECTURAL REVIEW PROCESS

The Architectural Review Committee (ARC) will analyze all potential projects relative to these standards to ensure the realization of the Development Concept. A conceptual site plan, landscaping plan and building elevations along with colors and materials shall be submitted to the ARC by the individual project developers for review and comment. Approval must be obtained prior to proceeding with the construction documents and submittal for building permit. Approval will be granted when the individual project meets the requirements of these standards to the satisfaction of the ARC. Requests for variances shall be submitted in writing along with the design review submittal. Decisions by the ARC are final.

DESIGN STANDARDS

To ensure that the Mixed Use properties are developed in a manner complementary to the rest of Loma Colorado, the development guidelines are organized into improvement categories as follows:

2.1 SITE PLANNING

2.1.1 Building Placement

- Relationship to Street:
 - Buildings may be located to provide gaps through which other buildings may be seen to enhance the visibility of those interior buildings.
 - Buildings placed along Northern Boulevard shall address the street with entrances and signage. Loading/service areas may not be located facing the street.
- Relationship to Parking:
 - Buildings shall be setback from parking to accommodate planting areas plus a minimum 6' clear sidewalk along the entrance façade(s).
 - Parking areas shall be located between buildings.
 - Parking areas are allowed in the gaps between buildings along the street, as mentioned above.

2.1.2 Parking and Vehicular Circulation

- Parking will be 1 space/studio apartment and 1.5 spaces per 1 and 2 bedroom apartments with 6 spaces for staff and visitor parking for each apartment complex.
- Carports and garages are allowed if materials are closely related to building architecture.
- Access to dumpsters, storage yards and loading areas shall be screened from the street.
- Allowable materials for driving surfaces shall include asphalt, concrete (plain, textured, colored), concrete pavers, stone pavers, and brick.
- Allowable materials for parking surfaces shall include all the materials noted allowable for driving surfaces plus pervious paving surfaces such as poured or modular pervious concrete products, pervious asphalt, and gravel/grid systems such as Gravelpave2.

2.1.3 Pedestrian Connections/Amenities

- Pedestrian connections to other areas of Loma Colorado shall be provided with sidewalks, crosswalks and trails.

- Sidewalk design and placement shall be coordinated and designed to function with existing sidewalk improvements in the area.
- Cross slopes on sidewalks and pedestrian corridors shall not exceed 2%.
- Pedestrian circulation shall be separated as much as possible from vehicular circulation corridors through the use of sidewalks, attractive barriers and/or landscaping.
- Sidewalks shall have a minimum clearance of 6' along the entrance façade(s) of the buildings.
- Handicapped Accessible parking shall be located adjacent to main building entries or as required by code.
- All handicapped ramps necessary to serve a particular portion of a development shall be constructed during individual tract development.

2.1.4 Service Areas

- Service areas shall be located away from pedestrian areas and the public right of way.
- Trash receptacles shall be contained within walled enclosures with opaque gates.
- Access points through walls screening service areas shall be constructed of metal gates with decorative patterns based on the Loma Colorado Identity standards. In areas that are unviewable from parking areas, pedestrian walkways or public right-of-way the decorative patterns shall not be required.
- Screening: Walls, matching the adjacent buildings in materials detailing and color, shall be used to screen electrical equipment, and trash collection areas. See Architecture below. In areas that are unviewable from parking areas, pedestrian walkways or public right-of-way the materials detailing and color can be of a less intensive design.

2.2 LANDSCAPE:

Landscape Concept: The landscape at the Loma Colorado Mixed Use Area is integral in establishing the overall framework that unifies individual sites. Landscaping will be used to highlight entrances and circulation corridors, and provide shade, scale, color and texture.

2.2.1 General Landscape Standards

- A 15' landscape setback shall be as required in the Amended Loma Colorado Redevelopment Plan.
- Landscaping along Northern Boulevard and Loma Colorado Boulevard will be more densely planted than along other boundaries of the Mixed-use zone.
- Landscape will provide screening for parking areas and against site walls to soften the edges of these areas.
- Any building landscaping and/or irrigation shall be designed to conform with the Geotechnical Reports specifications and recommendations, which may modify other requirements contained herein.

2.2.2 Treatment of Landscape Areas/Zones:

- Entrance Landscaping:
 - Landscape plantings shall be more intense at vehicular and pedestrian site entrances and adjacent to building entries.
 - Landscaping in these areas will be more dense than other areas and may be differentiated from others areas by species as well as color, texture and/or height.
 - Shade trees along entry drives shall be of the same species (or combination of species).

- Landscape and pots: Landscaping can be in the form of planting beds, raised planters, pots, etc.
- The landscape character shall relate to the residential entries shown in the Amended Loma Colorado Redevelopment Plan.
- **Parking Area Landscaping;**
 - Parking areas shall be broken up through the use of landscaped planting areas and trees. Planting areas in the form of 6' diamonds, landscape bulb-outs or landscape medians with a minimum width of 8' shall be used where applicable. See also the Parking and Vehicular Circulation section of this document.
 - Landscape plantings along major vehicular and pedestrian corridors will be more densely planted than other landscape areas of the parking lots.
 - Trees shall be provided within parking areas along pedestrian paths and in planting beds.
- **Building Landscaping:**
 - Landscape plantings shall be more intense at vehicular and pedestrian site entrances and adjacent to building entries. Landscaping in these areas will more be dense than other areas and may be differentiated from others areas by species as well as color, texture and/or height.
 - Landscaping shall be used at building entries in the form of planting beds, raised planters and pots to soften building entries. Space may be provided between plantings for pedestrian access to building entries.

2.2.3 Irrigation

- See requirement in the Amended Loma Colorado Redevelopment Plan.

2.2.4 Plant Palette

The plant palette for the Mixed-use area of Loma Colorado is a reduced version of the Amended Loma Colorado Redevelopment Plan plant list. The design intent is to create an attractive, colorful, comfortable desert landscape that supports the activities in the Mixed-use area and complements the architecture of the site. The reduced palette of plants will help bring a sense of continuity and identity to the area, even if it is developed by multiple parties.

- **Trees**
 - *Chilopsis linearis* (Desert Willow)
 - *Chitalpa tashkentensis* (Chitalpa)
 - *Forestiera neomexicana* (New Mexico Olive)
 - *Juniperus virginiana* 'Emerald Sentinel' (Eastern Red Cedar)
 - *Pinus eldarica* (Afghan Pine)
 - *Populus fremontii* 'Wislizeni' (Rio Grande Cottonwood)
 - *Quercus shumardii* (Shumard Oak)
 - *Quercus texana* (Texas Red Oak)
- **Shrubs and Groundcovers**
 - *Atriplex canescens* (Fourwing Saltbush)
 - *Baccharis sarathroides* (Desert Broom)
 - *Buddlei davidii* (Butterfly Bush)
 - *Caryopteris clandonensis* (Blue Mist Spirea)
 - *Chrysothamnus nauseosus* (Chamisa)
 - *Ephedra* spp. (Joint Fir)
 - *Ericameria laricifolia* (Turpentine Bush)

- *Fallugia paradoxa* (Apache Plume)
- *Hesperaloe parviflora* (Red Yucca)
- *Lavandula* spp. (Lavender)
- *Rhus* spp. (Sumac)
- *Rosmarinus officinalis* (Rosemary)
- *Santolina* spp. (Santolina)
- *Spartium junceum* (Spanish Broom)
- **Vines**
 - *Campsis radicans* (Trumpet Vine)
- **Flowers**
 - *Artemisia ludoviciana* (Prairie Sage)
 - *Gaillardia grandiflora* (Blanketflower)
 - *Hymenoxys acaulis* (Angelita Daisy)
 - *Liatris* spp. (Gayfeather)
 - *Oenothera berlandieri* (Mexican Evening Primrose)
 - *Osteospermum baberiae* 'Compactum' (Hardy African Daisy)
 - *Penstemon barbatus* (Beartongue)
 - *Rudbeckia* spp. (Rudbeckia)
 - *Sphaeralcea* spp. (Globemallow)
- **Ornamental Grasses**
 - *Helictotrichon sempervirens* (Blue Avena)
 - *Festuca ovina glauca* (Blue Fescue)
 - *Miscanthus sinensis* (Maiden Grass) varieties: 'Gracillimus' (Silver Maiden Grass), 'Morning light' (Morning Light Maiden Grass), 'Nana' (Dwarf Maiden Grass), 'Strictus' (Porcupine Grass), 'Variegatus' (Variegated Maiden Grass), 'Yaku-Jima' (Dwarf Maiden Grass), 'Zebrinus' (Zebra Maiden Grass)
 - *Muhlenbergia capillaries* 'Regal Mist', (Muhly Grass)
 - *Pennisetum alopecuroides* (Fountain Grass) varieties: Moudry (Black), Little Bunny (Dwarf), Hameln, Orientale
 - *Sporobolus heterolepis* (Prairie Dropseed)
- **Turf Grasses**
 - Warm Season Grass Mix
 - *Buchloe dactyloides* (Buffalo Grass)
 - *Bouteloua gracilis* (Blue Grama)
- **Accents**
 - *Agave* Spp. (Century Plant)
 - *Dasyliirion wheeleri* (Sotol)
 - *Opuntia* spp. (Prickly Pear Cactus)
 - *Yucca baccata* (Spanish Dagger)

2.3 ARCHITECTURE

2.3.1 Architecture

- The style of the buildings shall be based on the aesthetic created in the Amended Loma Colorado Redevelopment Plan for entrance features, walls and shade structures.
- Buildings shall be designed to provide human scale, interest and variety.
- Variation in building form, such as recessed or projected bays, expression of architectural or structural modules or detail; diversity of window size, shape or pattern that relates to interior functions; emphasis on building entries through projected or

recessed forms, detail, color or materials; variation of materials, material modules and surface relief, color and texture to break up large building forms and wall surfaces; use of open courtyard designs to form transitions between parking areas and buildings.

- Building entrances shall be architecturally treated to create clear visual cues for patrons through the use of towers, portals, overhangs, towers and fenestration.
- All sides of all buildings shall be architecturally treated with the same level of intensity, except where service areas are concealed by screening elements.
- Accessory buildings shall be similar in design and materials as primary building.
- Large buildings over 30,000 square feet shall be located to minimize the impact of windowless walls and service areas on public streets.

2.3.2 Massing

- All buildings shall have a clearly defined, highly visible entrance that is obvious to visitors. This effect can be achieved through a combination of massing, changes in height, color, lighting, materials changes and use of planters.
- Building massing shall highlight the location of building entries. Primary pedestrian entries shall be clearly expressed.

2.3.3 Building Heights:

- Per Zoning Code and the Amended Loma Colorado Redevelopment Plan.

2.3.4. Permitted Building Materials:

- All primary buildings shall use materials that are durable, and of a quality that will retain their appearance over time. Material quality is most important on building faces facing public streets and spaces and at primary building entries.
- Building materials shall be a combination of stucco, stone veneer, roof tiles at pitch roof areas, and architectural metal trim. Block is allowable in areas that are unviewable from parking areas, pedestrian walkways or public right-of-way.
- Materials that are visibly simulated or prefabricated are prohibited. Scored plywood is prohibited.
- Glass shall be transparent, no reflective glazing is allowed.

2.3.5 Colors

- Colors of stucco shall be per the color palette defined in the Amended Loma Colorado Redevelopment Plan.

2.3.6 Screening Equipment/ Fences and Walls

- Walls, matching the adjacent buildings in materials detailing and color, shall be used to screen docks, loading areas, electrical equipment, and trash collection areas.
- Rooftop equipment shall be screened from view of public streets and open space by architecturally integrated screening elements.
- Ground mounted utilities shall be screened from view of public right of way and open space.
- Walls and fences shall comply with the intent of the City's design manual for subdivision access and perimeter walls.
- Chainlink fencing is not permitted.
- Walls and fences exceeding four feet in height that are located within the setback area adjoining a public street shall provide variety and articulation at intervals not exceeding 100 feet through either changes in plane, expression of structure, such as post, column, or pilaster.
- The design and materials for walls and fences shall be coordinated with the design and materials of the principal buildings in terms of color, quality, scale and detail.

2.3 DRAINAGE

2.3.1 Pond Areas

- Pond areas where required shall be incorporated into the landscape setback areas in internal landscape zones away from buildings. The landscape materials used in these areas shall be appropriate for intermittently flooded areas.

2.3.2 Water Harvesting

- Passive water harvesting will occur away from building foundations wherever possible and in compliance with the Geotechnical Report specifications and recommendations.
- Parking areas will be designed to harvest water in landscaped medians in an effort to supplement irrigation and improve surface runoff water quality.

2.3.3 Treatment of Sloped Areas

For areas with slopes 3:1 or less:

- Vegetated, cobbled infiltration trenches should be utilized to stabilize upper, middle and lower sections of slope and decrease flow speeds and quantities.
- Sections of slope between infiltration trenches should be treated with separate applications of revegetation seed mix (drill-seeded) and a soil bonding material such as Soilbond.

2.5 UTILITIES

- Location: Whenever possible, above ground utilities shall be located in service areas. If utilities elements are required in public areas, they shall be screened through the use of walls that utilize the same materials, colors and form as the adjacent buildings.
- All power lines are to be located below grade.
- Utility corridors will be located to reduce potential conflicts with landscaping and tree locations.

2.6 LIGHTING

- Dark skies: Site lighting shall conform to the New Mexico Night Skies law.
- Height: The maximum height of pole mounted lighting shall be 30' along the public right of way, and 25' within parking areas.
- Pedestrian scale lighting is encouraged along all pedestrian paths, including the entries of buildings.
- Style consistency: Light fixture design shall be coordinated with the building architecture, and shall be consistent throughout the site.
- Lighting: Service areas shall be lighted to enhance safety and security, but lighting shall not spill out onto the public right-of-way or onto adjacent properties.

2.7 SIGNAGE AND BRANDING

- Consistency: The branding of the Multi-family development shall be coordinated with the identity development for the residential portions of Loma Colorado.
- Color: Colors used in signage and branding shall be as described in the Loma Colorado Identity Development document.
- Type: Typefaces for the development name shall match that described in the Loma Colorado Identity Development document.

APPENDIX C: PLANT PALETTE

A. Trees

Catalpa speciosa (Western Catalpa)
Cercis canadensis (Eastern Redbud)
Chilopsis linearis (Desert Willow)
Chitalpa tashkentensis (Chitalpa)
Crataegus phaenopyrum (Washington Hawthorn)
Forestieri neomexicana (New Mexico Olive)
Fraxinus velutina 'Modesto' (Modesto Ash)
Gleditsia triacanthos inermis (Honey Locust)
Juniperus virginiana 'Emerald Sentinel' (Eastern Red Cedar - female)
Koelreuteria paniculata (Goldenrain Tree)
Pinus eldarica (Afghan Pine)
Pinus leucodermis (Bosnian Pine)
Pinus nigra (Austrian Pine)
Pistachia chinensis (Chinese Pistache)
Platanus acerifolia (London Plane Tree)
Populus fremontii 'Wislizeni' (Rio Grande Cottonwood)
Prunus cerisifera (Purpleleaf Plum)
Pyrus calleryana (Flowering Pear)
Quercus shumardii (Shumard Oak)
Quercus texana (Texas Red Oak)

B. Shrubs and Groundcovers

Atriplex canescens (Fourwing Saltbush)
Baccharis sarathroides (Desert Broom)
Berberis spp. (Barberry)
Buddleia davidii (Butterfly Bush)
Caryopteris clandonensis (Blue Mist)
Chrysothamnus nauseosus (Chamisa)
Cotoneaster spp. (Cotoneaster)
Ephedra spp. (Joint Fir)
Ericameria laricifolia (Turpentine Bush)
Euonymus fortunei (Creeping Euonymous)
Fallugia paradoxa (Apache Plume)
Helichrysum augustifolium (Curry Plant)
Hesperaloe parviflora (Red Yucca)
Juniperus spp. (Juniper - female)
Lavandula spp. (Lavender)
Mahonia spp. (Mahonia)
Potentilla fruticosa (Shrubby Cinquefoil)
Raphiolepis indica (India Hawthorn)
Rhus spp. (Sumac)
Rosmarinus officianalis (Rosemary)
Santolina spp. (Santolina)
Spartium junceum (Spanish Broom)

C. Vines

Campsis radicans (Trumpet Vine)
Parthenocissus tricuspidata (Boston Ivy)

D. Flowers

Artemisia ludoviciana (Prairie Sage)
Arctostaphylos spp. (Manzanita)
Erysimum linifolium 'Bowles Mauve' (Bowles Mauve Wallflower)
Gaillardia grandiflora (Blanketflower)
Hymenoxys acaulis (Angelita Daisy)
Liatris spp. (Gayfeather)
Oenothera berlandieri (Mexican Evening Primrose)
Osteospermum baberiae 'Compactum' (Hardy African Daisy)
Penstemon barbatus (Beardtongue)
Perovskia atriplicifolia (Russian Sage)
Rudbeckia spp. (Rudbeckia)
Sphaeralcea spp. (Globemallow)

E. Ornamental Grasses

Helictotrichon sempervirens (Blue Avena)
Festuca ovina glauca (Blue Fescue)
Miscanthus sinensis (Maiden Grass) also varieties: 'Gracillimus' (Silver Maiden Grass), 'Morning Light' (Morning Light Maiden Grass), 'Nana' (Dwarf Maiden Grass), 'Strictus' (Porcupine Grass), 'Variegatus' (Variegated Maiden Grass), 'Yaku-Jima' (Dwarf Maiden Grass), 'Zebrinus' (Zebra Grass)
Muhlenbergia capillaries 'Regal Mist' (Muhly Grass)
Pennisetum alopecuroides (Fountain Grass) also varieties: Moudry (Black), Little Bunny (Dwarf), Hameln, Orientale
Sporobolus heterolepis (Prairie Dropseed)

F. Turf Grasses

Cool Season Grasses
 Festuca elatior (Tall Fescue)
 Poa pratensis (Kentucky Bluegrass)
Warm Season Grass Mix
 Buchloe dactyloides (Buffalo Grass)
 Bouteloua gracilis (Blue Grama)

G. Accents

Agave spp. (Century Plant)
Dasylirion wheeleri (Sotol)
Opuntia spp. (Prickly Pear Cactus)
Yucca baccata (Spanish Dagger)
Yucca glauca (Soapweed Yucca)



City of Rio Rancho
Development Services
3200 Civic Center Circle NE - Ste 130
Rio Rancho, NM 87144
(505) 891-5005 Fax: (505) 896-8994

February 1, 2024

Kristina Yu
McClain & Yu Architecture & Design
2010 Ridgecrest Dr SE
Albuquerque, NM 87108

RE: Case No. 24-100-00001 (Zone Map Amendment) 821 Loma Colorado Blvd NE, Rio Rancho, NM 87144
Case No. 24-230-00001 (Vacation of Right-of-Way) Vacating a portion of Loma Colorado Blvd NE

Please review the following department comments for these applications and provide applicable revisions as soon as possible:

Planning & Zoning:

1. A shared parking agreement between Loma Colorado, Tract P-1C-A, and Loma Colorado, Tract P-1C-B shall be submitted prior to the submission of a building permit.
2. Show all distance lengths from the proposed structures on 821 Loma Colorado Blvd NE to each property line.
3. Revise ADA access aisles to comply with minimum widths (8' min. width for van accessible spaces, 5' min width for all other ADA access aisles)
4. Provide square footages for all landscaping areas, including notation of trees and bushes to be planted in these areas.
5. Provide square footages for all volleyball and pickleball courts and label dimensions.
6. Provide heights, elevations, and material type for any proposed fences or walls.

Rio Rancho Fire Department:

- IFC 2021 shall be followed.
- Deferred submittals required for Fire Alarm and Sprinkler System
- Plans shall have a NICET III with an FPE stamp and shall have a Certificate of Fitness from the New Mexico State Fire Marshals Office.
- Fire 1 and Fire 2 Plans required.
 - Checklists for all plan submittal found on Fire Marshals page on City's Website.
- Deferred submittals required for Fire Sprinkler, Fire Alarm and Kitchen hood systems.
- Fire Hydrant within 100' of Stand pipes/FDC
 - Remote FDC
 - Fire lane (lose parking spaces).
- Stand pipes designed and installed per 2019 NFPA 14 (buildings over 3 stories)
- Fire Sprinklers:
 - Fire Sprinkler shall be designed and installed per 2019 NFPA 13.
 - Fire Riser room(s) shall be heated.
 - Fire Sprinkler system shall be tied into Fire Alarm system and monitored.
 - Rough in Inspection required for Fire Sprinkler system.
 - Hydrostatic tests shall be witnessed by a member of the Fire Marshals Office.
 - SOW letter with NICET III and FPE for less than 20 sprinkler heads moved.
- Fire Alarm:
 - Fire Alarm shall be designed and installed per 2019 NFPA 72.

- Fire Alarm shall be addressable and monitored.
- All Fire Alarm devices shall be tested and approved at final.
- Record of completion shall be required at Final.
- CO2 Detection shall be required for CO2 tanks over 100lbs.
- Kitchen Hoods shall be designed and installed per 2021 NFPA 17A
- Air Handlers over 2000cfm shall have duct smoke detection.
- Emergency Lighting, Exit signs and Fire extinguishers in approved locations and distances per IFC 2021.
- Further Requirements may be necessary

Gerard Bauer 12/13/23

Engineering:

No adverse comments.

SSCAFCA:

No adverse comments.

Parks and Recreation:

When preparing final site plan and construction plan sets, verify that the appropriate zoning ordinance requirements for C-1 landscaping (% cover, species selection, placement - proposed) and any additional SU zoning requirements are being met. Add information about the location, type, etc. of the irrigation backflow preventer to the irrigation notes. Irrigation backflow preventer will need to be registered and tested per ordinance 54.0. The following is required, but not clear on any of the pages of the attached "site plan" pages and any associated plan notes: Verify that handicap parking spaces are designed and constructed as ADA compliant – with no slope (run, cross slope, etc.) within the handicap parking space and aisle – greater than 2.083% in any given direction. For the accessible aisle between the handicap parking spaces, follow the NM Statute which requires that the striped area meet the requirements set out in NMSA 66-1- 4.1.B] and that 1' high letters that are at least 2" wide stating NO PARKING are stenciled in the aisle. Please reference the Parking Lot Checklist provided by the NM Governor's Commission on Disability for parking space and sign requirements found at: <http://gcd.state.nm.us/wp-content/uploads/2018/11/2015-NM-Accessible-Parking-FINAL2.pdf>. Page 7 of this checklist also clearly shows the type and color/s of handicap parking signs (New Mexico specific) to be installed, as well as the language required per State Statute.

If you have any additional questions or concerns please feel free to contact me at any time.

Respectfully,

Tim Dvorak

Tim Dvorak
Municipal Planner II
Development Services Department

City of Rio Rancho
(505) 896-8361
tdvorak@rrnm.gov

Attachment I: Ordinance No. 71, Enactment No. 94-069

Timothy Dvorak

From: Daniel McCabe <dmccabe@legacychurchnm.com>
Sent: Thursday, February 1, 2024 12:00 PM
To: Timothy Dvorak
Subject: [CAUTION: SUSPECT SENDER] Zone map Request Case No 24-100-00001 821 Loma Colorado Blvd NE, RR NM 87124

Warning! This message was sent from outside your organization and we were unable to verify the sender.

You don't often get email from dmccabe@legacychurchnm.com. [Learn why this is important](#)

Hello Mr. Dvorak,

Thank you for sending us the notification.

Our only concern is that the new SU use is open to alcohol.

I do not see how that would be permissible so close to land owned by a church with plans for a school.

Just wanted that to be on the record.

Daniel McCabe
Legacy Church

Timothy Dvorak

From: Cody Joiner <cjoiner@nmgamingllc.com>
Sent: Friday, February 2, 2024 5:40 PM
To: Timothy Dvorak
Subject: Zone Map Amendment Request

Caution! This message was sent from outside your organization.

You don't often get email from cjoiner@nmgamingllc.com. [Learn why this is important](#)

To whom it may concern:

This email is in regards to the Zone Amendment Request Case No. 24-100-00001.

As the owner and resident of 903 Mesa Roja Trail, a property described in the map key as a "noticed abutting property", I would like to endorse the zone map amendment. The amenities described would be beneficial to the growth and attraction to current and potential residents of Loma Colorado and surrounding communities.

Thank you for your consideration.

Best,

Cody Joiner
President
New Mexico Gaming, LLC
505-830-3479
cjoiner@nmgamingllc.com



February 2, 2024

**RE: Zone Map Amendment Request Case No. 24-100-00001
(821 Loma Colorado Blvd NE, Rio Rancho NM 87124)**

Dear Property Owner:

You are receiving this notice because your property abuts a site where a land development decision is required by the Governing Body.

The applicant, Michael McDermott, through their agent, McClain & Yu Architecture and Design, requests approval of a Zone Map Amendment from SU: Special Use for Educational, Recreational, and Cultural Uses to SU: Special Use for Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Al Fresco Dining Facilities for the property of 821 Loma Colorado Blvd NE, legally described as LOMA, Tract P1C-B, comprising approx. 1.5250 acres.

The Governing Body will consider this request at a public hearing on **Thursday, February 22, 2024** starting at 6:00 pm in the **Council Chambers of City Hall, located at 3200 Civic Center Circle**. If you would like to comment on this application, you are encouraged to send in comments in writing to tdvorak@rrnm.gov, which will be presented to the Governing Body. This Governing Body meeting will be hybrid with options to participate virtually or in person. The City highly encourages citizens to watch the meeting live on the City's website www.rrnm.gov or on Sparklight cable channel 56.

For the **Governing Body meeting**, to participate virtually: Join via computer:

<https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGV0czF4MDN0UT09>

Meeting ID: 853 0235 3741 Passcode: 789419 Join via phone: 1-346-248-7799 US

Please do not hesitate to contact me at 505-896-8361 or e-mail me at tdvorak@rrnm.gov if you have any questions about the application or accessing the meeting. The agenda for this hearing and related staff reports will be posted on the City's website, www.rrnm.gov, approximately one week before the hearing.

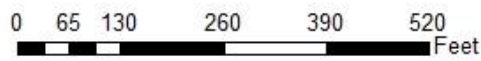
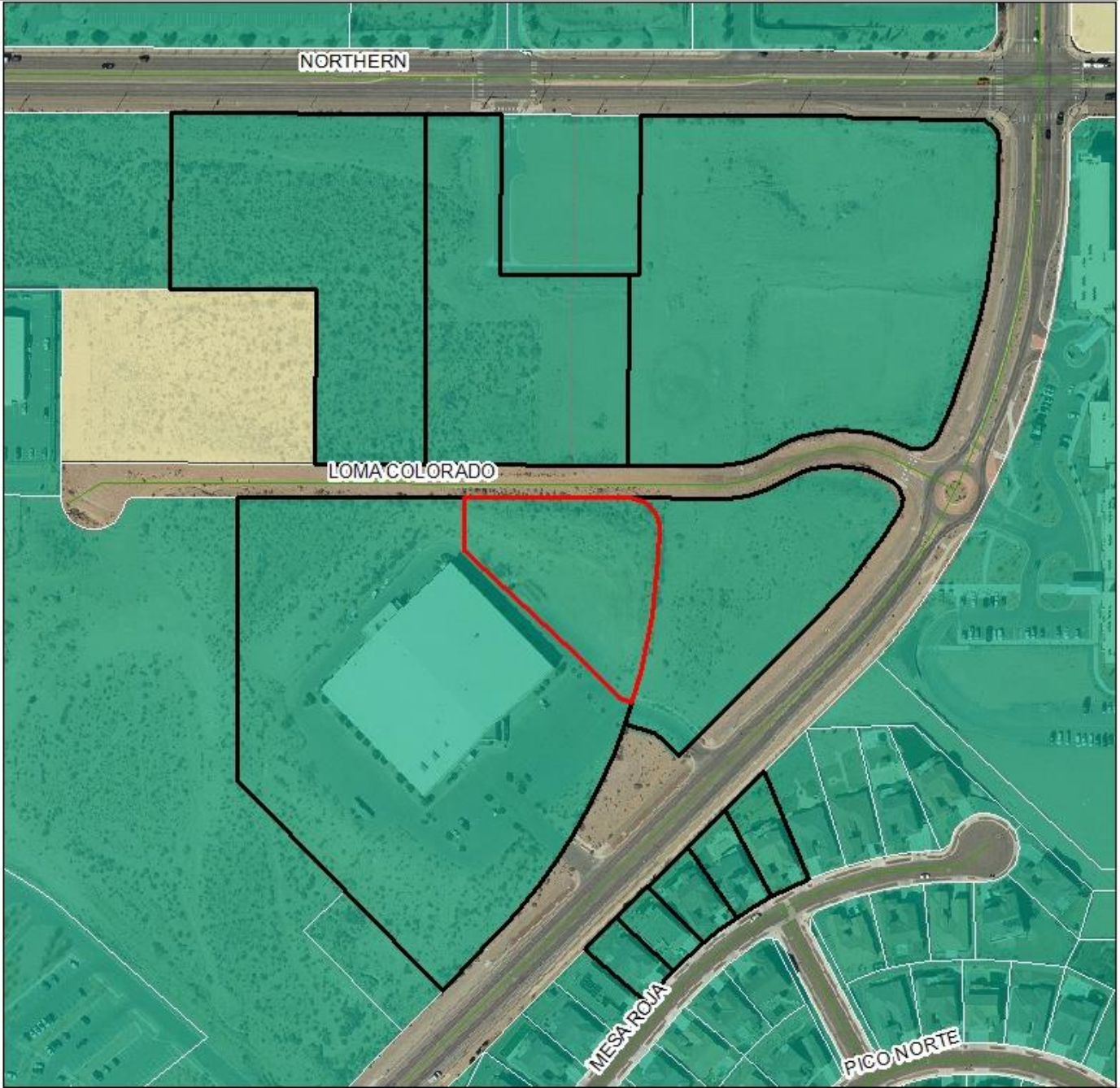
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Public documents including the agenda and minutes can be provided in various accessible formats. Please contact the City Clerk if a summary or other type of accessible format is needed.

Respectfully,

Tim Dvorak

Tim Dvorak
Municipal Planner II
Development Services Department
Planning Division
City of Rio Rancho

821 LOMA COLORADO BLVD NE ZONE MAP AMENDMENT (LOMA, TR P-1C-B)



	Subject Property
	Noticed Abutting Properties
	Roads
Zoning	
	R-1
	SU

DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.



Map Created by Tim Dvorak on 2/2/2024





CITY OF RIO RANCHO
PUBLIC HEARING NOTICE

The Governing Body of the City of Rio Rancho will consider the following matter at its regularly scheduled meeting at 6:00 p.m. on Thursday, February 22, 2024:

Site Plan
Zone Map Amendment
Case #24-100-00001
The applicant, Michael McDermott, through their agent, McClain & Yu Architecture and Design, requests approval of a Zone Map Amendment from SU: Special Use for Educational, Recreational, and Cultural Uses to SU: Special Use for Restaurants, Bars, Lounges, Coffee/Tea Rooms, Delicatessens, & Patio/Al Fresco Dining Facilities for the property of 821 Loma Colorado Blvd NE, legally described as LOMA, Tract P1C-B.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at www.rnm.gov. Materials related to this item is available for viewing in the Development Services Department at City Hall.

If you would like to comment on this application, you are encouraged to submit a written comment to planning@rnm.gov. Written comments will be inserted into the public record.

Journal: February 7, 2024

SUBSTITUTE GROUND LEASE

^{12th} This Substitute Ground Lease (this "Lease" or "Substitute Ground Lease") is made this day of August 2016, between the City of Rio Rancho, New Mexico ("Landlord" or the "City") and McDermott Sports, LLC, a New Mexico limited liability company ("Tenant").

RECITALS

A. Section 14 of Article IX of the New Mexico Constitution (the "Anti-donation Clause") permits municipalities to create new job opportunities by providing land, buildings or infrastructure for facilities to support new or expanding businesses if this assistance is granted pursuant to general implementing legislation.

B. The Local Economic Development Act (Sections 5-10-1 through 5-10-13 NMSA 1978; as amended) (the "Act"), which is the general implementing legislation referred to in Subsection D of the Anti-donation Clause, authorizes municipalities to provide assistance to qualifying businesses under certain conditions, which conditions include but are not limited to adoption of an ordinance approving an economic development plan and adoption of an ordinance approving specific project application.

C. On April 26, 1995, the City adopted an ordinance (Ordinance No. 12, Enactment No. 95-012) (the "Plan Ordinance") approving an economic development plan (the "Plan") for the Economic Development Area (as defined in the Plan Ordinance).

D. Pursuant to the Plan, New Mexico Entertainment Concepts, Inc. submitted an application to the City for a project involving an ice-rink and roller-rink facility (the "Project") to be located in the northern part of the Economic Development Area.

E. Following review of the Application, the City adopted an ordinance (Ordinance No. 23, Enactment No. 95-019) (the "Project Ordinance") approving the Project subject to certain terms and conditions to be set forth in a project participation agreement between the City and the project operator.

F. The project participation agreement was embodied in a Ground Lease between the City and New Mexico Entertainment Concepts, Ltd. Co., successor to New Mexico Entertainment Concepts, Inc.

G. Pursuant to a revised application, the City adopted an ordinance (Ordinance No. 23, Enactment No. 03-026), allowing expansion of the Project to include an approximately regulation-sized indoor soccer field, in addition to the previously approved skating operations.

H. Subsequent to its initial development, the Facility (as hereinafter defined) and operation of the Project has changed hands several times, and the original Ground Lease has been amended and replaced.

I. The current operator of the Facility and the Project is Sports Management, LLC, pursuant to a Replacement Ground Lease dated May 19, 2004.

J. Tenant intends to acquire all of Sports Management, LLC's right, title and interest in and to the Project, the Facility, and the Replacement Ground Lease.

K. The City and Tenant wish to supersede and replace in its entirety the Replacement Ground Lease by this Substitute Ground Lease.

NOW, THEREFORE, the City and Tenant hereby agree as follows:

Section 1. **Definitions.** Together with other capitalized words, terms and phrases specifically defined in this Lease, the following capitalized words, terms and phrases shall have the following meanings:

A. "Additional Rent" means the amount of rent applicable to the Renewal Terms upon Landlord's exercise of its option to receive such rent, as provided in Section 4 hereof.

B. "CPI" means the Consumer Price Index now known as the "United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers for the Washington, D.C. SMSA, All Items (1967=100)". If the CPI is discontinued or if a substantial change is made to the CPI, any successor index incorporating a significant number of the items contained in the CPI may be elected by Landlord upon notice to Tenant.

C. "Free Programming" means the public programming provided by Tenant at no charge as described in Section 6 hereof.

D. "Facility" means the existing fully self-contained, approximately 65,000 square-foot sports facility including complementary features such as a game room, food concessions, skate rentals, and retail pro shop.

E. "Improvements" means the Facility currently constructed on the Land, and all other improvements (except as provided in Section 5(A) hereof) that may be made to the Land during the Term, including but not limited to related utility, parking and landscaping improvements.

F. "Land" means the approximately eight acres of land more specifically described in Exhibit A to this Lease.

G. "Lease" means this Substitute Ground Lease between the City and Tenant.

H. "Leasehold Estate" means Tenant's interest in and to the Land, pursuant to this Lease.

I. "Leasehold Mortgage" means a first priority mortgage, deed of trust or any other first priority real property security instrument by which Tenant may encumber, hypothecate or mortgage all or part by which Tenant's Leasehold Estate pursuant to the terms of this Lease.

J. "Leasehold Mortgagee" means a person that holds a Leasehold Mortgage.

K. "Lease Year" means the period of time beginning on any anniversary of the date of this Lease and extending through 11:59 p.m. of the date immediately preceding the succeeding anniversary of the date of this Lease.

L. "Person" means any natural person, firm, association, trust, partnership, corporation, limited-liability company, public body or other legal person.

M. "Premises" means the Land and the Improvements.

N. "Principal" means any past, current or future manager, member, officer, director or general partner of, or person having a more than a ten percent ownership interest in, Tenant or any affiliated successor organization.

O. "Primary Term" means the initial term of this Lease, as described in Section 3(A) hereof.

P. "Renewal Option" means each of the two options of Tenant to extend this Lease for an additional term, as applicable, as provided in Section 3(B) hereof.

Q. "Renewal Term" means each additional terms described in Section 3(B)(1) hereof, as applicable.

R. "Rent" means all amounts payable by Tenant to Landlord under this Lease, including but not limited to Additional Rent to the extent applicable.

S. "State" means the State of New Mexico.

T. "Term" means the term of Lease (including the Primary Term and all Renewal Terms. as applicable) as more specifically described in Section 3 hereof.

Section 2. Demised Land. Landlord hereby leases the Land to Tenant, and Tenant leases the Land from Landlord, on the terms and conditions contained herein.

Section 3. Term.

A. Primary Term. The Lease shall start on the date hereof and shall continue for a primary term of 35 years, ending at 11:59 p.m. on the day before the thirty-fifth anniversary of the date hereof.

B. Renewal Options. If Tenant is not in default at the time of exercise of any applicable Renewal Option and at the start of the applicable Renewal Term, Tenant shall have two successive options to extend the term of this Lease upon the following terms and conditions.

(1) Renewal Terms. There shall be two potential Renewal Terms. The first Renewal Term shall be for 20 years, starting at the end of the Primary Term and ending at 11:59 p.m. on the date preceding the twentieth anniversary of the commencement of the first Renewal Term. The second Renewal Term shall be for 15 years, starting at the end of the first Renewal Terms and ending at 11:59 p.m. on the date preceding the fifteenth anniversary of the commencement of the second Renewal Term.

(2) Exercise. Renewal Options may be exercised by Tenant only by delivery of written notice to Landlord at least four months, but not more than one year, prior to commencement of the applicable Renewal Term. If Landlord does not receive such notice within the specified time, all Renewal Options may be deemed waived and Landlord shall have the option to terminate this Lease in accordance with its terms.

(3) Other Provisions. If and as often as Tenant exercises any Renewal Option, the provisions of this Lease shall remain in full force and effect during the applicable Renewal Term.

C. Maximum Duration of Term. Notwithstanding anything to the contrary in this Lease, the Term of this Lease, including the Primary Term and all applicable Renewal Terms, shall not exceed 70 years.

Section 4. Rent. As consideration for this Lease, Tenant agrees to pay rent as follows:

A. Manner of Payment. Rent shall be payable annually in advance on the anniversary date of this Lease, or if such date is not a business day, then on the first business day preceding such anniversary date, at Landlord's address shown below, or at such other place as Landlord shall designate in writing by notice to Tenant.

B. Amount. Except as provided in Section 11 hereof, annual rent shall be:

(1) Primary Term: \$1.00; Landlord acknowledges payment of the first year's rent upon the execution of this Lease.

(2) First Renewal Term: \$1.00; provided, however, that the Additional Rent, if applicable, shall be \$ 9,076 per year, adjusted as described below.

(3) Second Renewal Term: \$1.00; provided, however, that the Additional Rent, if applicable, shall be \$ 13,614 per year, adjusted as described below.

C. Additional Rent Option. Landlord may exercise its option to receive Additional Rent by delivering written notice to Tenant at least six months, but not more than one year, prior to either the expiration of the Primary Term or any subsequent anniversary date of this Lease. Upon Landlord's exercise of this option, the Additional Rent shall apply to the Lease Year starting on such anniversary date and each subsequent Lease Year of the Term.

D. Additional Rent Adjustment. The amount of Additional Rent due in any Lease Year shall be calculated by multiplying the applicable amount provided in paragraph B above by the quotient obtained by dividing the CPI most recently published before the first day of the applicable Lease Year by the most recently published CPI as of the date of this Lease.

E. No Additional Rent for Market Rent. Additional Rent shall not apply when Tenant or a successor lessee is paying Market Rent under Section 11 hereof.

Section 5. Landlord's Covenants.

A. Storm Runoff. Landlord shall maintain the stormwater detention pond adjacent to the southeast corner of the Land; provided, however, that Tenant shall maintain the Premises consistent with good erosion-control practices.

B. No other Waiver of Regulations. Except as specifically described in this Section, all relevant provisions of the City's ordinances and regulations shall apply to the Premises. No waiver of City requirements provided herein shall be construed as waiving or excusing any other City requirement.

C. Updated Title Insurance. Landlord, at its option and expense, may obtain an updated title insurance policy or policies on the Land during the Term.

Section 6. Tenant's Covenants.

A. Prior to the commencement of the Initial Term and as a condition to the commencement of the Leasehold Estate hereunder, Tenant shall acquire all of Sports Management, LLC's right, title and interest in and to the Project, the Facility, and the Replacement Ground Lease.

B. Use of Land. Without the permission of the City's Governing Body, which permission may not be unreasonably denied, the Land shall not be used for any purpose other than for sports, fitness, recreation and leisure activities primarily for the residents of the City of Rio Rancho and its surrounding communities (the "Permitted Activities"). These activities may be conducted inside or outside of a multi-purpose sports facility that is situated on the Land. The Permitted Activities shall include one or more of the following: baseball, basketball, football, golf, ice hockey and ice skating, lacrosse, roller hockey and roller skating, soccer, softball and volleyball as well as aerobic, cardiovascular and strength training exercise activities. Tenant may also provide and complementary features such a game room, food concessions, skate rentals, and retail pro shop. The specific activities to be offered at any time during the Term of this Lease shall be determined at the sole discretion of Tenant within the scope of activities specified herein. Use of the Land for any other purposes beyond sports, fitness, recreation and/or leisure activities shall be prohibited without the written permission of the City Manager, which permission shall not be unreasonably denied.

C. Regular Operation. Tenant shall cause its business to be conducted and operated in good faith and in such manner as shall assure the transaction of a maximum volume of business during hours of operation. Tenant shall maintain regular hours of operation, which shall aggregate not less than 160 hours in any month, in the absence of any casualty, which impairs business operations. Regular Operation shall include one or more of the specific sports, fitness, and recreation and leisure activities aforementioned in Section 6.B. Tenant agrees to promptly redress any casualty damage and to return to regular operations as expeditiously as is possible.

D. Repairs and Maintenance. Tenant covenants and agrees, throughout the Term, without cost to Landlord, to take good care of the Premises and (unless the responsibility of Landlord in its role as a municipality) the sidewalks, curbs, roadways, parking areas and fences on the Premises, and to keep the same in good order and condition, and shall promptly, at Tenant's own cost and expense, make all necessary repairs, interior and exterior, structural and nonstructural, ordinary as well as unforeseen, to keep the Premises in a safe, clean, sanitary and attractive condition. When used in this Section, the term "repairs" shall include replacements or renewals when necessary, and all such repairs made by Tenant shall be at least equal in quality and class to the original work. Tenant shall keep all portions of the Premises and the sidewalks adjoining same in a clean and orderly condition, free of accumulations of dirt and rubbish.

E. Free Programming. Tenant shall provide a minimum of 120 hours annually of Permitted Activities at no charge to City residents, in a manner reasonably satisfactory to the City. Free Programming hours may include both individual and/or group Permitted Activities. In the case of group activities, the credited hours shall be the multiple of the number of persons in the group and the hours of the activity with a cap of 20 hours credited for a group activity. If

Landlord exercises its option for Additional Rent, Tenant's obligation to provide the Free Programming shall terminate at the time such Additional Rent begins.

F. Reporting. Tenant shall provide the City with the reports set forth in Exhibit B hereof, at such times as required in said Exhibit.

G. Taxes, Insurance and Utilities. Tenant shall pay all ad valorem taxes, special assessments, utilities, insurance and repairs related to the Premises and all fixtures and personal property located thereon, and all expenses whatsoever in connection with the Premises and every part thereof. Taxes and assessments for the calendar year in which this Lease commences and terminates shall be prorated.

Section 7. **Net Lease.** All Rent shall be absolutely net to Landlord so that this Lease shall yield to Landlord the full amount of the Rent throughout the Term without deduction or offset.

Section 8. **Improvements.**

A. As-Built Plans and Specifications. Landlord shall be provided with a complete and legible full-size set of all as-built plans and specifications (including all operating manuals for mechanical systems) for all Improvements constructed by Tenant at the Premises.

B. Title During Term. Except as provided in Section 5(A) hereof, title to all improvements erected, installed or placed on the Land, and all fixtures, equipment and personal property placed therein, shall remain in Tenant's name during the Term of this Lease.

C. Reversion. Except as otherwise provided herein, upon termination of this Lease, or termination of a new replacement lease as provided in Section 10(B)(5) hereof, title to the Improvements shall revert to Landlord or its assignee.

D. Indemnity Against Liens. Tenant shall not permit any mechanic's, materialmen's or other lien (other than the lien or a Leasehold Mortgage) against the Premises, and if any such lien is filed against Landlord or any portion of the Premises, Tenant shall at its cost and expense, cause the same to be discharged of record or bonded within 60 days after written notice from Landlord of the filing thereof; and Tenant shall indemnify Landlord against all costs, liabilities, suits and demands (including reasonable attorneys' fees) arising from any such lien.

Section 9. **Indemnity; Liability Insurance.**

A. Indemnification. Tenant agrees to indemnify and save harmless Landlord from and against any and all liability, damage, claims or loss arising from personal injury, death or property damage arising from the construction, repair, use, occupancy or condition of the Premises resulting from acts or omissions of Tenant, its officers, agents, employees or sublessees.

B. Liability Insurance. Tenant shall provide and keep in force throughout the life of this Lease at its expense, for the mutual benefit of Landlord and Tenant, comprehensive broad

form general liability insurance against claims and liabilities for personal injury, death or property damage arising from the use occupancy or condition of the Premises, in the amount of at least \$500,000 for injury or death to any one person, \$1,000,000 for injury or death to more than one person in any one accident or occurrence and \$300,000 for property damage, naming the City as an additional insured. At the beginning of any Renewal Term, the City may require increases to the minimum levels of insurance coverage consistent with the New Mexico Tort Claims Act or any successor statute.

Section 10. Leasehold Mortgages.

A. Tenant's Right to Hypothecate. Tenant shall have the unrestricted right, from time to time, to encumber, hypothecate or mortgage Tenant's Leasehold Estate to a Leasehold Mortgagee without the prior consent of Landlord; provided, however, that no such Leasehold Mortgage shall be valid or effective (i) unless simultaneously therewith the Tenant's title to and interest in the Improvements shall be encumbered by such Leasehold Mortgage, and (ii) until there shall be delivered to Landlord a copy of the recorded Leasehold Mortgage, containing the name and address of the Leasehold Mortgagee. In no event shall Landlord be obligated to encumber its fee interest in the Land under any such Leasehold Mortgage.

B. Leasehold Mortgagee's Rights. Should Tenant give a valid Leasehold Mortgage on its Leasehold Estate, and on the Improvements, to a Leasehold Mortgagee in accordance with Section 10 (A), it is agreed by and between Landlord and Tenant as follows:

(1) Landlord will mail to the Leasehold Mortgagee at its address set forth in the Leasehold Mortgage a copy of any notice or other communication from Landlord to Tenant under this Lease at the time of giving such notice or communication to Tenant, and no termination of this Lease, or of Tenant's right to possession of the Premises or any reletting of the Premises by Landlord predicated on the giving of such notice, shall be effective unless Landlord gives to the Leasehold Mortgagee written notice, or a copy of its notice to Tenant of such default or termination. Upon the expiration of any applicable cure period, Landlord will notify Leasehold Mortgagee of Tenant's failure to effectuate a cure within said cure period.

(2) In the event of any default by Tenant under any of the provisions of this Lease, the Leasehold Mortgagee will have the same grace period as is given Tenant for remedying such default or causing it to be remedied, plus, in each case an additional period of 30 days after the expiration thereof or after Landlord has served notice, or a copy of its notice to Tenant of such default upon the Leasehold Mortgagee at the address set forth in the Leasehold Mortgage, whichever is later.

(3) In the event Tenant defaults under any of the provisions of this Lease, regardless of whether such default consists of a failure to pay Rent or a failure to do any other thing which Tenant is required to do hereunder, the Leasehold Mortgagee, without prejudice to any of its rights against Tenant, shall have the right to make good such default hereunder within the applicable grace period provided for in the preceding paragraph 10 (B) (2) and Landlord shall accept such performance on the part of the Leasehold Mortgagee as though the same had been performed by Tenant; and for such purpose Landlord and Tenant hereby authorize the Leasehold

Mortgagee to enter upon the Premises and to exercise any of Tenant's rights and powers under this Lease.

(4) In the event of any default by Tenant under any of the provisions of this Lease and if prior to the expiration of the applicable grace period specified in paragraph 10 (B) (2) above, the Leasehold Mortgagee shall give Landlord written notice that it intends to undertake the curing of such default, or to cause the same to be cured, or to exercise its rights to acquire the interest of Tenant in the Lease and in the Improvements by foreclosure or otherwise, and shall immediately commence and then proceed with all due diligence to do so, whether by performance on behalf of Tenant of its obligations under this Lease or by entry on the Premises by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of this Lease or reenter, take possession of or relet the Premises or otherwise enforce performance of this Lease so long as (i) the Leasehold Mortgagee is with all due diligence and in good faith engaged in effecting such foreclosure or in the curing of such default, (ii) all Rent is being paid currently, and (iii) waste is not occurring to the Premises; provided that the Leasehold Mortgagee shall not be required to continue such possession or continue such foreclosure proceedings after such default is cured. In the event the nature of any default is such that the Leasehold Mortgagee must take possession of the Premises in order to cure such default, or there is an official restraint prohibiting the Leasehold Mortgagee from possessing the Premises such as a judicial order or administrative order, including without limitation an automatic stay, the running of all applicable grace periods shall be tolled so long as all Rent is being paid currently and the Leasehold Mortgagee is diligently attempting to obtain such possession by all reasonable means. Nothing herein shall preclude Landlord from terminating this Lease with respect to any additional default which may occur during the aforesaid period of forbearance and is not remedied within the period of grace, if any, applicable to any such additional default, except that the Leasehold Mortgagee shall have the same rights specified in this Section with respect to any such additional defaults.

(5) In the event of termination of this Lease by reason of a default of Tenant hereunder or in the event Tenant's interest under this Lease shall be sold, assigned or transferred pursuant to the exercise of any remedy of the Leasehold Mortgagee, or pursuant to judicial proceedings or a deed In lieu of foreclosure, and in the event that within 30 days thereafter the Leasehold Mortgagee (or its nominee or the purchaser, assignee or transferee from the Leasehold Mortgagee) shall have paid, or arranged to the reasonable satisfaction of Landlord for the payment of, all Rent and other charges which but for such termination would have become so due and payable from the date of such termination through the sixtieth day thereafter, and shall have arranged to the reasonable satisfaction of Landlord for the curing of any default on the part of Tenant, then Landlord, within 30 days after receiving a written request therefore given any time prior to such sixtieth day and upon payment of all expenses (including reasonable attorneys' fees), will execute and deliver to the Leasehold Mortgagee or its nominee or to the purchaser, assignee or transferee, as the case may be, a new lease of the Land. Such new lease shall be for a term equal to the remainder of the Term before giving effect to such termination, shall contain the same covenants, agreement, conditions and limitations as this Lease, and shall be subject only to encumbrances and other matters existing as of the date hereof, acts done or suffered by Tenant, and any new Leasehold Mortgage of such new lease provided such Leasehold Mortgage is consistent with the requirements of the new lease pertaining thereto. Upon the execution and

delivery of such new lease, the new tenant, in its own name or In the name of Landlord, may take all appropriate steps as may be necessary to remove Tenant from the Premises, but Landlord shall not be subjected to any liability for the payment of any fees (including counsel fees), costs or expenses in connection therewith. The new tenant shall pay all such fees, including reasonable counsel fees, costs and expenses or, on demand, make reimbursement therefore to Landlord. In such event the ownership of all Improvements shall be deemed to have been transferred directly to such transferee of Tenant's interest in this Lease, subject to reversion in accordance with Section 8(C), Landlord shall execute such deed or other instrument of conveyance as may be necessary for title to the Improvements to be insured in such transferee of Tenant's Leasehold Estate. Any new lease made pursuant to this Section shall be prior to any mortgage or other lien, charge or encumbrance on the fee of the Land created by Landlord. All liens, charges or other encumbrances on the fee of the Land created by Landlord shall contain express provisions to the effect that (i) such lien, charge or encumbrance shall be subordinate to any such new lease, and (ii) the mortgagee or other beneficiary thereof shall, upon request, confirm to Tenant and any Leasehold Mortgagee such subordination.

(6) In the event a default under the Leasehold Mortgage shall have occurred, the Leasehold Mortgagee may exercise with respect to the Premises any right, power of remedy under the Leasehold Mortgage which is not in conflict with any of the provisions of this Lease.

(7) There shall be no merger of Tenant's Leasehold Estate with the fee estate in the Land by reason of the fact that Tenant's Leasehold Estate may be held directly or indirectly by or for the account of any person who shall also hold directly or indirectly the fee estate, or any interest in such fee estate, nor shall there any such merger by reason of the fact that all or any part of Tenant's Leasehold Estate may be conveyed or mortgaged to a Leasehold Mortgagee who shall also hold directly or indirectly the fee estate, or any part thereof, in the Land or any interest of Landlord under this Lease.

(8) No surrender (except a surrender upon the expiration of the Term or upon termination by Landlord pursuant and subject to the provisions of this Lease) by Tenant to Landlord of this Lease, or of the Land, or any part thereof, or of the Improvements thereon, or of any interest therein, and no termination or rejection of the Lease by Tenant, shall be valid or effective, and neither this Lease nor any of the terms hereof may be amended, modified, changed, rejected or canceled without the *prior* written consent of the Leasehold Mortgagee, which consent shall not be unreasonably withheld.

(9) Landlord hereby consents to the inclusion of a provision in the Leasehold Mortgage for the assignment of rents from subleases to the Leasehold Mortgagee, effective upon any default under the Leasehold Mortgage.

(10) This Lease may be assigned by Tenant to a Leasehold Mortgagee by an assignment in lieu of foreclosure of a Leasehold Mortgage or pursuant to a foreclosure sale or sale pursuant to power of sale under a Leasehold Mortgage and may be further assigned by the assignee or purchaser without the prior consent of Landlord, provided the ultimate assignee assumes the Tenant's obligations under this Lease (including, without limitation, the payment of all Rent and other charges as they become due) and an executed counterpart of such assumption

is delivered to Landlord. If the Leasehold Mortgagee shall be the assignee of this Lease, its liability under such assumption agreement shall be limited to the period of its ownership of the Leasehold Estate, provided that the party to whom this Lease is assigned by the Leasehold Mortgagee shall deliver to Landlord at the time of such assignment a like assumption agreement, but without limitation as to duration of liability.

(11) The provisions of this Section are for the benefit of, and are to be enforceable by, the Leasehold Mortgagee.

(12) Landlord and Tenant hereby agree to cooperate in including in this Lease by suitable amendment from time to time any provision which may reasonably be requested by any proposed Leasehold Mortgagee for the purpose of implementing the Leasehold Mortgagee protection provisions contained in this Lease and allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of the Leasehold Mortgage on the occurrence of an event of default hereunder. Landlord and Tenant each agrees to execute and deliver (and to acknowledge, if necessary, for recording purposes) any agreement necessary to effectuate any such amendment; provided, however, that any such amendment shall not in any way affect the Term, Rent or covenants of Tenant set forth in Section 6 hereof, nor otherwise in any material respect adversely affect any rights of Landlord under this Lease.

(13) Notwithstanding anything to the contrary in this Lease, so long as (i) the Leasehold Mortgagee has acquired possession of the Premises as a result of the lawful exercise of its rights under its mortgage and this Lease, including but not limited to possession resulting from a foreclosure or a deed in lieu of foreclosure, (ii) the Leasehold Mortgagee is with all due diligence and in good faith attempting to transfer its interest in the Premises to a party other than Landlord, Tenant or a Principal, and (iii) the Leasehold Mortgagee either uses the Premises for the operation of a Permitted Activity or does not use the Premises for any purpose, the Leasehold Mortgagee shall not be subject to the covenants of Sections 6(B) and 6(D), and shall not be liable for Rent in excess of that provided in Section 4.

Section 11. Alternative Use of Premises

A. Rent Adjustment. If the Lease has been terminated and a new lease executed pursuant to Section 10(B)(5) hereof, or the Lease has been assigned pursuant to Section 10(B)(10) hereof, and neither the Tenant nor any Principal of Tenant has any interest, direct or indirect, in the assignee or new lessee, the covenants contained in Sections 6(A), (B) and (D) hereof may be deleted from this Lease at the option of the assignee or new lessee (the "Deletion Option"); provided however, that the Deletion Option shall not become effective until the fair market rental value of the Land is determined as set forth in paragraph B of this Section 11 (the "Market Rent"). Except as provided in paragraph C of this Section 11, the rent for the duration of the assigned Lease or new lease, from the time of assignment or commencement of the new lease, shall be the Market Rent, and the assigned Lease or new lease shall terminate at the end of the then-current Primary Term or Renewal Term, as the case may be.

B. Market Rent Determination. The Market Rent shall be the fair market rental value of the Land, as determined by agreement among three appraisers who are members of the American Institute of Appraisers and active in the greater metropolitan Albuquerque commercial

property market, one chosen by Landlord, one chosen by the lessee, and the third chosen by the other two appraisers. Each party shall pay the fees of the appraiser chosen by such party and one-half of the fees of the third appraiser. The determination of the three appraisers regarding the Market Rent shall be final and binding on both Landlord and the lessee; provided, however, that if the three appraisers are unable to agree on the Market Rent, the Market Rent shall be set through binding arbitration under the Commercial Rules of the American Arbitration Association. The Market Rent may be a fixed amount for each year remaining until termination of this Lease (or new lease), or may be an amount for the first year subject to adjustment for inflation in each succeeding year, or may be structured in any other commercially reasonable manner. Rent for the first year under the assigned Lease or new lease shall be due from the date of the assignment or new lease, and shall be payable 30 days after the Market Rent is determined as provided herein. Rent thereafter shall be due and payable annually in advance on the anniversary date of the assignment or new lease, or if such date is not a business day, then on the first business day preceding such anniversary date.

C. Substitute Economic Development Project. The Deletion Option may be exercised without the rent adjustment described in paragraph A of this Section 11 or any other changes in the terms and conditions of this Lease, if prior to such exercise the assignee or new lessee has qualified a substitute economic development project for the Land pursuant to the requirements of the Act and other applicable Law, if any, as reasonably determined by the City's Governing Body in consultation with the City Attorney.

Section 12. **Eminent Domain.** If title to any part of the Premises is taken at any time during the life of this Lease under the power of eminent domain, or by purchase in lieu thereof, and in Tenant's sole discretion such taking substantially reduces or interferes with Tenant's business on the Premises, Tenant may terminate this Lease as of the date of taking, subject to the rights of the Leasehold Mortgagee described in Section 10(B). In the event of a partial taking which, in Tenant's sole discretion, does not reduce or substantially interfere with its business, this Lease shall not terminate, and all provisions of this Lease shall continue in force unchanged except for the reduction in the Premises corresponding to the partial taking. Compensation awarded for a total or partial taking shall be divided between Landlord and Tenant in proportion to the diminution in value at the time of the condemnation to the Land and to the Improvements, respectively. Tenant shall be entitled to any damages from the condemner for loss of business, depreciation to and cost of removal of improvements, fixtures and personal property.

Section 13. **Default.** The following shall constitute a default by Tenant hereunder: (A) a failure to pay rentals or any other payment required to be made hereunder within 10 days after written notice from Landlord of delinquency of such payments; (B) a failure to promptly commence and diligently prosecute cure of any other default after written notice from Landlord specifying the default; (C) Tenant voluntarily makes an assignment for the benefit of its creditors, consents to the appointment of a receiver for the premises, or files a petition for liquidation, reorganization or arrangement with creditors in any bankruptcy or insolvency proceeding; (D) Tenant files an answer admitting the material allegations of any petition filed against it in any bankruptcy, reorganizations or insolvency proceeding; or (E) an order of any court is entered adjudicating Tenant bankrupt or insolvent or appointing a receiver, trustee or liquidator of the Premises.

Section 14. **Remedies.** Should Tenant fail to cure any default within the time and in the manner provided for herein, Landlord may, subject to the rights of the Leasehold Mortgagee described in Section 10, take immediate possession of the Premises without notice to Tenant either directly or through a court-appointed receiver and either (A) terminate this Lease, holding Tenant liable for damages for breach of contract or (B) without terminating this Lease, re-let the Premises for such rentals and conditions as Landlord, in its sole discretion, deems expedient, and Tenant shall be liable to Landlord for any deficiency. No forbearance or waiver of any default by Landlord shall be construed as a waiver of Landlord's right in the event of any subsequent default. All rights and remedies of Landlord under this Lease shall be cumulative, and none shall exclude any other remedy allowed by law; such remedies may be exercised and enforced concurrently and as often as the occasion therefor arises.

Section 15. **First Refusal Option to Purchase.** If Tenant is not in default under the terms of this Lease, Tenant shall have the right of first refusal to purchase the Land on the following terms and conditions:

A. Notice of Offer. If Landlord receives a bona fide offer to purchase the Land which it is willing to accept, then Landlord shall give Tenant written notice of the offer which shall include a copy of the offer.

B. Exercise. Tenant shall have the option to purchase the Land on the same price and terms as set forth in the offer, which shall be exercised by written notice to Landlord within 15 days from the date Tenant receives Landlord's notice of offer.

C. Non-Exercise. If Tenant does not exercise this option in the time or manner provided above, Landlord may sell the Land, subject to the terms and provisions of the Lease, to its offeror on the price and terms stated in the offer.

Section 16. **Purchase Option.**

A. Notice. Tenant may provide written notice to Landlord of its desire to purchase the Land at any time during the Primary Term and Renewal Term.

B. Price. The price of the Land (the "Price") shall be the fair market value of the Land as if none of the Improvements existed other than any runoff retention facilities as provided in Section 5(A) hereof. In the event Landlord and Tenant are unable to agree on the fair market value of the Land, the Price shall be determined by agreement between three appraisers who are members of the American Institute of Appraisers and active in the greater metropolitan Albuquerque commercial property market, one chosen by Landlord, one chosen by the Tenant, and the third chosen by the other two. Each party shall pay the fees of the appraiser chosen by such party and one-half of the fees of the third appraiser. The determination of the three appraisers shall be final and binding on both Landlord and the Tenant; provided, however, that if the three appraisers are unable to agree on the Price, the Price shall be set through binding arbitration under the Commercial Rules of the American Arbitration Association.

C. Exercise. No more than 20 days after determination of the Price, Tenant shall deliver written notice to Landlord of Tenant's exercise of its option to purchase the Land for the Price. The failure of Tenant to provide such notice shall be deemed a rejection of the option to purchase. If Tenant exercises its option to purchase:

(1) the three appraisals obtained pursuant to paragraph B of this Section shall be submitted to the City's Governing Body, along with a proposed ordinance approving the sale, as required by NMSA 1978 § 3-54-1 and in the manner prescribed thereby;

(2) if said ordinance is adopted and no referendum is required under NMSA 1978 § 3-54-1(E), the closing of such sale shall occur no earlier than 45 days following adoption of the ordinance and no later than 60 days following such adoption;

(3) if a referendum is required under NMSA 1978 § 3-54-1(E) and the sale is approved in the referendum election, the closing of such sale shall occur later than 30 days following the effective date of the ordinance;

(4) if a referendum is required under NMSA 1978 § 3-54-1(E) and the sale is not approved in the referendum election, the sale shall not occur, and this Lease shall continue in effect according to its terms.

Section 17. Assignment, Subletting.

A. By Tenant. Tenant may, with written consent of Landlord (which consent shall not be unreasonably refused), and subject to the terms of this Lease, sublease this Lease; provided (1) that any sublessee expressly assumes and agrees to be bound by the terms and provisions of the Lease, and (2) no sublease of the Lease shall relieve Tenant from full liability for the payment of all rents and other sums due hereunder or for the performance of all terms and conditions of this Lease. Tenant shall furnish Landlord written notice of any subletting within 30 days thereof, together with the name and address of the sublessee.

B. By Landlord. Subject only to Tenant's (1) first refusal purchase option under Section 15 and (2) conditional purchase option under Section 16, Landlord shall have the right to transfer or assign all or any of its rights under this Lease to any other governmental entity without prior notice to Tenant. Landlord shall provide Tenant a copy of such assignment within five (5) business days after execution of the same.

Section 18. Regulatory Compliance. Tenant shall comply with, and shall include covenants in the subleases with any of its subtenants to cause them to comply with, federal, state, or local laws, ordinances or regulations relating to: (A) industrial hygiene, (A) the environmental conditions on, under or about the Premises including, but not limited to, soil and groundwater conditions, and (A) the use, generation, manufacture, production, storage or disposal on, under, or about the Premises or transportation to or from the Premises of flammable explosives, radioactive materials, hazardous wastes, toxic substances or related injurious materials, whether Injurious by themselves or In combination with other materials (collectively, "Hazardous Materials"). For the purpose of the Lease, Hazardous Materials shall include, but not be limited

to any substance defined as a "hazardous substance", "hazardous material", "toxic substance", "hazardous waste", "hazardous chemical", or "hazardous agricultural waste" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901, *et seq.*, the provisions of Chapter 74 of the New Mexico Statutes Annotated (including without limitation the New Mexico Air Quality Control Act, §§ 74-2-1, *et seq.*, NMSA 1978, the New Mexico Radiation Protection Act §§ 74-3-1, *et seq.*, NMSA 1978, The New Mexico Hazardous Waste Act, §§ 74-4-1, *et seq.*, NMSA 1978, the New Mexico Radioactive and Hazardous Materials Act, §§ 74-4A-1, *et seq.*, NMSA 1978, the New Mexico Water Quality Act, §§ 74-6-1, *et seq.*, NMSA 1978, the New Mexico Ground Water Protection Act, §§ 74-68-1, *et seq.*, NMSA 1978, and the New Mexico Solid Waste Act, §§ 74-9-1, *et seq.*, NMSA 1978), and other similar hazardous, toxic or dangerous substances and materials identified in any federal, state, county or City statute, ordinance or law, and in the rules and regulations promulgated from time to time pursuant to said statutes, ordinances and laws.

Section 19. Destruction and Restoration.

A. Casualty Insurance. Tenant shall at all times insure the Premises against loss due to fire, explosion or otherwise in an amount equal to the full replacement cost of the Premises, issued by an insurer of recognized responsibility approved by Landlord and licensed to do business in the State, naming Landlord as an additional insured. Tenant shall deliver evidence of each insurance policy or renewal to Landlord not less than fifteen days prior to expiration of the prior policy or renewal.

B. Tenant's Obligation to Restore. In case of damage to or destruction of the Premises or any part thereof by fire or other cause, Tenant at Tenant's sole cost and expense, whether or not the insurance proceeds, if any, shall be sufficient for the purpose, and irrespective of the amount of any loss, shall restore the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction. Such restoration shall be commenced with due diligence and in good faith, and prosecuted with due diligence and in good faith; provided, however, in the event such destruction occurs in the last five (5) years of the Term (as extended, if applicable), any restoration of the Premises shall be at Tenant's sole discretion.

C. No Release of Tenant's Obligations. No destruction of, or damage to the Premises or any part thereof by fire or any other casualty shall permit Tenant to surrender this Lease or shall relieve Tenant from its obligations to pay the full Rent payable under this Lease or from any of its other obligations under this Lease, and Tenant waives any rights now or hereafter conferred upon it by statute or otherwise to quit or surrender this Lease or the Premises or any suspension, diminution, abatement or reduction of rent on account of any such destruction or damage. Landlord shall not be liable for any consequential damages, inconvenience or interruption of Tenant's activities or operations occasioned by fire, accident or any other casualty unless caused by the negligence of Landlord.

Section 20. Quiet Enjoyment. So long as Tenant pays the Rent and all other sums and charges to be paid by it under this Lease, and performs all other obligations it may have under

this Lease, Tenant shall have quiet and uninterrupted possession of the Land, without hindrance or molestation by Landlord or anyone claiming through Landlord.

Section 21. **Limitation of Liability.** Landlord shall not be liable to Tenant for the satisfaction of any judgment or other award against Landlord related to this Lease to the extent such judgment or award, together with any such prior judgments or awards, exceeds the fair market value of Landlord's interest in the Premises at the time of the entering of such judgment or award.

Section 22. **Estoppel Certificates.** Landlord or Tenant shall deliver, without charge, such estoppel certificates as Tenant or Landlord, as the case may be, may reasonably request from time to time, but not more often than three (3) times per Lease Year, stating the rate of Rent, whether this Lease is in full force and effect without present default, whether there are any events which, with passage of time or the giving of notice, or both, would constitute a default, whether this Lease has been assigned, modified, supplemented or amended (and if so, identifying such assignment or change), and whether there exist any offsets or counterclaims, as well as the status of rent payments and the commencement and termination dates of the Lease.

Section 23. **Recordation.** The City shall record this Lease in the real property records of Sandoval County.

Section 24. **Notices.** All notices required under this Lease shall be deemed to be properly sent if in writing and delivered personally or sent by registered or certified mail, or sent by a recognized overnight express mail carrier, addressed to Landlord or to Tenant, as the case may be, at the following addresses, and such notices shall be effective on the date of receipt thereof:

To the Landlord:	City Manager City of Rio Rancho 3200 Civic Center Circle NE Rio Rancho, NM 87144
With a copy to:	City Attorney City of Rio Rancho 3200 Civic Center Circle NE Rio Rancho, NM 87144
To Tenant:	McDermott Sports, LLC c/o Michael McDermott 5051 Justine Drive NW Albuquerque, NM 87114 Email: mcdermottbaseball@gmail.com
With a copy to:	Matthew M. Spangler, Esq. Lastrapes, Spangler & Pacheco, P.A. 333 Rio Rancho Dr., Suite 401 Rio Rancho, NM 87124

Email: ms@lsplegal.com
Telephone: 505-892-3607
Facsimile: 505-892-1864

Subject to additional notice to the Leasehold Mortgagee in accordance with Section 10 (B)(1), either party may change its address for the purposes of this Section 24 by giving notice of such change of address to the party in the manner provided herein for giving notice.

Section 25. **Entire Agreement; Amendment.** This Lease contains the entire agreement between the parties hereto with respect to the transactions contemplated hereby, and there are no prior representations, agreements or understandings not contained herein. Neither this Lease nor any provision hereof may be waived, modified, amended, discharged or terminated except by an instrument in writing executed by the parties hereto, and then only to the extent set forth in such agreement.

Section 26. **Severability Clause.** In the event any court of competent jurisdiction holds any provisions of this Lease invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 27. **Headings.** The headings used in this Lease are for convenience only, and shall not be construed as modifying the text.

Section 28. **Counterparts.** This Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 29. **Time of the Essence.** Time is of the essence as to each and every provision of this Lease.

Section 30. **Covenants Running with the Land.** The terms and conditions of this Lease are intended to be covenants running with the Land through the Term of this Lease.

Section 31. **Governing Law.** The laws of the State of New Mexico shall govern the interpretation, validity, performance and enforcement of this Lease.

Section 32. **Binding Effect.** The terms, provisions and covenants contained in this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successor and assigns.

Section 33. **Attorney's Fees.** If any action is brought with respect to Rent due for this Lease, or to recover any other payment under this Lease, or on account of any breach hereof, or to enforce or interpret any of the terms, covenants and conditions of this Lease, the prevailing party shall be entitled to recover from the other party, in addition to any other relief rewarded, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

Section 34. **Surrender of Possession.** At the termination or expiration of this Lease, whether by lapse of term or otherwise, Tenant agrees to surrender possession of the Premises to Landlord in the condition contemplated by the respective provisions of this Lease.

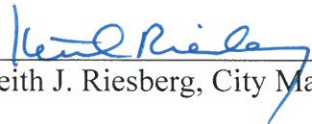
Section 35. **Compliance Reports.** Tenant agrees to submit reports to the City on compliance with relevant terms herein and as set forth in the Compliance Report Schedule, attached hereto as Attachment 1.

Section 36. **Sublease.** There are no subleases in effect as of the date hereof.

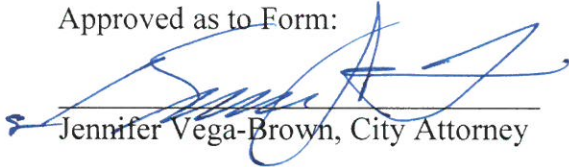
Section 37. **Ground Lease.** This Substitute Ground Lease is intended to supersede and replace in its entirety that certain Replacement Ground Lease, dated May 19, 2004, by and between the City and Sports Management, LLC.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first set forth above.

CITY OF RIO RANCHO

By: 
Keith J. Riesberg, City Manager

Approved as to Form:


Jennifer Vega-Brown, City Attorney

MCDERMOTT SPORTS, LLC,
a New Mexico limited liability company

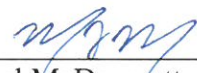
By: 
Michael McDermott, Manager

EXHIBIT "A"
LEGAL DESCRIPTION

Tract P-1C of Loma Colorado, as the same is shown and designated on the plat filed in the office of the County Clerk of Sandoval County, New Mexico, on February 27, 1997, in Volume 3, Folio 1584B.

**EXHIBIT B
COMPLIANCE REPORTING**

Tenant shall deliver the following reports to City no later than January 30th and July 30th of each year:

1. Profits/Loss Statement for two preceding calendar quarters;
2. Total hours of operation by month;
3. Total hours of free programming provided under Section 6(E) of the Lease and the number of people served during the previous six-month period.

Tenant shall deliver the following reports to City no later than January 30th of each year:

1. Certificates of casualty and liability insurance demonstrating compliance with the provisions of Sections 9(B) and 19(A) of the Lease.

All reports or other documents required hereby are to be submitted to the Office of the City Manager attested as to their accuracy and correctness by an authorized representative of Tenant.

ADDENDUM TO SUBSTITUTE GROUND LEASE

This Addendum ("Addendum") is made to that certain ground lease entitled Substitute Ground Lease and any amendments thereto (the "Lease"), made and entered into on or about July 29, 2016 (or such later date as may be chosen between the parties) between the City of Rio Rancho, New Mexico ("Lessor") and McDermott Sports, LLC, a New Mexico limited liability company ("Lessee"), and relating to the real property located at 801 Loma Colorado Blvd. NE, Rio Rancho, NM 87124 (the "Property").


For Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. This Addendum amends the terms of the Lease. The terms of this Addendum shall prevail over any provisions in the Lease that address the same subject matter that is addressed in this Addendum. In the event of any inconsistency or discrepancy between the terms of this Addendum and the terms of the Lease, this Addendum shall control.
2. By signing this Addendum, Lessor agrees that (a) Lessor waives any contractual or statutory liens it may have against the business personal property or equipment owned by Lessee (or any assignee of the leasehold estate) and located on the Property, and (b) Lessor hereby subordinates to any Lender UCC-1 or fixture filing that Lender may record against any improvements or business personal property owned by Lessee (or any assignee of the leasehold estate) and located on the Property, and Lessor agrees to sign any further documents reasonably deemed necessary by Lender to reflect said subordination.

IN WITNESS WHEREOF, the parties have executed this Addendum as of Aug. 12, 2016.


Lessor:

City of Rio Rancho

By: 
Keith J. Riesberg, City Manager

Lessee:

McDermott Sports, LLC

By: 
Michael McDermott, Manager