



Regular Governing Body Meeting
City of Rio Rancho
AGENDA
August 24, 2023
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>

Public comment on agenda items can be taken in-person or remotely via Zoom meeting software with the access information below.

Join by Computer:[https://us06web.zoom.us/j/85302353741?](https://us06web.zoom.us/j/85302353741?pwd=bWp1QXliSGJoeHhJaGV0czF4MDN0UT09)
[pwd=bWp1QXliSGJoeHhJaGV0czF4MDN0UT09](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

Call to Order and Pledge of Allegiance

Proclamations and Awards of Merit

Public Forum

Pursuant to Section 30.06 Rio Rancho Municipal Code, this section of the agenda is conducted as follows:

(A) Public forum. Any person wishing to address the governing body on any item which is not on the agenda, shall register with the City Clerk within 15 minutes before the beginning of the meeting.

Speakers shall be recognized in the order of registration with the City Clerk.

(B) Manner of address. Each person shall seek the recognition of the presiding officer. Each person shall give his name and address. Comments or questions shall be addressed to the governing body as a whole through the presiding officer and not to any members thereof. No person shall enter into any discussion without the permission of the presiding officer.

(C) Time limit. The presiding officer may place a limit on the amount of time any person may speak after being recognized.

*Must be in-person to participate under Public forum. Remote access is not available.

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 August 10, 2023 Regular Meeting](#)
[Minutes of August 10, 2023 Regular Meeting](#)
2. [R94, Resolution Authorizing a Budget Adjustment to the Infrastructure Fund \(305\) for Acceptance of Sandoval County Funds for the 15th Street SE Realignment Project](#)
[Resolution](#)
[Executed Contract 24-019-AD MOU with Sandoval County ROW.pdf](#)
3. [R95, Resolution Authorizing a Budget Adjustment to the Law Enforcement Protection Fund \(241\) to Recognize the Increase in Distribution from the State of New Mexico](#)
[Resolution](#)
4. [R96, Resolution Authorizing a Budget Adjustment to the Library Fund \(220\)](#)
[Resolution](#)

Boards and Commissions

Public Hearings

5. [R97, Resolution Amending the Broadmoor Drive Specific Area Plan](#)
[Resolution](#)
[Location_Zone Map.pdf](#)
[Application.pdf](#)
[Request_Update.pdf](#)
[23-100-00004_-_Comments_Memo.pdf](#)
[23-100-00004, 23-410-00004 - Noticed Properties.pdf](#)
[NOTICE_GB-signed.pdf](#)
[GB Legal Proof.pdf](#)
6. [O15, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Unit 13, Block 112, Lots 1, 4-7, from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District; Identifying Conditions of Development, Providing for Severability and an Effective Date](#)
[Ordinance](#)
[Location_Zone Map.pdf](#)
[Application.pdf](#)
[Justification_Letter.pdf](#)
[Request_Update.pdf](#)
[Comments_Memo.pdf](#)
[Notice Letter](#)
[GB Legal Proof.pdf](#)
[23-100-00004, 23-410-00004 - Noticed Properties.pdf](#)
[Public_Comments_1.pdf](#)
[Public_Comments_2.pdf](#)

Second Reading of Ordinances

First Reading of Ordinances

Discussion and Deliberation

7. [R98, Resolution Adopting the Final Infrastructure and Capital Improvement Plan \(ICIP\) for Fiscal](#)

Years 2024-2029

Resolution

Summary of Changes from Recommended to Final ICIP FY2024.pdf

Schedule of Changes from Recommended to Final ICIP FY2024.pdf

- 8.** R99, Resolution Authorizing the City Manager to Enter into a Land Exchange Agreement/Lease Termination for the Exchange of Real Property

Resolution

Land Exchange Agreement Termination of Lease 2023 08 15 Clean.docx

1989_Lease_Agreement.pdf

City_of_RR_Letter_of_Intent_7.31.23__fully_executed_1.pdf

City Manager

Comments by Councilors

Adjournment



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item:

AGENDA DATE:

August 24, 2023

DEPARTMENT:

City Clerk

SUBJECT:

Minutes of August 10, 2023 Regular Meeting

BACKGROUND AND ANALYSIS:

IMPACT:

ALTERNATIVES:

DEPARTMENT RECOMMENDATION:

ATTACHMENT: [Minutes of August 10, 2023 Regular Meeting](#)



Governing Body
of the
City of Rio Rancho

MINUTES
AUGUST 10, 2023
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

STAFF PRESENT:

Matt Geisel, City Manager
Peter Wells, Deputy City Manager
Josh Rubin, City Attorney
Rebecca Martinez, City Clerk
Carol Jaramillo Dir. of Financial Svcs.
Jason Shoup, Library Director
James DeFillippo, Fire Chief
Connie Peterson, Dir. of Parks, Rec & Comm Svcs.
Stewart Steele, Police Chief
Amy Rincon, Director of Development Svcs.
Yolanda Lucero, Deputy City Clerk

Call to Order and Pledge of Allegiance

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

Proclamations and Awards of Merit

Public Forum

The following individual spoke under public forum:

Casey Robinson

Comments by Councilors

Consent Calendar

- 1.) Minutes of July 27, 2023 Regular Meeting
- 2.) R86, Resolution Authorizing Disposal of Police Department Property
- 3.) R87, Resolution Authorizing a Budget Adjustment to the Major Furniture and Equipment Fund (204) for Animal Resource Center Commercial Laundry Machine Replacement
- 4.) R88, Resolution Authorizing the Disposal of Library and Information Services Department Property
- 5.) R89, Resolution Authorizing the Disposal and Trade-in of Library Materials

1 6.) R90, Resolution Authorizing the Disposal of Damaged and Obsolete Traffic Control
2 Devices, Traffic Signal Components, and Street Lighting via Recycling

3 7.) D33, Approval of a Permanent Change of Floor Plan to Expand VFW Post 5890 for
4 Liquor License No. 8182 Located at 76 Unser Blvd. Rio Rancho, NM 87124

5 8.) R91, Resolution Approving the Fourth Quarter Report to the New Mexico
6 Department of Finance and Administration for the Fiscal Year Ending June 30, 2023

7
8 Bob Tyler moved to approve consent calendar. Seconded by Karissa Culbreath

9
10 The motion carried by a vote of 6 FOR and 0 AGAINST.

11 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,
12 Karissa Culbreath

13 NO: None

14
15 **Boards and Commissions**

16
17 **Public Hearings**

18
19 9.) R92, Resolution Amending the Sierra Vista Specific Area Plan

20
21 Amy Rincon, Director of Development Services will be presenting R92, R93, and O14
22 together. R92, is a request for approval of an amendment to the Sierra Vista Specific
23 Area Plan to change the Future Land Use Map for the property legally described as Unit
24 13, Block 37, Lot 27; and Block 36, Lots 1, 2, 28, and 29. The proposed amendment will
25 change the Future Land Use for the subject properties to "Medium Density Residential".
26 R93, requests approval of the Zuma Ranch Master Plan for the property legally
27 described as Unit 13, Block 34, Lots 9-15, Block 35, Lots 1-26, Block 36, Lots 1-29, and
28 Block 37, Lots 4-27. The item being heard concurrently with this application is the Sierra
29 Vista Specific Area Plan Amendment, case #22-410- 00009, and a Zone Map
30 Amendment, case #22-100-00020. Lastly, O14, requests approval of a Zone Map
31 Amendment to change the zoning from TZ: Transitional Zoning, C-1: Retail Commercial
32 District, and R-1: Single-Family Residential District, to R-4: Single-Family Residential
33 District and R-5: Single-Family Residential District, for the property legally described as
34 Rio Rancho Estates Unit 13, Block 34, Lots 9-15, Block 35, Lots 1-26, Block 36, Lots 1-
35 29, and Block 37, Lots 5- 27. The subject parcels are approximately 89.29 acres and
36 centrally located in the City of Rio Rancho with the Rio Rancho City Center located
37 approximately 1.5 miles to the north. The Planning and Zoning Board recommended
38 approval at their July 11, 2023 meeting.

39
40 Jeremy Lenentine moved to approve R92. Seconded by Bob Tyler

41
42 Jim Strozier, Agent was available for questions for R92, R93, and O14.

43
44 The motion carried by a vote of 6 FOR and 0 AGAINST.

45 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,
46 Karissa Culbreath

1 NO: None

2
3 10.) R93, Resolution Adopting the Zuma Ranch Master Plan

4
5 Bob Tyler moved to approve R93. Seconded by Karissa Culbreath

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

8 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,
9 Karissa Culbreath

10 NO: None

11
12 11.) O14, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning
13 Classification and Official Zoning Map for the Property Legally Described as Unit 13,
14 Block 35, Lots 1-26, from R-1: Single-Family Residential and Block 36, Lots 1,2, 28 and
15 29 from C-1: Retail Commercial and Block 36, Lots 3-27 From TZ: Transitional Zoning
16 to R-4: Single-Family Residential; Unit 13, Block 37, Lots 5-26 from TZ: Transitional
17 Zoning and Block 37, Lot 27 from C-1: Retail Commercial to R-5 Single-Family
18 Residential; Identifying Conditions of Development; Providing for Severability and an
19 Effective Date

20
21 Jeremy Lenentine moved to approve O14. Seconded by Karissa Culbreath

22
23 The motion carried by a vote of 6 FOR and 0 AGAINST.

24 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,
25 Karissa Culbreath

26 NO: None

27
28 **Second Reading of Ordinances**

29
30 12.) O13, Ordinance Amending Chapter 36 Finance and Revenue

31
32 Carol Jaramillo, Director of Financial Services presented this item. This is the second
33 reading. Approving this amendment will provide departments with more flexibility to
34 manage their budgets while maintaining required Governing Body oversight of
35 administrative budget adjustments, as well as codify certain requirements related to
36 making project adjustments.

37
38 Paul Wymer moved to approve O13. Seconded by Jeremy Lenentine

39
40 The motion carried by a vote of 6 FOR and 0 AGAINST.

41 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,
42 Karissa Culbreath

43 NO: None

44
45 **First Reading of Ordinances**

1 **Discussion and Deliberation**

2
3 13.) D34, Appointment of Nicole List as District 6 City Councilor

4
5 Mayor Hull stated per City Charter, the Mayor has within 60 days of the vacancy, to
6 appoint a qualified successor to fill the vacancy, subject to confirmation by the
7 Governing Body. District 6 seat became available when former City Councilor Dan
8 Stoddard resigned in May. Information was posted online and released to news media
9 outlets, encouraging those interested in being considered for appointment to submit a
10 letter of interest and résumé to Mayor Hull. Four citizens formally expressed an interest.
11 If the appointment is confirmed, Nicole List will be sworn in after the meeting and will
12 serve until the next regular election in March 2024.

13
14 Gregory Hull moved to approve D34. Seconded by Jim Owen

15
16 The following individual spoke under this item:

17
18 Casey Robinson

19
20 The motion carried by a vote of 4 FOR and 2 AGAINST.

21 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Karissa Culbreath

22 NO: Bob Tyler, Paul Wymer

23
24 Nicole List thanked the Governing Body and looks forward to working alongside them
25 and working for the citizens.

26
27 **City Manager**

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29 **Comments by Councilors**

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31 **Adjournment**

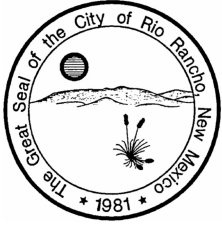
32
33 6:31 p.m.

34
35 APPROVED THIS AUGUST 24, 2023

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37
38 _____
Greggory D. Hull, Mayor

39 ATTEST:

40
41 _____
42 Rebecca A. Martinez, City Clerk
43 SEAL



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R94

AGENDA DATE:

August 24, 2023

DEPARTMENT:

Public Works

SUBJECT:

R94, Resolution Authorizing a Budget Adjustment to the Infrastructure Fund (305) for Acceptance of Sandoval County Funds for the 15th Street SE Realignment Project

BACKGROUND AND ANALYSIS:

Sandoval County has provided the City of Rio Rancho a Memorandum of Understanding, which authorizes \$100,000 for the 15th Street SE Realignment Project from Westside Blvd. to the paved portion of 15th Street SE.

The City is currently in the right-of-way acquisition process for the new roadway alignment and will move into the design phase once applicable property is purchased.

The County funds will be used for to be determined design costs.

The City currently has \$300,000 for this project, which was approved as part of the current FY24 Budget.

Roadway construction will be subject to final design costs and available funding.

IMPACT:

Approval of the Resolution will assist with costs associated with designing a new roadway alignment that will provide future Unit 10 connectivity from Southern Blvd. to Black Arroyo Road.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Executed Contract 24-019-AD MOU with Sandoval County ROW.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE
INFRASTRUCTURE FUND (305) FOR ACCEPTANCE OF SANDOVAL COUNTY
FUNDS FOR THE 15th STREET SE REALIGNMENT PROJECT**

WHEREAS: Sandoval County has provided the City a Memorandum of Understanding, which authorizes \$100,000 for the 15th Street SE Realignment Project; and

WHEREAS: a budget adjustment is necessary to expend the 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:

General Fund (101)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
305-0000-338-1000 County Grant	PW2478	\$0	\$100,000	\$0	\$100,000
Total Revenues		\$0	\$100,000	\$0	\$100,000

Infrastructure Fund (305)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
305-0000-442-7010 Road Construction	PW2478	\$23,894,222	\$100,000	\$0	\$23,994,222
Total Expenditures		\$23,894,222	\$100,000	\$0	\$23,994,222

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**MEMORANDUM OF UNDERSTANDING BETWEEN
SANDOVAL COUNTY AND THE CITY OF
RIO RANCHO**

THIS MEMORANDUM OF UNDERSTANDING (hereinafter, referred to as “MOU”) is entered into by and between Sandoval County, a political subdivision of the State of New Mexico (the “County”), and the City of Rio Rancho, a municipal corporation (the City).

IT IS AGREED THAT:

1. SCOPE OF SERVICE:

The County will provide the sum of ONE-HUNDRED THOUSAND and 00/100ths dollars (\$100,000.00) (the “Funds”) for various services related to the acquisition, design, engineering and construction for the right-of-way extension improvement project from Westside Blvd to the paved portion of 15th Street Southeast in Rio Rancho, New Mexico (the “Improvement Project”). This sum will be paid from Commissioner Dave Heil’s discretionary fund. The Funds may be used at any time in the future by the City in its sole discretion so long as the Funds are applied to the Improvement Project or any other public infrastructure in Commissioner Heil’s District, and the Funds shall be delivered to the City by the County on or before the Expiration Date (defined herein below). The City will not be responsible for repayment of any portion of the Funds as long as the Funds are used as described in this Scope of Service.

2. EFFECTIVE DATE AND TERM OF MOU:

The term of this MOU shall become effective upon execution of this MOU, and shall continue until June 30, 2024 (the “Expiration Date”).

3. TERMINATION:

This MOU may be terminated by either of the parties by giving thirty (30) calendar days’ notice in writing to a party. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination.

4. LIABILITY:

Each party acknowledges that liability will be subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1 *et seq.* NMSA 1978, as amended.



5. AMENDMENT:

This MOU shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

6. APPROPRIATION/USE OF FUNDS:

It is expressly understood that any obligation, monetary or otherwise, shall be subject to and contingent upon the availability and sufficiency of resources for appropriations and for obligations. If sufficient funds are not appropriated or sufficient authority is not given to perform such obligations, this MOU is subject to termination by either the County or the City. The County's decision as to whether sufficient appropriations are available shall be final.

7. SCOPE OF MOU:

This MOU incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written MOU. No prior agreement, covenant or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this MOU.

8. NOTICES:

Any notice required herein shall be sufficient if mailed to the address shown below:

For Notice to the City:

The City of Rio Rancho
Attn: City Manager's Office
3200 Civic Center Circle, NE
Rio Rancho, NM 87144

For Notice to the County:


Sandoval County
Attn: County Manager's Office
P.O. Box 40
Bernalillo, NM 87004

9. APPLICABLE LAW:

This MOU shall be governed by the laws of the State of New Mexico and venue is proper in Sandoval County.

[Signatures on the next page.]


THE CITY OF RIO RANCHO,
a municipal corporation

By: 
Peter Wells for Matt Geisel,
Deputy City Mgr City Manager, City of Rio Rancho
Date: 6/20/23

SANDOVAL COUNTY,
a political subdivision of the State of
New Mexico


By:  Deputy County Manager.
Wayne Johnson,
Sandoval County Manager
Date: 7/31/2023


APPROVED AS TO FORM:

By: 
Josh Rubin
City Attorney
Date: 6/28/23

By:  for
Michael Eshleman
Sandoval County Attorney

ATTEST:


Anne Brady-Romero, County Clerk
Date: 7/31/2023





**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R95

AGENDA DATE:

August 24, 2023

DEPARTMENT:

Financial Services

SUBJECT:

R95, Resolution Authorizing a Budget Adjustment to the Law Enforcement Protection Fund (241) to Recognize the Increase in Distribution from the State of New Mexico

BACKGROUND AND ANALYSIS:

The City received notification from the NM Department of Finance and Administration (DFA) - Local Government Division on August 2, 2023, that the final approved distribution for the Law Enforcement Protection Fund was \$311,000.

This amount was \$10,500 more than what was included in the Fiscal Year 2024 Budget.

For the Fiscal year 2024 Budget to be approved by DFA, the funds have to be added to the budget and approved via a resolution that is submitted to DFA.

IMPACT:

Approving the Resolution will recognize an additional \$10,500 in revenue distributed by the State of New Mexico for a planned expense of body cameras and associated licenses, and complete requirements for DFA's approval of the Fiscal Year 2024 Budget.

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 LAW
ENFORCEMENT PROTECTION FUND (241) TO RECOGNIZE THE INCREASE IN
DISTRIBUTION FROM THE STATE OF NEW MEXICO**

WHEREAS: the Fiscal Year 2024 Law Enforcement Protection Fund (241) Budget, approved on July 27, 2023, was based on a projection of distribution; and

WHEREAS: adjustments to the budget are necessary due to notice of receipt of unanticipated additional distribution; and

WHEREAS: a budget adjustment is necessary to expend the 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:

Law Enforcement Protection Fund (241)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
241-0000-334-1000 State Grants	N/A	\$300,500	\$10,500	\$0	\$311,000
Total Revenue		\$300,500	\$10,500	\$0	\$311,000

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
241-0000-424-3207 Contract Services	N/A	\$210,299	\$10,500	\$0	\$220,799
Total Expense		\$210,299	\$10,500	\$0	\$220,799

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



**CITY OF RIO RANCHO
COVER PAGE**

Legislation Item: R96

AGENDA DATE:

August 24, 2023

DEPARTMENT:

Library and Information Services

SUBJECT:

R96, Resolution Authorizing a Budget Adjustment to the Library Fund (220)

BACKGROUND AND ANALYSIS:

The Department of Library and Information Services has funding from State and County voter-approved bond proceeds 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 expend the funds as intended.

IMPACT:

A budget adjustment is necessary to expend funds as intended.

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
(220)**

WHEREAS: the Department of Library and Information Services has funding from State and County voter-approved bond proceeds that must be expended in a timely fashion; and

WHEREAS: a budget adjustment is necessary to expend the funds as intended for a variety of needs such as materials, software, supplies, and capital improvements.

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

That authorization is given to the make the following budget adjustments:

Library Fund (220)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
220-0000-450-3106 Tech Initiatives	See Note*	\$383,034		\$87,497	\$295,537
220-0000-450-3207 Contract Services	See Note**	\$46,627	\$9,000	\$213	\$55,414
220-0000-450-5005 Membership & Subscriptions	See Note***	\$102,477		\$12,826	\$89,651
220-0000-450-6053 Program Supplies	LB2228	\$7,530		\$3,000	\$4,530
220-0000-450-6070 Minor Furniture and Equipment	LB2228	\$0	\$39,795		\$39,795
220-0000-450-6073 County Bond Books	LB2404	\$820,598		\$30,700	\$789,898
220-0000-450-7025 Capital Expenditures / Major Furniture and Equipment	See Note***	\$0	\$85,441		\$85,441
Total Uses		\$1,360,266	\$134,236	\$134,236	\$1,360,266

*LB2160 (\$17,597); LB2228 (\$31,000); LB2404 (\$38,900)

**LB2228 (\$213); LB2404 \$9,000

***LB2160 (\$1,444); LB2228 (\$5,582); LB2404 (\$5,800)

****LB2160 \$19,041; LB2404 \$66,400

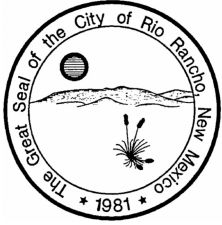
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ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)



CITY OF RIO RANCHO COVER PAGE

Legislation Item: R97

AGENDA DATE:

August 24, 2023

DEPARTMENT:

Development Services

SUBJECT:

R97, Resolution Amending the Broadmoor Drive Specific Area Plan

BACKGROUND AND ANALYSIS:

The applicant, David Torres, requests approval of an amendment to the Broadmoor Drive Specific Area Plan to update the Future Land Use Map on five lots legally described as Unit 13, Block 112, Lots 1, and 4-7. The Specific Area Plan (SAP) Future Land Use Map designates the subject area as "Northern Blvd Neighborhood Center" and shows a C-1 zoning designation. The applicant is requesting the Future Land Use be amended to "Northern Blvd Wholesale & Warehouse" area, similar to the Land Use directly adjacent to the west.

Concurrent with this request is a Zone Map Amendment request to a change the zoning on the subject property from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District, being heard under case #23-100-00003.

The Broadmoor Drive SAP was originally adopted on August 22, 2007 with Resolution No. 79 Enactment No. 07-078. The Broadmoor Drive SAP was most recently amended on July 22, 2021 by Resolution No. 68 Enactment No. 21-067 with the zone map amendment for this area under case 21-100-00009.

This amendment would update the total percentage of land used within the SAP boundary for Wholesale and Warehouse as increasing from 4.7% to 5.7%. In addition, the Future Land Use Map (Exhibit 12) would be updated to show the Northern Blvd. Wholesale and Warehouse use expanding across the five subject lots. No other amendments to the SAP are listed.

This amendment was initially scheduled to be heard on 07/11/2023, postponed on a request from the applicant, and later the item was withdrawn from the 07/25/2023 Planning and Zoning Board agenda. The applicant wanted to amend the request for this Specific Area Plan Amendment from an M-1: Industrial and Business Park zoning designation and Manufacturing and Industrial Land Use to a C-2: Wholesale and Warehousing Commercial zoning designation and Land Use, following discussion with City staff. The amended request has been included as an attachment.

At their meeting on August 8, 2023, the Planning and Zoning Board recommended the Governing Body approve the Specific Area Plan Amendment by a vote of four (4) for and 0 against.

REVIEW CRITERIA:

The City's Comprehensive Plan states that "the City will rely on the development of Specific Area Plans and Master Plans for identifying a specific land use at the parcel-level. Specific Area Plans and Master Plans are a part of the Land Use Element and are used as a statement of policy to

guide land-use decision making by the Governing Body." The City's Comprehensive Plan further outlines the type of material expected to be included in a Specific Area Plan. Staff has used the list as the guiding policy on whether the amendments fit with Specific Area Plans in general. The amendment is also compared to the original intent of the adopted Specific Area Plan.

The subject property is located within the Broadmoor Drive Specific Area Plan adopted by the City of Rio Rancho in 2007. The purpose of the plan is to guide and manage future development along, and in the vicinity of, major arterial streets within the City of Rio Rancho. The Broadmoor Drive Specific Area Plan currently envisions the Land Use of this area to be a Neighborhood Center (C-1: Retail Commercial District). The Generalized Land Use Map (GLUM), Chapter 5, Map L-2 of the City's Comprehensive Plan envisions this area Commercial (Neighborhood, Community), Mixed-Use, and Office, which the Broadmoor Drive Specific Area Plan is currently aligned with. The requested amendment to the Future Land Use Map of the Broadmoor Drive SAP would conform to the Comprehensive Plan GLUM, Map L-2.

The Planning and Zoning Board recommends the Governing Body find that the request will conform to the Goals and Objectives of the Broadmoor Drive SAP by encouraging and promoting development along the Northern Blvd. corridor and allowing for the potential of a larger wholesale and warehousing development. The change in Land Use to extend the "Wholesale and Warehouse" corridor may also improve access and circulation through a similar and consistent Land Use along Northern Blvd.

SITE ANALYSIS:

No proposed changes.

LAND USE:

The land use of the site will change from Commercial to Warehouse. This will raise the total percentage of land used for Warehousing in the SAP boundary from 4.7% 5.7%.

GRADING AND DRAINAGE:

No proposed changes.

CIRCULATION:

No proposed changes.

PHASING AND FINANCING:

No proposed changes.

DESIGN STANDARDS:

No proposed changes.

NOTIFICATIONS:

All neighboring owners within 100' of the subject property were notified by mail. A legal advertisement was placed in the August 9, 2023 edition of the Albuquerque Journal. All legal notification requirements have been met.

INTERDEPARTMENT/INTERAGENCY REVIEW:

See comments listed for Zone Map Amendment Case 23-100-00004.

IMPACT:

The Planning and Zoning Board recommends that the Governing Body approve the request for an amendment to the Broadmoor Drive Specific Area Plan subject to the findings and conditions below:

GENERAL FINDINGS OF FACT:

1. The Governing Body may make a recommendation on the applicant's request for an amendment to the Broadmoor Drive Specific Area Plan.
2. The applicant has the authority to make an application to request an amendment to the Broadmoor Drive Specific Area Plan.
3. The applicant and adjacent property owners received due process, as proper notice and an opportunity to present views was given.

SPECIFIC FINDINGS OF FACT AND CONDITONS FOR APPROVAL:

1. The change of Land Use from Northern Blvd. Neighborhood Center to Northern Blvd. Wholesale and Warehouse does not adversely affect the goals and objectives of the Broadmoor Drive Specific Area Plan.
2. The change of Land Use to Northern Blvd. Wholesale and Warehouse will be consistent with the goals and policies from the Land Use Element of the Comprehensive Plan.

ALTERNATIVES:

1. The Governing Body may approve of the request;
2. The Governing Body may deny the request;
3. The Governing Body may modify the request and approve such modification; or
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 Resolution amending the Broadmoor Drive Specific Area Plan.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Location_Zone Map.pdf](#)

ATTACHMENT: [Application.pdf](#)

ATTACHMENT: [Request_Update.pdf](#)

ATTACHMENT: [23-100-00004_-_Comments_Memo.pdf](#)

ATTACHMENT: [23-100-00004, 23-410-00004 - Noticed Properties.pdf](#)

ATTACHMENT: [NOTICE_GB-signed.pdf](#)

ATTACHMENT: [GB Legal Proof.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

RESOLUTION AMENDING THE BROADMOOR DRIVE SPECIFIC AREA PLAN

WHEREAS: the State of New Mexico has granted the City of Rio Rancho the power, authority, jurisdiction and duty to enforce and carry out the provisions of law relating to planning, platting, zoning, and the power to adopt, amend, extend and carry out a general municipal or master plan which may be referred to as the general or master plan, all pursuant to 3-19-1, NMSA, 1978; and

WHEREAS: the Governing Body of the City of Rio Rancho has adopted a Comprehensive Plan that addresses and provides for specific goals, policies, and actions; proposes land use throughout the City; provides for adoption of specific area plans for specific area within the City; and also provides for land use in master planned communities via master plans; and

WHEREAS: the Governing Body of the City of Rio Rancho has adopted a Comprehensive Plan that addresses land use in master planned communities; and

WHEREAS: the Governing Body of the City of Rio Rancho approved the Broadmoor Drive Specific Area Plan on August 22, 2007 with Resolution No. 79, Enactment No. 07-078 and the Governing of Rio Rancho approved an amendment to the Broadmoor Drive Specific Plan on July 22, 2021 with Resolution No. 68, Enactment No. 21-067; and

WHEREAS: the Planning and Zoning Board of the City of Rio Rancho reviewed the amendments to the Broadmoor Drive Specific Area Plan at their meeting held on August 8, 2023, and following public hearing recommends approval of those amendments and modifications; and

WHEREAS: the Governing Body of the City of Rio Rancho has reviewed the proposed amendments (Case No. 23-410-00004) to the Broadmoor Drive Specific Area Plan at their meeting held on August 24, 2023, and following public hearing and receipt of the Planning and Zoning Board's report and recommendation, has determined that the amended Plan is in conformance with the City of Rio Rancho Comprehensive Plan.

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

Section 1. The Governing Body hereby approves and adopts the amendments and modifications to the Broadmoor Drive Specific Area Plan as shown as Exhibit A to this Resolution.

1 **Section 2.** Designs, layouts, and engineering requirements or details are subject to
2 compliance with City engineering and/or subdivision requirements prior to development.

3
4 **Section 3.** This Resolution shall take effect immediately upon adoption.

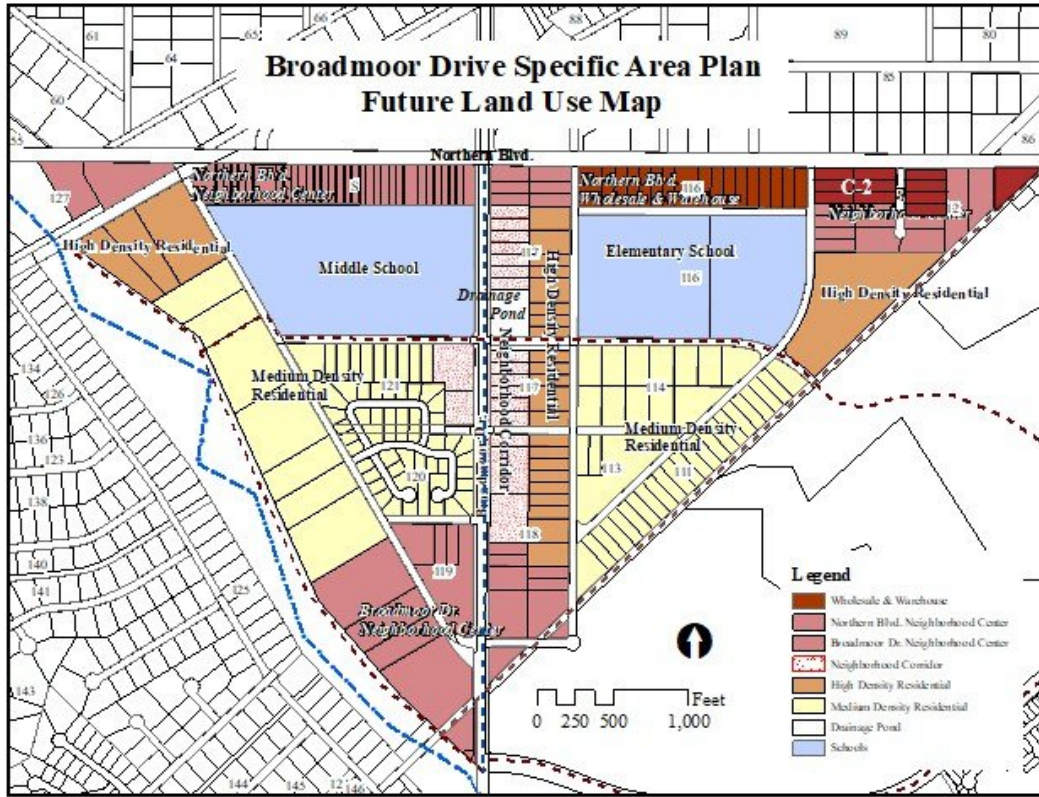
5
6
7 ADOPTED THIS _____ DAY OF _____, 2023.

8
9
10
11 _____
12 Gregory D. Hull, Mayor

13 ATTEST:
14
15 _____
16 Rebecca A. Martinez, City Clerk
17 (SEAL)

1 EXHIBIT A:

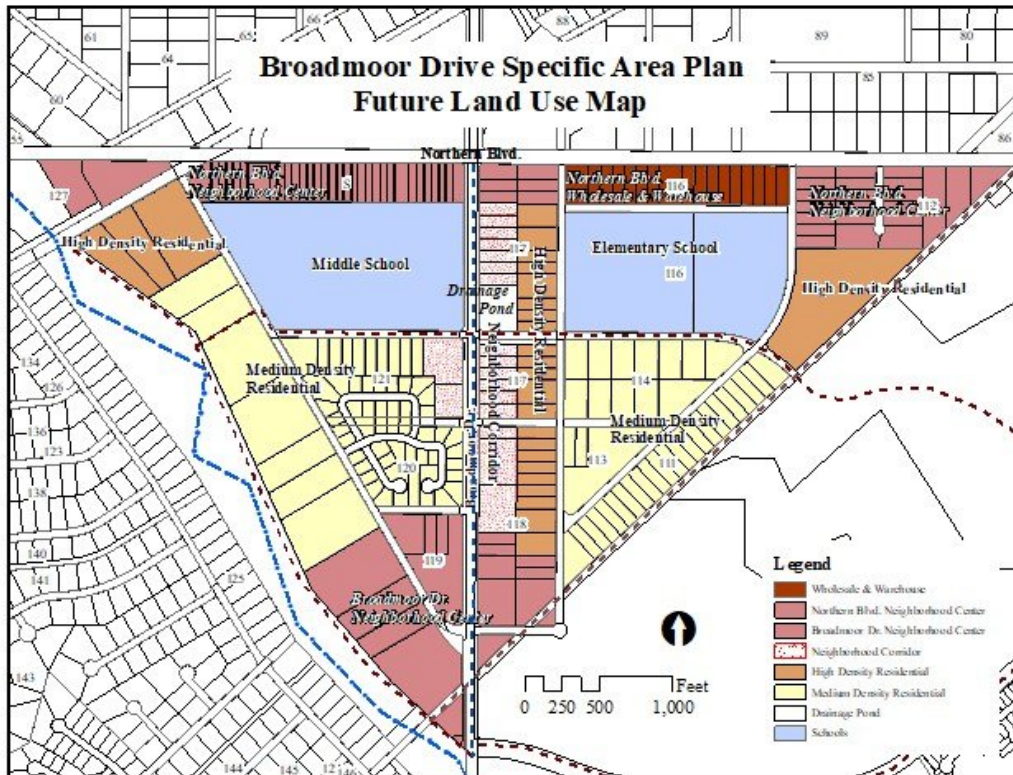
2 Updated Exhibit (to reflect change in zoning):



3

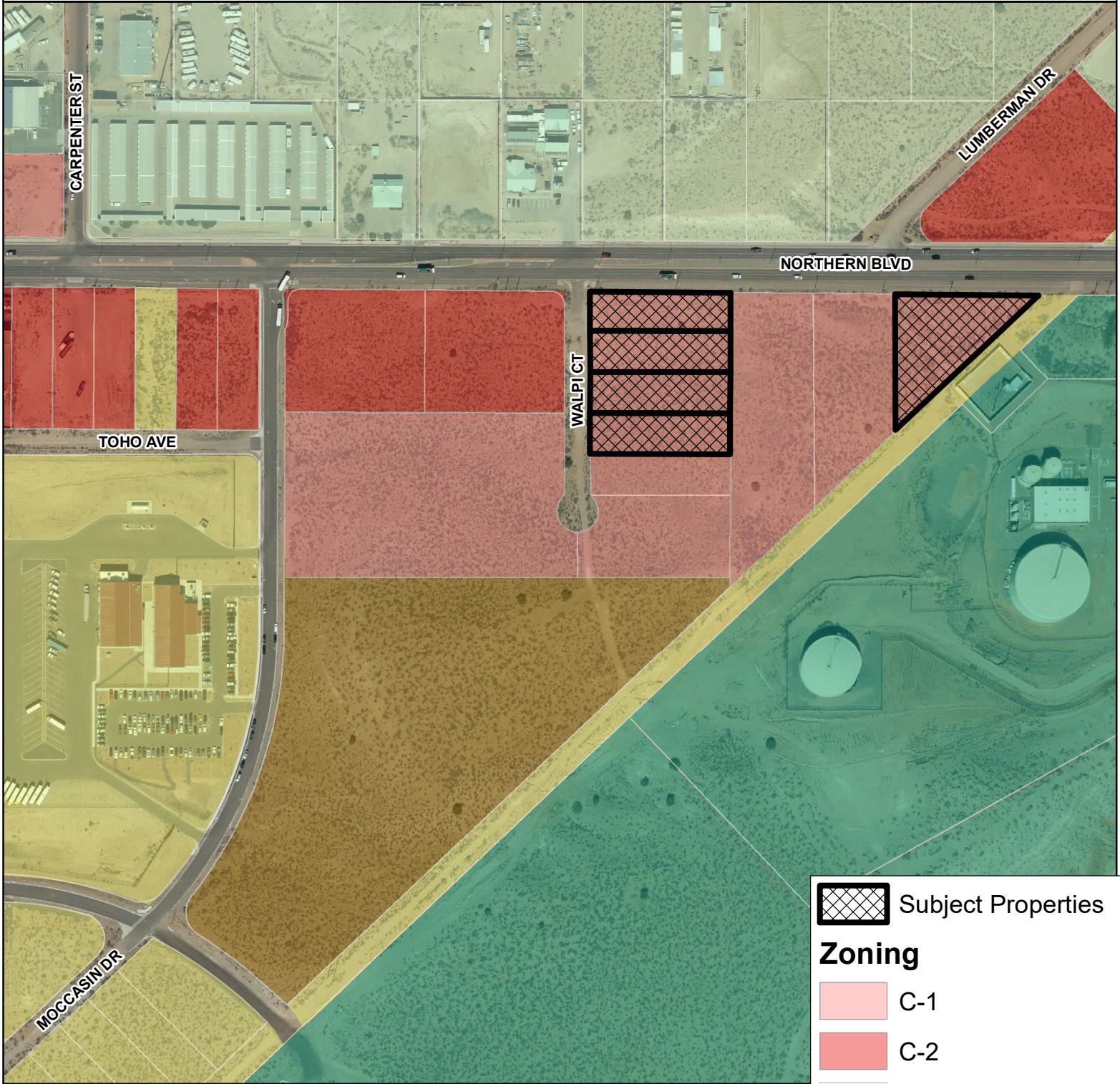
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Existing Exhibit:









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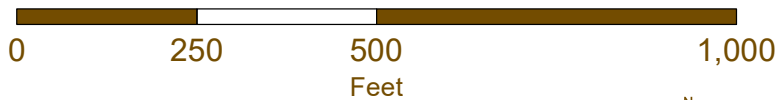
UNIT 13, BLOCK 112, LOTS 1, 4-7 ZONE MAP AMENDMENT & SPECIFIC AREA PLAN AMENDMENT



 Subject Properties

Zoning

-  C-1
-  C-2
-  M-1
-  R-1
-  R-6
-  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 Chris Benson on 08/10/2023

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 checked="" type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Annexation
<input 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
Model Home / Sales Office	Master Plan Amendment	<input type="checkbox"/> Vacation of Plat	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
Sign Permit	Text Amendment	<input type="checkbox"/> Subdivision Interpretation	Special Exception
<input type="checkbox"/> Other		<input type="checkbox"/> Subdivision Variance	<input type="checkbox"/> Variance
			<input checked="" 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: David Torres		Phone: 505-659-7086
Address:		E-Mail: dt@osonegrocapital.com
City:	State:	Zip:
Proprietary Interest:	List Owners: Northern Industrial Investments, MAM Partners LLC, David Torres	
Deed or Ownership Verification Provided: (Initials)	Letter of Authorization Provided: (Initials)	
Agent Name:		Phone:
Address:		E-Mail:
City:	State:	ZIP Code:

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

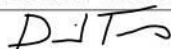
Zone Map Amendment from C-2 and C-1 to M-1 to allow for warehousing and manufacturing uses. And a complementary variance request to the Broadmoor Drive SAP requirement to allow metal buildings.

SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)

Subdivision/Unit: Unit 13	Block(s): 112	Lot(s): Tract A & B, 1, 4-7
Existing Zoning: (C2 Tract A and B) (C1 Lot 1, 4-7)	Proposed Zoning: M1	
No. of existing lots: 7	No. of proposed lots:	Total area of site (acres) 6

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: David Torres	Applicant:	Agent:
Signature: 	Date:	

FOR OFFICIAL USE ONLY

H.T.E. PROJECT #	FEE	RECEIPT #

APPLICATION ACCEPTED BY: _____ DATE: _____



July 18th, 2023

Amy Rincon
Planning and Zoning Manager
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho

Re: Zone Map Amendment and Broadmoor Drive Specific Area Plan
Amendment for Red Roan Enterprises, LLC and MAM Partners LLC

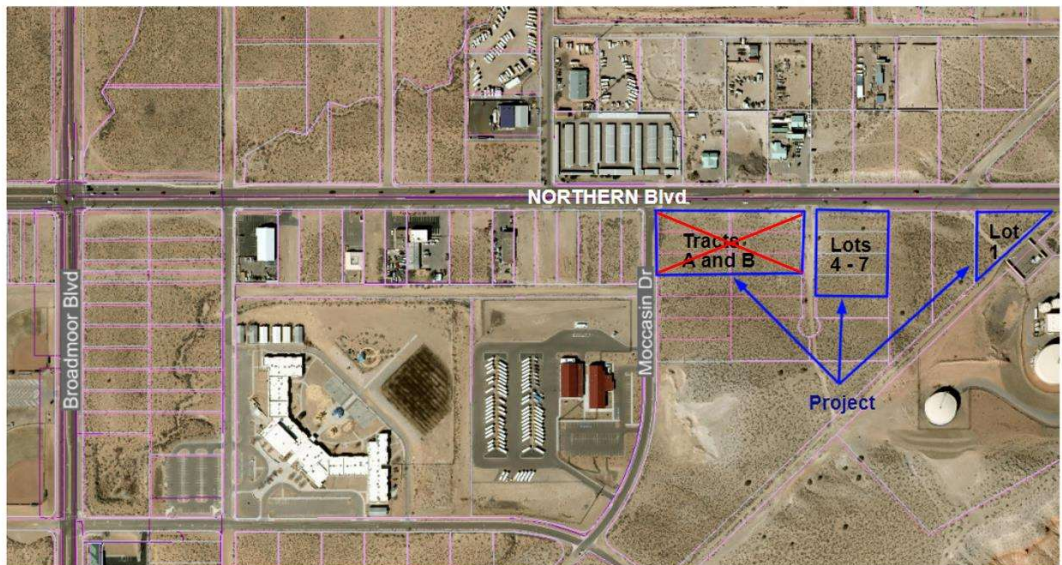
Ms Rincon,

After consulting with staff, I would like to amend my original application. I would propose 2 changes:

1. Amending the request of zone change from M1 instead to C2.
2. The new application will be removing Tract A and B, since they are currently zoned C2

Rio Rancho Estates Unit 13, Block 112, ~~Tract A&B~~, Lots 1 & 4-7.

Figure 1 Location



Please Let me know if you have any questions

Sincerely,

/S/David Torres/S/



City of Rio Rancho

Development Services

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

July 28, 2023

TO: Planning and Zoning Board

RE: 23-100-00004, 23-410-00004 – Zone Map Amendment from C-1 to C-2 on the land legally described as Unit 13, Block 112, Lots 1, 4-7 and a concurrent amendment to the Broadmoor Drive Specific Area Plan to reflect the zone change.

The following are the comments and feedback received in regards to the zone map amendment and specific area plan amendment application.

Planning & Zoning Division:

- Applicant has not adequately met the criteria for granting a variance as set forth in R.O. 2003 Section 150.06.
- The lot is not irregular in shape, narrow, or steep and does not have an exceptional physical condition that prevents the applicant from complying with the zoning code.
- There does not exist a special circumstance applicable to the property.
- There are no other exceptional physical conditions whereby the strict application of the zoning ordinance requirements would result in a practical difficulty or unnecessary hardship that would deprive the owner of the reasonable use of his/her land.
- Cannabis establishment is not permissive as per criteria set forth in R.O. 2003 Section 122.04.

Engineering Division:

- No adverse comments.

Fire & Rescue:

- No adverse comments at this time.
- Requirements will be necessary upon development.

Parks and Recreation:

- No comments (and no negative impact on area function of City Animal Resource Center).

MRMPO: MRMPO has no adverse comments. For informational purposes:

- Northern Blvd is functionally classified as a Principal Arterial.
- An existing Paved Trail is identified on Northern Blvd in the Long Range Bikeway System (LRBS).
- Northern Blvd is identified as a Tertiary Transit Route in the Long Range Transit Network (LRTN) with headways of 35-45 minutes.
- Northern Blvd is an Intelligent Transportation System (ITS) Corridor. Please consult the reviewing agency's Traffic Engineering and/or ITS Department with any questions regarding ITS infrastructure.
- Appendix G of the MTP supports the following as it relates to the subject property:
- Encourage a mix of land uses (retail, housing, entertainment, etc.) and multimodal facilities in appropriate locations to encourage shorter and more active trips.
- Promote a healthy job housing balance west of the river through preserving commercially zoned land, site-readiness programs, etc.

SSCAFCA:

- No comments.

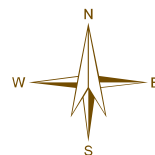
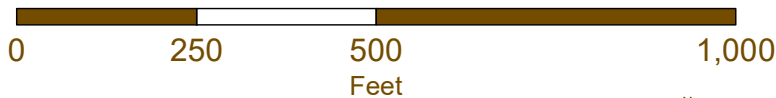
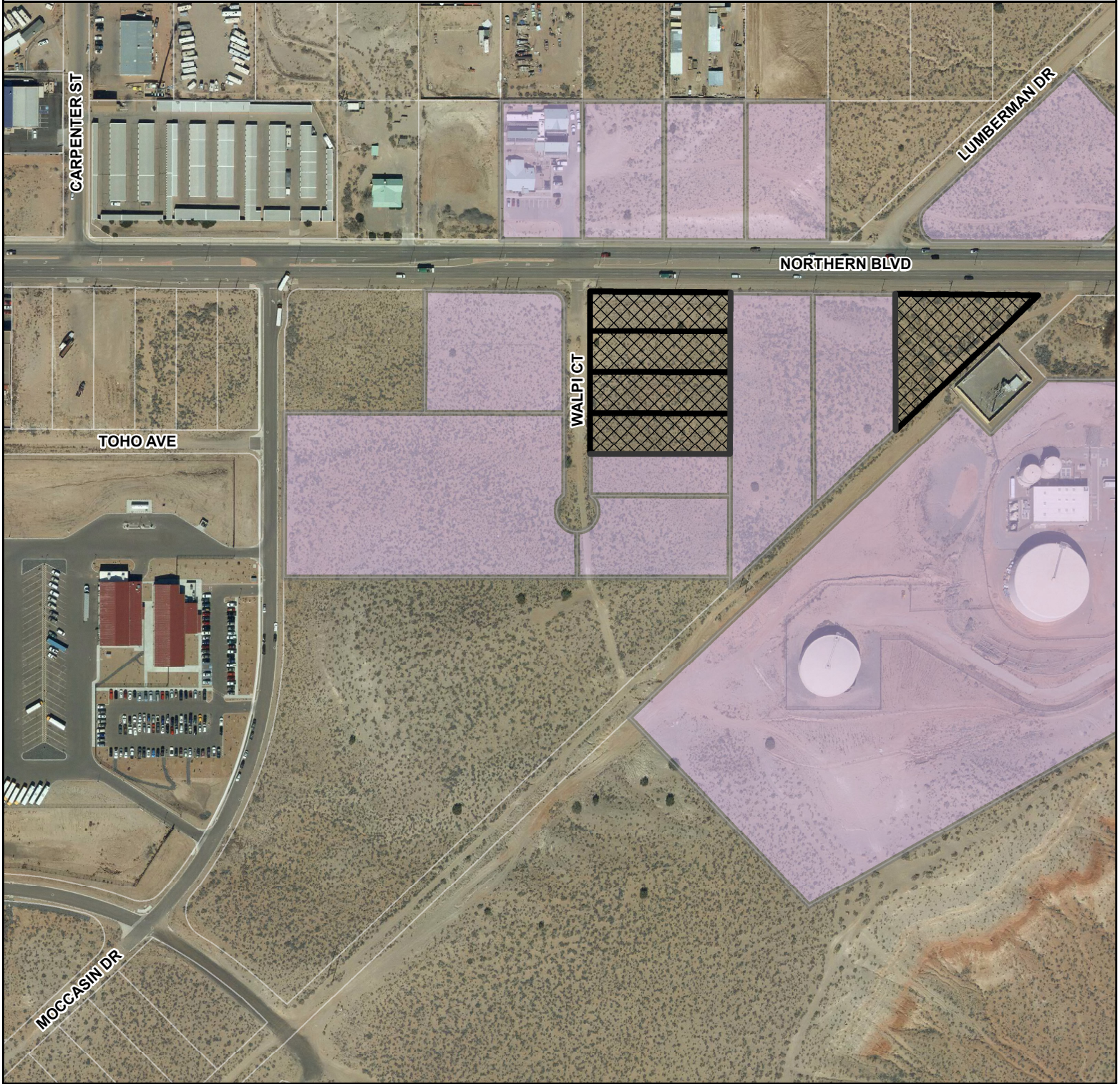
If you have any additional questions or concerns please feel free to contact me at any time.

Respectfully,

Christopher Benson

Chris Benson
Municipal Planner I
Development Services Department
City of Rio Rancho
(505) 896-8342 cbenson@rrnm.gov

UNIT 13, BLOCK 112, LOTS 1, 4-7 ZONE MAP AMENDMENT AND SPECIFIC AREA PLAN AMENDMENT NOTICED PROPERTIES



	Noticed Properties
	Subject Property

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 Chris Benson on 07/12/2023



The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 • Fax (505) 896-8994

August 3, 2023

RE: Zone Map Amendment and Specific Area Plan Amendment,
Case No. 23-100-00004, 23-410-00004
Unit 13, Block 112, Lots 1, 4-7

Dear Property Owner:

You are receiving this certified notice because your property is within 100 feet of a site where a land development decision is required by the Governing Body.

The applicant, David Torres, requests approval of a Zone Map Amendment from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District for the properties legally described as Unit 13, Block 112, Lots 1, 4-7. The subject properties are physically located at 914, 918, 922, 926 Walpi Ct NE, and the 3524 Northern Blvd NE and comprise approximately 2.84 acres. These properties are located in the Broadmoor Drive Specific Area Plan and concurrently there will be an amendment to the Broadmoor Drive Specific Area Plan to reflect the increase in Wholesale and Warehousing land use within the specific area plan.

The **Governing Body** will consider the request and have the final approval on **Thursday, August 24, 2023** at 6:00 pm in the **Council Chambers** and **Virtually** as a hybrid meeting, through the **Zoom link and number below**.

On the back of this letter is a location map of the project, with the subject property identified with the black outline.

If you would like to comment on this application, you are encouraged to send in comments in writing, 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: 851 8074 1871 Passcode: **789419** Join via phone: 1-720-707-2699 US

Please do not hesitate to contact me via e-mail me at cbenson@rrnm.gov or call me at 505-896-8342, if you have any questions concerning this matter. The agenda for this hearing and related staff reports will be posted on the City's website, www.rrnm.gov, the Friday before the hearing.

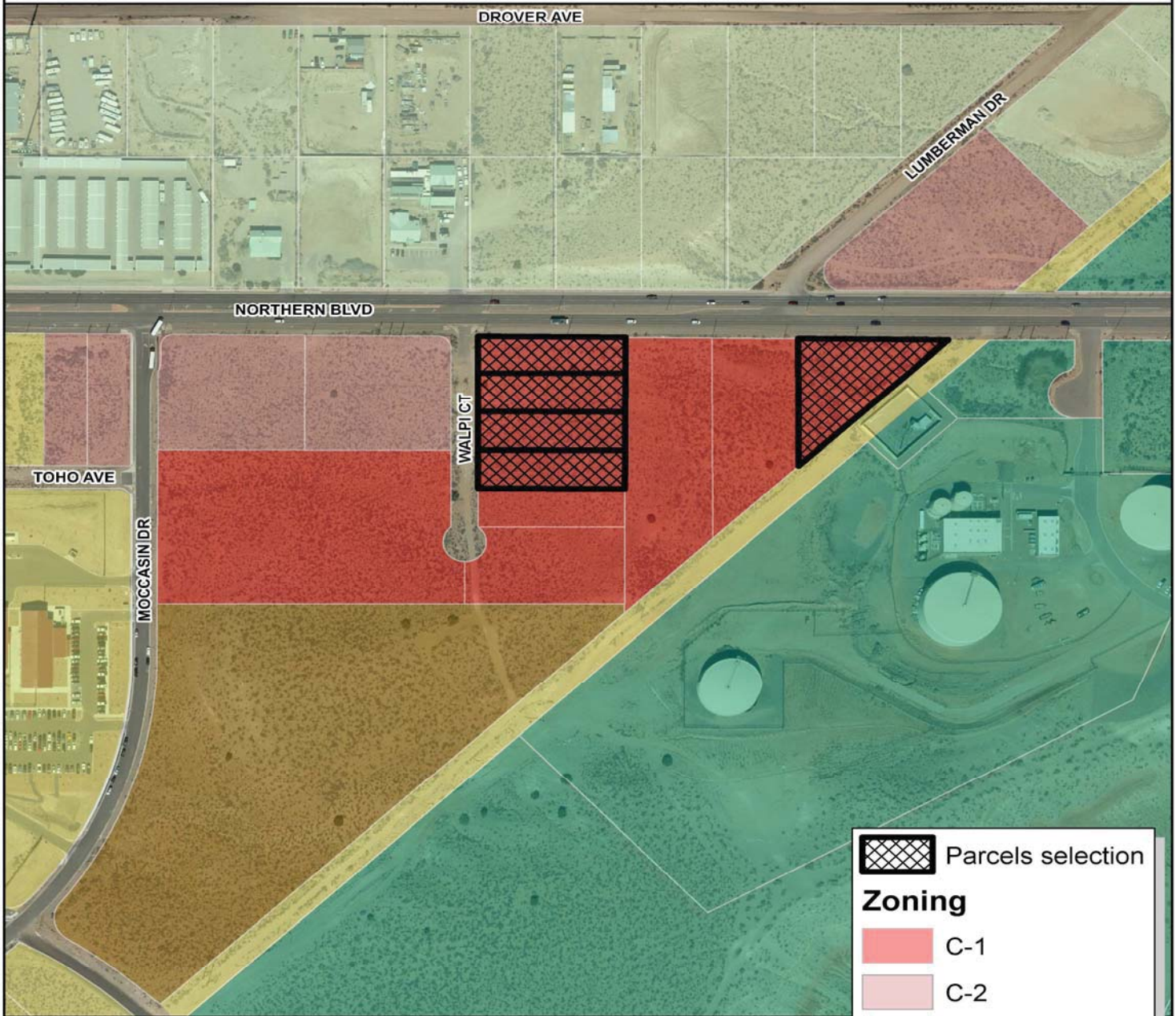
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Please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


Respectfully,

Christopher Benson







Chris Benson
Municipal Planner I
Development Services Department
City of Rio Rancho

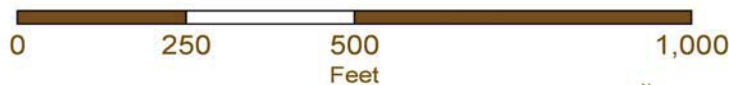
UNIT 13, BLOCK 112, LOTS 1, 4-7 ZONE MAP AMENDMENT AND SPECIFIC AREA PLAN AMENDMENT



 Parcels selection

Zoning

-  C-1
-  C-2
-  M-1
-  R-1
-  R-6
-  SU





**CITY OF RIO RANCHO
PUBLIC HEARING NOTICE**

The GOVERNING BODY of the CITY OF RIO RANCHO, NM, will consider the following matter at its regularly scheduled meeting on Thursday, August 24, 2023 at 6:00 pm:

**Zone Map Amendment
Case #23-100-00004**

The applicant, David Torres, requests approval of a Zone Map Amendment for Unit 13, Lots 1, 4-7 from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District.

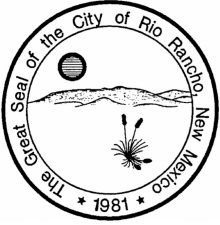
**Specific Area Plan Amendment
Case #23-410-00004**

The applicant, David Torres, requests approval of an amendment to the Broadmoor Drive Specific Area Plan.

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 these items are available for viewing in the Development Services Department at City Hall.

If you would like to comment on any of these applications, you are encouraged to submit a written comment to planning@rrnm.gov. Written comments will be inserted into the public record.

Journal: August 9, 2023



CITY OF RIO RANCHO COVER PAGE

Legislation Item: O15

AGENDA DATE:

August 24, 2023

DEPARTMENT:

Development Services

SUBJECT:

O15, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning Classification and Official Zoning Map for the Property Legally Described as Unit 13, Block 112, Lots 1, 4-7, from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District; Identifying Conditions of Development, Providing for Severability and an Effective Date

BACKGROUND AND ANALYSIS:

The applicant, David Torres, requests approval of a zone map amendment for the properties legally described as Unit 13, Block 112, Lots 1, 4-7, to amend the zoning from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District. The subject property consists of five lots covering approximately 2.84 acres of land near the intersection of Northern Blvd. NE and Walpi Ct NE, which is currently zoned C-1: Retail Commercial (established by Ordinance No. 16, Enactment No. 06-15), and which is also within a Corridor Overlay Zone (Ordinance No. 63, Enactment No. 07-75).

The site is within the Broadmoor Drive Specific Area Plan, which currently designates the five lots as "Northern Blvd. Neighborhood Center" within the future land use map. Adjacent properties to the west of the site are designated as being "Northern Blvd. Wholesale & Warehouse" within the future land use map. Concurrent with this case is an amendment to the Broadmoor Drive Specific Area Plan (case 23-410-00004) to amend the land use of the subject property from Northern Blvd Neighborhood Center to Northern Blvd Wholesale and Warehouse.

This amendment was initially scheduled to be heard at the Planning and Zoning Board on 07/11/2023, postponed on a request from the applicant, and later the item was withdrawn from the 07/25/2023, Planning and Zoning Board agenda. The applicant wanted to amend the request for the Zone Map Amendment. Following discussion with staff, the applicant amended to request from a zone change to M-1: Industrial and Business Park to C-2: Warehousing and Wholesale Commercial, and reduced the total acreage of the request. The requested change to the zone map amendment has been included as an attachment.

At their meeting on August 8, 2023, the Planning and Zoning Board recommended the Governing Body approve the Specific Area Plan Amendment by a vote of four (4) for and 0 against.

CONFORMANCE WITH THE CITY ZONING ORDINANCE:

City of Rio Rancho Code of Ordinances (R.O. 2003) Section 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 is sought.

Finding; The application, presented as an attachment, meets the minimum submittal requirements for the proposed zoning request.

Pursuant to the criteria provided by R.O. 2003 Section 150.07 (D) (1) through (4), and (E) through (G), a request for 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: "The proposed Zone Map Amendment and Broadmoor Drive Specific Area Plan amendment to allow office/warehouse development is consistent with the health, safety, morals, and general welfare of the City. The proposed use furthers multiple Land Use, Transportation, and Economic Development goals and policies in the Comprehensive Plan and the Broadmoor Drive Specific Area Plan. The change in zoning will allow for an attractive office/warehouse development to occur, complementing existing land use and business mix of this part of Northern Boulevard. In addition, the development of the site will bring necessary infrastructure and utility improvements necessary for future developments to occur."

The Planning and Zoning Board recommends the Governing Body finds the proposed C-2: Wholesale and Warehousing District zoning would be consistent with the health, safety, morals, and general welfare of the City as there are similar zoning districts to the west and north of the subject property. The C-2: Wholesale and Warehousing District zoning allows for more intensive commercial uses which have developed along the corridor.

(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: "The proposed Zone Map Amendment and Broadmoor Drive Specific Area Plan amendment to allow office/warehouse development is the highest and best use for this 2.84 acre site. The viability precedent is taken from adjacent development just west of Walpi Ct NE. This Northern Boulevard frontage is stabilizing the area with a similar C-2 use."

The Planning and Zoning Board recommends the Governing Body finds that the applicant has provided sound justification as there is a limited quantity of C-2 zoned property with access to utilities and infrastructure, and the request may further development of a growing warehouse and wholesale corridor in the City. The expansion of C-2 properties along this corridor have extended access to utilities and the zone map amendment will further the extension of utility access to the area to promote greater development.

(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: "The Zone Map Amendment and amendment to the Broadmoor Specific Area Plan further multiple goals and policies as contained in the City of Rio Rancho Comprehensive Plan and Broadmoor Boulevard Specific Area Plan as follows:"

The applicant in their justification, included as an attachment, outlines that the proposed zone map amendment accomplishes these policies, goals, and sections of the Comprehensive Plan:

- Policies A-1 and A-3
- Conforms to section 5.3.2.6 Office, Commercial and 5.3.2.7 Warehousing, Industrial
- Land Use Goal L-2

- Action L-1
- Transportation Goal TR-1
- Goal UD-4
- Economic Goal EDP-1, EDP-3, and EDR-1

The Planning and Zoning Board recommends the Governing Body finds that the proposed zone map amendment would meet the intent of the Comprehensive Plan by identifying an area for Wholesale and Warehousing development opportunities and by accomplishing the outlined Actions and Goals of the Comprehensive Plan such as economic goals, land use goals, transportation goals, and the potential for the elimination of antiquated platting.

Concurrent to this action is an action to amend the Broadmoor Drive Specific Area Plan to reflect this change in zoning. The goals of the Broadmoor Drive Specific Area Plan accomplished by this zone map amendment have been identified by the applicant in their attached justification letter:

- 3.1 Land use Goal 2
- 3.1 Land use Objective

The Planning and Zoning Board recommends the Governing Body finds the proposed zone map amendment conforms with the Broadmoor Drive Specific Area Plan pending approval of the concurrent Broadmoor Drive Specific Area Plan amendment (case #23-410-00004). The proposed zone map amendment identifies land use goals and objectives of the Broadmoor Drive Specific Area Plan such as encouraging further development of a commercial corridor and promoting a mixture of commercial land uses.

(4) The applicant must demonstrate that the existing zoning is inappropriate because:

(a) There was an error, mistake or is necessary to correct and injustice that occurred when the existing zone map pattern was created, including the placement of R-1 or transitional zoning 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 plans, 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: "In this case both B and C apply. A changed neighborhood condition justifying the change has been the construction of surrounding development between Broadmoor Boulevard and Walpi Court. This development is most C-2---warehousing, warehousing/commercial service type use with side yard or back yard storage space. The Applicant is proposing to develop this site with office/warehouse uses."

The proposed C-2 use would facilitate the development of four ~10,200 square foot office/warehouse buildings with outdoor storage space in the back. In addition, the proposed finished metal facades with stone accents will complement the existing building materials and colors of surrounding development. The development will also act as a buffer for future residential development to the south and bring necessary improvements to utilities, drainage, and transportation infrastructure that will make the remaining commercially zoned vacant land more viable for development. The area improvements serve a public need to further the economic viability of the City and attract more commercial retail/service/warehouse/office development that will serve the City of Rio Rancho residents."

The Planning and Zoning Board recommends the Governing Body finds the criterion has been met, as the applicant has provided a justification letter providing sound reasoning for the change in zoning since the change in zoning would allow for the development of a use that is desirable to the growth of additional businesses in the City and a higher intensity of commercial zoning allows for a larger range of development options.

(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 applicant states: "The cost of land and other economic considerations are not the determining factor for the change. The Applicant selected this site because of the complementary surrounding land uses, business mix, and architecture. The area's C-2 land uses are developing at a quicker rate than other commercially zoned parcels and the Applicant feels that the C-2 use has proven to be the highest and best use of the area."

The Planning and Zoning Board recommends the Governing Body finds that the cost of the land or other economic considerations do not appear to be a justification 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 applicant states: "The proposed C-2 use is for office/warehouse buildings. The surrounding land use and business mix are the determining factors for locating this use along Northern Boulevard."

The Planning and Zoning Board recommends the Governing Body finds 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 on premises is involved, is generally called a "spot zone". Such a change of zone may be approved when:

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

(2) The area of the proposed zone changes 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 applicant states: "The applicant's proposed C-2 zoning will not create a spot zone. The project will encompass 5 existing lots. The area already includes a mixture of C-2 zoned land and the proposed site is directly adjacent (across the road from Moccasin Drive and Walpi Ct) from existing C-2 zoning and land uses. Existing surrounding parcels do not offer the ability for the Applicant to assembled the necessary 2.84 acre site for the proposed development and site plan configuration. In addition, the proposed development will act as a buffer for future residential uses south of Northern Boulevard."

The Planning and Zoning Board recommends the Governing Body finds the subject properties are not a spot zone. The proposed zone map amendment includes approximately 2.84 acres. The properties north of the site are zoned M-1, properties to the east are zoned C-2, properties to the

west and south are zoned C-1. The application should not be considered a "spot zone" because the surrounding land uses are similar or identical in form and function to the zoning requirements found in C-2: Wholesale and Warehousing District.

Finding: The Planning and Zoning Board recommends the Governing Body finds that the proposed amendment conforms to the requirements promulgated within R.O. 2003 Section 50.07 (D) (1) through (4), and (E) through (G).

SURROUNDING LAND USE/ZONING:

NORTH	M-1: Industrial and Business Park Zoning (Ordinance No. 72, Enactment No. 94-070) and COZ (Ordinance No. 94, Enactment No. 07-92)
SOUTH	C-1: Retail Commercial Zoning (Ordinance No. 78, Enactment No. 07-76), COZ (Ordinance No. 63, Enactment No. 07-75), and SU (Ordinance No. 63, Enactment No. 07-75)
EAST	C-1: Retail Commercial Zoning (Ordinance No. 16, Enactment No. 06-15) and COZ (Ordinance No. 63, Enactment No. 07-75)
WEST	C-2: Wholesale and Warehouse Commercial Zoning (Ordinance No. 26, Enactment No. 21-27) and COZ (Ordinance No. 63, Enactment No. 07-75)

NOTIFICATIONS:

In accordance with State Statute NMSA § 3-21-6, which stipulates notification procedure for this type of zoning action, all property owners within 100 feet of the subject property received a certified letter containing a notice of action and impending Governing Body Hearing, with a return service requested. A legal advertisement was also placed in the Albuquerque Journal on August 9, 2023.

INTERDEPARTMENTAL/INTERAGENCY REVIEW:

REVIEWING AGENCY	COMMENTS
DSD Planning and Zoning	Comments listed in this document
DSD Engineering	Comments provided in the attached document
RRPS	No comments provided
Fire and Rescue	Comments provided in attached document
Police Department	No comments provided
SSCAFCA	No adverse comments
MRMPO	Comments provided in attached document
Parks, Recreation, and Community Services	Comments provided in attached document

IMPACT:

The Planning and Zoning Board recommends the Governing Body approve the Zone Map Amendment request subject to findings and conditions set forth below:

GENERAL FINDINGS OF FACT:

1. The Governing Body may make a recommendation on the applicant's request for a zone map amendment.
2. Following procedures for a zone map amendment, proper notice of 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 view 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 allowing for similar warehousing and wholesale commercial development to those along the Northern Boulevard corridor.
2. The applicant has provided sound justification, in a narrative dated May 30, 2023, for the proposed zone change and the zone map amendment would provide stability of zoning and future uses.
3. The proposed zone map amendment would be consistent with the adopted elements of the Comprehensive Plan and the concurrent applicant to amend the Broadmoor Drive Specific Area Plan, given the subject property is located adjacent to similar uses within the future land use map of the Broadmoor Drive Specific Area Plan.
4. The applicant has demonstrated that the existing zoning is inappropriate and the C-2: Wholesale and Warehousing zoning designation would be an appropriate zoning for the site.
5. The cost of the land or other economic considerations does not appear to be a justification for the proposed zone map amendment.
6. The applicant has provided sufficient justification that the zone map amendment request is not solely based on the location of the subject property.
7. The requested zone map amendment would not create a "spot zone."

ALTERNATIVES:

1. The Governing Body may approve the requested zone map amendment;
2. The Governing Body may deny the requested zone map amendment;
3. The Governing Body may modify the request and approve of such modifications; or
4. The Governing Body may continue the public hearing to request additional information and/or consider testimony provided at the public hearing.

DEPARTMENT RECOMMENDATION:

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

ATTACHMENT: [Ordinance](#)

ATTACHMENT: [Location_Zone Map.pdf](#)

ATTACHMENT: [Application.pdf](#)

ATTACHMENT: [Justification_Letter.pdf](#)

ATTACHMENT: [Request_Update.pdf](#)

ATTACHMENT: [Comments_Memo.pdf](#)
ATTACHMENT: [Notice Letter](#)
ATTACHMENT: [GB Legal Proof.pdf](#)
ATTACHMENT: [23-100-00004, 23-410-00004 - Noticed Properties.pdf](#)
ATTACHMENT: [Public_Comments_1.pdf](#)
ATTACHMENT: [Public_Comments_2.pdf](#)



**CITY OF RIO RANCHO
ORDINANCE**

ORDINANCE NO.

ENACTMENT NO.

**ORDINANCE OF THE CITY OF RIO RANCHO, NEW MEXICO AMENDING THE
ZONING CLASSIFICATION AND OFFICIAL ZONING MAP FOR THE PROPERTY
LEGALLY DESCRIBED AS UNIT 13, BLOCK 112, LOTS 1, 4-7, FROM C-1: RETAIL
COMMERCIAL DISTRICT TO C-2: WHOLESALE AND WAREHOUSING
COMMERCIAL DISTRICT; 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 designation on the subject property has been submitted by David Torres, and assigned City Case No. 23-100-00004; and

WHEREAS: the Governing Body of the City of Rio Rancho adopted the Broadmoor Drive Specific Area Plan August 2007, with Resolution No. 79, Enactment No.07-78, an amendment to the Broadmoor Drive Specific Area Plan on July 22, 2021, with Resolution No. 68 Enactment No. 21-067, and an amendment to the Broadmoor Drive Specific Area Plan on August 24, 2023, with Resolution No. ___, Enactment No. 23-___; and

WHEREAS: the City of Rio Rancho Planning and Zoning Board held a duly noticed public hearing on August 8, 2023, regarding the proposed changes to the Official Zoning Map and, following study and consideration, has made findings (where applicable) whether or not the criteria in R.O. 2003 Section 150.07 are satisfied, and made these recommendations to the Governing Body regarding adoption of the changes; 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 the City of Rio Rancho on August 24, 2023 and the Governing Body heard interested parties and citizens for an against the proposed amendments; and

WHEREAS: the proposed amendments to be adopted by this Ordinance comply with the

1 statutory and regulatory requirements of the aforesaid Code of Ordinances
2 and Statutes, and upon specific findings related to the subject property and
3 determining the proposed amendment is consistent with the policies and
4 criteria set forth in R.O. 2003 Section 150.07 (D) through (G), the Governing
5 Body finds the amendments propose the health, safety, morals, and general
6 welfare of the city.
7

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

10
11 **Section 1. Rezoning of Property and Change in Land Use.**

12 The Official Zone Map is hereby amended by assigning a zoning
13 designation on approximately 2.87 acres of property from C-1 Retail
14 Commercial to C-2: Wholesale and Warehousing on land legally described
15 as:

16 Unit 13, Block 112, Lot(s) 1, 4-7, Unit Thirteen, Rio Rancho Estates, as
17 shown on the plat "Tract P, Blocks 91 Thru 116, Unit Thirteen, Rio
18 Rancho Estates, Town of Alameda Grant, Sandoval County, New
19 Mexico" filed in the office of the County Clerk of Sandoval County, New
20 Mexico, in Rio Rancho Estates Plat Book No. 1, Page 87 on May 5,
21 1969.
22

23 **Section 2. Land Use, Conditions, Development Standards/Regulations and use**
24 **of Property.** The property identified in Section 1, above is subject to all

25 requirements of the C-2: Wholesale and Warehousing Commercial District
26 set forth in R.O. 2003 Section 154.25 (as of the effective date of this
27 ordinance or as subsequently amended).
28

29 **Section 3. Severability Clause.** If any section, paragraph, clause, or provision of

30 this Ordinance, or any section, paragraph, clause, or provision of any
31 regulation promulgated hereunder shall for any reason be held to be
32 invalid, unlawful, or enforceable, the invalidity, illegality, or unenforceability
33 of such section, paragraph, clause, or provision shall not affect the validity
34 of the remaining portions of this Ordinance or the regulation so
35 challenged.
36

37 **Section 4. Effective Date.** This Ordinance shall become effective ten days after
38 adoption.
39

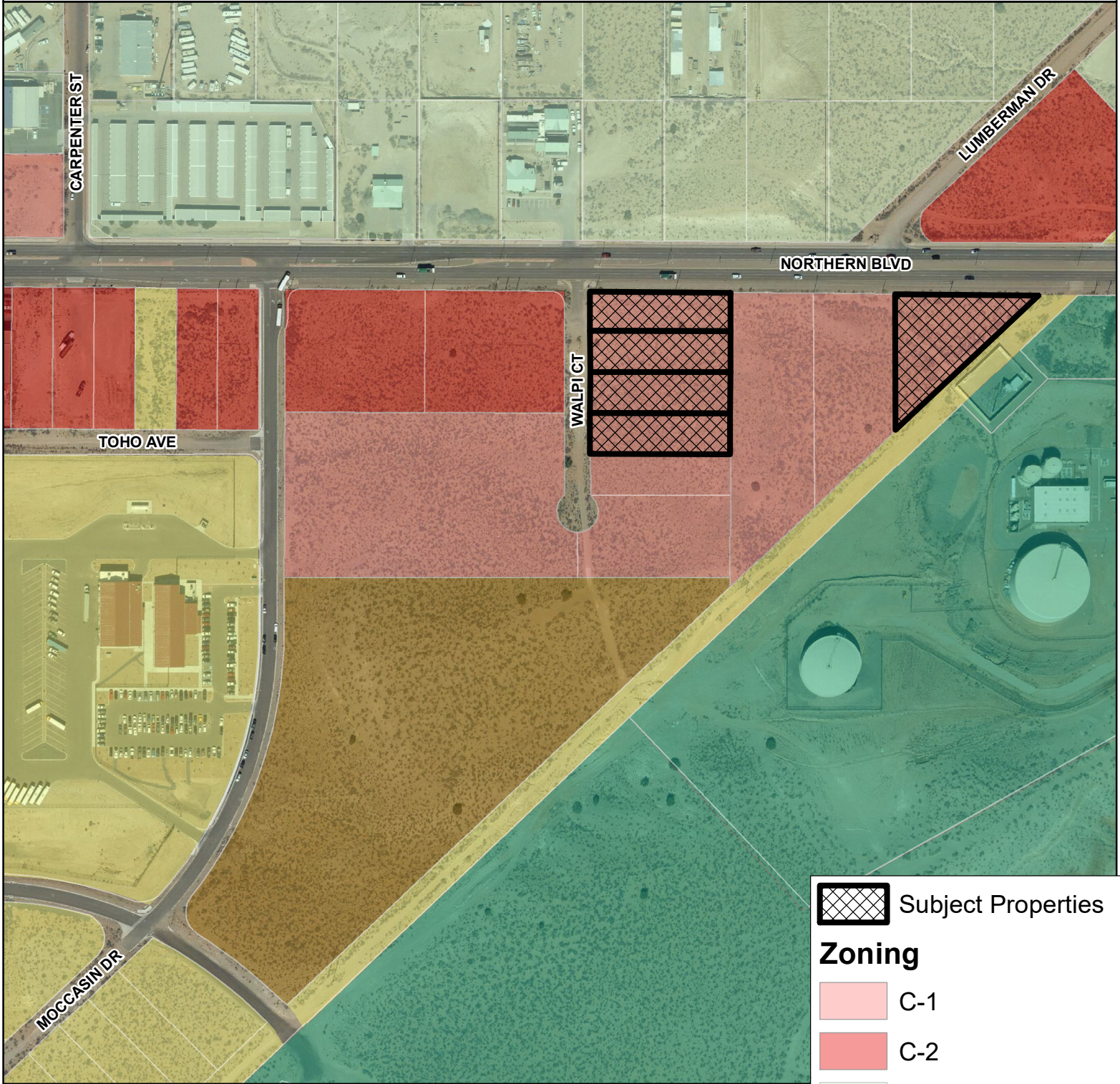
40 ADOPTED THIS _____ DAY OF _____, 2023.
41
42


43 _____
44 Gregory D. Hull, Mayor
45
46
47
48

49 ATTEST:
50







1 _____
2 Rebecca A. Martinez, City Clerk
3 (SEAL)

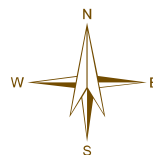
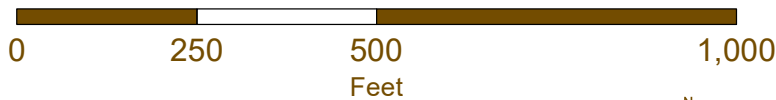
UNIT 13, BLOCK 112, LOTS 1, 4-7 ZONE MAP AMENDMENT & SPECIFIC AREA PLAN AMENDMENT



 Subject Properties

Zoning

-  C-1
-  C-2
-  M-1
-  R-1
-  R-6
-  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 Chris Benson on 08/10/2023

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 checked="" type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Final Plat	<input type="checkbox"/> Annexation
<input 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
Model Home / Sales Office	Master Plan Amendment	<input type="checkbox"/> Vacation of Plat	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
Sign Permit	Text Amendment	<input type="checkbox"/> Subdivision Interpretation	Special Exception
<input type="checkbox"/> Other		<input type="checkbox"/> Subdivision Variance	<input type="checkbox"/> Variance
			<input checked="" 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: David Torres		Phone: 505-659-7086
Address:		E-Mail: dt@osonegrocapital.com
City:	State:	Zip:
Proprietary Interest:	List Owners: Northern Industrial Investments, MAM Partners LLC, David Torres	
Deed or Ownership Verification Provided: (Initials)	Letter of Authorization Provided: (Initials)	
Agent Name:		Phone:
Address:		E-Mail:
City:	State:	ZIP Code:

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

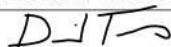
Zone Map Amendment from C-2 and C-1 to M-1 to allow for warehousing and manufacturing uses. And a complementary variance request to the Broadmoor Drive SAP requirement to allow metal buildings.

SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)

Subdivision/Unit: Unit 13	Block(s): 112	Lot(s): Tract A & B, 1, 4-7
Existing Zoning: (C2 Tract A and B) (C1 Lot 1, 4-7)	Proposed Zoning: M1	
No. of existing lots: 7	No. of proposed lots:	Total area of site (acres) 6

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: David Torres	Applicant:	Agent:
Signature: 	Date:	

FOR OFFICIAL USE ONLY

H.T.E. PROJECT #	FEE	RECEIPT #

APPLICATION ACCEPTED BY: _____ DATE: _____



July 18th, 2023

Amy Rincon
Planning and Zoning Manager
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho

Re: Zone Map Amendment and Broadmoor Drive Specific Area Plan
Amendment for Red Roan Enterprises, LLC and MAM Partners LLC

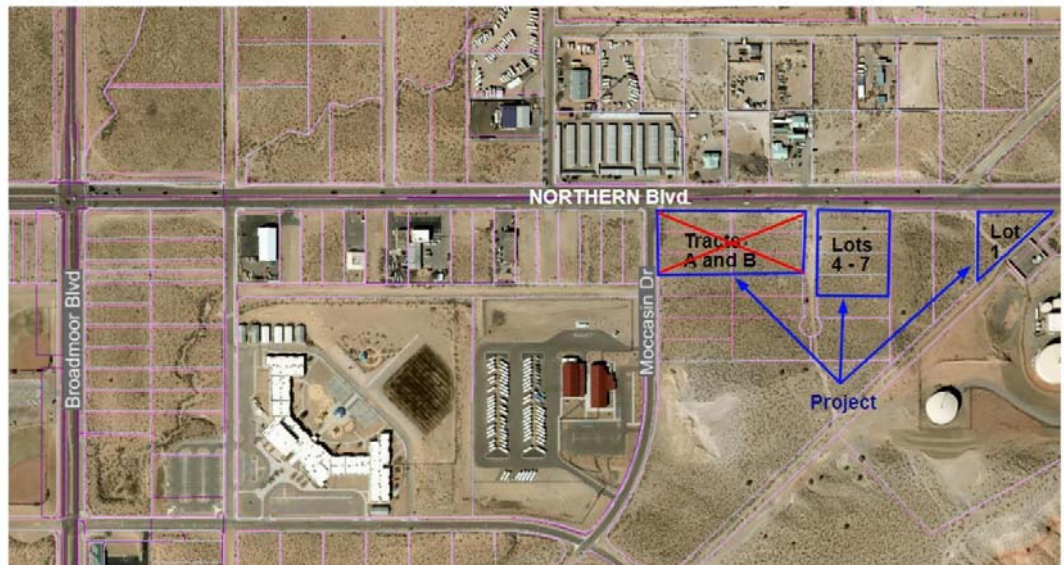
Ms Rincon,

After consulting with staff, I would like to amend my original application. I
would propose 2 changes:

1. Amending the request of zone change from M1 instead to C2.
2. The new application will be removing Tract A and B, since they are
currently zoned C2

Rio Rancho Estates Unit 13, Block 112, ~~Tract A&B~~, Lots 1 & 4-7.

Figure 1 Location



Please Let me know if you have any questions

Sincerely,

/S/David Torres/S/



June 15, 2023

Amy Rincon
Planning and Zoning Manager
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho

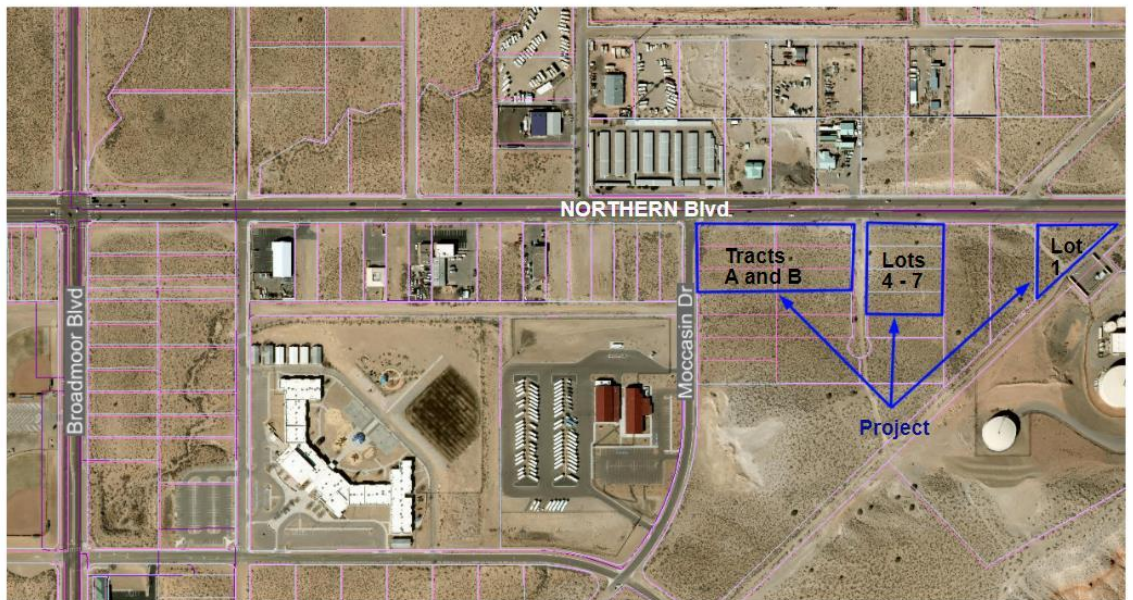
Re: Zone Map Amendment and Broadmoor Drive Specific Area Plan Amendment for Northern Industrial Investments & MAM Partners LLC

Dear Ms. Rincon

The purpose of this letter is to request approval of a Zone Map Amendment and Broadmoor Drive Specific Area Plan Amendment on behalf of Northern Industrial Investments and MAM Partners LLC. The request is for approximately 5 acres of land located south of Northern Boulevard between Moccasin Drive and Walpi Court to allow for a zone change to M-1: Industrial and Business Park. The legal description for the properties pertaining to this request are as follows:

Rio Rancho Estates Unit 13, Block 112, Tract A&B, Lots 1 & 4-7.

Figure 1 Location



PROJECT REQUEST

This request is for a Zone Map Amendment from C-1: Retail Commercial and C-2: Wholesale and Warehousing to M-1: Industrial and Business Park along with a. The plan amendment will allow for warehousing and manufacturing as a permissive land use.

The requested change will allow for the construction of 3 additional high quality indoor industrial and business park spaces with backyard outdoor storage. The proposed office/warehousing buildings are each approximately 15,000 square feet with finished metal panels.

The proposed industrial and business park use compliments the existing surrounding uses of the area and furthers the Broadmoor Drive Specific Area Plan's desire to have a range of economically viable and appropriate land uses. The industrial and business park buildings are designed to be aesthetically pleasing and further the commercial character of this portion of Northern Boulevard, with backyard storage, east and west facing roll-up doors, and front office space.

OWNERSHIP

Tracts A and B consisting of approximately 3 acres are owned by Northern Industrial Investments, LLC

Lot 1 consisting of approximately 1 acre is owned by David Torres

Lots 4 - 6 consisting of approximately 1.5 acres are owned by MAM Partners

Lot 7 consisting of approximately .5 acres is owned by Red Roan Enterprises, LLC

David Torres has a controlling interest in all of the above mentioned lots.

EXISTING ZONING AND LAND USE

Tract A has a newly constructed 15,700 square foot building.

Tract B, Lot 1 and Lots 4-7 are currently vacant.

The subject site is surrounded by a combination of vacant land, industrial, warehousing, community facilities, commercial uses, and utilities. The site is directly south of Northern Boulevard and accessible by Moccasin Drive and/or Walpi Court.

TABLE 1. SURROUNDING ZONING & LAND USE		
	ZONING	LAND USE
NORTH	M-1: Industrial and Business Park; C-1: Retail Commercial; C-2: Wholesale and Warehousing Commercial	Storage and warehousing; Rio Rancho Animal Resource Center; Casa di Ferro Ironworks; L&C Automotive; J&E Towing
EAST	C-1: Retail Commercial R-1: Single-Family Residential SU: Special Use for Public Utilities	Vacant; County Trail; and Public Water Utilities
SOUTH	C-1: Retail Commercial R-6: Multi-Family Residential	Vacant C-1. The currently vacant R-6 is proposing to develop as single-family housing.
WEST	C-2: Wholesale and Warehousing Commercial; R-1: Single-Family Residential	Vacant; Euro-Spec Performance Specialists; Affordable Service Plumbing, Hearing, Airconditioning and Electric; Universal Transmission, Inc; Rio Rancho Public Schools Bus Depot; and Ernest Stapleton Elementary

Figure 2: Zoning

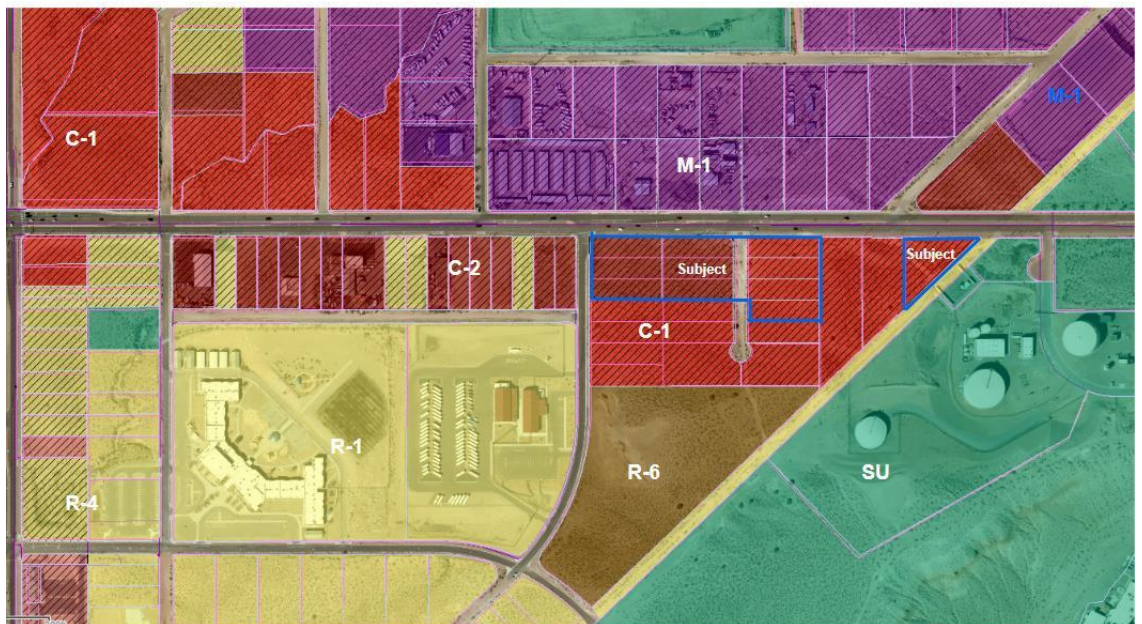


Figure 3: Land Use

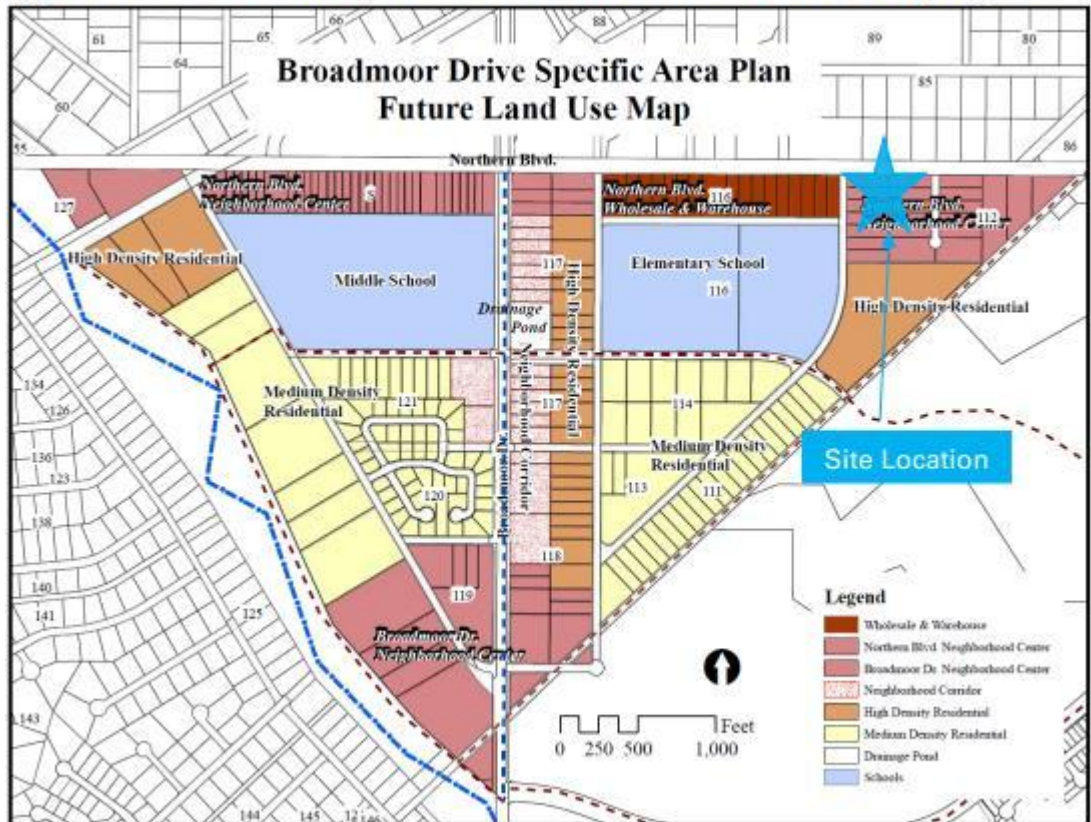


PLANNING CONTEXT

The site is located within the Broadmoor Drive Specific Area Plan (SAP), which was adopted by the City of Rio Rancho Governing Body in August 2007. The purpose of the plan is to “help guide and manage future development along, and in the vicinity of, a major arterial street.” The SAP envisions the land uses in the area to allow for a variety of zoning districts and uses while mitigating impacts with the help of design standards.

The SAP distributes land uses between Medium-Density Residential (24.1%), High Density Residential (18.6%), Neighborhood Corridor (24.5%), center (24.5%), and Wholesale and Warehouse (3.7%).

Figure 4: Broadmoor Drive Specific Area Plan Future Land Use Exhibit 12, Page 28



SITE HISTORY

The properties that are the subject of this Zone Map Amendment are approximately 0.5-acre lots, which were annexed by the City of Rio Rancho in the 1980's. This antiquated platting has been an ongoing challenge faced by the City of Rio Rancho because of the inadequacies in the street right-of-way, impractical block lengths, poor lot configuration, and checkerboard ownership. The site has remained vacant since its annexation.

This area is experiencing moderate growth with some single-family residential and commercial development along Broadmoor Boulevard, and commercial and warehousing/wholesale development along Northern Boulevard.

ZONE MAP AMENDMENT AND BROADMOOR BOULEVARD SPECIFIC AREA PLAN POLICY COMPLIANCE

The following policies for deciding Zone Map Amendments pursuant to the City Zoning Code are as follows:

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

Applicant Response: The proposed Zone Map Amendment and Broadmoor Drive Specific Area Plan amendment to allow industrial and business park development is consistent with the health, safety, morals, and general welfare of the City. The proposed use furthers multiple Land Use, Transportation, and Economic Development goals and policies in the Comprehensive Plan and the Broadmoor Drive Specific Area Plan. The change in zoning will allow for an attractive industrial and business park development to occur, complementing existing land use and business mix of this part of Northern Boulevard. In addition, the development of the site will bring necessary infrastructure and utility improvements necessary for future development to occur.

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.

Applicant Response: The proposed Zone Map Amendment and Broadmoor Drive Specific Area Plan amendment to allow industrial and business park development is the highest and best use for this 5-acre site. The viability precedent is taken from adjacent development just north of Northern Blvd. This Northern Boulevard frontage is stabilizing as a mixture of M-1 uses and the Applicant seeks to continue stabilizing the area with a similar M-1 use.

The Applicant has assembled 7 parcels and will reorient the parcels for development to face Northern Boulevard in similar fashion as adjacent development. The development will not disrupt the flow of traffic on Northern Boulevard since access will be taken from Moccasin Drive and Walpi Court.

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.

Applicant Response: The Zone Map Amendment and amendment to the Broadmoor Boulevard Specific Area Plan further multiple goals and policies as contained in the City of Rio Rancho Comprehensive Plan and Broadmoor Boulevard Specific Area Plan as follows:

CITY OF RIO RANCHO COMPREHENSIVE PLAN

Annexations, Antiquated Platting and Addressing Goal A-1: Eliminate antiquated platting within the City of Rio Rancho where desirable.

Annexations, Antiquated Platting and Addressing Policy A-1: Identify alternative mechanisms to aide and encourage the consolidation of prematurely platted land.

Annexations, Antiquated Platting and Addressing Policy A-3: Ensure that the City's land use and development regulations provide the specific and detailed provisions necessary to eliminate prematurely platted land when feasible.

Applicant Response: The Applicant furthers the City's goals to remedy antiquated platting and create more efficient lot configurations for infrastructure and utility improvements. The applicant has already consolidated 6 lots and is now going to consolidate an additional 4 lots (approximately 0.5-acres each) to create one 5-acre lot. This consolidation of land creates a more suitable parcel for development with a north facing orientation, creating the necessary depth to the south for storage and loading access. The conceptual site plan orients the building front Northern Boulevard, in similar fashion as the existing commercial development surrounding the site. In addition, the consolidation allows for more efficiency in vehicular circulation as now only two ingress and egress points are proposed for this 5-acre site—one on Moccasin Drive and the second on Walpi Court. In contrast, the current parcel configuration requires access to each individual parcel totaling 3 breaks in the curb on both roads for vehicular access. This could create unsafe conditions for pedestrians and an inefficient flow of traffic.

Land Use Goal L-2: Encourage consolidation of lots to promote a variety of land uses in a planned manner.

Action L-1: Identify areas within the City where location large-scale light industrial businesses such a light manufacturing, warehousing and research

facilities are appropriate.

Applicant Response: The Applicant is proposing an industrial and business park use along Northern Boulevard which is classified as a Community Principal Arterial. The proposed M-1 use complements the existing C-2 use and zoning across Northern Blvd to the north and develops a complementary land use as presented in the Broadmoor Drive Area Specific Plan (SAP). The SAP designated M-1 land uses west of Moccasin Drive and east of Broadmoor Boulevard and the Applicant is proposing to extend the M-1 uses to the 5-acre directly east of Moccasin Drive. The development would create that commercial use buffer between Northern Boulevard and the residential uses to the south as called for in the plan. The Applicant is furthering the goal to consolidate lots for viable development which would not drastically alter the mix of land uses within the SAP Boundaries. The land use change is minimal and continues to preserve the desired land use mix and location of uses adopted in the SAP.

The site is appropriate for industrial and business park uses because of the surrounding context and location along Northern Boulevard. The Applicant seeks to complement the existing uses in the area and elevate the look and feel of the Northern Boulevard corridor by constructing a modern building with a finished metal exterior. This Zone Map Amendment request extends the existing M-1 uses north of Northern Blvd.

Transportation Goal TR-1: Encourage development that effectively mixes land uses to create an efficient transportation system that reduces congestion, improves air quality, and creates opportunities to build Rio Rancho's economy.

Applicant Response: The proposed Zone Map Amendment and SAP Amendment facilitates the development of a viable industrial and business park use and effectively preserves the mix of land use called out in the SAP by increasing the M-1 land use by approximately 1% and preserving the remaining land set aside for commercial development. The proposed development will bring utilities, improve the drainage, and improve the condition of Walpi Court. These infrastructure improvements will make the vacant surrounding commercial land more attractive and suitable for development.

In addition, the site plan will create an efficient transportation system with individual access points on Moccasin Drive and Walpi Court that will not disrupt the flow of traffic on Northern Boulevard since there will not be any direct driveway access. Also, the Applicant is responsible for improving their portion of Walpi Court by paving and installing curb and gutter.

Goal UD-4: Create safe developments that discourage crime.

Applicant Response: The proposed Zone Map Amendment and SAP Amendment will bring attractive development to Northern Boulevard corridor. The proposed development will discourage crime by elevating the look and feel of the area and portray a good image of a well maintained and secure property. In addition, the development will create a buffer for future residential development to the south of the site and will shield the visibility of the residential housing from Northern Boulevard.

Economic Development Goal EDP-1: Create jobs.

Goal EDP-3: Enhance the tax base.

Goal EDR-1: Expand the economic base of Rio Rancho.

Applicant Response: The proposed M-1 use will bring viable industrial and business park space for new businesses to locate to. The Applicant is proposing to develop an additional three ~15,000 square feet buildings for individual businesses. New businesses create more jobs, increase property taxes, and expand the City's economic and gross receipts tax base. This area of the City will become more desirable for other commercial retailers/servicers or office/warehousing uses to locate to. The Applicant has chosen this area because of the surrounding uses and believes the proposed development fit the context. Just as the Applicant was attracted to the area because of its context, future developments will follow.

BROADMOOR BOULEVARD SPECIFIC AREA PLAN

Land use Goal 2: Encourage mixed uses, retail, office, residential, and community uses, pedestrian-oriented and clustered around corridors and activity centers.

Applicant Response: The proposed Zone Map and SAP Amendment to M-1 furthers the mix of land uses in the area and locates the development adjacent to and facing the Northern Boulevard Corridor. The Applicant is proposing an industrial and business park use along Northern Boulevard which is classified as a Community Principal Arterial. The proposed M-1 use complements the existing M-1 uses and zoning across Northern Blvd and develops a complementary land use as the one presented in the Broadmoor Drive Area Specific Plan (SAP). The development will expand that commercial use buffer between Northern Boulevard and the residential development to the south called for in the plan.

The proposed Zone Map Amendment and SAP Amendment effectively preserves the mix of land use called out in the SAP by increasing the M-1 land use by only 1% and increasing the viability of the surrounding vacant commercially zoned land by bringing drainage, transportation (roadway and sidewalks), and utility improvements.

Land Use Objective: Develop Plan land use categories which allow for choice of a variety of zoning districts, and which mitigate impacts on surrounding uses through design standards.

Applicant Response: The Applicant is proposed to amend the Broadmoor Drive Specific Area Plan land uses by increasing the Industrial and Business Park District by approximately 1% and locating development directly south of the existing M-1 designated uses. The Applicant is proposing to develop the adjacent 6-acres to Northern Boulevard and will improve the site with necessary adjacent transportation improvements, drainage improvements, and will act as a buffer between Northern Boulevard and future residential uses to the south.

Because of the future residential uses, the Applicant is proposing to screen the proposed M-1 use with a wall. The proposed development will follow all applicable City of Rio Rancho design standards and SAP standards.

Accessibility Goal: Consolidate and limit access to improve circulation and visually organize the roadway edge.

Applicant Response: The Applicant furthers the goal by consolidating lots and creating a site plan with better configuration for infrastructure, circulation, and visually organizes the Northern Boulevard roadway edge. The Applicant is consolidating 4 lots (approximately .5 acres each) to create one additional 2-acre lot. This consolidation of land creates a more suitable parcel for development with access off of the side streets, a north facing orientation, and creating adequate depth to the south. The site plan orients the building to face in a way that will help to visually organize the roadway edge. In addition, the consolidation allows for more efficiency in vehicular circulation as now only two ingress and egress points are proposed for this 5-acre site—one on Moccasin Drive and the second on Walpi Court.

The Applicant must demonstrate 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, 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 (1) or (2) above do not apply. Applicant's reliance on this provision requires proof that (a) there is a public need for a change of the kind in question, and (b) that need will be best served by changing*

the classification of the particular piece of property in question as compared with other available property.

Applicant Response: In this case both B and C apply. A changed neighborhood condition justifying the change has been the construction of surrounding development between Broadmoor Boulevard and Walpi Court. This development is mostly M-1— warehousing/commercial service type uses with side yard or back yard storage spaces. The Applicant is proposing to develop this site with industrial and business park uses. The proposed M-1 use would facilitate the development of three 15,000 square foot industrial and business park buildings with outdoor storage space in the back. In addition, the proposed finished metal facades with stone accents will complement the existing building materials and colors of surrounding development. The development will also act as a buffer for future residential development to the south and bring necessary improvements to utilities, drainage, and transportation infrastructure that will make the remaining commercially zoned vacant land more viable for development. The area improvements serve a public need to further the economic viability of the City and attract more commercial retail/service/warehouse/office development that will serve City of Rio Rancho residents.

The proposed Zone Map and Broadmoor Drive Specific Area Plan Amendments are more advantageous to the community because they further multiple goals of the City's Comprehensive Plan and the goals and policies of the Broadmoor Drive Specific Area Plan. The proposed use assembles 4 additional parcels that are inefficiently platted and will re-orient the parcels to have a north facing frontage with Northern Boulevard. The proposed circulation will preserve the flow of traffic on Northern Boulevard by not creating more ingress/and egress points and utilize the existing land use pattern created by Moccasin Drive and Walpi Court for ingress and egress points.

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

Applicant Response: The cost of land and other economic considerations are not the determining factor for the change. The Applicant selected this site because of the complementary surrounding land uses, business mix, and architecture. The area's M-1 land uses are developing at a quicker rate than other commercially zoned parcels and the Applicant feels that the M-1 use has proven to be the highest and best use for the area.

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

Applicant Response: The proposed M-1 use is for industrial and business

park buildings. The surrounding land use and business mix are the determining factor for locating this use along Northern Boulevard.

(G) A zone change request which will give a zone different from surrounding zoning to one small area, especially when only one premise is involved, is generally called a "spot zone." Such a change of zone may be approved only 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 will function as a transition between adjacent zones; because the subject property 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 the structures already on the premises makes the subject property unsuitable for the uses allowed in any adjacent zone.

Applicant Response: The Applicant's proposed M-1 zoning will not create a spot zone. The project will encompass 7 existing lots. The area already includes a mixture of M-1 zoned land and the proposed site is directly adjacent (across the road from Northern Blvd) from existing M-1 zoning and land uses.

Existing surrounding parcels do not offer the ability for the Applicant to assemble the necessary 5-acre site for the proposed development and site plan configuration. In addition, the proposed development will act as a buffer for future residential uses south of Northern Boulevard.

4. The applicant must demonstrate that the existing zoning is inappropriate because a different use category is more advantageous to the community.

Although the property owner recently changed the zoning of the subject property from C-1 to C-2, since such time, the market has shifted significantly and now a subsequent change to M-1 is necessary. While marketing the subject property for commercial purposes as zoned for C-2, the owner received overwhelming requests for various M-1 uses. Currently, the only M-1 zoned property with access to public utilities is located in the Rio Rancho Industrial Park, east of Frontage Road, parallel to Hwy 528. There is no longer any undeveloped M-1 zoned land within Industrial Park. As such, there remains an unfilled need for developable M-1 zoned land with access to public utilities including water, sewer, natural gas, electricity, telephone, and improved streets. The subject property has access to all these public utilities and amenities and can meet this need if re-zoned to M-1. If the subject property is developed for M-1 uses, such

development will attract significant economic growth, contribute to the City's economic base, and increase job opportunity and tax revenue for the City of Rio Rancho.

CONCLUSION

We respectfully request that the Rio Rancho Planning and Zoning Board recommend approval of this Zone Map Amendment and Broadmoor Drive Specific Area Plan Amendment request for M-1: Industrial and Business Park because we believe this amendment further stabilizes the character of the Northern Boulevard area, brings forth quality and economically viable commercial uses, furthers the goals of the City's Comprehensive Plan and Broadmoor Drive Specific Area Plan, and makes necessary drainage, transportation, and utility improvements. Please feel free to contact me at (505) 659-7086 if you have any questions or need any additional information.

Sincerely,

David Torres



July 18th, 2023

Amy Rincon
Planning and Zoning Manager
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho

Re: Zone Map Amendment and Broadmoor Drive Specific Area Plan
Amendment for Red Roan Enterprises, LLC and MAM Partners LLC

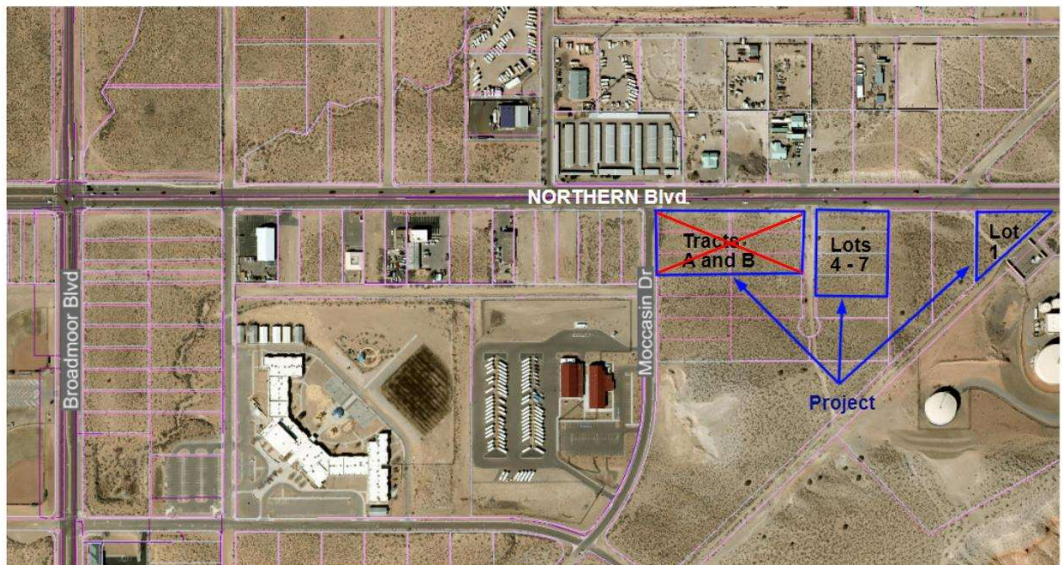
Ms Rincon,

After consulting with staff, I would like to amend my original application. I would propose 2 changes:

1. Amending the request of zone change from M1 instead to C2.
2. The new application will be removing Tract A and B, since they are currently zoned C2

Rio Rancho Estates Unit 13, Block 112, ~~Tract A&B~~, Lots 1 & 4-7.

Figure 1 Location



Please Let me know if you have any questions

Sincerely,

/S/David Torres/S/



July 28, 2023

TO: Planning and Zoning Board

RE: 23-100-00004, 23-410-00004 – Zone Map Amendment from C-1 to C-2 on the land legally described as Unit 13, Block 112, Lots 1, 4-7 and a concurrent amendment to the Broadmoor Drive Specific Area Plan to reflect the zone change.

The following are the comments and feedback received in regards to the zone map amendment and specific area plan amendment application.

Planning & Zoning Division:

- Applicant has not adequately met the criteria for granting a variance as set forth in R.O. 2003 Section 150.06.
- The lot is not irregular in shape, narrow, or steep and does not have an exceptional physical condition that prevents the applicant from complying with the zoning code.
- There does not exist a special circumstance applicable to the property.
- There are no other exceptional physical conditions whereby the strict application of the zoning ordinance requirements would result in a practical difficulty or unnecessary hardship that would deprive the owner of the reasonable use of his/her land.
- Cannabis establishment is not permissive as per criteria set forth in R.O. 2003 Section 122.04.

Engineering Division:

- No adverse comments.

Fire & Rescue:

- No adverse comments at this time.
- Requirements will be necessary upon development.

Parks and Recreation:

- No comments (and no negative impact on area function of City Animal Resource Center).

MRMPO: MRMPO has no adverse comments. For informational purposes:

- Northern Blvd is functionally classified as a Principal Arterial.
- An existing Paved Trail is identified on Northern Blvd in the Long Range Bikeway System (LRBS).
- Northern Blvd is identified as a Tertiary Transit Route in the Long Range Transit Network (LRTN) with headways of 35-45 minutes.
- Northern Blvd is an Intelligent Transportation System (ITS) Corridor. Please consult the reviewing agency's Traffic Engineering and/or ITS Department with any questions regarding ITS infrastructure.
- Appendix G of the MTP supports the following as it relates to the subject property:
- Encourage a mix of land uses (retail, housing, entertainment, etc.) and multimodal facilities in appropriate locations to encourage shorter and more active trips.
- Promote a healthy job housing balance west of the river through preserving commercially zoned land, site-readiness programs, etc.

SSCAFCA:

- No comments.

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

Respectfully,

Christopher Benson

Chris Benson
Municipal Planner I
Development Services Department
City of Rio Rancho
(505) 896-8342 cbenson@rrnm.gov



The City of Rio Rancho

Development Services
Planning Division
3200 Civic Center Circle NE
Rio Rancho, NM 87144
Phone (505) 891-5005 • Fax (505) 896-8994

August 3, 2023

RE: Zone Map Amendment and Specific Area Plan Amendment,
Case No. 23-100-00004, 23-410-00004
Unit 13, Block 112, Lots 1, 4-7

Dear Property Owner:

You are receiving this certified notice because your property is within 100 feet of a site where a land development decision is required by the Governing Body.

The applicant, David Torres, requests approval of a Zone Map Amendment from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District for the properties legally described as Unit 13, Block 112, Lots 1, 4-7. The subject properties are physically located at 914, 918, 922, 926 Walpi Ct NE, and the 3524 Northern Blvd NE and comprise approximately 2.84 acres. These properties are located in the Broadmoor Drive Specific Area Plan and concurrently there will be an amendment to the Broadmoor Drive Specific Area Plan to reflect the increase in Wholesale and Warehousing land use within the specific area plan.

The **Governing Body** will consider the request and have the final approval on **Thursday, August 24, 2023** at 6:00 pm in the **Council Chambers** and **Virtually** as a hybrid meeting, through the **Zoom link and number below**.

On the back of this letter is a location map of the project, with the subject property identified with the black outline.

If you would like to comment on this application, you are encouraged to send in comments in writing, 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: 851 8074 1871 Passcode: **789419** Join via phone: 1-720-707-2699 US

Please do not hesitate to contact me via e-mail me at cbenson@rrnm.gov or call me at 505-896-8342, if you have any questions concerning this matter. The agenda for this hearing and related staff reports will be posted on the City's website, www.rrnm.gov, the Friday before the hearing.

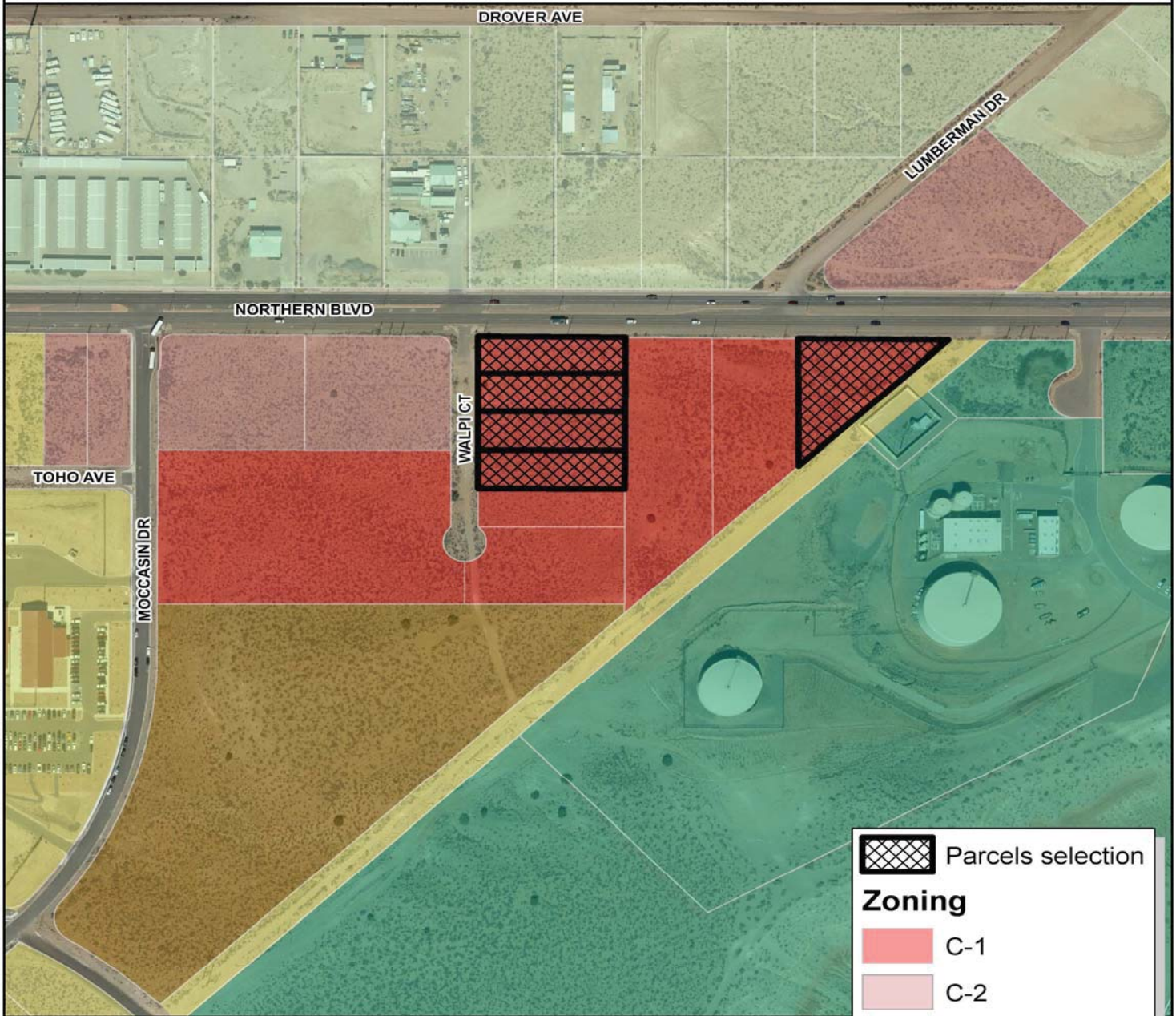
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Please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


Respectfully,

Christopher Benson







Chris Benson
Municipal Planner I
Development Services Department
City of Rio Rancho

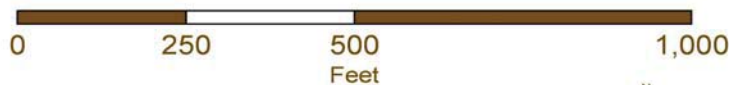
UNIT 13, BLOCK 112, LOTS 1, 4-7 ZONE MAP AMENDMENT AND SPECIFIC AREA PLAN AMENDMENT



 Parcels selection

Zoning

-  C-1
-  C-2
-  M-1
-  R-1
-  R-6
-  SU





**CITY OF RIO RANCHO
PUBLIC HEARING NOTICE**

The GOVERNING BODY of the CITY OF RIO RANCHO, NM, will consider the following matter at its regularly scheduled meeting on Thursday, August 24, 2023 at 6:00 pm:

**Zone Map Amendment
Case #23-100-00004**

The applicant, David Torres, requests approval of a Zone Map Amendment for Unit 13, Lots 1, 4-7 from C-1: Retail Commercial District to C-2: Wholesale and Warehousing Commercial District.

**Specific Area Plan Amendment
Case #23-410-00004**

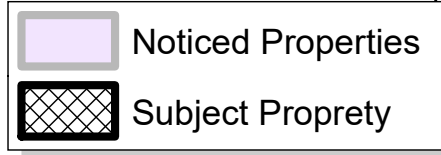
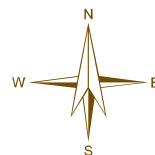
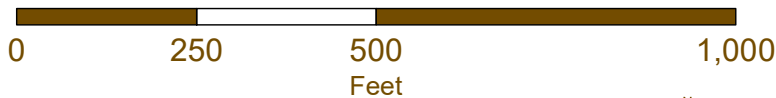
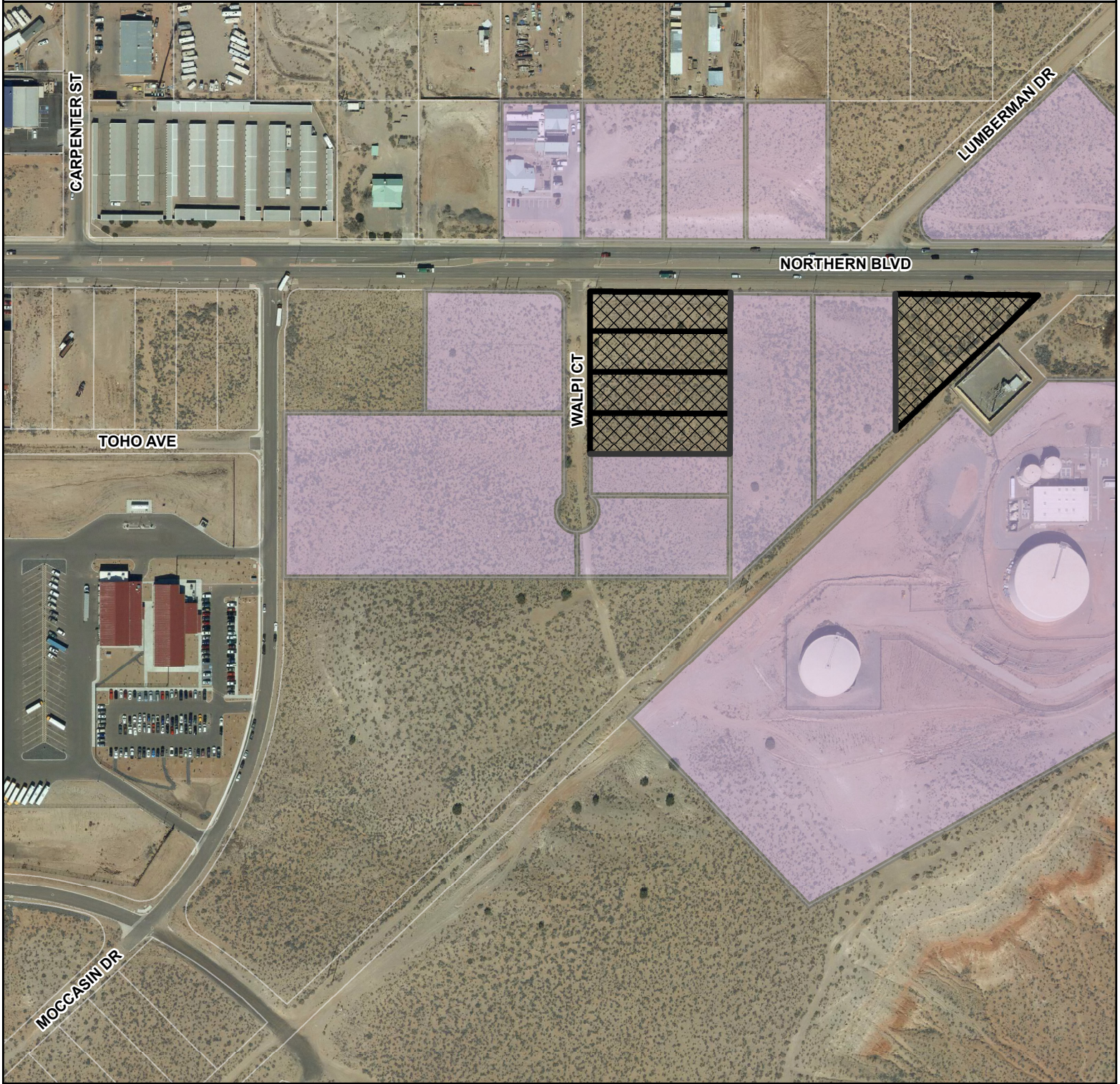
The applicant, David Torres, requests approval of an amendment to the Broadmoor Drive Specific Area Plan.

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 these items are available for viewing in the Development Services Department at City Hall.

If you would like to comment on any of these applications, you are encouraged to submit a written comment to planning@rrnm.gov. Written comments will be inserted into the public record.

Journal: August 9, 2023

UNIT 13, BLOCK 112, LOTS 1, 4-7 ZONE MAP AMENDMENT AND SPECIFIC AREA PLAN AMENDMENT NOTICED PROPERTIES



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 Chris Benson on 07/12/2023

7/3/2023

Amy Rincon
Planning and zoning Manager
Development Services Department
City of Rio Rancho
3200 Civic Center Circle NE
Rio Rancho, NM, 87144

RE: Rezoning Properties Unit 13 Block 112 Lots Tract A & B, 1, 4-7

Ms Rincon,

We own the property at 3391 Northern Blvd NE Rio Rancho, NM 87124 and is located across from the proposed properties to be rezoned. I am a local business owner of SRFS in Rio Rancho.

We are writing this letter in support of the proposed rezone of lots Tract A & B, 1, 4-7 to M-1 light industrial.

I welcome and support the continued development, growth, and attraction of more local Rio Rancho Businesses.

Thank you for your consideration.

Sincerely,



Charlotte Garcia
SRFS (& Rio Rancho Mailing)
3391 Northern Blvd NE Rio Rancho, NM 87124



July 5, 2023

Dear Mayor Hull,

As the property owner of the adjacent parcels to the property being rezoned to M1 in block 112 off of Northern Blvd. I am writing to express my support for the rezone.

The development would fit well with the neighborhood offering a modern, flexible building. The current development on the corner of Northern and Moccasin is an example of the unique design and architectural features. This project will greatly assist with the continued development of the industrial corridor in Rio Rancho.

I hope this letter conveys to you my support of this project and my wishes to see it completed. I believe in the neighborhood and know that it is capable of helping grow Rio Rancho. I urge you to vote in favor of approving this development.

Sincerely

A handwritten signature in black ink, appearing to read "Julie Villegas".

Julie Villegas, Manager - Roadrunner Storage Properties, LLC



CITY OF RIO RANCHO COVER PAGE

Legislation Item: R98

AGENDA DATE:

August 24, 2023

DEPARTMENT:

Financial Services

SUBJECT:

R98, Resolution Adopting the Final Infrastructure and Capital Improvement Plan (ICIP) for Fiscal Years 2024-2029

BACKGROUND AND ANALYSIS:

The Governing Body adopted the FY 2024 ICIP via Resolution 72, Enactment 23-074 on May 25, 2023 ([view Recommended FY2024 ICIP](#)).

The ICIP has since been updated resulting in a net increase in the plan of \$74 million. A summary and a detailed schedule of changes is attached. The proposed changes include updated cost information, capital funding sources and uses rolled forward from FY 2023, and projects added to the capital plan.

In the aggregate, the City's capital program consists of 108 projects at a total estimated costs of \$592 million over the next six years. The most significant portions of the capital program are:

- Water, Wastewater, and Recycled Water Systems: \$243.7 million
- Transportation: \$193.2 million

The City has affirmatively and/or tentatively identified funding sources for 75 percent of total capital spending planned to occur through FY 2029 using both pay-as-you-go and debt financing, while 25 percent of the total capital program funding is yet to be determined.

IMPACT:

The ICIP represents a multi-year projection of the City's capital needs and financing requirements for capital renewal, replacement, acquisition, and infrastructure development.

While the ICIP does not impact legal authority for capital spending outside of FY 2024, the document serves as the primary basis upon which subsequent annual capital budgets will be formulated.

ALTERNATIVES:

Adopt the Final ICIP.

Do not adopt the Final ICIP. If the ICIP is not adopted, the City will not submit an ICIP to the State of New Mexico by the August 31, 2023 deadline.

DEPARTMENT RECOMMENDATION:

Staff recommends approval of the the Final ICIP.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Summary of Changes from Recommended to Final ICIP FY2024.pdf](#)

ATTACHMENT: [Schedule of Changes from Recommended to Final ICIP FY2024.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION ADOPTING THE FINAL INFRASTRUCTURE AND CAPITAL
IMPROVEMENT PLAN FOR FISCAL YEARS 2024-2029**

WHEREAS: Article VI of the City Charter requires the City Manager to prepare and submit to the Mayor and Governing Body a recommended capital program; and

WHEREAS: a budget work session of the Governing Body was conducted for the City's capital program on April 28, 2023; and

WHEREAS: a public hearing pursuant to Article VI of the City Charter was conducted on May 11, 2023 and May 25, 2023; and

WHEREAS: the Governing Body adopted the Recommended ICIP on May 25, 2023 via Resolution No. 72, Enactment No. 23-074; and

WHEREAS: the City's Infrastructure and Capital Improvement Plan (ICIP) is a medium-range management and financial plan identifying the need and financing requirements for acquisition of capital assets having an anticipated cost equal to or exceeding five thousand dollars (\$5,000) and a useful life equal to or exceeding two (2) years; and

WHEREAS: the ICIP is a six (6) year plan covering the period beginning July 1, 2023 and ending June 30, 2029, and incorporates the current fiscal year's capital appropriations; and

WHEREAS: the ICIP has been updated since adoption of the Recommended ICIP to account for FY 2023-year end results and to be consistent with the Fiscal Year 2024 Final Capital Budget.

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

Section 1. That the Governing Body hereby adopts the Infrastructure and Capital Improvement Plan (ICIP) for Fiscal Years 2024-2029, as amended.

Section 2. This Resolution shall become effective upon its adoption.

ADOPTED THIS _____ DAY OF _____, 2023.

Gregory D. Hull, Mayor

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ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

Summary of Changes from Recommended to Final ICIP

Department/ICIP Version	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028	Total
<u>Administration</u>							
Recommended	8,207,952	2,917,500	1,861,825	1,250,888	1,180,750	14,378,500	29,797,415
Final	9,711,412	2,917,500	1,861,825	1,250,888	1,180,750	14,378,500	31,300,875
Delta	1,503,460	-	-	-	-	-	1,503,460
<u>Fire</u>							
Recommended	2,121,875	8,922,807	12,473,919	4,503,746	3,726,499	3,146,417	34,895,263
Final	5,277,432	8,897,807	12,473,919	4,503,746	3,726,499	3,146,417	38,025,820
Delta	3,155,557	(25,000)	-	-	-	-	3,130,557
<u>Police</u>							
Recommended	1,010,411	2,130,876	1,401,213	2,328,460	2,652,166	1,821,154	11,344,280
Final	3,443,760	2,130,876	1,401,213	2,328,460	2,652,166	1,821,154	13,777,629
Delta	2,433,349	-	-	-	-	-	2,433,349
<u>Parks and Recreation</u>							
Recommended	5,521,547	4,138,291	3,240,634	4,318,321	5,215,668	1,128,582	23,563,043
Final	7,050,224	4,138,291	3,240,634	4,318,321	5,215,668	1,128,582	25,091,720
Delta	1,528,677	-	-	-	-	-	1,528,677
<u>Senior Services</u>							
Recommended	1,860,410	475,148	178,131	5,804,357	187,825	159,900	8,665,771
Final	2,789,702	475,148	178,131	5,804,357	187,825	159,900	9,595,063
Delta	929,292	-	-	-	-	-	929,292
<u>Public Works</u>							
Recommended	21,039,697	19,726,706	19,042,010	35,500,120	34,749,864	69,134,721	199,193,118
Final	52,259,939	19,726,706	19,042,010	35,500,120	34,749,864	69,134,721	230,413,360
Delta	31,220,242	-	-	-	-	-	31,220,242
<u>C.I.F. Water Production</u>							
Recommended	47,773,296	16,456,723	12,422,000	8,996,000	12,957,000	14,655,000	113,260,019
Final	69,309,908	16,456,723	12,422,000	8,996,000	12,957,000	14,655,000	134,796,631
Delta	21,536,612	-	-	-	-	-	21,536,612
<u>C.I.F. Wastewater</u>							
Recommended	21,356,740	12,308,000	8,017,000	5,525,000	32,135,000	13,545,000	92,886,740
Final	33,018,200	12,308,000	8,017,000	5,525,000	32,135,000	13,545,000	104,548,200
Delta	11,661,460	-	-	-	-	-	11,661,460
<u>Recycle Water</u>							
Recommended	28,183	-	4,335,000	-	-	-	4,363,183
Final	84,982	-	4,335,000	-	-	-	4,419,982
Delta	56,799	-	-	-	-	-	56,799
<u>TOTAL</u>							
Recommended	108,920,111	67,076,051	62,971,732	68,226,892	92,804,772	117,969,274	517,968,832
Final	182,945,559	67,051,051	62,971,732	68,226,892	92,804,772	117,969,274	591,969,280
Delta	74,025,448	(25,000)	-	-	-	-	74,000,448

Schedule of Changes from Recommended to Final ICIP

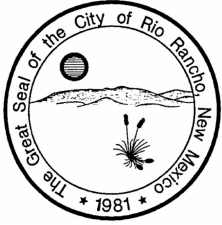
Project	Department or Division	FY2024-FY2029 Recommended ICIP	FY2024-FY2029 Final ICIP	Delta
Loma Colorado Library Materials Sorter	Administration	85,000	85,000	-
Enterprise Resource Planning Software	Administration	4,156,402	4,156,402	-
Arts In Public Places (1% of GO Bond)	Administration	756,000	630,188	(125,812)
Multi-Purpose Event Center	Administration	4,600,000	4,927,500	327,500
General Building Plan	Administration	17,200,013	17,842,329	642,316
General Fleet Vehicles and Heavy Equipment	Administration	3,000,000	3,659,456	659,456
	Administration Total	29,797,415	31,300,875	1,503,460
Fire Training Facility	Fire	6,190,000	6,200,000	10,000
State Homeland Security Grant Program (SHSGP)	Fire	244,000	360,592	116,592
Fire Station 8	Fire	5,377,500	5,377,500	-
Fire Command Vehicles	Fire	649,698	656,530	6,832
Fire Station Improvement and Major Repair	Fire	1,400,000	1,728,036	328,036
Fire and EMS Equipment	Fire	3,707,065	3,788,921	81,856
Fire Apparatus Replacement	Fire	17,327,000	19,914,241	2,587,241
	Fire Total	34,895,263	38,025,820	3,130,557
Police Equipment	Police	193,300	224,932	31,632
SCRECC Expansion	Police	45,092	45,091	(1)
Law Enforcement SWAT Robot	Police	85,000	85,000	-
Crisis Negotiation Team Vehicle	Police	350,000	350,000	-
Police All Terrain Vehicles	Police	47,096	52,262	5,166
Police Building Design Fund	Police	250,000	250,000	-
SWAT Vehicles and Heavy Equipment	Police	502,760	937,068	434,308
Police Headquarters	Police	2,490,937	2,856,148	365,211
Police Motorcycles	Police	325,205	446,855	121,650
Police Vehicles	Police	7,054,890	8,530,273	1,475,383
	Police Total	11,344,280	13,777,629	2,433,349
Bosque Improvements	Parks, Recreation & Community Services	28,659	28,659	-
Cabezon Pool and Recreation Center Improvements	Parks, Recreation & Community Services	8,000	8,000	-
Park Parking Lot Renovations	Parks, Recreation & Community Services	1,019,826	1,031,696	11,870
Campus Park Phase 2	Parks, Recreation & Community Services	3,399,619	3,404,041	4,422
Star Heights Park Improvements	Parks, Recreation & Community Services	350,000	350,000	-
Haynes Pool	Parks, Recreation & Community Services	65,504	65,504	-
Rainbow Pool	Parks, Recreation & Community Services	151,969	151,969	-
Star Heights Recreation Center Improvements and Repairs	Parks, Recreation & Community Services	80,000	80,000	-
Sports Complex Improvements	Parks, Recreation & Community Services	390,088	390,088	-
Park Maintenance Equipment	Parks, Recreation & Community Services	1,454,370	1,529,855	75,485
Sports Complex North	Parks, Recreation & Community Services	13,357,208	13,413,039	55,831
Park Playground Replacement, Surfacing, and Shade Improvements	Parks, Recreation & Community Services	2,211,594	2,974,463	762,869
Parks and Recreation Facilities ADA Implementation	Parks, Recreation & Community Services	500,000	649,745	149,745
Aquatic Center	Parks, Recreation & Community Services	546,206	607,756	61,550
Quality of Life Center/The Hub@Enchanted Hills	Parks, Recreation & Community Services	-	406,905	406,905

Schedule of Changes from Recommended to Final ICIP

Project	Department or Division	FY2024-FY2029 Recommended ICIP	FY2024-FY2029 Final ICIP	Delta
	Parks, Recreation & Community Services Total	23,563,043	25,091,720	1,528,677
Meadowlark Senior Center	Senior Services	1,082,588	1,488,980	406,392
Broadmoor Senior Center	Senior Services	7,583,183	8,106,083	522,900
	Senior Services Total	8,665,771	9,595,063	929,292
Lazo Road	Public Works	-	974,039	974,039
Loma Colorado Boulevard Extension Northern Boulevard to Paseo del Volcan	Public Works	-	861,422	861,422
Grande Boulevard Reconstruction Sara Road to 19th Avenue SE	Public Works	-	677,277	677,277
Laser Road Reconstruction Quantum Road to Northern Boulevard	Public Works	-	450,000	450,000
Idalia Road Design (Iris Road to Northern Boulevard)	Public Works	2,812,735	1,114,571	(1,698,164)
Sara Road Reconstruction NM 528 to Meadowlark Lane	Public Works	4,050,000	4,050,000	-
Pine Road Drainage Improvements	Public Works	4,300,000	4,300,000	-
City Wide Right of Way Acquisition	Public Works	2,915,618	2,632,900	(282,718)
Unser Boulevard Drainage Design at Acano Circle NE	Public Works	60,000	60,000	-
2nd Street at Unser Boulevard Drainage Design	Public Works	200,000	200,000	-
15th Street SE Realignment Design	Public Works	300,000	400,000	100,000
Loma Barbon Sediment Control at Kennard Road Pond	Public Works	250,000	250,000	-
Loma Colorado Boulevard Extension and Roundabout to Silent Spring Drive/Chessman Drive	Public Works	7,200,000	7,200,000	-
Sara Road and Meadowlark Lane Roundabout Design	Public Works	2,600,000	2,600,000	-
Rainbow Boulevard Preliminary Engineering - City of Albuquerque (Irving Boulevard) to Southern Boulevard	Public Works	2,500,000	2,500,000	-
Idalia Road and Loma Colorado Boulevard Roundabout Phase 2 - Right of way acquisition	Public Works	1,500,000	2,318,939	818,939
Idalia Road and Broadmoor Boulevard Roundabout Phase 1 - Right of way acquisition	Public Works	1,500,000	2,325,679	825,679
Southern Boulevard Reconstruction Phase IIA – Nicklaus Channel	Public Works	5,000,000	5,000,000	-
College Boulevard from King Boulevard to Broadmoor Boulevard	Public Works	6,000,000	6,000,000	-
Traffic Signal Detection Replacement	Public Works	725,400	725,400	-
Southern Boulevard Reconstruction Phase 2A - Western Hills to 525' east of Golf Course Rd	Public Works	23,225,000	26,386,145	3,161,145
Multi-Modal Safety Improvements	Public Works	287,400	302,589	15,189
ADA Sidewalk Improvements	Public Works	660,000	819,129	159,129
Broadmoor Boulevard Extension Phase II R/W (Northern Boulevard to PdV)	Public Works	2,750,000	2,750,000	-
Unser Boulevard Widening Phase IIB	Public Works	15,500,000	16,459,410	959,410
Northern Boulevard Widening Phase B1	Public Works	16,600,000	18,219,428	1,619,428
Pavement Preservation, Rehabilitation, and Reconstruction Programs	Public Works	39,000,000	42,765,139	3,765,139
Roadway General Obligation Bond Projects	Public Works	31,830,000	50,664,270	18,834,270
Iris Road Drainage Improvements	Public Works	500,000	500,000	-
City Center Facility Plan-Storm Drainage & Land Acquisition	Public Works	24,136,321	24,136,321	-
Idalia Road Culvert Crossing at Arroyo de la Barranca	Public Works	1,993,889	1,973,947	(19,942)

Schedule of Changes from Recommended to Final ICIP

Project	Department or Division	FY2024-FY2029 Recommended ICIP	FY2024-FY2029 Final ICIP	Delta
MS4 Outfalls to the Rio Grande	Public Works	796,755	796,755	-
	Public Works Total	199,193,118	230,413,360	31,220,242
Hydroexcavator Storage Garage	C.I.F. Water Production	850,000	850,000	-
Booster Station and Transmission Line Well 17	C.I.F. Water Production	5,898,290	6,088,498	190,208
Unser Boulevard Water Line City Center Tank to Tank 15	C.I.F. Water Production	9,094,000	9,002,030	(91,970)
Northern Blvd and North Hills Waterline	C.I.F. Water Production	8,418,066	8,468,066	50,000
Well 13 Equipping Continued from FY23	C.I.F. Water Production	8,285,873	8,285,301	(572)
Water Rights	C.I.F. Water Production	8,291,795	13,192,611	4,900,816
Redrill Well 9 and Equip for Arsenic Removal	C.I.F. Water Production	18,213,857	18,213,241	(616)
Well Chemical Storage Canopies	C.I.F. Water Production	465,000	520,000	55,000
Sodium Hydroxide Skids	C.I.F. Water Production	736,251	736,251	-
Sodium Hypochlorite Systems at Well Sites	C.I.F. Water Production	1,628,000	1,785,017	157,017
Well Line Shaft Sound Walls	C.I.F. Water Production	370,000	370,000	-
Water Well Level Monitoring Wells	C.I.F. Water Production	316,400	275,000	(41,400)
Equipment for Water Production, Treatment, and Distribution	C.I.F. Water Production	13,670	8,654	(5,016)
Water Utility Vehicles and Heavy Equipment	C.I.F. Water Production	1,098,984	1,104,056	5,072
Well Site Security and SCADA	C.I.F. Water Production	1,330,000	1,479,084	149,084
Install/Replace Water Lines	C.I.F. Water Production	15,430,000	31,598,989	16,168,989
Renovate/Paint Water Storage Tanks	C.I.F. Water Production	13,050,000	13,050,000	-
New Tank at Well 17	C.I.F. Water Production	350,000	350,000	-
New Tank Volcan Water Tank (Near Sue Cleveland HS same as Tank 6 overflow elevations)	C.I.F. Water Production	4,300,000	4,300,000	-
New and Replacement Pressure Reducing Valves (PRVs)	C.I.F. Water Production	1,985,000	1,985,000	-
Drill S25 (Lacuna/Chayote property owned by Utilities) or Well 15 Mariposa	C.I.F. Water Production	5,650,000	5,650,000	-
Redrill Well 2 or 4 and Equip 850 ft depth	C.I.F. Water Production	7,484,833	7,484,833	-
	C.I.F. Water Production Total	113,260,019	134,796,631	21,536,612
Laboratory	C.I.F. Wastewater	1,500,000	1,500,000	-
Lift Station 15 Improvements	C.I.F. Wastewater	4,000,000	4,000,000	-
Lift Station 2 Replacement	C.I.F. Wastewater	4,000,000	4,000,000	-
Lift Station 22 Improvements	C.I.F. Wastewater	5,066,628	4,988,264	(78,364)
Wastewater Treatment Plant (WWTP) 2 Headworks	C.I.F. Wastewater	8,739,228	14,860,833	6,121,605
Equipment for Wastewater Treatment and Rehab of Lift Stations	C.I.F. Wastewater	157,197	-	(157,197)
Lift Station 21 Improvements	C.I.F. Wastewater	4,391,813	4,391,812	(1)
Wastewater Treatment Plant (WWTP) 5 Membrane Bioreactor (MBR) Expansion	C.I.F. Wastewater	19,100,000	19,100,000	-
Wastewater Treatment Plant (WWTP) 2 Biological Nutrient Removal or Membrane Bioreactor (MBR) Expansion	C.I.F. Wastewater	23,000,000	23,000,000	-
Wastewater Vehicles and Heavy Equipment	C.I.F. Wastewater	1,264,701	1,764,701	500,000
Security and SCADA Improvements at WWTPs and Lift Stations	C.I.F. Wastewater	1,330,000	1,452,294	122,294
Install/Replace Sanitary Sewer Lines	C.I.F. Wastewater	17,200,000	22,880,520	5,680,520
Wastewater Treatment Plan (WWTP) 5 Membranes and Equipment Expansion	C.I.F. Wastewater	3,137,173	2,609,776	(527,397)
	C.I.F. Wastewater Total	92,886,740	104,548,200	11,661,460
Equipment for Recycled Water Operations	Recycle Water	28,183	84,982	56,799
Injection Wells and Advance Water Treatment Facility	Recycle Water	4,335,000	4,335,000	-
	Recycle Water Total	4,363,183	4,419,982	56,799
	Grand Total	517,968,832	591,969,280	74,000,448



CITY OF RIO RANCHO COVER PAGE

Legislation Item: R99

AGENDA DATE:

August 24, 2023

DEPARTMENT:

Administration

SUBJECT:

R99, Resolution Authorizing the City Manager to Enter into a Land Exchange Agreement/Lease Termination for the Exchange of Real Property

BACKGROUND AND ANALYSIS:

City of Rio Rancho ("City") municipal government and Rio Rancho Public Schools ("RRPS") have come to an agreement to exchange the 6.21-acre site located at 4531 Northern Blvd., Rio Rancho, NM 87124 (City property) for the 1.43-acre site located at 1930 14th Ave. SE, Rio Rancho, NM 87124 (Rio Rancho Public Schools property) for the mutual benefit of both parties. The land exchange also contemplates the termination of the existing lease between the City and RRPS (successor in interest to the Board of Education of the City of Albuquerque) dated March 27, 1989, related to the 12.96-acre site located at 4477 9th Ave. NE, Rio Rancho, NM 87124.

The proposal involves the former Shining Stars Preschool site property (12.96 acres) held under a lease with RRPS and a vacant 6.21-acre lot owned by the City along Northern Boulevard. In exchange for termination of the lease and the conveyance of the 6.21-acre vacant lot on Northern Boulevard, RRPS would convey the vacant 1.43-acre lot in the Unser Gateway near Maggie Cordova Elementary School to the City. At this time, each of the three referenced properties in the land exchange are vacant and not being used by either entity; however, the former Shining Stars Preschool site property does have portable buildings no longer owned by RRPS currently on the property. Upon execution of the Land Exchange Agreement/Lease Termination (attached), RRPS would be responsible for removal of the portable buildings within ninety (90) days.

This land exchange is specifically governed by NMSA 1978, Sections 3-54-2(D), 13-6-2, and 13-6-2.1, and is permissible under New Mexico law as a government-to-government exchange. These statutes allow for political subdivisions to exchange or gift real property to one another so long as the best interests of the public are at the forefront of the agreement.

Over the course of the past six (6) months, City staff negotiated and closely worked with RRPS staff to negotiate a land exchange agreement and termination of lease that is beneficial to all parties and to the public at large.

A Letter of Intent (attached) formalizing many of the key points of the land exchange was developed and drafted cooperatively by City and RRPS staff members. Once the Letter of Intent was agreed upon by both parties, it was executed by City Manager Matthew Geisel on July 28, 2023, and RRPS Superintendent V. Sue Cleveland, Ed.D on August 1, 2023.

After the Letter of Intent was approved and executed, City and RRPS staff members worked to draft the Land Exchange Agreement/Lease Termination. This agreement formally sets forth the terms

and conditions of the land exchange, governing the conveyance of all properties referenced.

City staff and RRPS staff are now in the process of presenting the Land Exchange Agreement/Lease Termination to their respective administrative bodies for its approval. If the City's Governing Body and RRPS Board of Education approve (scheduled for consideration on August 28, 2023) of the Land Exchange Agreement/Lease Termination, it will be jointly presented to the State of New Mexico's Department of Finance and Administration for formal approval on September 19, 2023. Approval of the Department of Finance and Administration is required by law for this type of government-to-government transaction to move forward.

If the agreement is approved by the State of New Mexico's Department of Finance and Administration, the land exchange will move forward pursuant to the terms of the Land Exchange Agreement/Lease Termination as presented.

IMPACT:

Approval of the Land Exchange Agreement/Lease Termination will be beneficial for both the City and RRPS.

The City will be able to utilize the turned over former Shining Stars Preschool site property, 4477 9th Ave. NE, as the site to construct a multi-generational recreational center. The proposed center is currently in the initial planning phase.

The City will be able to utilize the 1.43-acre site located at 1930 14th Ave. SE, it will receive in this exchange as the site to construct a new fire/rescue station. The proposed fire/rescue station is currently in the initial planning phase.

RRPS will be able to utilize the 6.21-acre site located at 4531 Northern Blvd., it will receive in this exchange as the site to construct various projects (e.g., Independence High School, Cyber Academy).

The RRPS property (1.43 acres) is valued at approximately \$250,000. The City property (6.21 acres) is valued at approximately \$500,000. The monetary value of the unexpired lease related to the former Shining Stars Preschool site property (12.96 acres) has not been determined. RRPS will not be responsible for the payment of any money to the City to settle any difference in value.

ALTERNATIVES:

Approve the Resolution.

Do not approve the Resolution.

DEPARTMENT RECOMMENDATION:

City staff recommends approval of the Resolution, which authorizes the City Manager to sign and execute the proposed Land Exchange Agreement/Lease Termination.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Land Exchange Agreement Termination of Lease 2023 08 15 Clean.docx](#)

ATTACHMENT: [1989_Lease_Agreement.pdf](#)

ATTACHMENT: [City_of_RR_Letter_of_Intent_7.31.23__fully_executed_1.pdf](#)



**CITY OF RIO RANCHO
RESOLUTION**

RESOLUTION NO.

ENACTMENT NO.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A LAND
EXCHANGE AGREEMENT/LEASE TERMINATION FOR THE EXCHANGE OF REAL
PROPERTY**

WHEREAS: the City of Rio Rancho and Rio Rancho Public Schools have cooperated with one another to draft and prepare a Land Exchange Agreement; and

WHEREAS: the Land Exchange Agreement is authorized and governed by NMSA 1978 Sections 3-54-2(D), 13-6-2(B)(2), and 13-6-2.1(A); and

WHEREAS: the real properties being conveyed in this land exchange are vacant and are being exchanged for development and the future enrichment of City residents; and

WHEREAS: the ninety-nine (99) year Lease being terminated as a condition of this Land Exchange Agreement will return real property to the City for future development; and

WHEREAS: the Land Exchange Agreement mutually benefits the City of Rio Rancho and Rio Rancho Public Schools and is in the best interests of the public at large; and

WHEREAS: the Land Exchange Agreement is subject to approval by the New Mexico State Board of Finance.

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

Section 1. That formal authorization is hereby given and granted to the City Manager to enter into and execute the Land Exchange Agreement/Lease Termination, attached hereto, and any documents necessary for the transaction associated therewith, including any such related deeds and other additional formal paperwork as required by the New Mexico Department of Finance and Administration.

Section 2. This Resolution shall become effective upon its adoption.

ADOPTED THIS _____ DAY OF _____, 2023.

Greggory D. Hull, Mayor

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ATTEST:

Rebecca A. Martinez, City Clerk
(SEAL)

LAND EXCHANGE AGREEMENT

THIS LAND EXCHANGE AGREEMENT (the “Agreement”) is made as of the ___ day of August, 2023 (the “Effective Date”), by and between the City of Rio Rancho, a municipal corporation (Also known as City of Rio Rancho, a New Mexico municipal corporation) (the “City”) and Rio Rancho Public Schools, a political subdivision of the State of New Mexico (Also known as Board of Education, Rio Rancho Public School District; Rio Rancho Board of Education; or Rio Rancho Public School District Board of Education) (“RRPS”) (collectively, the “Parties”).

RECITALS

WHEREAS, the Parties desire to exchange certain real properties defined hereinbelow as a government to government exchange for the benefit of the Parties by strengthening RRPS’ future development and success in the City and by promoting the welfare and general betterment of the lives of City residents;

WHEREAS, the Parties agree that this real property exchange is permissible under the New Mexico State law pursuant to NMSA 1978, Sections 3-54-2(D), 13-6-2, and 13-6-2.1 and that the provisions of NMSA Section 6-6-11 shall not apply to the real property exchange in the Agreement;

WHEREAS, the Parties agree to exchange only these certain real properties under the terms and conditions set forth in the Agreement;

WHEREAS, the Parties agree the Agreement will not be binding or effective until approvals from the State Board of Finance, the Rio Rancho Public Schools’ Board of Education, and the City of Rio Rancho’s Governing Body related to the Agreement’s authorization of its execution have been obtained.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in the Agreement, the Parties agree as follows:

AGREEMENT

1. Definitions: The terms defined in Paragraph 1 and elsewhere in this Agreement shall have the meanings so defined whenever such terms are used in this Agreement, unless the context clearly indicates a different meaning:
 - a. “Agreement” – This instrument together with all exhibits hereto.
 - b. “Closing” – The consummation of the transaction contemplated by this Agreement, including the transfer of the Properties to the Parties and the termination of the Lease Agreement.

- c. "Quitclaim Deed" – The Quitclaim Deeds to be delivered by the Parties and Closing, in a form substantially similar to those attached hereto as Exhibits A-1 and A-2 and made a part hereof.
 - d. "Effective Date" – The date specified in the preamble above.
 - e. "Properties" – The real property contemplated in this Agreement, as further described and defined in Paragraph 3 hereinbelow.
2. Property Exchange: Subject to the terms and conditions set forth in this Agreement, the City agrees to deliver and transfer the City Property to RRPS in exchange for the delivery, transfer, and receipt of the RRPS Property, the termination of the Lease (as defined in Paragraph 8 hereinbelow), and the delivery of the Leased Property to the City. The Parties agree to accept from one another, any and all of the right, title and interest in the Properties described in Paragraph 3 hereinbelow pursuant to the terms of the Agreement, including all easements that benefit the RRPS Property and the City Property, if any, and all rights and appurtenances, if any, pertaining to the RRPS Property and the City Property.
3. Properties: The Parties agree that the following real properties shall be exchanged (hereinafter, known collectively as the "Properties"):

- a. RRPS Property: The 1.43-acre site located at 1930 Cabezon Blvd. NW, Rio Rancho, NM 87124, (also known as 1930 14th Ave SE, Rio Rancho, NM 87124), more particularly described as follows:

TRACT B, IN BLOCK NUMBERED FORTY-TWO (42), UNIT 10, RIO RANCHO ESTATES, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "TRACTS B AND C, SOUTHWEST ELEMENTARY SCHOOL, UNIT 10, RIO RANCHO ESTATES, BEING A REPLAT OF LOTS 1 THRU 6 AND 13 THRU 22, BLOCK 40; LOTS 1 THRU 15, BLOCK 41; LOTS 1 THRU 3, BLOCK 42 AND VACATED PORTIONS OF 13TH AND 14TH AVENUES, ALL WITHIN UNIT 10, RIO RANCHO ESTATES, CITY OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO ON JULY 29, 2004, IN BOOK NO. 407, PAGE 3.

- b. City Property: The 6.21-acre site located at 4531 Northern Blvd., Rio Rancho, NM 87124, more particularly described as follows:

LOT NUMBERED NINE-A (9-A) IN BLOCK NUMBERED FORTY-FOUR (44), UNIT 17, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF RIO RANCHO ESTATES FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO IN RIO RANCHO ESTATES PLAT BOOK NO. 14, PAGE 5, ON FEBRUARY 26, 2001 IN VOLUME 3, FOLIO 2052-B.

- c. Leased Property: The 12.96-acre site located at 4477 9th Ave. N.E., Rio Rancho, NM 87124, more particularly described as follows:

PARCEL "A" OF VISTA HILLS WEST UNIT 3, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "VISTA HILLS WEST UNIT 3, A REPLA T OF PORTIONS OF INDUSTRIAL PARK WEST AND PORTIONS OF UNIT SEVENTEEN, CITY OF RIO RANCHO, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY NEW MEXICO", FILED IN THE OFFICE OF COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO ON MARCH 3, 1988, IN RIO RANCHO ESTA TES PLAT BOOK NO. 5, PAGE 17.

4. Valuations: The Parties agree and acknowledge that the Properties are not of equal value. The Parties agree that:
 - a. the RRPS Property is valued at approximately \$250,000.00 for approximately 1.45 acres as determined by Bryan Godfrey, MAI of Godfrey Appraisal Services, Inc. on March 10, 2023; and
 - b. the City Property is valued at approximately \$500,000.00 for approximately 6.1574 acres as determined by Shane LeMon, MAI, CCIM of American Property – Consultants & Appraisers, Inc.; and
 - c. the value of the unexpired ninety-nine (99) year lease interest (as defined in Paragraph 9 below) in the Leased Property held by RRPS has not been determined; and
 - d. the value of the City Property is likely greater than the value of the RRPS Property and the termination of the lease interest in the Leased Property (which is acting as non-monetary consideration) for which it is being exchanged; and
 - e. the difference in valuation between the City Property and the RRPS Property is not greater than approximately \$250,000.00, with the value of the City Property being greater than the value of the RRPS Property for which it is being exchanged; and
 - f. RRPS shall not be responsible for the payment of any money to the City to settle any difference in the value between the RRPS Property and the City Property.
5. “AS-IS” Condition: The Parties will accept the City Property and the RRPS Property to be conveyed herein in their present physical condition on the date of Closing. Neither Party extends any warranties and/or representations concerning the City Property, the Leased Property and/or the RRPS Property. Both Parties acknowledge that the exchange and transfer of the City Property, the Leased Property and the RRPS Property will be

“AS IS AND WITH ALL FAULTS” and that RRPS will have no responsibility for any defects of any kind in the RRPS Property or Leased Property, whether existing prior to Closing or arising or discovered after Closing, and that the City will have no responsibility for defects of any kind in the City Property, whether existing prior to Closing or arising or discovered after Closing. The Parties agree and acknowledge that opportunities to inspect the RRPS Property, the Leased Property and the City Property have been provided, and will be provided with reasonable advanced notice from the Effective Date until thirty (30) days before the Closing Date. Any inspections or studies shall be conducted at the respective Parties sole expense. However, because this is an “AS IS AND WITH ALL FAULTS” exchange, neither Party has any obligation to perform such due diligence investigations as part of this Agreement.

6. Disclaimer: THE PARTIES ACKNOWLEDGE AND AGREE THAT, EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PARTIES HAVE NOT MADE AND HEREBY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, CONCERNING THE RRPS PROPERTY, THE LEASED PROPERTY AND THE CITY PROPERTY.

THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE RRPS PROPERTY, THE LEASED PROPERTY AND THE CITY PROPERTY, AND EXCEPT AS OTHERWISE EXPRESSLY SET FORTH HEREIN, THE PARTIES ARE RELYING SOLELY ON THE THEIR OWN INDEPENDENT INVESTIGATION OF THE PROPERTIES AND NOT ON ANY INFORMATION PROVIDED BY THE OTHER PARTY.

7. Review Materials: No later than ten (10) business days after the Effective Date of this Agreement, the Parties shall provide to the other party any reports, memorandums, surveys, environmental studies, or other relevant materials about the RRPS Property or the City Property, if such Parties obtains or conducts such due diligence at their sole expense.
8. Obligations Prior to Closing: The Parties agree they will not enter into any leases or other agreements that shall directly impact the Properties, except those necessary to fulfill obligations in this Agreement. Each Party shall take responsibility to ensure that all existing contracts impacting the Properties are terminated or transferred effectively at Closing. The Parties further agree to continue in force and effect until the Closing Date all policies of the Properties and insurance maintained by the Parties with respect to the Properties that are in existence on the Effective Date. The risk of loss with respect to the Properties shall remain with the Party that possesses such Property until the Closing.
9. Lease Termination: In consideration for the exchange of the RRPS Property and the City Property and concurrently with the exchange of Properties, the Parties agree that the Lease by and between the City of Rio Rancho, a municipal corporation and Rio Rancho Public Schools, a political subdivision of the State of New Mexico, as the

successor in interest to the Board of Education of the City of Albuquerque, New Mexico dated March 27, 1989 (the "Lease") will be terminated. The Parties shall be released from all obligations of the Lease at Closing and RRPS, as the current Lessee shall waive any and all rights held therein as Lessee. Such termination will be evidenced by the form Termination of Lease and Waiver attached hereto as Exhibit B which shall be signed by RRPS at Closing.

10. Maintenance and Securing of the Leased Property: RRPS shall continue to maintain and secure the Leased Property until the delivery of the Leased Property to the City at Closing. RRPS agrees to pay for all reasonable maintenance of the Leased Property and reasonable costs to secure the Leased Property by fencing the buildings on the Leased Property. RRPS agrees to physically secure and shutter all buildings on the Leased Property until such buildings are removed, and pay all such reasonable costs related thereto until Closing.
11. Removal of Improvements on the Leased Property: Within ninety (90) days of the execution of the Land Exchange Agreement (the "Removal Period"), RRPS shall use reasonable efforts to remove or caused to be removed all of the remaining buildings on the Leased Property since RRPS does not currently own any of the existing buildings. Each Party will be responsible for the acts and/or omissions of its own employees, officials and agents during the ninety (90) day Removal Period for actions taken by each Party's employees, officials and agents and nothing herein shall operate or be deemed to alter or expand either Party's liability or responsibilities beyond those permitted under the applicable provisions of the New Mexico Tort Claims Act (NMSA 1978 §§ 41-4-1 through 41-4-30 (as amended).), or to waive any limitations or required procedures thereunder. In the event any buildings remain on the Leased Property after the end of the Removal Period, the City may act to remove the remaining buildings or improvements and RRPS will be responsible for the reimbursement of any such reasonable and necessary costs incurred. Nothing in this Agreement shall require RRPS to incur or reimburse any such costs in violation of the Bateman Act, NMSA 1978, Section 6-6-11.
12. Turnover of Leased Property: Upon execution of the Termination of Lease and Waiver at Closing, RRPS will deliver possession of the Leased Property to the City. Maintenance and securing of the Leased Property shall be the sole responsibility of the City after the Closing date. Removal of any buildings or improvements on the Leased Property shall be governed by Paragraph 10 herein.
13. Conditions to Closing: The transaction contemplated by this Agreement is subject and conditioned upon the following:
 - a. The Parties not being in default under this Agreement; and
 - b. The delivery of the items set forth in Paragraph 13 on the Closing Date by each Party, or the waiver of any such conditions in accordance with the terms of this Agreement.

- c. The Parties have obtained the approval of the Agreement from the State Board of Finance, the Rio Rancho Public Schools Board of Education, and the City of Rio Rancho's Governing Body.

14. Closing: Closing shall occur within one hundred twenty (120) calendar days from the date of the full execution of this Agreement between RRPS and the City, or at a time mutually agreeable by the parties thereafter. The Closing shall take place at the following title company:

- a. Old Republic National Title Insurance Company
Karla Walker, Agent
2600 The American Road SE, Suite 101
Rio Rancho, NM 87124
(505) 994-6667
kwalker1@oldrepublictitle.com.

15. Deliveries at Closing:

- a. By the Parties: At or prior to Closing, the Parties shall deliver or cause to be delivered to the title company, each of the following items:
 - i. The fully executed Land Exchange Agreement.
- b. By the City: At or prior to Closing, the City shall deliver or cause to be delivered to RRPS, through escrow or directly to RRPS, each of the following items:
 - i. The executed Quitclaim Deed conveying title to the City Property to RRPS, subject to any exceptions and free of any liens; and
 - ii. Any reasonable and customary certificates or affidavits required by the Title Company in its normal course of business, in form and substance satisfactory to the Title Company.
- c. By RRPS: At or prior to Closing, the City shall deliver or cause to be delivered to RRPS, through escrow or directly to RRPS, each of the following items:
 - i. The executed Quitclaim Deed conveying title to the RRPS Property to the City, subject to any exceptions and free of any liens; and
 - ii. The executed Termination of Lease and Waiver of the Lease; and
 - iii. Any reasonable and customary certificates or affidavits required by the Title Company in its normal course of business, in form and substance satisfactory to the Title Company.

d. Costs: The Parties agree to share the costs of Closing equally and shall be responsible for their own attorney fees, recording costs, and other fees.

e. Actions at Closing:

i. The Title Company shall record the executed Quitclaim Deed from the City transferring the City Property to RRPS.

ii. The Title Company shall record the executed Quitclaim Deed from RRPS to the City transferring the RRPS Property to the City.

iii. The Title Company shall deliver the Termination of Lease and Waiver of Lease to the City.

iv. Possession and control of the Leased Property shall be delivered to the City effective as of 5:00 PM Mountain Time on the Closing Date.

v. Possession and control of the City Property and the RRPS Property will be delivered on the Closing Date after recordation of the two Quitclaim Deeds.

16. Default and Sole Remedy: If either of the Parties hereto is unable to convey title in accordance with the terms of the Agreement, the sole remedy of such injured party will be termination of the Agreement. The non-defaulting Party shall give notice to the defaulting Party of any alleged default and allow no less than fifteen (15) days to cure any default prior to termination of the Agreement. Notwithstanding the foregoing, any termination due to this Default provision shall not have any impact on other legal actions available to either Party at law or equity as such actions may relate to the Properties.

17. Termination. Either Party may terminate this Agreement by written notice delivered to the non-terminating Party not later than thirty (30) days before the Closing Date. If a Party has not terminated this Agreement by written notice delivered to the non-terminating Party thirty (30) days before the Closing Date, said Party will have no right to terminate this Agreement pursuant to this Section.

18. Miscellaneous Provisions.

a. No Assignment. Due to the nature of the terms of the Agreement, no assignments of interest shall be permitted and if such an assignment is necessary, this Agreement shall terminate.

b. Construction. The captions and paragraph headings used in this Exchange Agreement are inserted for convenience of reference only and are not intended to define, limit or affect the construction or interpretation of any term or provision hereof. This Agreement must not be construed as if it had been prepared by only one Party, but rather as if both Parties had prepared the same.

- c. Counterparts. This Agreement or any escrow instructions pursuant to this Agreement may be executed in multiple copies, each of which will be deemed an original, but all of which will constitute one Agreement after each Party has signed such a counterpart.
- d. Entire Agreement. This Agreement, together with all attached exhibits, constitutes the entire Agreement between the parties with respect to the conveyance of the Properties.
- e. Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.
- f. Governing Law/Venue. This Agreement will be governed, interpreted, construed and enforced in accordance with the laws of the State of New Mexico, and any such litigation relating to this Agreement shall be brought in the Thirteenth Judicial District Court in Sandoval County, New Mexico.
- g. Modification. No modification, waiver, amendment or discharge of this Agreement will be valid unless the same is in writing and signed by both parties and approved by the State Board of Finance.
- h. No Other Inducement. The making, execution and delivery of this Exchange Agreement by the parties hereto has been induced by no representations, statements, warranties or agreements other than those expressed herein.
- i. Notice. Notice to either party must be in writing, addressed to the party to be notified at the address specified in this Agreement, and either (a) personally delivered, (b) sent by an overnight courier service, (c) sent by first-class mail, registered or certified mail, postage prepaid, return receipt requested, or (d) sent by fax. Any such notice will be deemed received: (a) on the date of receipt if personally delivered; (b) on the date of receipt as evidenced by the receipt provided by an overnight-courier service, if sent by such courier; or (c) two (2) business days after deposit in the U.S. mail, if sent by mail.

i. School District Address for Notice: Rio Rancho Public Schools
c/o RRPS Superintendent
500 Laser Rd. NE,
Rio Rancho, NM 87124,

ii. City's Address for Notice: The City of Rio Rancho
c/o the City Manager's Office
3200 Civic Center Circle NE,
Rio Rancho, NM 87144

Either party may change its address for notice by delivering written notice to the other party as provided in this Agreement.

- j. Severability. If any term, provision, covenant or condition of this Exchange Agreement is held to be invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the remainder of this Exchange Agreement will not be affected thereby, and each term, provision, covenant or condition of this Exchange Agreement will be valid and enforceable to the fullest extent permitted by law.
- k. Successors. All terms of this Agreement will be binding on, inure to the benefit of, and be enforceable by the Parties to this Agreement and their respective heirs, legal representatives, successors, and assigns.
- l. Time. Time is of the essence of each provision of this Agreement, including without limitation all time deadlines for satisfying conditions and Closing.

[signatures on the following page]

Accepted and Agreed:

**Rio Rancho Public Schools,
a political subdivision of the State of New Mexico**

By: _____
Its: V. Sue Cleveland, Ed.D,
Superintendent

Date: _____

By: _____
Its: _____

Date: _____

Accepted and Agreed:

**City of Rio Rancho,
a municipal corporation**

By: _____
Matthew B. Geisel, City Manager

Date: _____

By: _____
Its: _____

Date: _____

Accepted and Agreed:

The New Mexico State Board of Finance

By: _____
Name: _____
Its: _____

Date: _____

EXHIBIT A-1
QUITCLAIM DEED

CITY OF RIO RANCHO, A NEW MEXICO MUNICIPAL CORPORATION, for consideration paid, quitclaims to **BOARD OF EDUCATION, RIO RANCHO PUBLIC SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO**, whose address is 500 Laser Rd. NE, Rio Rancho, NM 87124, the following described real estate in Sandoval County, New Mexico:

LOT NUMBERED NINE-A (9-A) IN BLOCK NUMBERED FORTY-FOUR (44), UNIT 17, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF RIO RANCHO ESTATES FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO IN RIO RANCHO ESTATES PLAT BOOK NO. 14, PAGE 5, ON FEBRUARY 26, 2001 IN VOLUME 3, FOLIO 2052-B.

SUBJECT TO: Taxes for the year 2023, if any, and subsequent years, if any, patent reservations, restrictive covenants, easements, rights of way of record, applicable zoning regulations and requirements, mineral reservations and all other matters of record.

WITNESS our hand this _____ day of _____, 2023.

THE CITY OF RIO RANCHO,
a New Mexico municipal corporation

By: _____
Matthew B. Geisel
City Manager

STATE OF NEW MEXICO)
)
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on _____, 2023, by Matthew B. Geisel as City Manager of the City of Rio Rancho, a New Mexico municipal corporation, on behalf of said municipal corporation.

NOTARY PUBLIC

EXHIBIT A-2

QUITCLAIM DEED

BOARD OF EDUCATION, RIO RANCHO PUBLIC SCHOOL DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF NEW MEXICO, for consideration paid, quitclaims to the **CITY OF RIO RANCHO, A MUNICIPAL CORPORATION**, whose address is 3200 Civic Center Circle NE, Rio Rancho, NM 87144, the following described real estate in Sandoval County, New Mexico:

TRACT B, IN BLOCK NUMBERED FORTY-TWO (42), UNIT 10, RIO RANCHO ESTATES, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "TRACTS B AND C, SOUTHWEST ELEMENTARY SCHOOL, UNIT 10, RIO RANCHO ESTATES, BEING A REPLA T OF LOTS 1 THRU 6 AND 13 THRU 22, BLOCK 40; LOTS 1 THRU 15, BLOCK41; LOTS 1 THRU 3, BLOCK42; AND VACATED PORTIONS OF 13TH AND 14TH A VENUES, ALL WITHIN UNIT 10, RIO RANCHO ESTATES, CITY OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO ON JULY 29, 2004, IN BOOK NO. 407, PAGE 3.

SUBJECT TO: Taxes for the year 2023, if any, and subsequent years, patent reservations, restrictive covenants, easements, rights of way of record, applicable zoning regulations and requirements, mineral reservations and all other matters of record.

WITNESS our hand this _____ day of _____, 2023.

BOARD OF EDUCATION, RIO RANCHO PUBLIC SCHOOL DISTRICT, a political subdivision of the State of New Mexico

By: _____
Dr. V. Sue Cleveland, Ed.D.
Superintendent

STATE OF NEW MEXICO)
)
COUNTY OF SANDOVAL)

This instrument was acknowledged before me on _____, 2023, by Dr. V. Sue Cleveland, Ed.D as Superintendent of Rio Rancho Public Schools, a political subdivision of the State of New Mexico, on behalf of said political subdivision.

NOTARY PUBLIC

EXHIBIT B

TERMINATION OF LEASE

This **TERMINATION OF LEASE** ("Termination") is made as of _____, 2023, between the City of Rio Rancho, a municipal corporation ("Lessor") and Rio Rancho Public School District Board of Education, a political subdivision of the State of New Mexico, as the successor in interest to the Board of Education of the Albuquerque School District, New Mexico dated March 27, 1989 ("Lessee"), under the following circumstances:

- A. Pursuant to that certain Lease Agreement dated March 7, 1989 by and between the Lessor and the Lessee (the "Lease"), Lessor leased to Lessee the following real estate legally described as:

LOT NUMBERED NINE-A (9-A) IN BLOCK NUMBERED FORTY-FOUR (44), UNIT 17, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF RIO RANCHO ESTATES FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO IN RIO RANCHO ESTATES PLAT BOOK NO. 14, PAGE 5, ON FEBRUARY 26, 2001 IN VOLUME 3, FOLIO 2052-B (the "Premises").

- B. The Premises was leased for an original term of ninety-ninety (99) years for use as a public school for educational purposes and educational related activities and for such other lawful purposes as the Lessor shall consent to in writing.
- C. The Parties mutually entered into that certain Land Exchange Agreement of which the Termination is incorporated by reference, and as consideration for the Land Exchange Agreement, the Parties have agreed to this Termination upon the terms outlined herein.
- D. The Parties now mutually desire to enter the Termination to cancel the Lease.

NOW, THEREFORE, for valuable consideration paid, the receipt of which is acknowledged, in consideration of the surrender of all rights and obligations under the Lease by both Parties, the Parties agree as follows:

1. Termination of Lease: Lessor and Lessee agree that the Lease is now hereby cancelled and terminated, and Lessor and Lessee are each released from all further obligations under the Lease, effective as of the date first written above.
2. Return of Premises: The Lessee shall return to the Lessor the Premises upon execution of the Termination.
3. Removal of Buildings: Within ninety (90) days of the execution of the Land Exchange Agreement and the Termination, Lessee shall use reasonable efforts to remove or caused to be removed all of the remaining buildings on the Leased Property since RRPS does not currently own any of the existing buildings. Each Party will be responsible for the acts and/or omissions of its own employees, officials and agents during the ninety (90) day

LEASE AGREEMENT

THIS LEASE is made by and between the City of Rio Rancho, New Mexico ("Lessor") and the Board of Education of the City of Albuquerque, New Mexico ("Lessee"),

WHEREAS, LESSOR, in its operation of the City of Rio Rancho, owns a certain tract of land within the Corporate Limits of the City of Rio Rancho, New Mexico, containing 12.996 acres, more or less, comprising Parcel A, Unit 3, Vista Hills West Subdivision, Rio Rancho, New Mexico; and

WHEREAS, LESSEE proposes to construct an elementary school and improvements associated therewith at said tract, all of which is to be constructed by the LESSEE at LESSEE's expense, hereinafter referred to as the "School."

NOW, THEREFORE, in consideration of the foregoing, the rent herein reserved, the covenants herein contained, and for good and valuable consideration, LESSOR does hereby lease, demise, and let unto Lessee the property herein described for the term and in accordance with the conditions herein set forth. The parties agree as follows:

1. Description:
Parcel A, Unit 3, Vista Hills West Subdivision, Rio Rancho, New Mexico, containing 12.996 acres, more or less ("School Site").
2. Term:
The lease term shall be for ninety-nine (99) years, commencing on the date that the State Board of Finance approves this Lease ("Effective Date"). LESSEE may terminate this Lease at any time.
3. Rent:
LESSEE agrees to pay LESSOR and LESSOR agrees to accept as rent for the School Site the sum of one dollar (\$1.00) per year payable annually or in lump sum.
4. Quiet Enjoyment:
Upon the performance of all terms, conditions, and covenants of this Lease which LESSEE is required to perform, LESSEE shall at all times during the term of this Lease, peaceably and quietly enjoy the use of the School Site without disturbance from the LESSOR.
5. Construction and Ownership of Improvements:
LESSEE shall pay for all costs of the construction of improvements on the School Site.

All improvements on the School Site shall be owned by LESSEE during the term of the Lease; upon expiration of the term, or termination of the Lease, LESSEE shall be entitled to remove all improvements placed by LESSEE on the leased School Site, provided such removal is accomplished within ninety (90) days after expiration or termination. Any such property not so removed and all other improvements shall become the property of the LESSOR.
6. Utilities:
LESSEE will pay for the extension of necessary utilities to the School Site and will pay promptly all utility charges which may be incurred in connection with LESSEE's use of the School Site, and will save LESSOR harmless therefrom.

7. Maintenance:
LESSEE shall, at LESSEE's sole expense, provide for the maintenance, operation and custodial care of the School Site and School.

8. Assignment and Subletting:
LESSEE may not assign, sublet, mortgage, subordinate, alienate or hypothecate the School Site, or any part thereof, without the express written consent of LESSOR.

9. Title:
LESSOR certifies that LESSOR owns good and sufficient title to the School Site and may lease the School Site to LESSEE for school construction purposes.

10. Inspection
LESSEE will permit LESSOR to come upon the School Site and enter the Facilities at all reasonable times in order to inspect the condition, use, safety, or security of the School and School Site.

11. Laws:
LESSEE will comply with all applicable federal, state, and local laws and regulations and will ensure that those persons using the School and School Site so comply. LESSEE shall indemnify LESSOR and hold it harmless from and against any and all claims, damages, loss and liability suffered by LESSOR by reason of LESSEE's failure to comply with the foregoing terms of this paragraph.

12. Nondiscrimination
LESSEE, with respect to employment of staff and to those persons using the School and School Site and/or receiving services from LESSEE, shall not discriminate unlawfully with respect to race, sex, national origin, age, religion, or as to any other class protected against discrimination by applicable state or federal laws.

13. Indemnity:
LESSEE shall indemnify and hold harmless LESSOR from all loss, cost, damage, liability and expense, including but not limited to attorney's fees and cost of litigation incurred by LESSOR by reason of any claim against LESSOR arising out of the operation of the School and School Site by LESSEE.

14. Notice:
All notices relating to this Lease shall be in writing and shall be delivered to the following addresses and if mailed, sent certified or registered mail:

LESSOR: Mayor, City of Rio Rancho
3900 Southern Boulevard
Rio Rancho, New Mexico 87124

LESSEE: Board of Education of the City of Albuquerque
c/o Property Manager
P.O. Box 25704
Albuquerque, New Mexico 87125

or to such other addresses as either party may give to the other party by notice as set forth above.

15. Waiver:

No failure on the part of LESSOR to exercise and no delay in exercising any right, power or privilege hereunder shall preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights or limitations herein provided are cumulative and not exclusive of any rights and remedies otherwise provided by law or equity.

16. Expiration:

Upon termination of this Lease by reason of the expiration of the term, LESSEE will peaceably surrender to LESSOR possession of the Premises and all improvements thereon within ninety (90) days of termination.

17. Insurance;

LESSEE shall carry and maintain in full force and effect during the term of this Lease and any extension thereof at LESSEE's sole cost and expense and as additional rent hereunder, public liability insurance covering bodily injury, disease, illness or death and property damage liability, in a form acceptable to LESSOR, with limits of coverage not less than \$300,000 for each person and \$500,000 in the aggregate for bodily injury, disease, illness or death with respect to any one occurrence, and \$100,000 for each accident for property damage liability, for the benefit of both LESSOR and LESSEE as protection against all liability claims arising from the School and School Site, causing LESSOR to be an additional-named insured, and delivering evidence of same to LESSOR upon the commencement of the term of this Lease. LESSEE shall carry and maintain in full force and effect during the term of this Lease and any renewal thereof, at LESSEE's sole cost and expense, fire and extended coverage insurance upon all buildings, alterations, additions and improvements in an amount equal to the replacement value of such buildings, alterations, additions and improvements. In the event that such buildings, additions, or improvements should be destroyed or substantially damaged in whole or in part, and such loss is covered by fire and extended coverage insurance, LESSEE shall have the option to either use the proceeds to replace or repair such buildings, additions or improvements or to use the proceeds in any other manner determined by LESSEE provided, however, that if LESSEE determines not to replace and repair such buildings, additions or improvements, it must first use the proceeds to clear the leased Premises of all such buildings, additions and improvements including foundations, and thereafter, the Lease will be deemed to be terminated.

18. Default of LESSEE and Remedies of LESSOR:

If any of the following events ("Events of Default") shall occur:

- A. LESSEE's abandonment of the Premises or Facilities for a period of one year;
- B. LESSEE's breach or default under any other material term, covenant or condition of this Lease;
- C. LESSEE's failure to pay when due any insurance premium required to be paid hereunder;

then LESSOR may give LESSEE written notice by certified or registered mail specifying such event of default. Unless the event of default is remedied or obviated by LESSEE within thirty (30) days after its receipt of such notice, or unless within such thirty (30) day period LESSEE shall have commenced and shall continue to take action for the purpose of remedying or obviating such event of default and shall thereafter in good faith prosecute such action to completion, LESSOR may declare the forfeiture of the interest of LESSEE in this Lease by giving LESSEE thirty (30) days written notice thereof by certified or registered mail, and this Lease shall terminate on the date specified in the Notice ("Termination Date").

19. Uses to be Made of Premises:

The Premises shall be used as a public school for educational purposes and educational related activities and for such other lawful purposes as the LESSOR shall consent to in writing. Should LESSEE use the School and School Site for any other purpose, the Lease shall terminate automatically.

20. Approval of State Board of Finance

This Lease shall not be effective until approved by the State Board of Finance.

21. Succession:

This Agreement shall extend to and be binding upon the heirs, successors and assigns of the parties.

22. Condemnation:

In the event that all or any portion of the Premises or Facilities is condemned by a governmental body or agency, LESSEE shall be entitled to a percentage of compensation equal to the compensation in accordance with the value placed on the improvements by the trier of fact, prorated over the terms of the Lease.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals.

LESSOR:
CITY OF RIO RANCHO, NEW MEXICO

Date 3/27/89

By [Signature]
Mayor

LESSEE:
BOARD OF EDUCATION OF THE CITY OF ALBUQUERQUE NEW MEXICO

Date 2/3/89

By Charles W. White
Deputy Superintendent for General Services

Approved:

Date _____
Date March 7, 1989

[Signature]
New Mexico State Board of Finance
Approved As To Form
[Signature]

STATE OF NEW MEXICO)
)ss
COUNTY OF BERNALILLO)

The foregoing instrument was acknowledged before me on the 3rd day of February, 1989 by Charles White, Deputy Superintendent for General Services for the Albuquerque Public School District, on behalf of the said school district.

Charles O. Atwood
Notary Public

My Commission Expires:
7/30/91

STATE OF NEW MEXICO)
)ss
COUNTY OF SANDOVAL ~~BERNALILLO~~)

The foregoing instrument was acknowledged before me on the 27th day of March, 1989 by Grover K. Nash, Mayor of the City of Rio Rancho, on behalf of the said city.

Karen Keegan
Notary Public

OFFICIAL SEAL



Karen Keegan
NOTARY PUBLIC • STATE of NEW MEXICO
Commission Expires:
My Commission Expires 7-28-91

sl



Matthew B. Geisel
City Manager

July 31, 2023

VIA ELECTRONIC DELIVERY (loren.hatch@rrps.net)

Dr. V. Sue Cleveland, Ed.D
Superintendent
Rio Rancho Public Schools
c/o Loren Hatch, General Counsel
500 Laser Road NE
Rio Rancho, NM 87124

RE: Land Exchange by and between the City of Rio Rancho, a municipal corporation and Rio Rancho Public Schools, a political subdivision of the State of New Mexico

Dear Dr. Cleveland:

The City Administration of the City of Rio Rancho, a municipal corporation, whose address is 3200 Civil Center Circle NE, Rio Rancho, NM 87144 (the "City"), present this Letter of Intent to the Rio Rancho Public Schools, a political subdivision of the State of New Mexico, whose address is 500 Laser Road NE, Rio Rancho, NM 87124 ("RRPS") (individually, a "Party" and collectively, the "Parties"), to express its interest in entering into negotiations, which if successful, will lead to a Land Exchange Agreement for the properties as further discussed in Paragraph 3, *infra*.

Pursuant to NMSA 1978, Sections 3-54-2(D), 13-6-2(B)(2), and 13-6-2.1(A) as public entities, the City and RRPS may exchange or donate real property to one another if such exchange is in the best interests of the public and is approved by the local government division of the department of finance and administration and the State Board of Finance. In this context, both the City and RRPS believe that an exchange of real property is beneficial for all of the citizens of Rio Rancho. The proposed exchange will permit RRPS to continue its expansion by providing a large tract of real property for RRPS' Independence High School, Cyber Academy or other projects. Said exchange will also give the City the ability to continue developing community infrastructure and improvements.

The City's proposed terms and conditions of the Land Exchange Agreement are as follows:

1. Authority: The Parties agree that this exchange shall be made pursuant to NMSA 1978, Sections 3-54-2(D), 13-6-2, and 13-6-2.1 and that the provisions of NMSA Section 6-6-11 shall not apply to this exchange.
2. Strategic Investment: The Parties agree that this exchange is permissible under New Mexico State Law as a government to government exchange that will benefit the Parties

by strengthening RRPS' future development and success in the City and by promoting the welfare and general betterment of the lives of City residents.

3. Properties: The Parties agree that the following real properties shall be exchanged (hereinafter, known collectively as the "Properties"):

- a. RRPS Property: The 1.43-acre site located at 1930 Cabezon Blvd. NW, Rio Rancho, NM 87124, more particularly described as follows:

TRACT B, IN BLOCK NUMBERED FORTY-TWO (42), UNIT 10, RIO RANCHO ESTATES, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "TRACTS B AND C, SOUTHWEST ELEMENTARY SCHOOL, UNIT 10, RIO RANCHO ESTATES, BEING A REPLA T OF LOTS 1 THRU 6 AND 13 THRU 22, BLOCK 40; LOTS 1 THRU 15, BLOCK41; LOTS 1 THRU 3, BLOCK42; AND VACATED PORTIONS OF 13TH AND 14TH A VENUES, ALL WITHIN UNIT 10, RIO RANCHO ESTATES, CITY OF RIO RANCHO, SANDOVAL COUNTY, NEW MEXICO", FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO ON JULY 29, 2004, IN BOOK NO. 407, PAGE 3 (the "RRPS Property").

- b. City Property: The 6.21-acre site located at 4531 Northern Blvd., Rio Rancho, NM 87124, more particularly described as follows:

LOT NUMBERED NINE-A (9-A) IN BLOCK NUMBERED FORTY-FOUR (44), UNIT 17, AS THE SAME IS SHOWN AND DESIGNATED ON THE MAP OF RIO RANCHO ESTATES FILED IN THE OFFICE OF THE COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO IN RIO RANCHO ESTATES PLAT BOOK NO. 14, PAGE 5, ON FEBRUARY 26, 2001 IN VOLUME 3, FOLIO 2052-B (the "City Property").

- c. Leased Property: The 12.96-acre site located at 4477 9th Ave. N.E., Rio Rancho, NM 87124, more particularly described as follows:

PARCEL "A" OF VISTA HILLS WEST UNIT 3, AS THE SAME IS SHOWN AND DESIGNATED ON THE PLAT ENTITLED "VISTA HILLS WEST UNIT 3, A REPLA T OF PORTIONS OF _INDUSTRIAL PARK WEST AND PORTIONS OF UNIT SEVENTEEN, CITY OF RIO RANCHO, TOWN OF ALAMEDA GRANT, SANDOVAL COUNTY NEW MEXICO", FILED IN THE OFFICE OF COUNTY CLERK OF SANDOVAL COUNTY, NEW MEXICO ON MARCH 3, 1988, IN RIO RANCHO ESTA TES PLAT BOOK NO. 5, PAGE 17 (The "Leased Property").

4. Property Exchange: The City and RRPS agree to the exchange of real property interests as set forth in the following paragraphs and agree to be bound thereby in a formalized Land Exchange Agreement to be further negotiated between the Parties. The City agrees to deliver the City Property to RRPS in exchange for the receipt of the RRPS Property, the termination of the Lease (as defined in Paragraph 5 hereinbelow), and the delivery of the Leased Property to the City.
5. Valuations: The City and RRPS agree and acknowledge that the Properties are not of equal value, and that the value of the City Property is greater than the value of the RRPS Property for which it is being exchanged. The difference in valuation of the Properties to be exchanged is approximately \$250,000. RRPS shall not be responsible for the payment of any money to the City to settle any difference in the value between the RRPS Property and the City Property.
6. Lease Termination: In consideration for the exchange of the RRPS Property and the City Property, the Parties agree that the Lease by and between the City of Rio Rancho, a municipal corporation and Rio Rancho Public Schools, a political subdivision of the State of New Mexico, as the successor in interest to the Board of Education of the City of Albuquerque, New Mexico dated March 27, 1989 (the "Lease") will be terminated. The Parties shall be released from all obligations of the Lease at Closing and RRPS, as the current Lessee, shall waive any and all rights held therein as Lessee. Such termination will be evidenced by the form Termination of Lease and Waiver attached to the Land Exchange Agreement to be executed at Closing by RRPS.
7. Maintenance and Securing of the Leased Property: RRPS shall continue to maintain and secure the Leased Property until the delivery of the Leased Property to the City at Closing. RRPS agrees to pay for all maintenance of the Leased Property and costs to secure the Leased Property by fencing the buildings on the Leased Property. RRPS agrees to physically secure and shutter all buildings on the Leased Property until such buildings are removed, and pay all such costs related thereto until Closing.
8. Removal of Improvements on the Leased Property: Within ninety (90) days of the execution of the Land Exchange Agreement, RRPS shall use reasonable efforts to remove or caused to be removed all of the remaining buildings on the Leased Property since RRPS does not currently own any of the existing buildings.
9. Turnover of Leased Property: Upon execution of the Termination of Lease and Waiver at Closing, RRPS will deliver possession of the Leased Property to the City. Maintenance and securing of the Leased Property shall be the sole responsibility of the City after the Closing date.
10. "AS-IS" Condition: The Parties will accept the City Property and the RRPS Property to be conveyed herein in their present physical condition on the date of Closing. Neither Party extends any warranties and/or representations concerning the City Property and the RRPS Property. Both Parties acknowledge that the exchange and transfer of the City Property and the RRPS Property will be "as is" and that RRPS will

have no responsibility for any defects of any kind, whether existing prior to Closing or arising or discovered after Closing, in the RRPS Property and that the City will have no responsibility for defects of any kind, whether existing prior to Closing or arising or discovered after Closing, in the City Property. The Parties agree and acknowledge that the opportunity to inspect the RRPS Property and the City Property have been provided.

11. Obligations Prior to Closing: The Parties agree they will not enter into any leases or other agreements that shall directly impact the Properties. Each Party shall take responsibility to ensure that all existing contracts impacting the Properties are terminated or transferred effectively at Closing. The Parties further agree to continue in force and effect until the Closing Date all policies of the Properties and insurance maintained by the Parties with respect to the Properties that are in existence on the Effective Date. The risk of loss with respect to the Properties shall remain with the Party that possesses such Property until the Closing.
12. Agreement Subject to Approval: The Land Exchange Agreement is subject to the approval of the Governing Body of Rio Rancho, the New Mexico State Board of Finance, and the Rio Rancho Public Schools Board of Education. The Parties agree to take all the steps necessary to seek out approval of the Land Exchange Agreement from the relevant administrative bodies so that Closing may occur. Once all approvals have been received, the Parties agree that the Land Exchange Agreement may be executed.
13. Closing: Closing shall occur within one hundred twenty (120) calendar days from the date of the execution of a mutually acceptable Land Exchange Agreement between RRPS and the City. The Closing shall take place at the following title company:
 - a. Old Republic National Title Insurance Company
Karla Walker, Agent
2600 The American Road SE, Suite 101
Rio Rancho, NM 87124
(505) 994-6667
kwalker1@oldrepublictitle.com
14. Deliveries at Closing:
 - a. By the City: At or prior to Closing, the City shall deliver or cause to be delivered to RRPS, through escrow or directly to RRPS, each of the following items:
 - i. The executed Quitclaim Deed conveying title to the City Property to RRPS, subject to any exceptions and free of any liens;
 - ii. Any reasonable and customary certificates or affidavits required by the Title Company in its normal course, in form and substance satisfactory to the Title Company;

- b. By RRPS: At or prior to Closing, the City shall deliver or cause to be delivered to RRPS, through escrow or directly to RRPS, each of the following items:
 - i. The executed Quitclaim Deed conveying title to the RRPS Property to the City, subject to any exceptions and free of any liens;
 - ii. The executed Termination of Lease and Waiver of the Lease;
 - iii. Any reasonable and customary certificates or affidavits required by the Title Company in its normal course, in form and substance satisfactory to the Title Company;
 - c. Costs: The Parties agree to share the costs of Closing equally and shall be responsible for their own attorney fees, recording costs, and other fees.
 - d. Actions at Closing:
 - i. The Title Company shall record the Quitclaim Deed from the City transferring the City Property to RRPS.
 - ii. The Title Company shall record the Quitclaim Deed from RRPS to the City transferring the RRPS Property to the City.
 - iii. The Title Company shall deliver the Termination of Lease and Waiver of Lease to the City.
 - iv. Possession and Control of the Leased Property shall be delivered to the City effective as of 5:00 PM Mountain Time on the Closing Date.
15. Default and Sole Remedy: If either of the Parties hereto is unable to convey title in accordance with the terms of the Land Exchange Agreement, the sole remedy of such injured party will be termination of the Land Exchange Agreement. Notwithstanding the foregoing, any termination due to this Default provision shall not have any impact on other legal actions available to either Party at law or equity.

It is the City's understanding that you will present this Letter of Intent to the appropriate parties for approval. If the proposed terms contained herein are acceptable, please so indicate by signing below and returning the fully executed Letter to us. We will then prepare a Land Exchange Agreement for review and approval by the proper parties. This Letter of Intent shall be withdrawn if not accepted by 5:00 PM on August 15, 2023. We are prepared to immediately begin preparation of a Land Exchange Agreement with the goal of exchanging the Properties in the shortest time possible. Please advise the City if you have any questions or comments regarding this letter. The City looks forward to your response.

Sincerely,

By: 
Matt Geisel
City Manager
City of Rio Rancho

Accepted and Agreed by Rio Rancho Public Schools, a political subdivision of the State of New Mexico

By: 
Its: V. Sue Cleveland, Ed.D,
Superintendent

Date: August 1, 2023

By: _____
Its: _____

Date: _____

Accepted and Agreed by City of Rio Rancho, a municipal corporation

By: 
Its: Matthew B. Geisel, City Manager

Date: 28-July-2023

By: 
Its: Josh Rubin, City Attorney

Date: 7/28/23