



AGENDA

Village of Los Ranchos de Albuquerque
Board of Trustees Regular Meeting
6718 Rio Grande NW

Streamed on the Village Website, Zoom and Facebook
October 14, 2020; 7:00 p.m.

MAYOR

Donald T. Lopez

ADMINISTRATOR

Ann Simon

CLERK

Danielle Sedillo-Molina

TRUSTEES

Pablo Rael, Mayor Pro Tem, Trustee

Allen Lewis, Trustee

Sandra Pacheco, Trustee

Tom Riccobene, Trustee

TREASURER

Will Fisher

To remain in Compliance with the State of New Mexico's Amended Public Health Order Effective September 18, 2020, regarding mass gatherings and business operations due to the COVID-19 pandemic, the Village of Los Ranchos de Albuquerque will be streaming the live meeting on its Website, Facebook Page, and through Zoom video conferencing.

****Please check the website www.losranchosnm.gov; for links and instructions on how to participate****

If you plan on participating remotely, please provide your name, address, and email to dmolina@losranchosnm.gov. In the event the meeting is disrupted, we will contact you directly as to how to reconnect to the meeting.

Public comment can be submitted in written form via email to:

dmolina@losranchosnm.gov by 12:00 noon on Wednesday, October 14, 2020.

1. CALL TO ORDER

2. **ROLL CALL**

3. **APPROVAL OF AGENDA**

4. **PUBLIC COMMENT PERIOD**

Submitted written comments will be read by the Clerk. Participants who wish to give verbal comments on topics not on the agenda will be given a three-minute time limit, (it is advisable to sign up prior to the meeting, please email dmolina@losranchosnm.gov with your name, address, and phone number).

5. **PRESENTATIONS**

A. CNM PRESIDENT, TRACY HARTZLER

6. **CONSENT AGENDA**

THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS. IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND WILL BE CONSIDERED SEPARATELY.

A. MINUTES-SEPTEMBER 9, 2020; REGULAR MEETING

7. **DEPARTMENTAL REPORTS**

- A. MAYOR'S REPORT
- B. ADMINISTRATOR'S REPORT
- C. AGRI-NATURE CENTER MANAGER'S REPORT
- D. PLANNING & ZONING DIRECTOR'S REPORT
- E. PROJECT MANAGER'S REPORT
- F. PUBLIC SAFETY LIAISON'S REPORT

8. **FINANCIAL BUSINESS**

A. DISCUSSION AND APPROVAL OF CASH REPORT-SEPTEMBER 2020

B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2020-10-01;
BUDGET ADJUSTMENT REQUEST (BAR)

9. PUBLIC HEARINGS

A. SDP 20-04 A REQUEST BY DOUG & VALERIE VELHAGEN FOR FINAL SITE DEVELOPMENT PLAN APPROVAL OF A RESIDENTIAL SITE DEVELOPMENT PLAN FOR A DEVELOPMENT IN THE C-1 ZONE IN THE FOURTH STREET CHARACTER AREA. THE PROPERTY IS LOCATED AT 320 ROEHL RD NW AND IS LEGALLY KNOWN AS LOT 1 VELHAGEN VALLEY ESTATES BEING A REPLAT OF TRACTS 165B1B1 & 165B2A2A MRGCD MAP NO. 27, SITUATE WITHIN PROJECTED SECTION 21, T. 11 N., R. 3 E., N.M.P.M. ELENA GALLEGOS GRANT, BERNALILLO COUNTY, NEW MEXICO, AS FILED IN THE OFFICE OF THE BERNALILLO COUNTY CLERK ON JULY 13, 2020. THE PROPERTY CONTAINS 0.5175 ACRES MORE OR LESS.

10. OLD BUSINESS

A. APPROVAL OF THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AND PALINDROME COMMUNITIES, LLC.

11. ANNOUNCEMENTS

A. NONE

12. NEW BUSINESS

A. DISCUSSION ONLY;SHORT-TERM RENTALS IN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE.

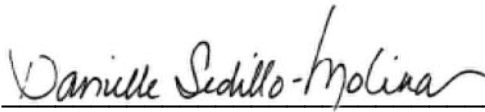
13. TRUSTEE INFORMAL DISCUSSION

ROUNDTABLE DISCUSSION IS INFORMAL; THE BOARD OF TRUSTEES WILL TAKE NO OFFICIAL VOTE OR OTHER OFFICIAL ACTION.

14. ADJOURNMENT

I certify that notice of the Public Meeting has been given in compliance with the Open Meetings Act, NMSA 1978 Section 10-15-1 through 10-15-4 and the Open Meetings Resolution 2020-1-1.

I certify that this agenda was posted on: 9 October 2020.



Danielle Sedillo-Molina, Village Clerk

If you are an individual with a disability who is in need of a reader, amplifier, remote microphone, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at (505) 344-6582 at least five (5) days prior to the meeting or as soon as possible. Public documents, including the agenda and minutes, can be provided in various accessible formats. Please contact the Village Clerk at (505) 344-6582 if a special format is needed.

THE NEXT BOARD OF TRUSTEES MEETING; WEDNESDAY, NOVEMBER 18, 2020

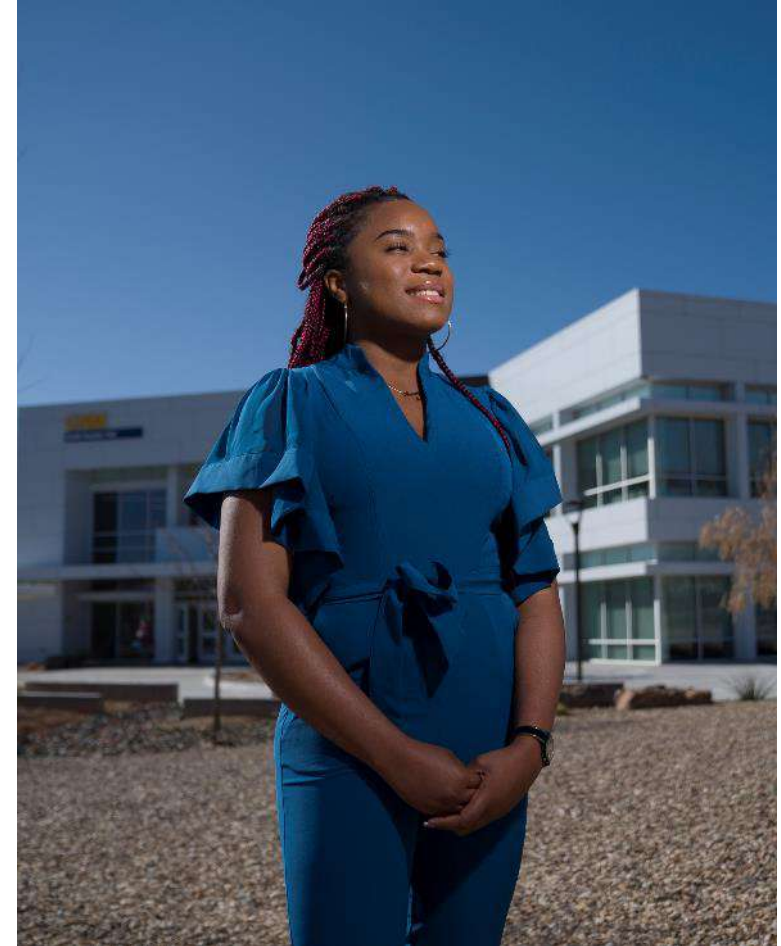
A COPY OF THE AGENDA MAY BE OBTAINED AT VILLAGE HALL BY APPOINTMENT; 6718 RIO GRANDE BLVD NW, DURING REGULAR BUSINESS HOURS OF 9:00 A.M. TO 5:00 P.M. OR ON THE VILLAGE WEBSITE: www.losranchosnm.gov

5. PRESENTATIONS

A. CNM PRESIDENT, TRACY HARTZLER

VOTE ON HIGHER ED BOND C – NOV. 3 2020

- NO TAX RATE INCREASE
- Invests in higher education throughout New Mexico
- Creates 1,500 new jobs in 23 cities across New Mexico
- Helps colleges with maintenance, renovations and technology upgrades



WHAT DOES BOND C DO FOR CNM?

- Provides \$13M in critical state support to match local voter support given in 2019
- Gives CNM an opportunity to reimagine student service facilities on all campuses to reflect the modern world
- Allows CNM to demolish the Student Services Center (SSC) on Main campus, which is outdated & in poor condition.



HOW YOU CAN HELP

- Vote on Higher Ed GO Bond C
 - Mail-In/Absentee voting begins Oct 6
 - Early voting is Oct 17-31
 - Election day is Nov 3
- Visit & share [CNM's GO Bond C Website](#) for more info about how CNM will benefit
- Visit & share the [Higher Ed Bond C Website](#) for information about how Bond C benefits education throughout New Mexico.



6. CONSENT AGENDA

THERE WILL BE NO SEPARATE DISCUSSION OF THESE ITEMS.
IF DISCUSSION IS DESIRED, THAT ITEM WILL BE REMOVED
FROM THE CONSENT AGENDA AND WILL BE CONSIDERED
SEPARATELY.

A. MINUTES-SEPTEMBER 9, 2020-REGULAR MEETING

1 **MINUTES**
2 VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
3 6718 RIO GRANDE BOULEVARD NW
4 **BOARD OF TRUSTEES REGULAR MEETING**
5 **Video Conference**
6 **Wednesday, September 9, 2020**
7 **7:00 P.M.**
8
9

10 **Present:**

11 Donald T. Lopez, Mayor
12 Pablo Rael, Mayor Pro Tem/Trustee
13 Sandra Pacheco, Trustee
14 Allen Lewis, Trustee
15 Tom Riccobene, Trustee
16
17 Ann Simon, Administrator
Danielle Sedillo-Molina, Clerk
Nann Winter, Attorney

Will Fisher, Treasurer-Excused

18
19 **1. CALL TO ORDER**

20
21 Mayor Lopez called the regular meeting to order at 7:01 p.m.
22

23 **2. ROLL CALL**

24
25 Mayor Pro Tem/Trustee Pablo Rael-Present
26 Trustee Allen Lewis-Present
27 Trustee Sandra Pacheco-Present
28 Trustee Tom Riccobene-Present
29

30 **3. APPROVAL OF AGENDA**

31
32 Mayor Lopez asked for a motion to approve the September Agenda.
33

34 **MOVED:** Trustee Rael moved to approve the September Agenda.

35 **SECONDED:** Trustee Lewis

36
37 **Roll Call Vote;**
38 **Trustee Rael-Yes**
39 **Trustee Lewis-Yes**
40 **Trustee Pacheco-Yes**
41 **Trustee Riccobene-Yes**

42 **CARRIED:** Motion Passed 4-0
43
44

45 **4. PUBLIC COMMENT PERIOD**

46
47 A. NONE
48

49 **5. PRESENTATIONS/PROCLAMATIONS**

- 50
- 51 A. DAN DARNELL, PUBLIC SECTOR MANAGER, WASTE MANAGEMENT;
52 INDUSTRY UPDATE
- 53 I. Reviewed the terms of the agreement and the services provided to
 - 54 the residents and businesses of the Village of Los Ranchos.
 - 55 II. Discussed the Recycling Process.
 - 56 III. Provided a Market Update.
- 57

58 **6. CONSENT AGENDA**

59
60 There will be no separate discussion of these items. If discussion is desired, that
61 item will be removed from the consent agenda and will be considered separately.

62
63 A. MINUTES-AUGUST 12, 2020; REGULAR MEETING

64
65 **Mayor Lopez asked for a motion to approve the Consent Agenda.**

66
67 **MOVED: Trustee Pacheco moved to approve the Consent**
68 **Agenda**

69 **SECONDED: Trustee Rael seconded with the following**
70 **corrections:**

71 **Line 982 “Acquire” to “Require”**

72 **Line 984 “Using” to “Usually”**

73
74 **ROLL CALL VOTE: Trustee Rael-Yes**
75 **Trustee Lewis-Yes**
76 **Trustee Pacheco-Yes**
77 **Trustee Riccobene-Yes**

78 **CARRIED: Motion Passed 4-0**

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81 **7. DEPARTMENTAL REPORTS**

- 82
- 83 A. MAYOR’S REPORT
 - 84 B. ADMINISTRATOR’S REPORT
 - 85 C. AGRI-NATURE CENTER MANAGER’S REPORT
 - 86 D. PLANNING AND ZONING DIRECTOR’S REPORT
 - 87 E. PROJECT MANAGER’S REPORT
 - 88 F. PUBLIC SAFETY LIAISON’S REPORT
- 89

90 *Trustee Rael asked Ms. Rinaldi a question regarding the ADA improvements on*
91 *4th Street.*

92
93 *Ms. Rinaldi responded that they were not in the original design, it was the*
94 *responsibility of the design team.*

95
96 *Trustee Lewis commented on the report from Planning & Zoning and asked*
97 *Planner Justice if she could elaborate more on residential builds.*

98
99 *Trustee Lewis asked P & Z Director Justice about the status update on drafting*
100 *the policy on short-term rentals and requested an update at next month's*
101 *meeting.*

102
103 *Trustee Lewis asked Ms. Rinaldi about the asphalt settling at the Agri-Nature*
104 *Center.*

105
106 *Ms. Rinaldi responded that the asphalt testing exceeded 95% compatibility.*

107
108 *Trustee Pacheco asked Administrator Simon about the CARES Act Grants.*

109
110 *Administrator Simon responded that there is a staff committee of five. Will be*
111 *launching an outreach process and open it up for businesses with 50 employees*
112 *or under. Will be executing the month of September.*

113
114 *Trustee Pacheco asked about the timeframe of the construction for the Agri-*
115 *Nature Center.*

116
117 *Administrator Simon indicated it will be for ADA bathrooms, but there is not a*
118 *contract in place or a specified set of plans yet.*

119
120 *Trustee Pacheco echoed Trustee Lewis's comments on the Planning and Zoning*
121 *report and is also anticipating a final policy on the short-term rentals.*

122
123 *Trustee Riccobene asked the Mayor regarding the CARES Act distribution and*
124 *his comparison to Los Lunas.*

125
126 *Mayor Lopez responded that he used Los Lunas as a comparison as it is similar*
127 *to the Village.*

128
129 *Trustee Riccobene also mentioned his concerns regarding short-term rentals and*
130 *encouraged Ms. Justice to have that policy prepared.*

131
132
133 **8. FINANCIAL BUSINESS**

134
135 **A. DISCUSSION AND APPROVAL OF CASH REPORT-AUGUST 2020**

136 **Tammy Silva, CFO** reported on the following:
137 The ending cash balance for August 31,2020 was \$5,001,623.47 which is a
138 decrease of \$96,788.73. Year to date deficiency of revenues over expenditures is
139 \$176,657.30.

140
141 Unusual of Significant Items:

142
143 General Fund – Planning & Zoning –Professional Services Engineers– page 6, -
144 \$23,393.90 in YTD column due to accrual of costs for Tescosa property back into
145 FY2020.

146
147 General Fund – Police – Contract services – Public Safety – page 8, \$565.36,
148 YTD amount is lower than current period due to accrual half the invoice back into
149 FY2020.

150
151 General Fund – Capital Expenditures – Capital Roadways, Bridges & Culverts –
152 page 12, \$64,425.40, for Pay App 22 to Bradbury Stamm, check #44404.

153
154 Capital Project Infrastructure – C3193310 – Capital Expenditures- Roadways –
155 page 23, \$24,060.00, for Pay App 22 to Bradbury Stamm, check #44404.

156
157 Capital Project Buildings – 16-A2397 – State Grant – page 28, \$17,206.06,
158 reimbursements from state for Agri-Nature grant. This is payment one of four we
159 are waiting on.

160
161 **Mayor Lopez asked for a motion to approve the August Cash Report.**

162
163 **MOVED:** Trustee Rael moved to approve the August Cash
164 Report

165 **SECONDED:** Trustee Pacheco

166
167 **ROLL CALL VOTE:** Trustee Rael-Yes
168 Trustee Lewis-Yes
169 Trustee Pacheco-Yes
170 Trustee Riccobene-Yes

171 **CARRIED:** Motion Passed 4-0

172
173
174
175 B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2020-09-01;
176 BUDGET ADJUSTMENT REQUEST (BAR).

177
178 CFO Silva presented the Budget Adjustment Request and indicated that the BAR
179 is for two large items that came up, one for the property clean up at Tescosa and
180 the other is for the utilities at the Agri-Nature Center. The BAR is to increase the
181 line item by those two amounts.

182 Mayor Lopez asked for a motion to approve Resolution No. 2020-09-01.
183
184 **MOVED:** Trustee Rael moved to approve Resolution 2020-
185 **09-01**
186 **SECONDED:** Trustee Lewis
187
188 **ROLL CALL VOTE:** Trustee Rael-Yes
189 Trustee Lewis-Yes
190 Trustee Pacheco-Yes
191 Trustee Riccobene-Yes
192 **CARRIED:** Motion Passed 4-0
193
194

195 **9. PUBLIC HEARINGS AND APPLICATIONS FOR APPEAL**

196 **** THIS ITEM WAS DEFERRED BY REQUEST OF THE APPLICANT ****

- 197
198 A. SDP 20-04 A REQUEST BY DOUG & VALERIE VELHAGEN FOR FINAL
199 SITE DEVELOPMENT PLAN APPROVAL OF A RESIDENTIAL SITE
200 DEVELOPMENT PLAN FOR A DEVELOPMENT IN THE C-1 ZONE IN
201 THE FOURTH STREET CHARACTER AREA. THE PROPERTY IS
202 LOCATED AT 320 ROEHL RD NW AND IS LEGALLY KNOWN AS LOT 1
203 VELHAGEN VALLEY ESTATES BEING A REPLAT OF TRACTS
204 165B1B1 & 165B2A2A MRGCD MAP NO. 27, SITUATE WITHIN
205 PROJECTED SECTION 21, T. 11 N., R. 3 E., N.M.P.M. ELENA
206 GALLEGOS GRANT, BERNALILLO COUNTY, NEW MEXICO, AS FILED
207 IN THE OFFICE OF THE BERNALILLO COUNTY CLERK ON JULY 13,
208 2020. THE PROPERTY CONTAINS 0.5175 ACRES MORE OR LESS.
209

210 **10. OLD BUSINESS**

- 211
212 A. NONE
213

214 **11. ANNOUNCEMENTS**

- 215
216 A. NONE
217

218 **12. NEW BUSINESS**

- 219
220 A. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2020-09-02;
221 ADOPTING THE 2022-2026 INFRASTRUCTURE CAPITAL
222 IMPROVEMENT PLAN (ICIP) FOR THE VILLAGE OF LOS RANCHOS
223 DE ALBUQUERQUE.
224

225 Administrator Simon presented the ICIP with the following projects listed: Fourth

226 Street Phase Two, Road Safety Enhancements, The Agri-Nature Center, Village
227 Hall renovations for ADA compliance, and new Land acquisition.

228
229 **Mayor Lopez asked for a motion to approve Resolution No. 2020-09-02.**

230
231 **MOVED:** Trustee Lewis moved to approve Resolution No.
232 2020-09-02

233 **SECONDED:** Trustee Riccobene

234
235 **ROLL CALL VOTE:** Trustee Rael-Yes
236 Trustee Lewis-Yes
237 Trustee Pacheco-Yes
238 Trustee Riccobene-Yes

239 **CARRIED:** Motion Passed 4-0

240
241
242 **B. DISCUSSION AND APPROVAL OF RESOLUTION NO. 2020-09-03;**
243 **DISPOSITION OF OBSOLETE, WORN-OUT OR UNUSABLE TANGIBLE**
244 **PROPERTY.**

245
246 Clerk Sedillo-Molina provided an overview of the request along with an inventory
247 list and pictures of equipment for disposition.

248
249 **Mayor Lopez asked for a motion to approve Resolution No. 2020-09-03.**

250
251 **MOVED:** Trustee Rael moved to approve Resolution No.
252 2020-09-03

253 **SECONDED:** Trustee Lewis

254
255 **ROLL CALL VOTE:** Trustee Rael-Yes
256 Trustee Lewis-Yes
257 Trustee Pacheco-Yes
258 Trustee Riccobene-Yes

259 **CARRIED:** Motion Passed 4-0

260
261
262 **C. DISCUSSION ONLY; VILLAGE CENTER UPDATES**

263
264 Administrator Simon provided an update, is ensuring that the Village is protected.
265 Hired a firm to help develop a term sheet that will go into the draft development
266 agreement. Indicated that it will be provided to the Board next month.

267
268 Ms. Rinaldi added that the basis of the development agreement is a cost benefit
269 analysis and a positive return on investment. Looking at the results of the
270 economic analysis as part of the MOU.

271

272 *Trustee Lewis asked how this will presented to the Board and be given to the*
273 *Trustees ahead of time for ample time to review.*

274
275 *Ms. Rinaldi recommended when approval of the term sheet with Palindrome is*
276 *completed, that it can then be shared in advance.*

277
278 *Attorney Winter suggested to present the project, what is being proposed,*
279 *diagrams, and possibly have one on one meetings and have a complete package*
280 *for the October meeting.*

281
282 *Trustee Rael asked to what degree could he participate in the discussion as he*
283 *has recused himself from voting previously on this item.*

284
285 *Attorney Winter clarified that because he did recuse himself, he cannot*
286 *participate in the conversation.*

287
288 *Trustee Riccobene commented that he would like to see the presentation and the*
289 *agreement with plenty of time to contemplate and understand the consequences*
290 *and potential pitfalls.*

291
292 *Trustee Pacheco asked Ms. Rinaldi who conducted the economic analysis?*

293
294 *Ms. Rinaldi indicated that a list was provided by Bernalillo County and was*
295 *conducted by Applied Economics.*

296
297 *Trustee Lewis suggested that the Board of Trustees have a special meeting on*
298 *this issue so there is enough time to digest it before it is presented at a Trustee*
299 *meeting.*

300
301

302 **13. TRUSTEE INFORMAL DISCUSSION**

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304

Trustee Rael:

- 305
- Requested a status update on the steel structures on 4th Street, that was brought up by Mr. Keers in a previous meeting.
 - Wanted to know if a political sign that was put up on 4th and Ranchitos is legal.
- 307
308
309

Trustee Lewis:

- 310
- Indicated that he listened to the Planning and Zoning Commission meeting and wanted to go on record by saying that “They did a very professional job, I thought Lyn Eby ran a very professional meeting. I thought the other Commissioners were involved and asked intelligent questions and gave a lot of thought to their comments and their votes. I just want to be on record that they did a very good job and should be commended”.
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Trustee Pacheco:

- Congratulated Mayor Lopez on his appointment as a Director with the New Mexico Municipal League.
- Wants to make sure we stay on task with the priorities, especially the Master Plan, short-term rentals, Village Center and pursue new opportunities.
- Would like to wish everybody a healthy end of summer, beginning of fall and to continue to be diligent about COVID and take precautions to stay well.

Trustee Riccobene:

- Echoed Trustee Lewis's comment regarding the Planning and Zoning Commission.
- Indicated that Staff stay on task with the short-term rentals policy.

Mayor Lopez:

- Is in beginning of conversations with Attorney Winter regarding the Franchise taxes.
- Participates weekly in the Mayor's Caucuses regarding all pertinent issues that are going on around the state, stays informed and is alert if anything pops up that affects the Village, he will know about it.

14. ADJOURNMENT

The meeting was adjourned by Mayor Lopez at 8:37 p.m.

Motion-Trustee Riccobene
Seconded-Trustee Rael

Unofficial Minutes submitted by:



Danielle Sedillo-Molina, Village Clerk

7. DEPARTMENTAL REPORTS

- A. MAYOR'S REPORT**
- B. ADMINISTRATOR'S REPORT**
- C. AGRI-NATURE CENTER MANAGER'S REPORT**
- D. PLANNING & ZONING DIRECTOR'S REPORT**
- E. PROJECT MANAGER'S REPORT**
- F. PUBLIC SAFETY LIAISON'S REPORT**



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Mayor Donald T. Lopez
Mayor's Report
October 2020

- As Mayor, I have met with the owner's of Pop Fizz a business on 4th street in Los Ranchos to discuss the future plans for this site because of a pending sale of the Property by it's owner's. The business itself is run by Mr. Carlos Alvarez and his father Mr. Rafael Alvarez. Accompanied by VLR Administrator Ann Simon we met at the business site on October 2 with a subsequent meeting on October 8, 2020. I will keep the BOT up to date on these discussions.
- At the end of September, as Mayor, I attended the retirement ceremony for BCSO North Valley Command Captain Broderick Sharp. I was accompanied by VLR Administrator Ann Simon. It was a wonderful get together to honor the service Captain Sharp had provided to the Village of Los Ranchos over a number of years but also honoring his entire career with BCSO. I met the new interim BCSO North Valley Command Captain, Chris Romero. He comes to the Village of Los Ranchos area with a great reputation as a BCSO employee. Mr. Fred Radosevich our Village Public safety officer is working closely with him to ensure the Village is as safe a community as it always has been.
- Our Village staff, and our community, continues to abide by the Governor of NM continuing Health Order updates for COVID 19. As the Village moves in to Fall and colder weather comes, the Flu season will be upon us. All of must be careful and safe in our environment and daily lives.

The Fall season in Los Ranchos is a beautiful time, so please be safe and positive in these trying times!



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Ann Simon
Administrator
October 2020

CARES Act Grants

- We sent letters to more than 500 businesses in Los Ranchos notifying them of the Los Ranchos COVID-Safe Business Grants. The grant opened on October 5 and will close on October 13. We will be screening grant applicants to make sure they meet all the requirements, and will be prioritizing them based on whether they received grant assistance from other sources. In total we received \$1,006,425 and will be deploying all funds in one round.

As you know we also received our own reimbursement from the State and are working to get a disbursement from them. We were awarded \$50,000 of reimbursement from the Federal CARES Act for funds expended on COVID-Safe Practices, like Zoom technology, cell phones, and public safety.

Village Center

- Staff worked with Palindrome to finalize a term sheet that ultimately got rolled into a development agreement spelling out the benchmarks, schedule of development, and protections to the Village for the Village Center project.

Economic Development

- In addition to outreach on the CARES Act grants, we are beginning our outreach to Los Ranchos businesses for business renewals, and participation in the Holiday Stop and Shop—which is moving forward and will be a feature in the next Village Vision. The Village will support the event by posting a map with participating businesses on our webpage and on social media, and we will be paying for the services of the design of the printed materials.

Parks and Recreation

- Pickle Ball: Staff have been hard at work repairing the fencing and re-doing the landscaping around the basketball court at Old Village Hall on Green Valley Road. The court will be powerwashed and striped for Pickleball. We have purchased paddles and nets that can be checked out by Village residents. We will retain the basketball hoop at one end of the court.

6718 Rio Grande Blvd. NW Los Ranchos, New Mexico 87107
Office: 505.344.6582 Fax: 505.344.8978 www.losranchosnm.gov



What's Happening in Los Ranchos?



twitter.com/LosRanchosdeABQ

- Trailhead Improvements: The Village is working with NMDOT and City Parks and Rec on improvements to the trailhead at Calle del Pajarito and the bike path. We hope to improve the parking area and add signage about our 4th Street Business District, among other changes.



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Fergus Whitney
Agri Nature Center
October 2020

- We have established a Partnership with Matt Kuchar and Kelly Jo Desgins by Wine to market and sell wine produced from grapes grown at the Agri-Nature Center. Wine will be ready next summer.
- Phase 2 of the aligning our agrifuture – strategic doing process- will be called Creating our AgriFuture and we plan to have our first public meeting October 26th 2020, from 5:30-7pm.
- Meetings are currently taking place with Ag Committee members to align them with Creating our Agrifuture Phase II. An update on progress will be given in the next report in November.
- We have harvested produce from the raised beds at the Agri-nature Center and donated about 30 lbs to the Store House Food Bank.
- We held a master gardener / volunteer appreciation morning. Thanks to Lavender in the Village who presented gifts cards to local businesses to the groups.
- A healthy soil program grant has been submitted to the New Mexico Department of Agriculture.
- A one acre field was plowed, disked, tilled and laser leveled and seeded with grass for fall at the Ag Center.
- Matt Stebleton, seasonal farm worker, has completed his second season with the Village. We thank him for all his hard work.



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Tiffany Justice
Planning & Zoning
October 2020

General

- The Department is operating remotely with staff regularly fielding questions on our process over phone and email, and providing information and applications via our website.

Jennifer Schilling, Coordinator & Records Information Manager

- Processing building permits and parcel permits, and working on the Holiday issue of the Village magazine.
- Reviewing proposals for a webdeveloper to redesign the Village's website and incorporate a payment and permit portal.
- Aiding Administrator Simon with the COVID-19 business grants and preparing renewal documents and letters for business owners. The quarterly business report is attached.

Keen Heinzelman, Code Enforcement Officer

- Patrolling the Village and working with property owners to bring properties into compliance.
- Political campaign signs are cropping up around the Village, and they are allowed on private property and public right-of-way with a political campaign sign permit, which is free. Keen is contacting candidate's offices and sending them the sign permit application.

Tiffany Justice, Director

- The annual EPA MS4 permit report will be posted on the Village website for public comment at the end of this week for the 45-day comment period.
- The short-term rental policy options and recommendations are included in this month's packet. The goal is to receive feedback from the Board to draft language for an ordinance and application. An article will be included in the Holiday issue of the Village magazine for public feedback and awareness on the Village's direction prior to adoption of an ordinance.
- Drafting an ordinance to prohibit commercial cultivation of cannabis, including hemp, in residential zones in the Village. This would still allow personal production of cannabis in residential zones and would not prohibit commercial cultivation and processing in commercial zones in the Village (GD, VC, C-1, and AC).
 - Questions for the Board:
 - Should the Village prohibit commercial cultivation of marijuana?
 - Should the Village prohibit commercial cultivation of hemp?
 - If prohibited in residential zones, should the Village allow commercial cultivation of cannabis in mixed-use, agricultural-commercial, or commercial zones?

6718 Rio Grande Blvd. NW Los Ranchos, New Mexico 87107
Office: 505.344.6582 Fax: 505.344.8978 www.losranchosnm.gov



What's Happening in Los Ranchos?



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Permits

This month saw fewer building permits issued compared to prior months, possibly due to increasing costs of construction materials.

Building Permits *Pending not included	September	Valuation
Commercial	Fence	\$40
Signs	Residential	\$55
	Commercial	\$54
New Residential Construction	Addition & Guest House	\$154,000
	New Residence	\$340,000
	Addition & Remodel	\$150,000
Residential Alterations	Reroof	\$96,000
	Helical Piers (to stabilize foundation)	\$40
Outbuildings	Fence	\$40
	Pool	\$78,000
	Pool	\$64,000
Note: Valuation is the value of the construction per square foot multiplied by rates passed by Resolution 2012-1-2.		

Parcel Permits	September
Realtors	4
Contractors	8

Excavation/Barricade Permits	September
Barricade Only	2
Excavation & Barricade	6

P&Z Report Items/ Items for Public Hearings	September
Conditional Use	1 approved
Home Occupation	2 approved
Major Subdivision	2: 1 sketch review, 1 filed
Site Development Plan	2: 1 sketch review, 1 deferred
Variance	2: 1 approved, 1 denied
Zone Map Amendment	0

THIRD QUARTER 2020
COMMERCIAL BUSINESS REGISTRATIONS
 July 2020 – September 2020

NEW BUSINESSES	NATURE OF BUSINESS	OPENED
Hair by Moe	Service	July 2020
Pearl's Window	Retail	August 2020
American Tower Delaware Corp.	Cell Tower Management	September 2020
Indoor Yardsale	Retail	September 2020
Sweet Lines Permanent Cosmetics, Inc.	Service	September 2020
Hair by Reylene	Service	September 2020
Caitlin Rose Massage	Service	September 2020
NM Pelvic Health Physical Therapy	Service	September 2020
Anthony Martinez & Associates, LLC dba The Powder Room Hair and Wedding Boutique	Retail/Service	September 2020
Musti Hair	Service	September 2020

CLOSURES	NATURE OF BUSINESS	CLOSED
Syrah Skincare Studio, LLC	Service	Between March & August 2020
7207 Gallery Studio	Art Studio	July 2020
Carnes & Company	Service	July 2020
Bliss Massage Studios	Service	Unknown Month 2020
Boutique Botanicals	Retail	Unknown Month 2020
La Calle Cuatro, LLC	Art Studio	Unknown Month 2020
Aromatics and Herbal Apothecary, LLC	Retail	Between March & August 2020

TOTAL NEW COMMERCIAL BUSINESSES: 10

TOTAL CLOSED COMMERCIAL BUSINESSES: 7

THIRD QUARTER 2020
HOME OCCUPATION BUSINESS REGISTRATIONS
July 2020 – September 2020

NEW HOME OCCs	NATURE OF BUSINESS	OPENED
7207 Gallery Studio	Art Studio	July 2020
Carnes and Company Inc.	Service	July 2020
Friends of Los Ranchos Inc.	Non-Profit	August 2020
Iconnick Towing	Service	September 2020

TOTAL NEW HOME OCCUPATIONS: 4

TOTAL CLOSED HOME OCCUPATIONS: Unknown

Closures are not typically reported by businesses, although the Department does ask business owners to notify closures.



MAYOR
DONALD T. LOPEZ

ADMINISTRATOR
ANN SIMON

— ••• —
TRUSTEES
PABLO RAEL
MAYOR PRO TEM
ALLEN LEWIS
SANDRA PACHECO
TOM RICCOBENE

DEPARTMENTAL REPORT

Fred Radosovich
Public Safety Report
September 2020

Meetings

- Contact with Village Staff to include, Mayor, Maria, Keen, Ann and Dominic weekly though out the month. Weekly contact with BCSO, Village Staff Meetings-Zoom
- Captain Sharp, North Valley Commander-phone and Email
- BOT Zoom meeting

Citizen Issues

- COVID-19 Issues, Occupancy issues and directing complaints
- Speeding on, North 4th, El Pueblo, and Ortega
- Growers Market, 8600 blk Rio Grande-neighbor issues

Other Issues



- Conducted Investigation and Judicial 101 Zoom Meeting
- Fire Code issues 6700 Block Rio Grande
- Zoning Violations 4th Street-Keen and Tiffany
- Captain Sharp Retired

Bernalillo County Reports

- BCSO August calls- 564

134 Traffic Stops, 85 welfare checks, 19 alarm calls, 24 suspicious persons/vehicles, 5 larceny, 7 crashes, 2 auto burglary, 1 robbery, 39 disurbances, and 1 vandalism.
Traffic Stops- 86 on 4th street, 10 on north 4th street, 9 on Rio Grande and 29 on other roads.

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8. FINANCIAL BUSINESS

**A. DISCUSSION AND APPROVAL OF CASH REPORT-
SEPTEMBER 2020**

Village of Los Ranchos de Albuquerque Cash Report Summary

Cash Report for the month of September 30, 2020.

Ending cash balance at September 30, 2020 is \$5,186,624.37, which is an increase of \$183,251.12, for this month.

YTD excess of revenues over expenditures is \$8,343.61.

Unusual or Significant Items

Our YTD deficiency of revenues over expenditures decreased significantly, moving us to a YTD excess of revenues over expenditures due to receiving over \$130,000 in reimbursement from the state for the grant that closed out on June 30, 2020 for utility improvements at the Agri-Nature Center.

General Fund – Planning & Zoning –Code Enforcement– page 7, \$30,255.50 for payment to Advanced Chemical Transport for property clean up, Checks #44475 & 44424.

General Fund – General Administration – Attorney Fees and Settlement -- page, 8, \$28,829.66 for Stelzner law firm for general counsel services, check #44497 and 44447. This is for July 2020 and August 2020 billing.

General Fund – Capital Expenditures – Capital Roadways, Bridges & Culverts – page 13, \$45,316.32, for Utility work at the Agri-Nature Center to Bradbury Stamm, check #44427.

Village of Los Ranchos de Albuquerque
Cash Balance Summary by Fund
for the Fiscal Year Ending June 30, 2021
as of September 30, 2020

	<i>Beginning Cash Balance</i>	<i>Excess/(Deficiency)</i>	<i>Ending Cash Balance</i>
101 General Fund	\$ 3,479,457.78	\$ 69,385.76	\$ 3,548,843.54
201 Correction	\$ 900.00	\$ -	\$ 900.00
209 Fire Protection Fund	\$ -	\$ 29,049.40	\$ 29,049.40
211 Law Enforcement Protection Fund	\$ 20,000.00	\$ 20,000.00	\$ 40,000.00
216 Municipal Street Fund	\$ 391,764.44	\$ 41,203.21	\$ 432,967.65
299 Special - Other Funds	\$ 9,133.14	\$ -	\$ 9,133.14
311 Capital Project Infrastructure	\$ (732.72)	\$ (24,060.00)	\$ (24,792.72)
312 Capital Project Buildings	\$ (138,851.25)	\$ 133,447.27	\$ (5,403.98)
380 Purchase Real Property Reserve Fund	\$ 459,238.25	\$ -	\$ 459,238.25
399 Capital Project - Other	\$ 31,111.81	\$ -	\$ 31,111.81
401 General Obligation Bonds	\$ -	\$ (261,642.03)	\$ (261,642.03)
410 General Obligation Bonds Reserve	\$ 862,348.45	\$ -	\$ 862,348.45
505 Agri-Nature Center Farm Camps	\$ 63,910.86	\$ 960.00	\$ 64,870.86
	\$ 5,178,280.76	\$ 8,343.61	\$ 5,186,624.37

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
0099 - General Fund Revenue								
Revenues								
Franchise taxes	31100	24,477.00	26,133.28	1,656	293,724.00	293,724.00	132,134.84	44.99%
Munic gross receipts taxes	31250	69,814.00	95,110.32	25,296	837,761.00	837,761.00	182,238.51	21.75%
State share gross receipts taxes	32410	104,452.00	127,079.73	22,628	1,253,424.00	1,253,424.00	239,242.71	19.09%
Animal permit fees	33100	46.00	0.00	(46)	549.00	549.00	0.00	0.00%
Building permit fees	33300	1,852.00	662.62	(1,189)	22,222.00	22,222.00	25,028.77	112.63%
Excavation/barricade permits	33350	975.00	738.83	(236)	11,697.00	11,697.00	2,415.61	20.65%
Business registration fees	33400	87.00	355.55	269	8,488.00	8,488.00	917.77	10.81%
Parcel permit fees	33450	258.00	251.66	(6)	3,096.00	3,096.00	995.54	32.16%
Liquor license fees	33500	0.00	0.00	0	1,500.00	1,500.00	1,750.00	116.67%
Home occupation fees	33910	200.00	0.00	(200)	5,900.00	5,900.00	201.59	3.42%
Application fees	34010	843.00	677.68	(165)	10,118.00	10,118.00	2,101.61	20.77%
Los Ranchos merchandise	34880	0.00	0.00	0	0.00	0.00	0.00	0.00%
LR Newsletter advertising revenue	34990	1,983.00	2,931.40	948	23,792.00	23,792.00	4,611.61	19.38%
Miscellaneous revenue	34991	10,572.00	120.00	(10,452)	16,868.00	16,868.00	13,351.52	79.15%
Judicial education fee	35008	3.00	0.00	(3)	12.00	12.00	6.00	50.00%
Court automation fee	35015	6.00	0.00	(6)	24.00	24.00	12.00	50.00%
Municipal court fines	35020	33.00	0.00	(33)	134.00	134.00	86.00	64.18%
Investment income	36030	4,332.00	643.45	(3,689)	51,986.00	51,986.00	2,227.00	4.28%
Film Permit Fees	36040	0.00	0.00	0	0.00	0.00	0.00	0.00%
Rent income storage units	36070	10,007.00	14,120.00	4,113	120,079.00	120,079.00	40,612.00	33.82%
Land rent	36075	5,901.00	5,445.00	(456)	70,806.00	70,806.00	19,965.00	28.20%
Trailer park rent	36077	2,946.00	4,825.00	1,879	35,344.00	35,344.00	13,325.00	37.70%
Property rental income	36079	2,777.00	6,872.16	4,095	33,318.00	33,318.00	14,529.48	43.61%
Sale of recycling materials	36090	0.00	0.00	0	0.00	0.00	0.00	0.00%
Small cities assistance grant	37180	0.00	0.00	0	170,000.00	170,000.00	0.00	0.00%
		241,564.00	285,966.68	44,403	2,970,842.00	2,970,842.00	695,752.56	23.42%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
0100 - Executive Legislative								
Department Expenditures								
Wages-Elected Official	41010	1,523.08	1,373.08	150	14,400.04	14,400.04	3,126.93	21.71%
Wages-Full Time	41020	8,846.16	8,996.16	(150)	115,000.08	115,000.08	25,803.72	22.44%
FICA Regular	42010	613.58	611.94	2	7,640.92	7,640.92	1,828.00	23.92%
FICA Medicare	42020	143.50	143.14	0	1,786.84	1,786.84	427.55	23.93%
Retirement Contributions	42030	1,573.51	1,573.52	(0)	20,455.64	20,455.64	4,576.46	22.37%
Health Care	42050	1,137.59	1,089.99	48	13,651.04	13,651.04	2,301.06	16.86%
Mileage Reimbursement	43010	640.00	0.00	640	3,233.00	3,233.00	0.00	0.00%
Per Diem (Meals, Lodging, etc)	43020	400.00	0.00	400	7,235.00	7,235.00	0.00	0.00%
Employee Training	47040	230.00	0.00	230	2,000.00	2,000.00	0.00	0.00%
Subscriptions & Memberships	47140	400.00	0.00	400	13,200.00	13,200.00	11,220.00	85.00%
Total Department Expenditures		15,507.42	13,787.83	1,720	198,602.56	198,602.56	49,283.72	24.82%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
0200 - Judicial								
Department Expenditures								
Wages-Elected Official	41010	300.00	100.00	200	1,200.00	1,200.00	150.00	12.50%
Wages-Part Time	41030	547.84	420.00	128	7,121.92	7,121.92	1,298.20	18.23%
FICA Regular	42010	52.57	32.24	20	516.00	516.00	89.79	17.40%
FICA Medicare	42020	12.29	7.54	5	120.64	120.64	21.01	17.42%
Mileage Reimbursement	43010	220.00	0.00	220	310.00	310.00	0.00	0.00%
Prof. Service - Computer Support	45150	0.00	0.00	0	440.00	440.00	0.00	0.00%
Judicial Education Fee	45895	12.00	0.00	12	48.00	48.00	3.00	6.25%
Court Automation Fee	45900	24.00	0.00	24	96.00	96.00	12.00	12.50%
Employee Training	47040	0.00	0.00	0	200.00	200.00	0.00	0.00%
Subscriptions & Memberships	47140	0.00	0.00	0	200.00	200.00	230.00	115.00%
Total Department Expenditures		1,168.70	559.78	609	10,252.56	10,252.56	1,804.00	17.60%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund								
1011 - Elections								
Department Expenditures								
Professional Services - Election Judges	45120	0.00	0.00	0	0.00	0.00	0.00	0.00%
Supplies	46010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Rent of Equipment & Machinery	47120	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Department Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
1200 - Financial Administration								
Department Expenditures								
Wages-Full Time	41020	5,964.80	5,964.80	0	77,542.40	77,542.40	17,297.92	22.31%
Wages-Part Time	41030	369.24	369.24	0	4,800.12	4,800.12	1,070.80	22.31%
FICA Regular	42010	382.43	382.14	0	4,971.60	4,971.60	1,222.11	24.58%
FICA Medicare	42020	89.44	89.38	0	1,162.71	1,162.71	260.35	22.39%
Retirement Contributions	42030	1,060.99	1,060.98	0	13,792.86	13,792.86	3,076.75	22.31%
Health Care	42050	357.24	371.20	(14)	4,644.12	4,644.12	778.76	16.77%
Audit Fees	45010	5,410.00	0.00	5,410	15,102.38	15,102.38	7,551.25	50.00%
Prof. Service - Computer Support	45150	0.00	161.44	(161)	1,287.00	1,287.00	484.32	37.63%
Contract Svc-Bank Charges	45901	1,273.00	588.66	684	15,276.00	15,276.00	2,239.08	14.66%
Subscriptions & Memberships	47140	0.00	0.00	0	375.00	375.00	50.00	13.33%
Total Department Expenditures		14,907.14	8,987.84	5,919	138,954.19	138,954.19	34,031.34	24.49%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
1700 - Planning and Zoning								
Department Expenditures								
Wages-Full Time	41020	12,323.06	12,323.06	0	160,199.78	160,199.78	35,517.89	22.17%
FICA Regular	42010	754.31	753.75	1	9,806.02	9,806.02	2,357.19	24.04%
FICA Medicare	42020	176.41	176.28	0	2,293.34	2,293.34	551.27	24.04%
Retirement Contributions	42030	2,191.96	2,191.96	0	28,495.50	28,495.50	6,328.75	22.21%
Health Care	42050	387.01	371.20	16	4,644.12	4,644.12	778.76	16.77%
Professional Services - Master Plan	45011	250.00	0.00	250	1,000.00	1,000.00	0.00	0.00%
Prof. Service - Engineers	45030	21,067.00	0.00	21,067	9,000.00	29,317.00	21,195.11	72.30%
EPA Stormwater Monitoring	45035	0.00	0.00	0	200.00	200.00	0.00	0.00%
Storm Water Team Participation	45040	0.00	0.00	0	6,000.00	6,000.00	6,000.00	100.00%
Const Regulation Services	45045	0.00	0.00	0	17,500.00	17,500.00	0.00	0.00%
Fire Inspection Services	45050	0.00	0.00	0	0.00	0.00	420.00	0.00%
Printing, Publishing, & Advert.	47080	100.00	0.00	100	1,200.00	1,200.00	41.53	3.46%
Code Enforcement	47085	30,810.00	30,255.50	0	30,000.00	53,310.00	30,255.50	56.75%
Subscriptions & Memberships	47140	188.00	0.00	188	2,260.00	2,260.00	365.27	16.16%
Total Department Expenditures		68,247.75	46,071.75	21,622	272,598.76	316,225.76	103,811.27	32.83%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
1840 - General Administration								
Department Expenditures								
Wages-Full Time	41020	7,952.00	7,872.00	80	103,376.00	103,376.00	18,179.58	17.59%
FICA Regular	42010	451.23	467.16	(16)	5,865.78	5,865.78	1,238.77	21.12%
FICA Medicare	42020	105.79	109.26	(3)	1,375.28	1,375.28	289.72	21.07%
Retirement Contributions	42030	1,414.46	1,400.24	14	18,387.98	18,387.98	3,618.75	19.68%
Health Care	42050	1,574.47	755.26	819	18,893.64	18,893.64	1,583.96	8.38%
Worker's Comp. Assessment	42080	48.00	0.00	48	195.20	195.20	0.00	0.00%
Mileage Reimbursement	43010	0.00	0.00	0	500.00	500.00	0.00	0.00%
Per Diem (Meals, Lodging, etc)	43020	200.00	0.00	200	2,735.00	2,735.00	26.97	0.99%
Maint-Building & Structure	44010	981.00	483.47	498	11,772.00	11,772.00	483.47	4.11%
Maint-Vehicle/furn/fixt/equip	44040	7,688.00	3,239.44	4,449	9,375.00	9,375.00	3,301.41	35.22%
Attorney Fees and Settlements	45020	10,417.00	28,829.66	(18,413)	125,000.00	125,000.00	28,829.66	23.06%
Professional Service - Computer Support	45150	4,999.00	4,999.99	(1)	59,988.00	59,988.00	16,299.96	27.17%
Professional Service - Water rights	45165	0.00	0.00	0	6,000.00	6,000.00	0.00	0.00%
Contract Svc-Physicals	45910	0.00	69.00	(69)	1,200.00	1,200.00	69.00	5.75%
Contract Svc-Temp Labor	45911	5,333.00	4,702.85	630	64,000.00	64,000.00	11,147.09	17.42%
Contract Services A-AAA Self Storage	45915	4,000.00	4,000.00	0	48,000.00	48,000.00	12,578.67	26.21%
Supplies	46010	2,000.00	1,026.68	973	24,000.00	24,000.00	2,176.37	9.07%
Miscellaneous	46090	250.00	0.00	250	3,000.00	3,000.00	5.37	0.18%
Employee Training	47040	262.00	0.00	262	3,144.00	3,144.00	0.00	0.00%
Insurance-Non employee	47060	0.00	0.00	0	60,328.74	60,328.74	0.00	0.00%
Postage & Mail Service	47070	25.00	228.70	(204)	8,000.00	8,000.00	932.45	11.66%
Printing, publishing & advertising	47080	1,250.00	988.60	261	15,000.00	15,000.00	2,330.08	15.53%
Printing, Pub/Advert-LR News	47081	5,066.00	0.00	5,066	40,526.48	40,526.48	1,200.00	2.96%
Rent of Equipment & Machinery	47120	955.00	1,159.61	(205)	11,455.38	11,455.38	3,638.89	31.77%
Subscriptions & Memberships	47140	0.00	2.14	(2)	2,637.00	2,637.00	97.90	3.71%
Telephone	47150	1,500.00	1,526.87	(27)	17,500.00	17,500.00	4,310.72	24.63%
Utilities	47160	4,167.00	5,189.91	(1,023)	50,000.00	50,000.00	16,151.54	32.30%
Workers' Compensation Insurance	47210	0.00	0.00	0	8,000.00	8,000.00	9,780.12	122.25%
Total Department Expenditures		60,638.95	67,050.84	(6,412)	720,255.48	720,255.48	138,270.45	19.20%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
1920 - Police								
Department Expenditures								
Contract services - Public safety	45904	1,667.00	1,364.94	302	20,004.00	20,004.00	3,114.86	15.57%
Total Department Expenditures		1,667.00	1,364.94	302	20,004.00	20,004.00	3,114.86	15.57%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
1960 - Public Facilities								
Department Expenditures								
Wages-Full Time	41020	12,785.60	12,878.40	(93)	166,212.80	166,212.80	37,240.65	22.41%
FICA Regular	42010	723.32	726.05	(3)	9,401.18	9,401.18	2,264.23	24.08%
FICA Medicare	42020	167.08	169.80	(3)	2,172.04	2,172.04	536.20	24.69%
Retirement Contributions	42030	2,274.24	2,290.76	(17)	29,565.12	29,565.12	6,596.45	22.31%
Health Care	42050	2,698.84	2,587.64	111	32,386.08	32,386.08	5,462.28	16.87%
Transportation Exp. (Gas, Oil, etc.)	43030	500.00	430.30	70	6,000.00	6,000.00	995.38	16.59%
Maint-Building & Structure	44010	833.00	0.00	833	10,000.00	10,000.00	0.00	0.00%
Maintenance - Grounds/Roadways	44030	2,083.00	7,197.14	(5,114)	25,000.00	25,000.00	9,394.14	37.58%
Maint-Vehicle/furn/fixt/equip	44040	1,667.00	4,380.48	(2,713)	20,000.00	20,000.00	5,649.47	28.25%
Prof. Service - Animal Control	45140	334.00	0.00	334	4,000.33	4,000.33	11.88	0.30%
Supplies	46010	1,667.00	2,430.16	(763)	20,000.00	20,000.00	4,486.75	22.43%
Safety Equipment	47050	0.00	0.00	0	1,500.00	1,500.00	166.49	11.10%
Rent of Equipment & Machinery	47120	75.00	0.00	75	900.00	900.00	0.00	0.00%
Utilities	47160	3,333.00	4,210.47	(877)	40,000.00	40,000.00	11,631.52	29.08%
Total Department Expenditures		29,141.08	37,301.20	(8,160)	367,137.55	367,137.55	84,435.44	23.00%

Village of Los Ranchos de Albuquerque
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From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
1970- Agricultural Enterprises								
Department Expenditures								
Wages-Full Time	41020	7,372.80	7,372.80	0	86,246.40	86,246.40	19,492.80	22.60%
Wages-Temporary	41040	2,400.00	1,200.00	(2,486)	21,600.00	21,600.00	6,402.45	29.64%
FICA Regular	42010	904.38	510.96	393	10,369.53	10,369.53	1,636.39	15.78%
FICA Medicare	42020	211.51	119.50	92	2,425.14	2,425.14	382.70	15.78%
Retirement Contributions	42030	1,311.44	1,311.45	(0)	17,048.72	17,048.72	3,467.23	20.34%
Health Care	42050	774.02	371.20	403	9,288.24	9,288.24	810.40	8.73%
Transportation Exp. (Gas, Oil, etc.)	43030	84.00	22.62	61	1,000.00	1,000.00	46.32	4.63%
Maint-Building & Structure	44010	125.00	0.00	125	1,500.00	1,500.00	0.00	0.00%
Maintenance - Grounds/Roadways	44030	334.00	0.00	334	4,000.00	4,000.00	0.00	0.00%
Maint-Vehicle/furn/fixt/equip	44040	167.00	0.00	167	2,000.00	2,000.00	0.00	0.00%
Supplies	46010	625.00	518.28	107	7,500.00	7,500.00	1,682.42	22.43%
Agricultural Program Support	46020	0.00	0.00	0	1,500.00	1,500.00	0.00	0.00%
Safety Equipment	47050	0.00	0.00	0	1,250.00	1,250.00	0.00	0.00%
Rent of equipment & machinery	47120	150.00	0.00	150	1,800.00	1,800.00	0.00	0.00%
Utilities	47160	625.00	630.58	(6)	7,500.00	7,500.00	2,972.34	39.63%
Total Department Expenditures		15,084.15	12,057.39	(659)	175,028.03	175,028.03	36,893.05	21.08%

Village of Los Ranchos de Albuquerque
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 From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
101 - General Fund								
2000 - Fire								
Department Expenditures								
IGA for Fire Protection & EMS Services	45928	0.00	0.00	0	453,200.00	453,200.00	113,300.00	25.00%
Total Department Expenditures		0.00	0.00	0	453,200.00	453,200.00	113,300.00	25.00%

Village of Los Ranchos de Albuquerque
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From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
101 - General Fund							
Summary of General Fund Revenues and Expenses							
Beginning cash and cash equivalents	3,228,477.09	3,495,374.75	266,898	3,479,457.78	3,479,457.78	3,479,457.78	
Revenues							
General Fund Revenues	241,564.00	285,966.68	44,403	2,970,842.00	2,970,842.00	695,752.56	23.42%
Expenditures							
Executive Legislative	15,507.42	13,787.83	1,720	198,602.56	198,602.56	49,283.72	24.82%
Judicial	1,168.70	559.78	609	10,252.56	10,252.56	1,804.00	17.60%
Elections	0.00	0.00	0	0.00	0.00	0.00	0.00%
Financial Administration	14,907.14	8,987.84	5,919	138,954.19	138,954.19	34,031.34	24.49%
Planning and Zoning	68,247.75	46,071.75	21,622	272,598.76	316,225.76	103,811.27	32.83%
General Administration	60,638.95	67,050.84	(6,412)	720,255.48	720,255.48	138,270.45	19.20%
Police	1,667.00	1,364.94	302	20,004.00	20,004.00	3,114.86	15.57%
Public Facilities	29,141.08	37,301.20	(8,160)	367,137.55	367,137.55	84,435.44	23.00%
Agricultural Enterprises	15,084.15	12,057.39	(659)	175,028.03	175,028.03	36,893.05	21.08%
Fire	0.00	0.00	0	453,200.00	453,200.00	113,300.00	25.00%
Total Fund Expenditures	206,362.19	187,181.57	14,940	2,356,033.13	2,399,660.13	564,944.13	23.54%
Excess/(deficiency) of revenues over expenditures	35,201.81	98,785.11	59,343	614,808.87	571,181.87	130,808.43	22.90%
Capital Expenditures							
Capital Buildings & Structures 48010	0.00	0.00	0	90,000.00	90,000.00	0.00	0.00%
Capital equipent & machinery 48020	5,500.00	0.00	5,500	21,000.00	21,000.00	0.00	0.00%
Capital Roadways, Bridges, & Culverts 48080	0.00	45,316.32	(45,316)	175,000.00	175,000.00	61,422.67	35.10%
Capital Improvements Other 48900	0.00	0.00	0	12,000.00	12,000.00	0.00	0.00%
Total Capital Expenditures	5,500.00	45,316.32	(39,816)	298,000.00	298,000.00	61,422.67	20.61%
Other financing sources (uses)							
Agricultural Committee Special Fund 52001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Purchase Real Property Reserve Fund 52001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Law Enforcement Protection Fund 52001	0.00	0.00	0	(37,000.00)	(37,000.00)	0.00	0.00%
General Obligatoin Bonds Reserve 52001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Fire Protection Fund 52001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)	0.00	0.00	0	(37,000.00)	(37,000.00)	0.00	0.00%
Excess/(deficiency) after capital expenditures & other financing sources	29,701.81	53,468.79	19,526	279,808.87	236,181.87	69,385.76	29.38%
Ending cash and cash equivalents	3,258,178.90	3,548,843.54	290,665	3,759,266.65	3,715,639.65	3,548,843.54	

Village of Los Ranchos de Albuquerque
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From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
201 - Correction							
0200 - Judicial							
Beginning cash and cash equivalents	900.00	900.00	0	900.00	900.00	900.00	
Revenues							
Corrections fee	0.00	0.00	0	0.00	0.00	0.00	0.00%
	0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures							
Correction costs	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents	900.00	900.00	0	900.00	900.00	900.00	

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	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
206 - Emergency Medical Service Fund								
9206 - Emergency Medical Service Fund								
Beginning cash and cash equivalents		0.00	0.00	0	0.00	0.00	0.00	
Revenues								
State Grant - EMS	37090	0.00	0.00	0	0.00	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures								
IGA for Fire Protection & EMS Services	45928	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents		0.00	0.00	0	0.00	0.00	0.00	

Village of Los Ranchos de Albuquerque
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	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
209 - Fire Protection Fund								
9209 - Fire Protection Fund								
Beginning cash and cash equivalents		0.00	0.00	0	0.00	0.00	0.00	
Revenues								
State Grant - Fire Protection Distribution	37120	0.00	0.00	0	93,200.00	93,200.00	59,029.20	63.34%
		0.00	0.00	0	93,200.00	93,200.00	59,029.20	63.34%
Expenditures								
IGA for Fire Protection & EMS Services	45928	0.00	0.00	0	93,200.00	93,200.00	59,029.20	63.34%
Total Fund Expenditures		0.00	0.00	0	93,200.00	93,200.00	59,029.20	63.34%
Excess/(deficiency) of revenues over		0.00	0.00	0	0.00	0.00	0.00	0%
Other financing sources (uses)								
Operating transfers in	51001	0.00	29,049.40	29,049	0.00	0.00	29,049.40	0.00%
Total other financing sources (uses)		0.00	29,049.40	29,049	0.00	0.00	29,049.40	0.00%
Excess (deficiency) after other financing sources (uses)		0.00	29,049.40	29,049	0.00	0.00	29,049.40	0%
Ending cash and cash equivalents		0.00	29,049.40	29,049	0.00	0.00	29,049.40	

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From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
211 - Law Enforcement Protection Fund								
9211 - Law Enforcement Protection Fund								
Beginning cash and cash equivalents		15,000.00	40,000.00	25,000	20,000.00	20,000.00	20,000.00	
Revenues								
Law Enforcement Grant	35010	0.00	0.00	0	20,000.00	20,000.00	20,000.00	100.00%
		0.00	0.00	0	20,000.00	20,000.00	20,000.00	100.00%
Expenditures								
Maint - vehicle/furniture/fixtures/equipment	44040	0.00	0.00	0	25,000.00	25,000.00	0.00	0.00%
MOU for Public Safety Services	45929	0.00	0.00	0	52,000.00	52,000.00	0.00	0.00%
Training	47040	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0.00	77,000.00	77,000.00	0.00	0.00
Excess/(deficiency) of revenues over		0.00	0.00	0	(57,000.00)	(57,000.00)	20,000.00	-35.09%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	37,000.00	37,000.00	0.00	0.00%
Reversion	52010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	37,000.00	37,000.00	0.00	0.00%
Excess (deficiency) after other financing sources (uses)		0.00	0.00	0	(20,000.00)	(20,000.00)	20,000.00	-100.00%
Ending cash and cash equivalents		15,000.00	40,000.00	25,000	0.00	0.00	40,000.00	

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Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
216 - Municipal Street Fund							
9216 - Municipal Street Fund							
Beginning cash and cash equivalents	405,794.44	419,937.61	14,143	391,764.44	391,764.44	391,764.44	
Revenues							
Gross Receipts (Infra) 31240	9,930.00	11,888.63	1,959	119,160.00	119,160.00	33,670.75	28.26%
Gasoline Tax-Street 32310	2,600.00	1,141.41	(1,459)	31,200.00	31,200.00	4,265.09	13.67%
Motor Vehicle Registration 32610	1,500.00	0.00	(1,500)	18,000.00	18,000.00	3,267.37	18.15%
Total Fund Revenue	14,030.00	13,030.04	(1,000)	168,360.00	168,360.00	41,203.21	24.47%
Expenditures							
Road Improvements 48080	21,250.00	0.00	21,250	170,000.00	170,000.00	0.00	0.00%
Total Fund Expenditures	21,250.00	0.00	21,250	170,000.00	170,000.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures	(7,220.00)	13,030.04	20,250	(1,640.00)	(1,640.00)	41,203.21	2512.39%
Ending cash and cash equivalents	398,574.44	432,967.65	34,393	390,124.44	390,124.44	432,967.65	

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Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
299 - Special - Other Funds							
3000 - Fine Arts							
Beginning cash and cash equivalents	(1,410.87)	(1,410.87)	0	(1,410.87)	(1,410.87)	(1,410.87)	
Revenues							
Arts & Crafts Market Revenue	34997	0.00	0.00	0	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00%
Department Expenditures							
Supplies	46010	0.00	0.00	0	0.00	0.00	0.00%
Miscellaneous Expense	46090	0.00	0.00	0	0.00	0.00	0.00%
Postage & Mail Service	47070	0.00	0.00	0	0.00	0.00	0.00%
Printing, Publishing & Advert.	47080	0.00	0.00	0	0.00	0.00	0.00%
Subscriptions & Memberships	47140	0.00	0.00	0	0.00	0.00	0.00%
Total Department Expenditures		0.00	0.00	0	0.00	0.00	0.00%
Excess/(deficiency) of revenues over		0.00	0.00	0	0.00	0.00	0.00%
Other financing sources (uses)							
Operating transfers out	52001	0.00	0.00	0	0.00	0.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	0.00	0.00	0.00%
Excess (deficiency) after other financing sources (uses)		0.00	0.00	0	0.00	0.00	0.00%
Ending cash and cash equivalents		(1,410.87)	(1,410.87)	0	(1,410.87)	(1,410.87)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
299 - Special - Other Funds							
3001 - Agricultural Committee							
Beginning cash and cash equivalents	(4,915.63)	(4,915.63)	0	(4,915.63)	(4,915.63)	(4,915.63)	
Revenues							
Farmers' Market Revenue	34995	0.00	0.00	0	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00%
Department Expenditures							
Supplies	46010	0.00	0.00	0	0.00	0.00	0.00%
Miscellaneous	46090	0.00	0.00	0	0.00	0.00	0.00%
Insurance-Non Employee	47060	0.00	0.00	0	0.00	0.00	0.00%
Printing,Publishing & Advert.	47080	0.00	0.00	0	0.00	0.00	0.00%
Rent of Equipment & Machinery	47120	0.00	0.00	0	0.00	0.00	0.00%
Subscriptions & Memberships	47140	0.00	0.00	0	0.00	0.00	0.00%
Total Department Expenditures		0.00	0.00	0	0.00	0.00	0.00%
Excess/(deficiency) of revenues over		0.00	0.00	0	0.00	0.00	0.00%
Other financing sourcers (uses)							
Operating transfers in	51001	0.00	0.00	0	0.00	0.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	0.00	0.00	0.00%
Excess (deficiency) after other financing sources (uses)		0.00	0.00	0	0.00	0.00	0.00%
Ending cash and cash equivalents		(4,915.63)	(4,915.63)	0	(4,915.63)	(4,915.63)	

Village of Los Ranchos de Albuquerque
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From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
299 - Special - Other Funds							
3002 - Scenic Byways & MainStreet							
Beginning cash and cash equivalents	459.64	459.64	0	459.64	459.64	459.64	
Revenues							
Grants	0.00	0.00	0	0.00	0.00	0.00	0.00%
	0.00	0.00	0	0.00	0.00	0.00	0.00%
Department Expenditures							
Supplies	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Department Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over	0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents	459.64	459.64	0	459.64	459.64	459.64	

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From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
299 - Special - Other Funds							
3003 - Agri-Nature Center							
Beginning cash and cash equivalents	15,000.00	15,000.00	0	15,000.00	15,000.00	15,000.00	
Revenues							
Contributions - Other	0.00	0.00	0	0.00	0.00	0.00	0.00%
	0.00	0.00	0	0.00	0.00	0.00	0.00%
Department Expenditures							
Improvements	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Department Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents	15,000.00	15,000.00	0	15,000.00	15,000.00	15,000.00	

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Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
299 - Special - Other Funds							
3005 - CARES ACT							
Beginning cash and cash equivalents	0.00	0.00	0	0.00	0.00	0.00	
Revenues							
State Grant - Other	0.00	0.00	0	0.00	50,000.00		0
State Grant - CARES Businesses	0.00	0.00	0	0.00	1,006,425.00		0
	0.00	0.00	0.00	0.00	1,056,425.00	0.00	0
Department Expenditures							
VLR COVID Expenses	0.00	0.00	0	0.00	50,000.00		0
CARES Act Business Grants	0.00	0.00	0	0.00	1,006,425.00		0
Total Department Expenditures	0.00	0.00	0.00	0.00	1,056,425.00	0.00	0
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0.00	0.00	0.00	0.00	0
Ending cash and cash equivalents	0.00	0.00	0	0.00	0.00		

Village of Los Ranchos de Albuquerque
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From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
Summary of Special - Other Funds Revenues and Expenses							
Beginning cash and cash equivalents	9,133.14	9,133.14	0	9,133.14	9,133.14	9,133.14	
Revenues							
Fine Arts	0.00	0.00	0	0.00	0.00	0.00	0.00%
Agricultural Committee	0.00	0.00	0	0.00	0.00	0.00	0.00%
Scenic Byways	0.00	0.00	0	0.00	0.00	0.00	0.00%
Agri-Nature Center	0.00	0.00	0	0.00	0.00	0.00	0.00%
CARES Act	0.00	0.00	0.00	0.00	1,056,425.00	0.00	0.00%
Total Fund Revenues	0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures							
Fine Arts	0.00	0.00	0	0.00	0.00	0.00	0.00%
Agricultural Committee	0.00	0.00	0	0.00	0.00	0.00	0.00%
Scenic Byways	0.00	0.00	0	0.00	0.00	0.00	0.00%
Agri-Nature Center	0.00	0.00	0	0.00	0.00	0.00	0.00%
CARES Act	0.00	0.00	0.00	0.00	1,056,425.00	0.00	0.00%
Total Fund Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over	0.00	0.00	0	0.00	0.00	0.00	#DIV/0!
Other financing sources (uses)							
Operating transfers in	0.00	0.00	0	0.00	0.00	0.00	0.00%
Operating transfers out	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) after other financing sources (uses)	0.00	0.00	0	0.00	0.00	0.00	#DIV/0!
Ending cash and cash equivalents	9,133.14	9,133.14	0	9,133.14	9,133.14	9,133.14	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure								
3116 - Improvements 4th Street - C3193310 (D3310) (Reversion Date 06/30/2022)								
Revenues								
State Grant - Other	37230	61,070.00	0.00	(61,070)	366,420.00	366,420.00	0.00	0.00%
		61,070.00	0.00	(61,070)	366,420.00	366,420.00	0.00	0.00%
Expenditures								
Capital Expenditure - Roadway	48080	61,070.00	0.00	61,070	366,420.00	366,420.00	24,060.00	6.57%
Total Fund Expenditures		61,070.00	0.00	61,070	366,420.00	366,420.00	24,060.00	6.57%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	(24,060.00)	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure								
3117 - Improvements 4th Street -Phase 2 New Appropriation								
Revenues								
State Grant - Other	37230	48,269.00	0.00	(48,269)	482,687.00	482,687.00	0.00	0.00%
		48,269.00	0.00	(48,269)	482,687.00	482,687.00	0.00	0.00%
Expenditures								
Capital Expenditure - Roadway	48080	48,269.00	0.00	48,269	482,687.00	482,687.00	0.00	0.00%
Total Fund Expenditures		48,269.00	0.00	48,269	482,687.00	482,687.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure								
3118 - Improvements 4th Street - NMDOT LGRF HW2 L300267								
Revenues								
State Grant - Other	37230	8,538.00	0.00	(8,538)	68,300.00	68,300.00	0.00	0.00%
		8,538.00	0.00	(8,538)	68,300.00	68,300.00	0.00	0.00%
Expenditures								
Capital Expenditure - Roadway	48080	8,538.00	0.00	8,538	68,300.00	68,300.00	0.00	0.00%
Total Fund Expenditures		8,538.00	0.00	8,538	68,300.00	68,300.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
311 - Capital Project Infrastructure							
Beginning cash and cash equivalents	(732.72)	(24,792.72)	(24,060)	(732.72)	(732.72)	(732.72)	
Revenues							
Improvements 4th St - CN 3193310	61,070.00	0.00	(61,070)	366,420.00	366,420.00	0.00	0.00%
Improvements 4th St - Phase 2	48,269.00	0.00	(48,269)	482,687.00	482,687.00	0.00	0.00%
Improvements 4th St	8,538.00	0.00	(8,538)	68,300.00	68,300.00	0.00	0.00%
	8,538.00	0.00	(8,538.00)	68,300.00	68,300.00	0.00	0.00%
Expenditures							
Improvements 4th St - CN 3193310	61,070.00	0.00	61,070	366,420.00	366,420.00	24,060.00	6.57%
Improvements 4th St - Phase 2	48,269.00	0.00	48,269	482,687.00	482,687.00	0.00	0.00%
Improvements 4th St	8,538.00	0	8,538	68,300.00	68,300.00	0.00	0.00%
Total Fund Expenditures	8,538.00	0.00	8,538.00	68,300.00	68,300.00	24,060.00	35.23%
Excess/(deficiency) of revenues over expenditures	0.00	0.00	0	0.00	0.00	(24,060.00)	0.00%
Ending cash and cash equivalents	(732.72)	(24,792.72)	(24,060)	(732.72)	(732.72)	(24,792.72)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3121 - Agri-Nature Center Improvements - ID 15-0734 (Reversion Date 06/30/2019) - CLOSED								
Revenues								
State Grant - Other	37230	0.00	0.00	0	0.00	0.00	0.00	0.00%
		0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures								
Capital Expenditure - Buildings	48010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over		0.00	0.00	0.00	0.00	0.00	0.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
 From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3122 - Agri-Nature Center Improvements - ID 16-A2397 (Reversion Date 06/20/2020)								
Revenues								
State Grant - Other	37230	0.00	116,241.21	116,241	138,600.00	138,600.00	133,447.27	96.28%
		0.00	116,241.21	116,241	138,600.00	138,600.00	133,447.27	96.28%
Expenditures								
Capital Expenditure - Buildings	48010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	116,241.21	116,241.21	138,600.00	138,600.00	133,447.27	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3123 - Agri-Nature Center Improvements - 19-D2933 (Reversion Date 06/20/2022)								
Revenues								
State Grant - Other	37230	0.00	0.00	0	250,000.00	250,000.00	0.00	0.00%
		0.00	0.00	0	250,000.00	250,000.00	0.00	0.00%
Expenditures								
Capital Expenditure - Buildings	48010	0.00	0.00	0	190,000.00	190,000.00	0.00	0.00%
Land Improvement Expenditures - land	48020	0.00	0.00	0	60,000.00	60,000.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	250,000.00	250,000.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0.00	0.00	0.00	0.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3124 - Agri-Nature Center Improvements - 20 E2486 (Reversion Date 06/20/2022)								
Revenues								
State Grant - Other	37230	0.00	0.00	0	212,000.00	212,000.00	0.00	0.00%
		0.00	0.00	0	212,000.00	212,000.00	0.00	0.00%
Expenditures								
Capital Expenditure - Buildings	48010	0.00	0.00	0	0.00	0.00	0.00	0.00%
Land Improvement Expenditures - land	48020	0.00	0.00	0	212,000.00	212,000.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	212,000.00	212,000.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0.00	0.00	0.00	0.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings								
3125 - Agri-Nature Center Veterans Ag. Equipment 20-C2453								
Revenues								
State Grant - Other	37230	0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
		0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
Expenditures								
Land Improvement Expenditures - land	48020	0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0.00	41,000.00	41,000.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures		0.00	0.00	0.00	0.00	0.00	0.00	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
312 - Capital Project Buildings							
Beginning cash and cash equivalents	(138,851.25)	(121,645.19)	17,206	(138,851.25)	(138,851.25)	(138,851.25)	
Revenues							
Improvements Agri-Nature ID 15-0734	0.00	0.00	0	0.00	0.00	0.00	0.00%
Improvements Agri-Nature ID 16-A2397	0.00	116,241.21	116,241	138,600.00	138,600.00	133,447.27	96.28%
Improvements Agri-Nature ID 19-D2933	0.00	0.00	0	250,000.00	250,000.00	0.00	0.00%
Improvements Agri-Nature ID 20 E 2486	0.00	0.00	0.00	212,000.00	212,000.00	0.00	0.00%
Improvements Agri-Nature ID 20-C2463	0.00	0.00	0.00	41,000.00	41,000.00	0.00	
	0.00	116,241.21	116,241	641,600.00	641,600.00	133,447.27	20.80%
Expenditures							
Improvements Agri-Nature ID 15-0734	0.00	0.00	0	0.00	0.00	0.00	0.00%
Improvements Agri-Nature ID 16-A2397	0.00	0.00	0	0.00	0.00	0.00	0.00%
Improvements Agri-Nature ID 19-D2933	0.00	0.00	0	250,000.00	250,000.00	0.00	0.00%
Improvements Agri-Nature ID 20 E 2486	0.00	0.00	0	212,000.00	212,000.00	0.00	0.00%
Improvements Agri-Nature ID 20-C2463	0.00	0.00	0	41,000.00	41,000.00	0.00	0.00%
Total Fund Expenditures	0.00	0.00	0	503,000.00	503,000.00	0.00	0.00%
Excess/(deficiency) of revenues over expenditures	0.00	116,241.21	116,241	138,600.00	138,600.00	133,447.27	96.28%
Ending cash and cash equivalents	(138,851.25)	(5,403.98)	133,447	(251.25)	(251.25)	(5,403.98)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
380 - Purchase Real Property Reserve Fund								
3801 - Purchase Real Property Fund								
Beginning cash and cash equivalents		459,238.25	459,238.25	0	459,238.25	459,238.25	459,238.25	
Expenditures								
Property Purchase	48040	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over		0.00	0.00	0	0.00	0.00	0.00	0.00%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) after other financing sources (uses)		0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents		459,238.25	459,238.25	0	459,238.25	459,238.25	459,238.25	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
399 - Capital Project - Other							
3900 - Park Land and Plaza Reserve							
Beginning cash and cash equivalents	31,111.81	31,111.81	0	31,111.81	31,111.81	31,111.81	
Revenues							
Cash in Lieu of Land Dedication	36015 0.00	0.00	0	0.00	0.00	0.00	0.00%
	0.00	0.00	0	0.00	0.00	0.00	0.00%
Expenditures							
Other Capital Purchase	48900 0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over	0.00	0.00	0	0.00	0.00	0.00	0.00%
Ending cash and cash equivalents	31,111.81	31,111.81	0	31,111.81	31,111.81	31,111.81	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date				
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget	
401 - General Obligation Bonds								
1830 - General Obligation Bonds								
Beginning cash and cash equivalents	(273,892.00)	(262,153.11)	11,739	0.00	0.00	0.00		
Revenues								
Property Taxes - Current	31500	0.00	0.00	0	261,147.00	261,147.00	6,744.41	2.58%
Property Taxes - Delinquent	31510	756.00	511.08	(245)	10,276.00	10,276.00	2,501.06	24.34%
Total Revenue		756.00	511.08	(245)	271,423.00	271,423.00	9,245.47	3.41%
Expenditures								
Debt Service Principal	49010	0.00	0.00	0	220,000.00	220,000.00	220,000.00	100.00%
Debt Service Interest	49020	0.00	0.00	0	106,290.00	106,290.00	50,887.50	47.88%
Total Fund Expenditures		0.00	0.00	0	326,290.00	326,290.00	270,887.50	83.02%
Excess/(deficiency) of revenues over		756.00	511.08	(245)	(54,867.00)	(54,867.00)	(261,642.03)	476.87%
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	54,866.00	54,866.00	0.00	0.00%
Total other financing sources (uses)		0.00	0.00	0	54,866.00	54,866.00	0.00	0.00%
Excess (deficiency) after other financing sources (uses)		756.00	511.08	(245)	(1.00)	(1.00)	(261,642.03)	0.00%
Ending cash and cash equivalents		(273,136.00)	(261,642.03)	11,494	(1.00)	(1.00)	(261,642.03)	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

	Account No.	Current Period			Year - to -Date			
		Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
410 - General Obligation Bonds Reserve Fund								
4101 - General Obligation Bonds Reserve								
Beginning cash and cash equivalents		862,348.45	862,348.45	0	862,348.45	862,348.45	862,348.45	
Other financing sources (uses)								
Operating transfers in	51001	0.00	0.00	0	0.00	0.00	0.00	0.00%
Operating transfers out	52001	0.00	0.00	0	(54,866.00)	(54,866.00)	0.00	0.00%
Total other financing sources (uses)		<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>(54,866.00)</u>	<u>(54,866.00)</u>	<u>0.00</u>	<u>0.00%</u>
Excess/(deficiency) after other financing sources (uses)		<u>0.00</u>	<u>0.00</u>	<u>0</u>	<u>(54,866.00)</u>	<u>(54,866.00)</u>	<u>0.00</u>	<u>0.00%</u>
Ending cash and cash equivalents		<u>862,348.45</u>	<u>862,348.45</u>	<u>0</u>	<u>807,482.45</u>	<u>807,482.45</u>	<u>862,348.45</u>	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
505 - Agri-Nature Center Farm Camps							
1500 - Farm Camps							
Beginning cash and cash equivalents	63,910.86	64,870.86	960	63,910.86	63,910.86	63,910.86	
Revenues							
Farm camp revenue	0.00	0.00	0	1,920.00	1,920.00	960.00	50.00%
Total Revenue	0.00	0.00	0	1,920.00	1,920.00	960.00	50.00%
Expenditures							
Wages-Temporary	0.00	0.00	0	0.00	0.00	0.00	0.00%
FICA regular	0.00	0.00	0	0.00	0.00	0.00	0.00%
FICA medicare	0.00	0.00	0	0.00	0.00	0.00	0.00%
Worker's Comp. Assessment	0.00	0.00	0	0.00	0.00	0.00	0.00%
Supplies	0.00	0.00	0	0.00	0.00	0.00	0.00%
Miscellaneous Expense	0.00	0.00	0	0.00	0.00	0.00	0.00%
Training	0.00	0.00	0	0.00	0.00	0.00	0.00%
Printing, Publishing, & Advert.	0.00	0.00	0	0.00	0.00	0.00	0.00%
Insurance Workers' Compensation	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Fund Expenditures	0.00	0.00	0	0.00	0.00	0.00	0.00%
Excess/(deficiency) of revenues over	0.00	0.00	0	1,920.00	1,920.00	960.00	50.00%
Ending cash and cash equivalents	63,910.86	64,870.86	960	65,830.86	65,830.86	64,870.86	

Village of Los Ranchos de Albuquerque
Statement of Revenues and Expenditures
From 7/1/2020 Through 9/30/2020

Account No.	Current Period			Year - to -Date			
	Current PTD Budget	Cash Basis PTD Actual	Current PTD Variance	2020/2021 Original	2020/2021 Revised	Cash Basis YTD Actual	% of Total Budget
Summary of Revenues and Expenditures							
Beginning cash and cash equivalents	4,662,438.07	4,974,323.85	311,886	5,178,280.76	5,178,280.76	5,178,280.76	
Revenues							
General Fund	241,564.00	285,966.68	44,403	2,970,842.00	2,970,842.00	695,752.56	23.42%
Correction	0.00	0.00	0	0.00	0.00	0.00	0.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Fire Protection Fund	0.00	0.00	0	93,200.00	93,200.00	59,029.20	63.34%
Law Enforcement Fund	0.00	0.00	0	20,000.00	20,000.00	20,000.00	100.00%
Municipal Street Fund	14,030.00	13,030.04	(1,000)	168,360.00	168,360.00	41,203.21	24.47%
Special - Other Funds	0.00	0.00	0	0.00	0.00	0.00	0.00%
Capital Project Infrastructure	8,538.00	0.00	(8,538)	68,300.00	68,300.00	0.00	0.00%
Capital Project Buildings	0.00	116,241.21	116,241	641,600.00	641,600.00	133,447.27	20.80%
Purchase Real Property Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0.00%
General Obligation Bonds	756.00	511.08	(245)	271,423.00	271,423.00	9,245.47	3.41%
General Obligation Bonds Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Agri-Nature Center Farm Camps	0.00	0.00	0	1,920.00	1,920.00	960.00	50.00%
General Long Term Debt	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Revenues	264,888.00	415,749.01	150,861	4,235,645.00	4,235,645.00	959,637.71	22.66%
Expenditures							
General Fund	211,862.19	232,497.89	(24,876)	2,654,033.13	2,697,660.13	626,366.80	23.22%
Correction	0.00	0.00	0	0.00	0.00	0.00	0.00%
Emergency Medical Service Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Fire Protection Fund	0.00	0.00	0	93,200.00	93,200.00	59,029.20	63.34%
Law Enforcement Protection Fund	0.00	0.00	0	77,000.00	77,000.00	0.00	0.00%
Municipal Street Fund	21,250.00	0.00	21,250	170,000.00	170,000.00	0.00	0.00%
Special - Other Funds	0.00	0.00	0	0.00	0.00	0.00	0.00%
Capital Project Infrastructure	8,538.00	0.00	8,538	68,300.00	68,300.00	24,060.00	35.23%
Capital Project Buildings	0.00	0.00	0	503,000.00	503,000.00	0.00	0.00%
Purchase Real Property Reserve Fund	0.00	0.00	0	0.00	0.00	0.00	0.00%
Capital Project - Other	0.00	0.00	0	0.00	0.00	0.00	0.00%
General Obligation Bonds	0.00	0.00	0	326,290.00	326,290.00	270,887.50	83.02%
Agri-Nature Center Farm Camps	0.00	0.00	0	0.00	0.00	0.00	0.00%
Total Expenditures	241,650.19	232,497.89	4,912	3,891,823.13	3,935,450.13	980,343.50	24.91%
Excess/(deficiency) of revenues over expenditures	23,237.81	183,251.12	160,013	343,821.87	300,194.87	(20,705.79)	-6.90%
Other financing sources (uses)							
Operating transfers in	0.00	29,049.40	29,049	91,866.00	91,866.00	29,049.40	31.62%
Operating transfers out	0.00	0.00	0	(91,866.00)	(91,866.00)	0.00	0.00%
Reversion	0.00	0.00	0	0.00	0.00	0.00	0.00%
	0.00	29,049.40	29,049	0.00	0.00	29,049.40	0.00%
Excess/(deficiency) after other financing sources (uses)	23,237.81	212,300.52	189,063	343,821.87	300,194.87	8,343.61	2.78%
Ending cash and cash equivalents	4,685,675.88	5,186,624.37	500,948	5,522,102.63	5,478,475.63	5,186,624.37	

Ending cash and cash equivalents
\$5,186,624.37

Village of Los Ranchos de Albuquerque

Check/Voucher Register
From 9/1/2020 Through 9/30/2020

<u>Payee</u>	<u>Check Date</u> <u>Check Number</u>	<u>Check Amount</u>	<u>Transaction Description</u>
Advanced Chemical Transport	9/21/2020 44475	10,258.02	Cleanup of chemicals at 605 Toscosa
Advanced Chemical Transport	9/8/2020 44424	19,997.48	Tescosa property clean chemical up
Total Advanced Chemical Transport		<u>30,255.50</u>	
AFC LLC	9/21/2020 44476	22.48	Mounting supplies tennis court dividers
Total AFC LLC		<u>22.48</u>	
AIRPRO	9/8/2020 44425	2,946.50	Swamp cooler maintenance
Total AIRPRO		<u>2,946.50</u>	
Albuquerque Bernalillo County	9/8/2020 44423	5,004.39	Monthly water bills
Total Albuquerque Bernalillo County		<u>5,004.39</u>	
Albuquerque Power Equipment	9/21/2020 44473	6.23	Under paid invoice 142378 by 6.23
Total Albuquerque Power		<u>6.23</u>	
Albuquerque Publishing Co.	9/21/2020 44474	988.60	Advertisements for August 2020
Total Albuquerque Publishing Co.		<u>988.60</u>	
Atlas Pumping Company, Inc.	9/21/2020 44477	1,000.00	4 hours Hydro excavator operation
Total Atlas Pumping Company, Inc.		<u>1,000.00</u>	
AutoZone, Inc.	9/21/2020 44478	43.92	Castrol Motor oil
Total AutoZone, Inc.		<u>43.92</u>	
Bank of America	9/8/2020 44426	7,923.54	Credit card purchases
		<u>7,923.54</u>	
Bank of America Merchant SVRS	9/2/2020 902546009237951	215.16	Merchant services fee for SU machine
Total Bank of America Merchant SVRS		<u>215.16</u>	
Bob Garrecht Supply Inc.	9/21/2020 44479	12.68	Water valve stop kit for tennis court restroom
Total Bob Garrecht Supply Inc.		<u>12.68</u>	
Bradbury Stamm Construction	9/8/2020 44427	45,316.32	Agri-nature utility improvements final payments
Total Bradbury Stamm Construction		<u>45,316.32</u>	
CenturyLink	9/8/2020 44428	168.76	Phone bill for stroage units
Total CenturyLink		<u>168.76</u>	
City of ABQ HR Div	9/8/2020 44429	7,923.54	Health insurance premium
Total City of ABQ HR Div		<u>7,923.54</u>	
Christian's Automotive, Inc.	9/21/2020 44480	52.57	Oil change on Expedition
Total Christian's Automotive, Inc.		<u>52.57</u>	
Comcast	9/21/2020 44481	141.55	Internet for Agri-nature center
Comcast	9/8/2020 44430	360.28	Internet for Village Hall & Ag Center
Total Comcast		<u>501.83</u>	
Davis Vision, Inc.	9/8/2020 44431	84.90	Vision insurance
Total Davis Vision, Inc.		<u>84.90</u>	
De Lage Landen	9/8/2020 44432	511.96	Period of performance 9/1/20-9/30/20
De Lage Landen	9/21/2020 44482	24.96	Sales tax adjustment
Total De Lage Landen		<u>536.92</u>	
Document Solutions, Inc.	9/8/2020 44433	355.06	Contract overage charge for the 7/17/20 to 8/16/20 period
Document Solutions, Inc.	9/21/2020 44483	267.63	Contract overage charges for 8/17-9/16 period
Total Document Solutions, Inc.		<u>622.69</u>	
Facility Solutions Group	9/21/2020 44484	77.82	250W Street light, light bulbs
Total Facility Solutions Group		<u>77.82</u>	

Village of Los Ranchos de Albuquerque

Check/Voucher Register

From 9/1/2020 Through 9/30/2020

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>	<u>Transaction Description</u>
Firebird Fuel	9/21/2020	44485	88.28	Fuel
Total Firebird Fuel			<u>88.28</u>	
Fred K Radosevich	9/8/2020	44444	1,364.94	Billing for August, 2020
Total Fred K Radosevich			<u>1,364.94</u>	
G & T Auto	9/8/2020	44434	364.64	Fuel for August
Total G & T Auto			<u>364.64</u>	
Grainger	9/8/2020	44435	31.25	ADA handle for tennis court in mens bathroom
Grainger	9/21/2020	44486	46.90	Master rebuild kit for handle in tennis court bathroom
Total Grainger			<u>78.15</u>	
Highway Supply LLC	9/8/2020	44436	478.80	Hazard panel markers
Highway Supply LLC	9/8/2020	44436	498.35	Replacement of damaged street signs
Total Highway Supply LLC			<u>977.15</u>	
Home Depot Credit Services	9/21/2020	44488	119.58	Maintenance supplies
Home Depot Credit Services	9/8/2020	44437	130.63	Supplies for tennis divider net and hand ball court
Total Home Depot Credit Services			<u>250.21</u>	
Internal Revenue Service	9/11/2020	091120	6,512.24	941 tax deposit for payroll paid on 9/11/2020
Internal Revenue Service	9/25/2020	91232119	6,578.82	941 tax deposit for payroll paid on 9/25/2020
Total Internal Revenue Service			<u>13,091.06</u>	
Kaufman Fire Protection	9/21/2020	44489	483.47	Dry valve test and backflow certificate
Total Kaufman Fire Protection			<u>483.47</u>	
Kiki's Tree Service	9/21/2020	44490	1,833.43	Removal of damaged tree on Chavez Road
			<u>1,833.43</u>	
Kiko Jeantette	9/21/2020	44471	50.41	Reimbursements for tech items for village hall
Total Kiko Jeantette			<u>50.41</u>	
Maria G Castillo-Rinaldi	9/8/2020	44445	4,702.85	Professional services/ project management from 7.21 to 8.28
Total Maria G Castillo-Rinaldi			<u>4,702.85</u>	
Mike's Carpet Service, LLC	9/8/2020	44438	187.58	Insall glue down carpet and base in Mayor's office
Total Mike's Carpet Service, LLC			<u>187.58</u>	
Mutual of Omaha Insurance Comp	9/8/2020	44439	51.39	Short term disability insurance
Total Mutual of Omaha Insurance Comp			<u>51.39</u>	
myIT	9/21/2020	44491	4,999.99	Monthly server hosting and backup
Total myIT			<u>4,999.99</u>	
New Mexico Gas Company	9/21/2020	44492	198.52	Monthly gas bills
Total New Mexico Gas Company			<u>198.52</u>	
NM State Treasurer-PERA	9/11/2020	44470	5,404.65	Municipal Plan #2 for payroll paid on 9/11/2020
NM State Treasurer-PERA	9/25/2020	44521	5,404.65	Municipal plan #2 for payroll paid on 9/25/2020
Total NM State Treasurer-PERA			<u>10,809.30</u>	
North Valley Auto Repair	9/8/2020	44440	438.78	repacked wheel bearings on F-350
Total North Valley Auto Repair			<u>438.78</u>	
Office Depot	9/21/2020	44493	59.35	Supplies and notary stamp
Office Depot	9/8/2020	44441	500.70	Office supplies
Total Office Depot			<u>560.05</u>	
Plants of The Southwest (ABQ)	9/21/2020	44494	261.90	Fruit Trees
Plants of The Southwest (ABQ)	9/8/2020	44442	58.08	Seeds
Total Plants of The Southwest			<u>319.98</u>	

Village of Los Ranchos de Albuquerque

Check/Voucher Register From 9/1/2020 Through 9/30/2020

<u>Payee</u>	<u>Check Date</u>	<u>Check Number</u>	<u>Check Amount</u>	<u>Transaction Description</u>
PNM	9/21/2020	44496	3,863.58	Monthly Electric bills
PNM	9/8/2021	44443	17.86	Monthly Electric bills
Total PNM			<u>3,881.44</u>	
Raul Candelaria	9/8/2020	44451	2,000.00	Bookkeeping services at storage units from 9/1/20-9/15/20
Raul Candelaria	9/21/2020	44472	2,000.00	Bookkeeping services at storage units from 9/16/20-/30/20
Total Raul Candelaria			<u>4,000.00</u>	
Ruiz, Diego	9/8/2020	44452	1,595.74	Refund of application
Total Ruiz, Diego			<u>1,595.74</u>	
Southern Tire Mart, LLC	9/8/2020	44446	574.27	Tires for F350 truck
Total Southern Tire Mart, LLC			<u>574.27</u>	
Square Processing Fee			91.72	September square processing fees
Total Square Processing Fee			<u>91.72</u>	
Stelzner, Winter, Warburton	9/21/2020	44497	9,466.20	General Counsel Services for August 2020
Stelzner, Winter, Warburton	9/8/2020	44447	19,363.46	General counsel services for July 2020
Total Stelzner, Winter, Warburton			<u>28,829.66</u>	
Taxation & Revenue	9/24/2020	44522	1,829.83	NM Withholding tax for September 2020
Taxation & Revenue	9/24/2020	44523	90.30	Worker's Compensation Fee for 7/1/2020-9/30/2020
Total Taxation & Revenue			<u>1,920.13</u>	
Verizon Wireless	9/8/2020	44448	282.63	Phone and tablet charges
Total Verizon Wireless			<u>282.63</u>	
Woode EIS Inc.	9/21/2020	44498	123.88	Professional services rendered through 8/28/20
Woode EIS Inc.	9/8/2020	44450	2,645.68	Professional services through 7/31/20
Total Woode EIS Inc.			<u>2,769.56</u>	
Report Total			<u>188,499.68</u>	
Payroll	9/11/2020		21,777.58	
Payroll	9/25/2020		22,220.63	
Report Total			<u>232,497.89</u>	
Cash Report Expenditures			232,497.89	

8. FINANCIAL BUSINESS

**B. DISCUSSION AND APPROVAL OF RESOLUTION NO.
2020-10-01; BUDGET ADJUSTMENT REQUEST (BAR)**

STATE OF NEW MEXICO
VILLAGE OF LOS RANCHOS DE ALBUQUERQUE
RESOLUTION NO. 2020-10-01
BUDGET ADJUSTMENT REQUEST; FY 2020/2021

WHEREAS, the Governing Body in and for the Village of Los Ranchos de Albuquerque, State of New Mexico, developed a budget for fiscal year 2020/2021; and

WHEREAS, after a complete review and analysis of fiscal year 2020/2021 year-to-date and projected revenues and expenditures, management is recommending budget revisions related to the CARES ACT Grant from the Federal Government; and

WHEREAS, the budget revisions are necessary, and funds are available from the appropriate sources; and

WHEREAS, after approval from the Department of Finance and Administration, Local Government Division, the recommended action shall be taken, and all necessary adjustments shall be made; and

WHEREAS, at a regular meeting of the Board of Trustees of the Village of Los Ranchos de Albuquerque, held on October 14, 2020, the recommended revisions to the budget was discussed.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Body of the Village of Los Ranchos de Albuquerque, State of New Mexico, that the 2020/2021 Fiscal Year Budget is revised as reflected in the "Schedule of Budget Adjustments for Fiscal Year Ending June 30, 2021" attached to this resolution.

PASSED, APPROVED, AND ADOPTED by the Village of Los Ranchos de Albuquerque Board of Trustees this 14th day of October 2020.

{SEAL}

APPROVED:

Donald T. Lopez, Mayor

ATTEST:

Danielle Sedillo-Molina, Clerk

Village of Los Ranchos de Albuquerque
Schedule of Budget Adjustments for Fiscal Year Ending June 30, 2021
Resolution 2020-10-01

<i>Account Description</i>	<i>Account</i>	<i>Fund</i>	<i>Dept</i>	<i>Current Budget</i>	<i>Adjustment</i>	<i>Revised Budget</i>
State Grant - Other	37230	299	3005	0.00	50,000.00	50,000.00
State Grant - CARES Businesses	37234	299	3005	0.00	1,006,425.00	1,006,425.00
VLR COVID Expenses	46017	299	3005	0.00	50,000.00	50,000.00
CARES Act Business Grants	46070	299	3005	0.00	1,006,425.00	1,006,425.00

This bar is to increase line items related to the CARES act grant from the federal government. This is two separate amounts as one portion is for the Village COVID related expenses and one line item is for the small business grants.

9. PUBLIC HEARINGS

A. SDP 20-04 A REQUEST BY DOUG & VALERIE VELHAGEN FOR FINAL SITE DEVELOPMENT PLAN APPROVAL OF A RESIDENTIAL SITE DEVELOPMENT PLAN FOR A DEVELOPMENT IN THE C-1 ZONE IN THE FOURTH STREET CHARACTER AREA. THE PROPERTY IS LOCATED AT 320 ROEHL RD NW AND IS LEGALLY KNOWN AS LOT 1 VELHAGEN VALLEY ESTATES BEING A REPLAT OF TRACTS 165B1B1 & 165B2A2A MRGCD MAP NO. 27, SITUATE WITHIN PROJECTED SECTION 21, T. 11 N., R. 3 E., N.M.P.M. ELENA GALLEGOS GRANT, BERNALILLO COUNTY, NEW MEXICO, AS FILED IN THE OFFICE OF THE BERNALILLO COUNTY CLERK ON JULY 13, 2020. THE PROPERTY CONTAINS 0.5175 ACRES MORE OR LESS.

BOARD OF TRUSTEES
PLANNING REPORT

Village of Los Ranchos • 6718 Rio Grande Blvd. NW • (505) 344-6582 Fax 344-8978

DATE ISSUED: September 15, 2020

REPORT NO. PZ-20-53

File: SDP-20-04

ATTENTION: Village of Los Ranchos Board of Trustees

SUBJECT: A request for final Site Development Plan approval of a Residential Site Development Plan for a development in the C-1 Zone in the Fourth Street Character Area.

APPLICANT: Doug & Valerie Velhagen

LOCATION AND LEGAL:

The property is located at 320 Roehl Rd NW and is legally known as Lot 1 Velhagen Valley Estates Being a Replat of Tracts 165B1B1 & 165B2A2A MRGCD Map No. 27, situate within projected section 21, T. 11 N., R. 3 E., N.M.P.M., Elena Gallegos Grant, Bernalillo County, New Mexico, as filed in the Office of the Bernalillo County Clerk on July 13, 2020. The property contains 0.5175 acres more or less.

PROJECT:

The applicant desires to built two two-story four-plexes. There are eleven additional parking spaces in front of the units.

The applicant has a conditional use permit (CU 20-05), approved June 22, 2020, for multi-family residential, with a minimum of ten (10) dwelling units per acre and a maximum of twenty (20) dwelling units per acre. The applicant also has a Variance (V 20-03) from §9.2.12(E)(3)(b) to allow for the second floor square footage of the buildings to be 80% of the first floor square footage instead of 60%.

The sketch plat review occurred administratively during the subdivision process. The applicant replatted the lot lines as is required by §9.4.3(F) for MRGCD Tracts.

The Planning & Zoning Commission voted 7-0 to forward a recommendation of approval.

SURROUNDING AREA:

North – C-1 and R-2

East – R-3

South – R-2

West – C-1

RELEVANT CODE LANGUAGE:

§9.2.12 C-1 RETAIL COMMERCIAL ZONE

(B) USES.

Residential (as qualified below)	P
Multi-Family (including Assisted living, etc.) with a minimum of ten (10) dwelling units per acre and a maximum of twenty (20) dwelling units per acre.	C

(D) AREA REGULATIONS.

(2) Setback limits for residential buildings.

(a) For any residential or mixed use building other than single family detached dwellings, the minimum setback (including swimming pools) is:

Front	five (5) feet minimum
Side	zero (0) feet minimum
Rear	fifteen (15) feet minimum

(E) HEIGHT LIMITATIONS.

(3) Multi Story Buildings (Residential/Mixed Use) shall not exceed thirty-nine (39) feet in height measured from the pre-development grade to the top of the pitch, top of the parapet or top of the mansard roof line.

(b) The square footage of the second floor of condominiums and townhouse common wall units shall be limited to a total of sixty percent (60%) of the square footage of the first-floor Enclosed Area, as defined by §9.2.3(B).

(F) FENCES AND WALLS.

(3) No solid wall or solid fence located within the front yard setback area more than four (4) feet in height will be permitted.

(4) No solid wall or solid fence shall be located within the clear sight triangle of a driveway or public or private road or driveway and a public or provide right-of-way.

(G) EXISTING STRUCTURE. If in a Site Development Plan approval an existing structure(s) is to be demolished, the demolition must be completed within one (1) year of the final approval of the Site Development Plan.

(H) DESIGN REGULATIONS.

(2) Windowless walls shall not be permitted facing a public street. ...

(4) The primary entry of all buildings shall open onto a sidewalk readily accessible to the public. Secondary entries may be accessible from private parking lots.

(I) OFF STREET PARKING REGULATIONS.

(1) Parking is permitted at the side and rear of a building. Parking cannot be located between the front of the building and the public sidewalk.

(2) The minimum requirements for off-street parking spaces for property shall be as follows:

Use	Required off street parking spaces
Residential	One (1) space per residence

§9.2.25 APPLICATION AND APPROVAL PROCESS

(4) Site Development Plan

(b) Applications.

- (1) The application for Site Development Plan shall include a document package with the following:
 - a. The application form as designed by the Planning and Zoning Department, which includes but is not limited to a Zone Classification and Permissive Uses, Character Area and proposed land use.
 - b. Grant/Warranty Deed or Letter of Agent. Verification of proof of ownership – Legal description.
 - c. Current property tax record from Bernalillo County Assessor.
 - d. Required Site Development elements of §9.2.25(E)(3) below.

(f) Site Development Plans shall include the following: (data sheets may be combined)

1. Existing Conditions Plan requirements

- a. Address of Property (Los Ranchos de Albuquerque);

- b. Site Map;
- c. Existing buildings and disposition;
- d. Existing contour elevations and spot elevations at access points;
- e. Existing trees, landscaping, outcroppings, etc.;
- f. Existing utilities, power poles, transformers, right-of-ways and easements;
- g. Adjacent street names;
- h. Other appurtenances that exist which impact the development (wells, walls, ditches etc.); and
- i. Archeological or historical data and clearance if required from State Historic Preservation Office;

2. Site Plan

- a. Vicinity map with north arrow;
- b. Lot dimensions, setbacks, and easements;
- c. Data for total site area, disturbed area, and total impervious area;
- d. Ingress/egress to the property and access to proposed structures thereon, with particular reference to automobile and pedestrian safety;
- e. Pedestrian walkways.

3. Sign Requirements

- a. Placement of all signs.
- b. Size and type of signs (must be permitted separately and follow §9.2.22 for Signs)

4. Exterior lighting locations, type of lighting

5. Mailbox locations;

6. Bike rack locations;

7. Building plans/elevations;

- a. Total proposed square footage for all structures;
 - i. Individual square footage per structure marked on plans. (Heated and unheated, covered patios and walkways).
- b. Proposed use of space;
 - i. Restaurants must meet State Environmental Health requirements.
- c. Four direction exterior elevation plans;
- d. Height from final grade – marked on plans;
- e. Exterior materials and colors; and
- f. Exterior equipment (including roof mounted).

(g) Grading and Drainage Plan – NPDES Stormwater Management Plan

- 1. Vicinity map and north arrow;
- 2. FEMA Floodplain data, benchmark data and legend;
- 3. A complete Grading and Drainage Plan (EPA NPDES Stormwater Management Plan) which will be forwarded to the building permitting process as follows:
 - a. A topographic survey and grading plan with final elevation contours to be achieved by grading.
 - i. All grade and spot elevations at access points.
 - b. Stormwater management measures;
 - i. Selected to best accommodate the specific geologic, hydrologic, and topographic features of the land to be developed.
 - c. Stormwater runoff peak flow rate;
 - i. Determined by the one hundred (100) year, six (6) hour storm event.

- ii. Calculation of the runoff peak flow rate may approximate the event from available data.
- d. On-site control measures;
 - i. These may include, but are not limited to, the use of detention or retention basins and active and passive water harvesting techniques including swales, berms, cisterns, check dams, vegetative ground cover, and other techniques appropriate for retaining and infiltrating water on-site.
- e. All water containment in structures that have water open to the air;
 - i. Shall empty within twenty four (24) hours through approved outlet structures designed to ensure a controlled release of water that will not cause flooding or erosion or shall empty within ninety-six (96) hours through percolation or natural infiltration.
 - ii. Percolation tests or other means of demonstrating that containment structures will empty within ninety-six (96) hours may be required.
- f. Infiltration, detention, and retention basins;
 - i. Shall provide a means of controlling and removing sediment.
 - ii. Methods may include sedimentation settling ponds, sediment traps, filters on drop inlets, or other methods.
 - iii. All basins shall be designed to empty within no more than 24 hours with approved outlet, or within 96 hours as per §9.2.25(E)(3)(g)(3)(e)(1). Vector control for mosquitoes, other insects and rodents shall be maintained.
- g. Wherever possible, retention water shall be used for the irrigation of vegetation for landscaping;
- h. No stormwater runoff shall be routed into public irrigation ditches, canals, acequias or private ditches;
 - i. No stormwater runoff shall be permitted to enter streets, public or private or public or private adjacent property.
- i. A roof run-off drainage plan;
- j. In-flow of runoff from adjacent properties; and
- k. A post construction maintenance plan.

(h) Roadway Standards

1. Traffic control mechanisms;
 - a. Traffic Impact Study may be required.
2. The Village retains the right to limit access to major arterials from private drive ways and proposed developments when:
 - a. The house does not front on a major arterial (Rio Grande Blvd., Fourth Street, Montano, Osuna, Guadalupe Trail, etc.) as designated by the Village.
 - b. The house is part of a subdivision with internal streets used for ingress and egress by the subdivision.
 - c. Right of way can be obtained via a subsidiary street.
 - d. Granting right-of-way constitutes a safety hazard, would contribute to congestion and is contrary to the public welfare.
3. **Roadway Specifications**
 - a. Standard curbs and gutters are not allowed, in order to maintain the rural, agricultural nature of the Village, except when:
 - i. The Grading and Drainage Stormwater Management plan requires curb and gutter as a necessary part of the plan; or
 - ii. The streets are part of a state, federal or local infrastructure improvement.
 - b. Public roadways shall meet Urban Residential Street specifications per Attachment §9.2.25(E)(4)(h)(3)(b).

- c. Private paved roadways shall meet Paved Private Way specifications per Attachment §9.2.25(E)(4)(h)(3)(b); or approved alternative.
- d. Private graveled roadways shall meet Graveled Private Way specification per Attachment §9.2.25(E)(4)(h)(3)(d).
- e. Rolled curb and gutter may be approved on a case by case basis.

(i) Parking Requirements and parking lot design

- 1. Required number of parking spaces and dimensions;
- 2. Required number of handicapped parking spaces and dimensions;

(j) Loading and docking areas;

(k) Paved parking lots meeting the Paved Private Way specifications of Attachment 1; and

(l) Unpaved parking lots meeting the Graveled Private Way specification of Attachment 2.

(m) Trash receptacles

- 1. Dumpsters must be placed on a concrete pad and be enclosed and gated, away from abutting neighborhoods or special considerations for the neighborhood, such as screening, must be employed.

(n) Landscaping Plan

- 1. Must meet Section 19 Landscaping.

(o) Utilities Plan.

- 1. Sewer and water availability statement from ABCWUA; and
- 2. Location of existing and proposed fire hydrants approved by the Fire Department.

(p) Lighting Plan

- 1. Must meet current provisions in Section 20 for Dark Skies.

(q) Signage Plan (separate permit required)

- 1. Must meet current provisions in Section 22 for Signs.

(r) Site Development Plan must meet all Fire Department requirements.

(s) Additional Requirements. Any change in use which would require additional parking and/or any alteration or addition to the site of any structure upon the site, shall require the re-submittal of an application and approval as required by this Section.

- 1. The Planning Director/Commission/Board may require additional information on the economic, noise, glare or odor effects of the proposed use on adjoining properties and the overall health and safety of the community.

ANALYSIS:

C-1 Requirements:

Height Limitations: The height of the buildings is less than the maximum 39 feet and the applicant has a variance (V 20-03) for the requirement of the second floor being limited to a total of 60% of the first-floor enclosed square footage, instead limited to around 80% of the first-floor enclosed square footage. The applicant has proposed slight amendments to the second floor square footage, extending the front façade of two of the units about 4 feet, to mirror two other units, which is still less than 80% of the first-floor enclosed square footage.

Fence and Walls: The proposed height of the fences and walls comply, with 6' on the side and rear

and 6' around the front. The front fence is behind the front setback, and therefore can be solid more than 4' high.

Design Regulations: The plan meets the design regulations in the C-1 section of the code. With §9.2.21 on style design regulations, the applicant meets the design regulations with the proposed colors and style shown on the elevations and the example development (photo attached). The style of the buildings is Northern New Mexico/Ranch, with pitched roofs, awnings, and stucco. The colors will be muted.

§9.2.25(4)(b)(1) Site Development Plan Application

- a. Attached.
- b. Attached.
- c. Attached. 2019 tax bill, shows prior owners.
- d. See below.

§9.2.25(4)(f) Site Development Plan

- (1) The existing conditions of the site are shown on the site plan. The lot is vacant except for one building that will be demolished. Requirement i is not necessary.
- (2) The requirements for the site plan are included.
- (3) No signage is proposed. Any future signage will be required to comply with the Sign Ordinance §9.2.22 and will require separate permits.
- (4) Building security lighting is noted on the plans around the building. Outdoor lighting is noted to comply with the Dark Skies Ordinance §9.2.20.
- (5) Mailbox locations are shown adjacent to Roehl Road, accessible to USPS.
- (6) One proposed bike rack with three bars is shown.
- (7) Total square footage, proposed uses, elevations, height from final grade, and exterior materials and colors are shown. The colors shown on the elevation are not the final colors. Example colors are shown with an example existing development.

§9.2.25(4)(g) NPDES Grading and Drainage Plan

The site plan shows a detention pond on the east and south sides, coinciding with some landscaping. The Grading and Drainage Plan was done by a Licensed Professional Engineer. The Village Designated Engineer has reviewed the plan and noted any corrections that need to be made. The corrected plan is attached.

§9.2.25(4)(h) Roadway Standards

There are no proposed roads through the site. Access to the site will be through two ingress/egresses on Roehl Road. A Traffic Impact Study is not required.

§9.2.25(4)(i) Parking Requirements and Parking Lot Design

The parking is located at the front of the buildings to better provide emergency vehicle access, waste vehicle access, and potential loading/docking areas for moving residents. §9.2.12(I)(1) does not allow parking between the front of a building and the public sidewalk, however there is no sidewalk along Roehl Road, and sidewalk will be in front of the buildings.

Per §9.2.12(I)(2) and §9.2.18, the parking requirements for this site are as follows:

Residential: 1 space per residence
8 residences → 8 spaces

The site plan shows 10 parking spaces in garages and 11 open parking spaces, one of which is ADA accessible, in compliance with §9.2.18(G) Parking for Physically Challenged Motorists:

2% of non-residential parking spaces but not less than one (1) space shall be set aside for the

physically challenged.

The width and length requirements for all parking spaces are met.

§9.2.25(4)(j) Loading and docking areas are not specified but appear to be available temporarily in the parking spaces in front of the residences should residents have moving vans.

Both **§9.2.25(4)(k)** and **§9.2.25(4)(l)** must be met.

§9.2.25(4)(m) Trash Receptacles

The site plan notes the location of dumpsters on a concrete pad, enclosed, gated, and screened with the surrounding walls. Trash receptacles are required to be accessible by Waste Management and appear to be accessible.

§9.2.25(4)(n) Landscape Plan

15% of the unbuilt area is required to be landscaped. The landscape plan shows landscaping well beyond the 15% required. Subtracting just the building square footage from the total lot, 15% is 3,032 square feet. 758 square feet of the gravel driveway counts towards landscaping. The front planters along Roehl Rd add about 500 square feet, and the planters in the middle of the parking and the planters between the units add about 1,000 square feet. With about 900 square feet of landscaping in the required landscape buffer between C-1 and residentially zoned properties on the east side, the plan meets the landscaping requirements, not including the landscaping in the residences' backyards and the landscaping on the west of Building B.

Maintenance is noted to be an automatic drip irrigation system. The number of trees well exceeds the required number (1 per 500 square feet of landscaping required) of 5, with 17 trees, not including the 8 existing.

§9.2.25(4)(o) Utilities Plan

The applicant has a statement confirming water and sewer availability. The applicant will install a fire hydrant on the north side of the property.

§9.2.25(4)(p) Lighting Plan

Exterior security lighting is noted to be on a timer and comply with the Dark Skies Ordinance. All proposed and future exterior lighting for the site must be compliant with the Dark Skies Ordinance §9.2.20.

§9.2.25(4)(q) Signage Plan

No signage is proposed. Any future signs on the site must be compliant with the Sign Ordinance §9.2.22 and will require separate permits.

§9.2.25(4)(r) The applicant must meet Bernalillo County Fire Department requirements.

§9.2.25(4)(s) For future changes in use that require additional parking, alter or add to the structures on the site will require resubmittal of an application and approval.

DEPARTMENT RECOMMENDATION AND FINDINGS:

The Planning and Zoning Department recommends the Board of Trustees approve the Residential Site Development Plan for a development in the C-1 zone in the Fourth Street Character Area with the following Conditions and Findings:

Conditions:

1. §9.2.25(4)(k) and §9.2.25(4)(l) on Paved Private Way and Gravel Private Way specifications must be met.
2. Demolition of any existing structure(s) must be completed within one year of final Site Development Plan approval.
3. Any future signage must comply with the Sign Ordinance and sign permits must be obtained.
4. Exterior lighting must comply with the Dark Skies Ordinance §9.2.20.
5. The final site development plan must meet Bernalillo County Fire Department requirements.
6. Construction shall meet all current Village, County, and State Codes.
7. The final site development plan must be executed by the applicant.

Findings:

The proposed development meets the requirements of §9.2.12 C-1 Retail Commercial Zone.

The site development plan meets §9.2.25(4)(f-s) and is supported by the Village Master Plan.

2035 Master Plan

2.1 Village Form Goal

Policy A: Create and maintain a cohesive Village form in public and private development to maintain a rural atmosphere.

- Enforce Village zoning and Ordinance requirements
- Encourage residential development that preserves Village built and natural form

Policy B Action Steps:

- Maintain the design, landscaping, and development standards for commercial and mixed-use development along Fourth Street

4.1 Environment Goal

4.1.1 Policies & Action Steps:

- Provide residents information on native, non-invasive, low-water use, low-pollen, or drought-resistant plants, planting, and maintenance techniques
 - o Encourage the planting of said trees and plants where appropriate as noise buffers, to improve air quality, and as replacements for older trees to maintain Village character

8.1 Residential Development Goal

The goal is to sustain the Village as a semi-rural multigenerational community through residential development in keeping with Village scale and character, in particular the agricultural, historic, and open expanses characteristics of the Village.

Policy A: Enforce zoning and ordinance requirements in residential and mixed-use areas.

Action Steps:

- Continue to allow higher density, multi-family, and mixed-use residential development in some appropriate residential zones.


10.1 Transportation Goal

Policy B Action Steps:

- Reduce impact from roads by encouraging the installation of visual and sound buffers between residential areas and roads

- o Encourage the use of natural or aesthetically appropriate buffers

Public notice requirements have been met by publication in the Albuquerque Journal on September 22, 2020. The Public Notice was sent by mail to all neighbors within 300 feet of the property on September 22, 2020.



Tiffany Justice
Director, Planning and Zoning Department

Date: September 15, 2020

Attachments:
Application
Ortho Map
Zone Map

Village of Los Ranchos de Albuquerque
6718 Rio Grande Boulevard NW
Los Ranchos de Albuquerque, NM 87107
Phone: (505) 344-6582 Fax: (505) 344-8978

FOR OFFICIAL USE	
Zone _____	SDP # _____
Special Conditions <input type="checkbox"/>	

**APPLICATION FOR SITE DEVELOPMENT PLAN – FINAL
(Heard by Board of Trustees)**

Address of Property 320 ROEHL RD NW Zip 87107
Los Ranchos de Albuquerque

Closest Cross Streets 4th & RANCHITOS

Subdivision VELHAGEN VALLEY ESTATES Block _____ Lot No. 1

Tract No. _____ MRGCD Map No. _____ Acreage of Property .51

PROPERTY OWNER DOUG & VALERIE VELHAGEN (320 ROEHL ROAD LLC)

Home/Mailing address 320 CANONCITO DR NE ALBQ Zip 87122
Street City

Telephone _____ Cell 505 350 2650 Fax _____

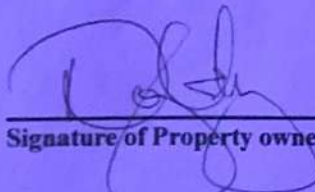
CONTRACTOR AGENT OR FIRM

Name _____ License NO. _____

Business Name _____

Mailing address _____ Zip _____

Telephone _____ Cell _____ CRS-1 on file Yes
 No



Signature of Property owner (or submit affidavit of agent)

8-6-2020

Date

Signature of Contractor/Agent

Date

The Village of Los Ranchos de Albuquerque does not take responsibility for information on or enforcement of, restrictive covenants on said property.

Preliminary Site Development Plans approved with Conditions through (see attached individualized items. Final approval of the Site Development Plan must address these items.

ALL FEES GENERATED BY THIS REQUEST ARE THE RESPONSIBILITY OF THE APPLICANT AND ARE DUE AND PAYABLE UPON NOTICE FROM THE VILLAGE.

Final Application submittal: Meet with Planning staff for instruction

20 Cañoncito Dr. NE
Albuquerque, NM 87122

Village of Los Ranchos de Albuquerque
Planning & Zoning Commission
6718 Rio Grande Blvd. NW
Los Ranchos, NM 87107

July 21, 2020

Re: Letter of Intent: 320 Roehl Rd. NW, Los Ranchos, NM 87107

Dear Village of Los Ranchos Planning & Zoning Commission,

The intent of this letter is to respectfully request approval for our proposed Site Development Plan.

Our proposed site plan is to build rental housing in the form of eight townhouses (not apartments) with individual garages, which will complement and enhance the unique character and charm of the Los Ranchos community, create opportunity for support of local businesses, and add to the revitalization effort of the North 4th Street area.

Article 9.2.12 C-1 Retail Commercial Zone for the Village of Los Ranchos, Part B Use Table delineates that residential townhouses are permissive “with a minimum of ten (10) dwelling units per acre and a maximum of twenty (20) dwelling units per acre.” **As the property in question is .51 acre, our proposed building plan of eight (8) townhouses (two (2) separate four (4)-plexes) meets these requirements.**

Our intent with this conditional use request for our townhome project is to create a gradual transition between 4th Street (commercial) and the low density (residential) area to the east. We have already received an approved Fire1 plan from the Fire Department and will be adding a public use fire hydrant to our property.

Thank you very much for your consideration.

Sincerely,

Doug and Valerie Velhagen
constructionzone.dv@gmail.com (505) 350-2650

Planning & Zoning Commission
Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd.
Los Ranchos, NM. 87107

Doug and Valerie Velhagen
20 Canoncito Dr. NE.
Albuquerque, NM. 87122

Attn; Tiffany Justice (505) 344-6582 ext. 105

Re; Site Plan Development Approval Response: Revisions:  08-15-2020
8 Unit Townhomes (Velhagen Valley Estates)
320 Roehl Rd.
Los Ranchos, NM. 87107

Conditions:

Item 1; The NPDES Grading and Drainage Plan must be corrected per the Village Designated Engineer's review for approval of the final site development plan.

Response: Refer to Civil Document's

Item 2; The parking dimensions must be corrected with a 20' length.

Response: See Site Plan Sht. A101 for revision cloud/delta 1, corrected parking stall and drive aisle dimensions.

Item 3; Verification of water and sewer availability must be provided for the final site development plan.

Response: By Owner

Item 4; §9.2.25(4)(k) and §9.2.25(4)(l) showing the Paved Private way and Gravel Private Way specifications must be included on the final site development plan.

Response: Refer to Civil Document's for spec's. See Site Plan Sht. A101 General Notes for revision cloud/delta 1 added note 'G'.

Item 5; Demolition of any existing structure(s) must be completed within one year of the final Site Development Plan approval.

Response: See Site Plan Sht. A101 General Notes for revision cloud/delta 1 added note 'H'.

Item 6; Any future signage must comply with the Sign Ordinance and sign permits must be obtained.

Response: See Site Plan Sht. A101 General Notes for revision cloud/delta 1 added note 'I'.

Item 7; Exterior lighting must comply with the Dark Skies Ordinance §9.2.20.

Response: See Site Plan Sht. A101 General Notes 'D' and existing corresponding plan notes. See Site Plan Sht. A101 General Notes for revision cloud/delta 1 added note 'J'.

Item 8; The final site development plan must meet Bernalillo County Fire Department requirements.

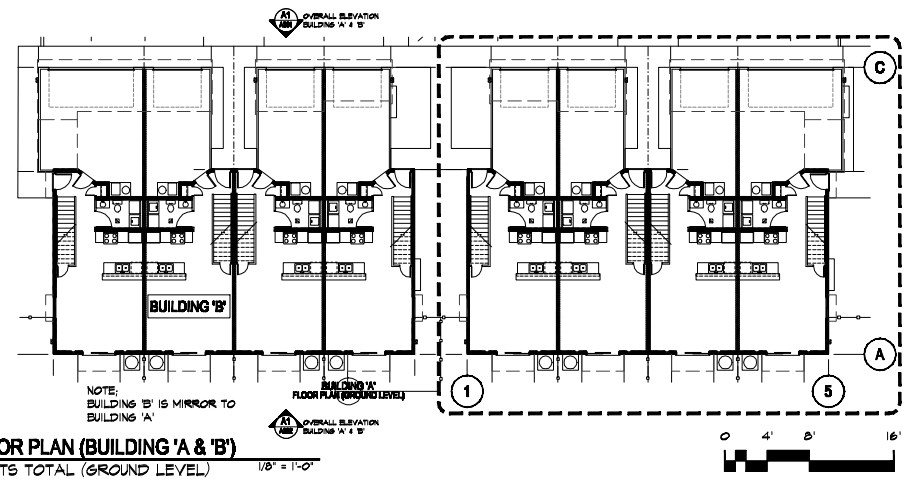
Response: Separate Fire Plan previously approved. Separate County Fire Department Plan submittal/approval as necessary by Owner. See Site Plan Sht. A101 General Notes for revision cloud/delta 1 added note 'K'.

Item 9; Construction shall meet all current Village, County, and State Codes.

Response: See Site Plan Sht. A101 General Notes for revision cloud/delta 1 added note 'L'.

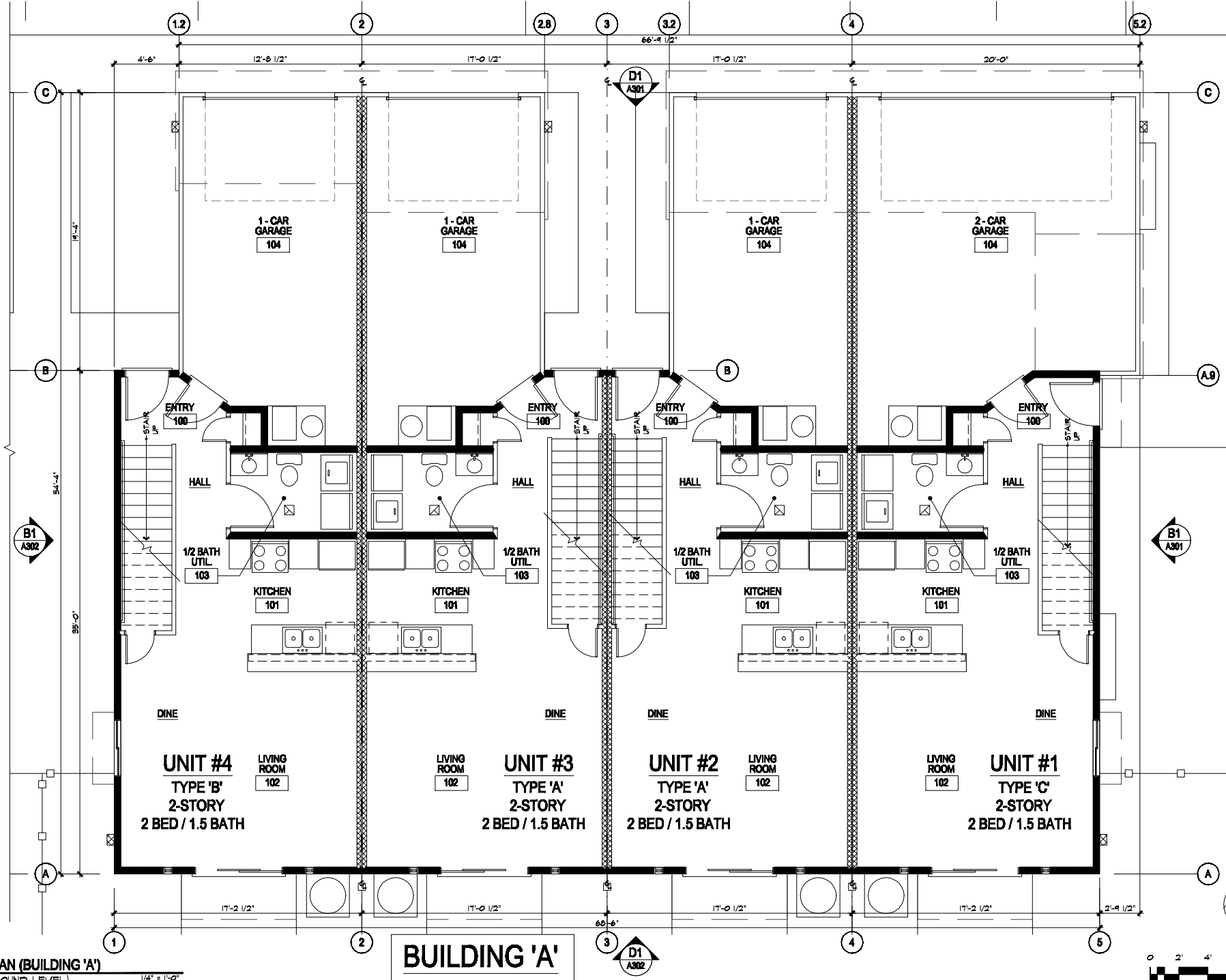
Item 10; The final site development plan must be executed by the applicant.

Response: By Owner. See Site Plan Sht. A101 General Notes for revision cloud/delta 1 added note 'M'.



FLOOR PLAN (BUILDING 'A' & 'B')
2 UNITS TOTAL (GROUND LEVEL)
1/8" = 1'-0"

GENERAL NOTES



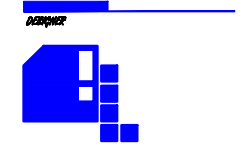
FLOOR PLAN (BUILDING 'A')
4 UNITS (GROUND LEVEL)
1/4" = 1'-0"

BUILDING 'A'

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILDING ALLOWABLE AREA CODES	7,000 SQ. FT. 2015IBC, 2015IRC, 2015UMC, 2015UPC, 2017NEC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	5175sq (22,542.3 SQ. FT.)
LOT COVERAGE	31% (7,044 / 22,542)
LOT IMPERVIOUS	41% (9,312 / 22,542)
FLOOR AREA RATIO (F.A.R.)	77.9%
BUILDING SQ. FT. (FOOTPRINT)	3,522 SQ. FT. BUILDING 'A' 3,522 SQ. FT. BUILDING 'B' 7,044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	SIX (6) DUS PER AC. = 5 UNITS MIN. REQ'D & DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,520 SQ. FT. UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 702 SQ. FT. 1st & 2nd FL. = 1,253 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,544 SQ. FT. UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 681 SQ. FT. 1st & 2nd FL. = 1,232 SQ. FT. HEATED GARAGE = 433 SQ. FT. TOTAL UNIT = 1,665 SQ. FT.
FEMA MAP NO.	35001C017-6
UPC#	1015063120102025
PARKING REQUIRED	2 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT-INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D <25 TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

Site Development-New Townhomes
Velhagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.



DRAWN BY: AD
REVIEWED BY:
DATE: 01/10/2020
PROJECT NO.: 0010-Vel-Est-001

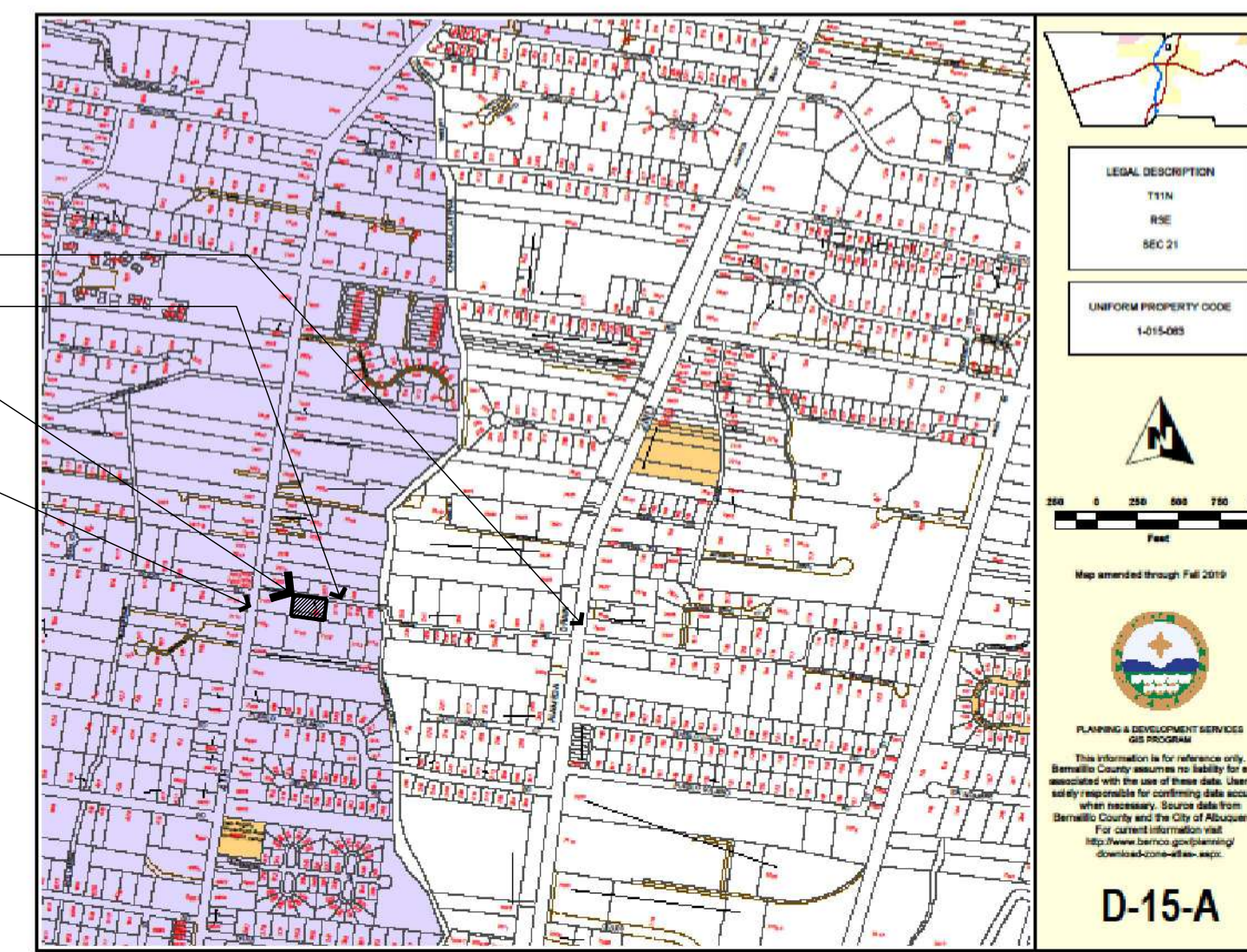
FLOOR PLANS (GROUND LEVEL)

A201

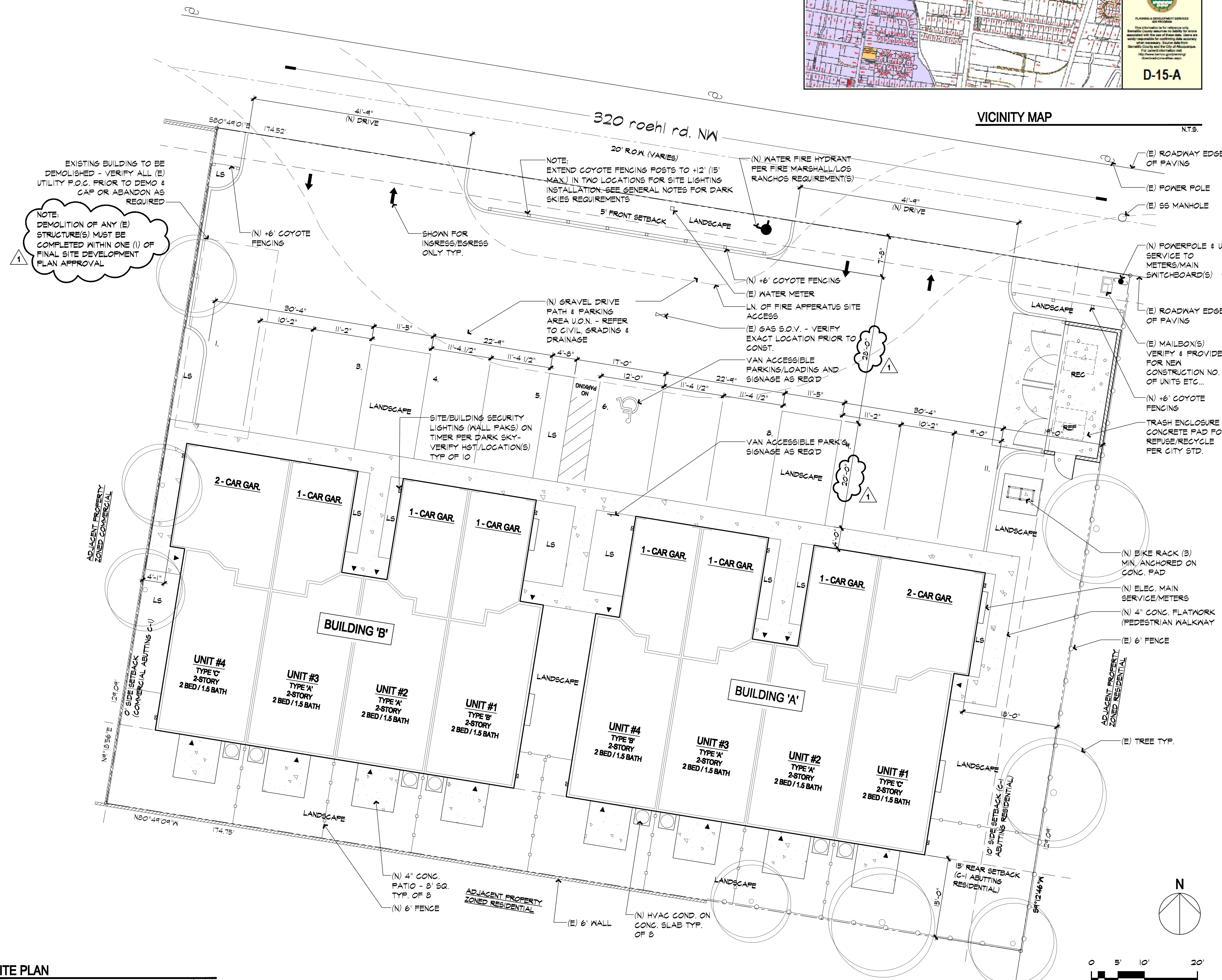
SHEET INDEX

CIVIL	GRADING & DRAINAGE PLAN
G101	
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A201	FLOOR PLAN BLDG. 'A' - (SECOND LEVEL) - FLOOR PLAN BLDG'S. 'A' & 'B' (SECOND LEVEL)
A202	FLOOR PLAN BLDG. 'B' - (GROUND LEVEL) - FLOOR PLAN BLDG'S. 'A' & 'B' (GROUND LEVEL)
A203	FLOOR PLAN BLDG. 'B' - (SECOND LEVEL) - FLOOR PLAN BLDG'S. 'A' & 'B' (SECOND LEVEL)
A204	FLOOR PLAN BLDG. 'A' - EXT. ELEVATIONS BLDG'S. 'A' & 'B'
A301	EXTERIOR ELEVATIONS BLDG. 'A' - EXT. ELEVATIONS BLDG'S. 'A' & 'B'
A302	EXTERIOR ELEVATIONS BLDG. 'B' - EXT. ELEVATIONS BLDG'S. 'A' & 'B'
A303	EXTERIOR ELEVATIONS BLDG. 'A'
A304	EXTERIOR ELEVATIONS BLDG. 'B'
LANDSCAPE	LANDSCAPE/PLANTING PLAN - LANDSCAPE NOTES
L101	

PROJECT LOCATION:
320 ROEHL ROAD NW,
LOS RANCHOS DE ALBUQUERQUE, NM, 87107



VICINITY MAP



EXISTING BUILDING TO BE DEMOLISHED - VERIFY ALL (E) UTILITY F.O.C. PRIOR TO DEMO & CAP OR ABANDON AS REQUIRED

NOTE: DEMOLITION OF ANY (E) STRUCTURE(S) MUST BE COMPLETED WITHIN ONE (1) OF FINAL SITE DEVELOPMENT PLAN APPROVAL

F. VERIFICATION OF WATER & SEWER AVAILABILITY MUST BE PROVIDED FOR THE FINAL SITE DEVELOPMENT PLAN

G. REFER TO CIVIL DOC'S SHOWING PAVED PRIVATE WAY and/or GRAVEL PRIVATE WAY SPECIFICATIONS.

H. DEMOLITION OF ANY EXISTING STRUCTURE(S) MUST BE COMPLETED WITHIN ONE YEAR OF FINAL SITE DEVELOPMENT PLAN APPROVAL.

I. ANY FUTURE SIGNAGE MUST COMPLY W/ THE SIGN ORDINANCE AND SIGN PERMITS MUST BE OBTAINED.

J. EXTERIOR LIGHTING MUST COMPLY W/ THE DARK SKIES ORD. 9.2.20

K. THE FINAL SITE DEVELOPMENT PLAN MUST MEET BERNALILLO COUNTY FIRE DEPARTMENT REQUIREMENTS.

L. CONSTRUCTION SHALL MEET ALL CURRENT VILLAGE, COUNTY, AND STATE CODES.

M. THE FINAL SITE DEVELOPMENT PLAN MUST BE EXECUTED BY THE APPLICANT.

LEGAL DESCRIPTION

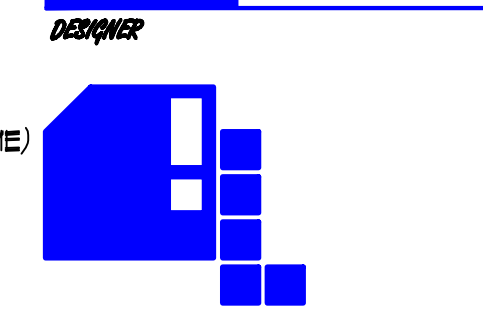
LOT 1 OF VELHAGEN VALLEY ESTATES BEING A REPLAT OF TRACTS 165B161 & 165B2A2A MRGCD MAP NO. 27 WITHIN SECTION 21, T. 11 N., R. 3 E., N.M.P.M. ELENA GALLEGOS GRANT, BERNALILLO COUNTY, NEW MEXICO

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILD'G ALLOWABLE AREA CODES	7,000 SQ. FT. 20151BC, 20151RC, 20151UM, 20151UC, 20151EC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	5175sq (22542.3 SQ. FT.)
LOT COVERAGE	31% (7044 / 22542)
LOT IMPERVIOUS	41% (9312 / 22542)
FLOOR AREA RATIO (F.A.R.)	11.4%
BUILDING SQ. FT. (FOOTPRINT)	3522 SQ. FT. BUILDING 'A' 3522 SQ. FT. BUILDING 'B' 7,044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5 UNITS PER AC. = 5 UNITS MIN. REQ'D 8 DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 679 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,520 SQ. FT.
	UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 620 SQ. FT. 1st & 2nd FL. = 1,171 SQ. FT. HEATED GARAGE = 433 SQ. FT. TOTAL UNIT = 1,604 SQ. FT.
	UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 620 SQ. FT. 1st & 2nd FL. = 1,171 SQ. FT. HEATED GARAGE = 433 SQ. FT. TOTAL UNIT = 1,604 SQ. FT.
FEMA MAP NO.	350010117-6
UPC#	101506912018030825
PARKING REQUIRED	8 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT-INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D <25 TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

Site Development-New Townhomes
Velhagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.

REVISIONS
08-15-2020 SPD APPROVAL



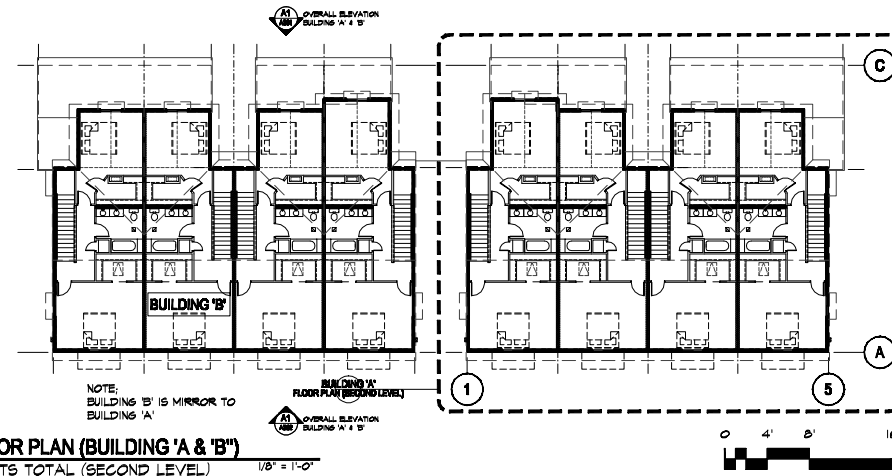
DRAWN BY AO
REVIEWED BY
DATE 08/15/2020
PROJECT NO. 0010-Vel-Est.001

SITE PLAN
VICINITY MAP
SITE/BUILDING DATA

SHEET NO.
A101

SITE PLAN

1" = 10'

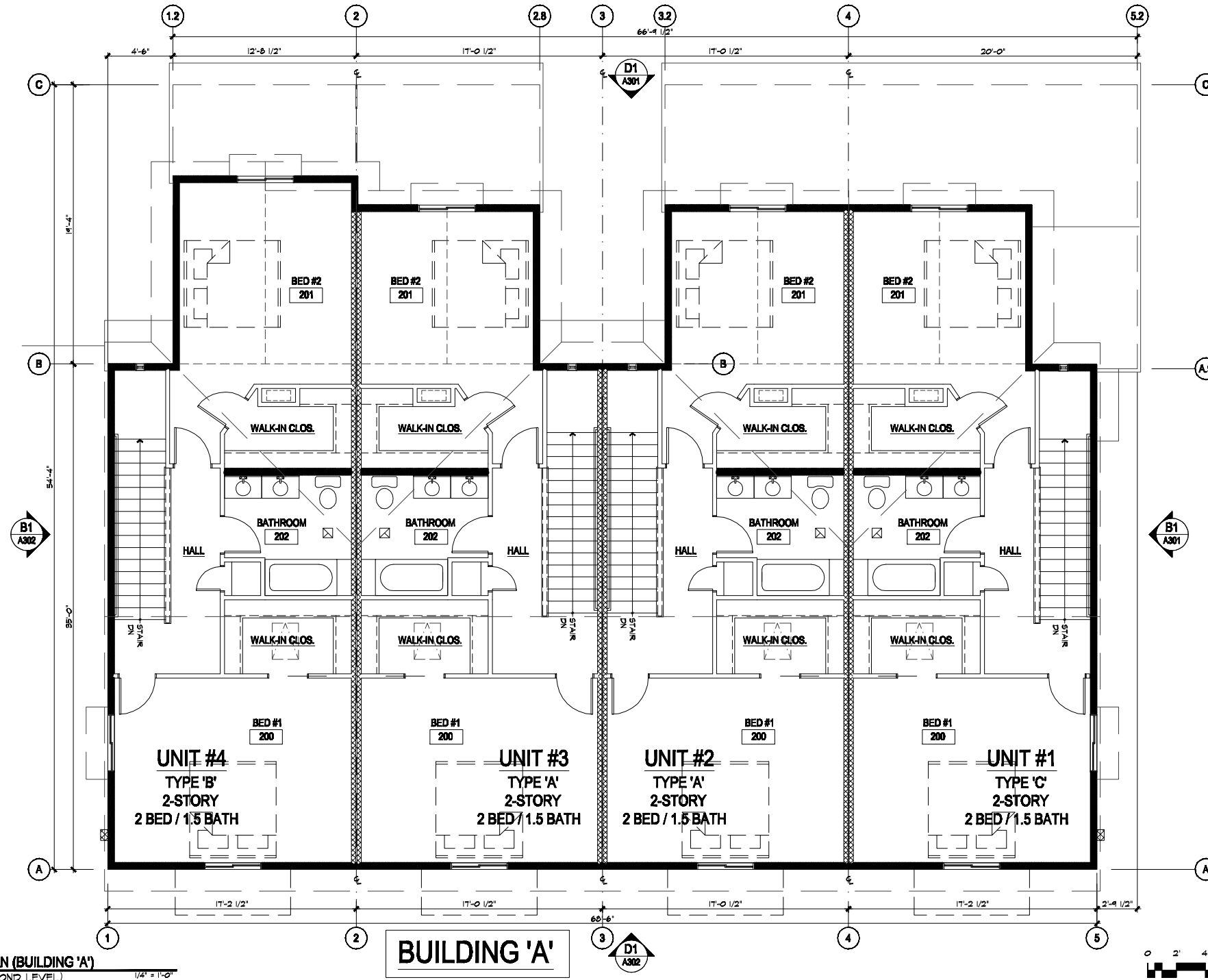


FLOOR PLAN (BUILDING 'A' & 'B')
3 UNITS TOTAL (SECOND LEVEL)

GENERAL NOTES

- AS PER
- △
 - △
 - △

AS PER

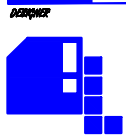


FLOOR PLAN (BUILDING 'A')
4 UNITS (SECOND LEVEL)

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILDING ALLOWABLE AREA	7,000 SQ. FT.
CODES	2015IBC, 2015IRC, 2015UMC, 2015UPC, 2017NEC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	.5175ac (22,542.3 SQ. FT.)
LOT COVERAGE	31% (7,044 / 22,542)
LOT IMPERVIOUS	41% (9,312 / 22,542)
FLOOR AREA RATIO (F.A.R.)	77.9%
BUILDING SQ. FT. (FOOTPRINT)	3,522 SQ. FT. BUILDING 'A' 3,522 SQ. FT. BUILDING 'B' 7,044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5.10 DUS PER AC. = 5 UNITS MIN. REQ'D & DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,520 SQ. FT.
	UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 702 SQ. FT. 1st & 2nd FL. = 1,253 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,544 SQ. FT.
	UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 681 SQ. FT. 1st & 2nd FL. = 1,232 SQ. FT. HEATED GARAGE = 433 SQ. FT. TOTAL UNIT = 1,665 SQ. FT.
FEMA MAP NO.	35001C017-6
UPC#	10150631201030825
PARKING REQUIRED	8 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT-INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D <25 TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

Site Development-New Townhomes
Velhagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.



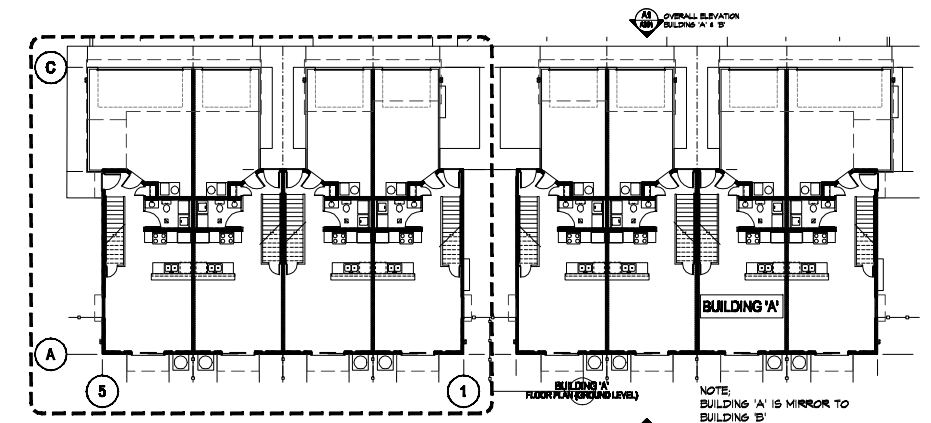
DRAWN BY: AO
REVIEWED BY:
DATE: 01/10/2020
PROJECT NO.: 0010-Vel-Est.001
DESIGN NAME:
FLOOR PLANS
(SECOND LEVEL)

AS PER
A202

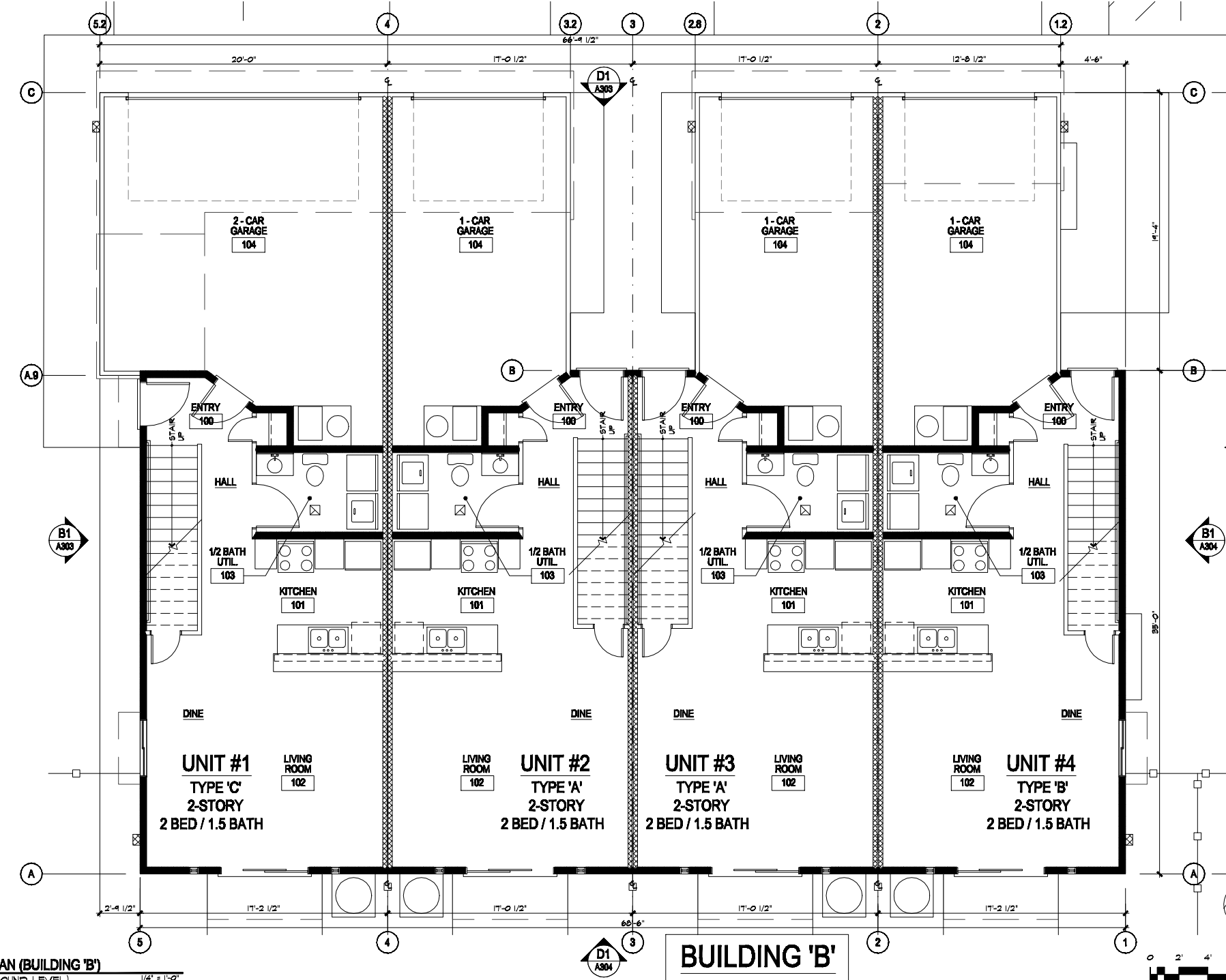
GENERAL NOTES

ASSEMBLY
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FINISH



FLOOR PLAN (BUILDING 'A' & 'B')
 8 UNITS TOTAL (GROUND LEVEL)
 1/8" = 1'-0"



FLOOR PLAN (BUILDING 'B')
 4 UNITS (GROUND LEVEL)
 1/4" = 1'-0"

BUILDING 'B'

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILD'G ALLOWABLE AREA	7,000 SQ. FT.
CODES	2015IBC, 2015IRC, 2015UMC, 2015UPC, 2017NEC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	.5175ac (22,542.3 SQ. FT.)
LOT COVERAGE	31% (7,044 / 22,542)
LOT IMPERVIOUS	41% (9,312 / 22,542)
FLOOR AREA RATIO (F.A.R.)	77.9%
BUILDING SQ. FT. (FOOTPRINT)	3,522 SQ. FT. BUILDING 'A' 3,522 SQ. FT. BUILDING 'B' 7,044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5.1X10 DUS PER AC. = 5 UNITS MIN. REQ'D 8 DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,520 SQ. FT. UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 702 SQ. FT. 1st & 2nd FL. = 1,253 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,544 SQ. FT. UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 681 SQ. FT. 1st & 2nd FL. = 1,232 SQ. FT. HEATED GARAGE = 433 SQ. FT. TOTAL UNIT = 1,665 SQ. FT.
FEMA MAP NO.	35001C0117-6
UPC#	101506312018030825
PARKING REQUIRED	8 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT-INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D <25 TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

Site Development-New Townhomes
 Velhagen Valley Estates
 320 Roehl Rd. NW
 Los Ranchos de Albuquerque, NM.



DRAWN BY **AD**
 REVIEWED BY
 DATE **01/10/2020**
 PROJECT NO. **0010-Vel-Est-001**

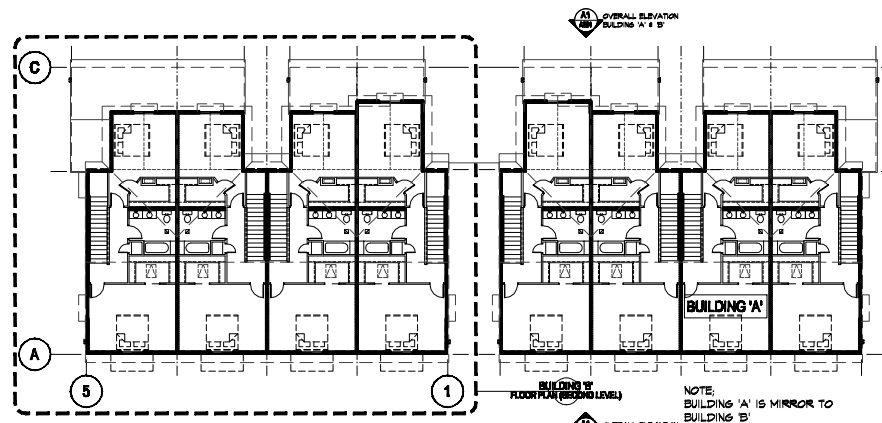
FLOOR PLANS
 (GROUND LEVEL)

A203

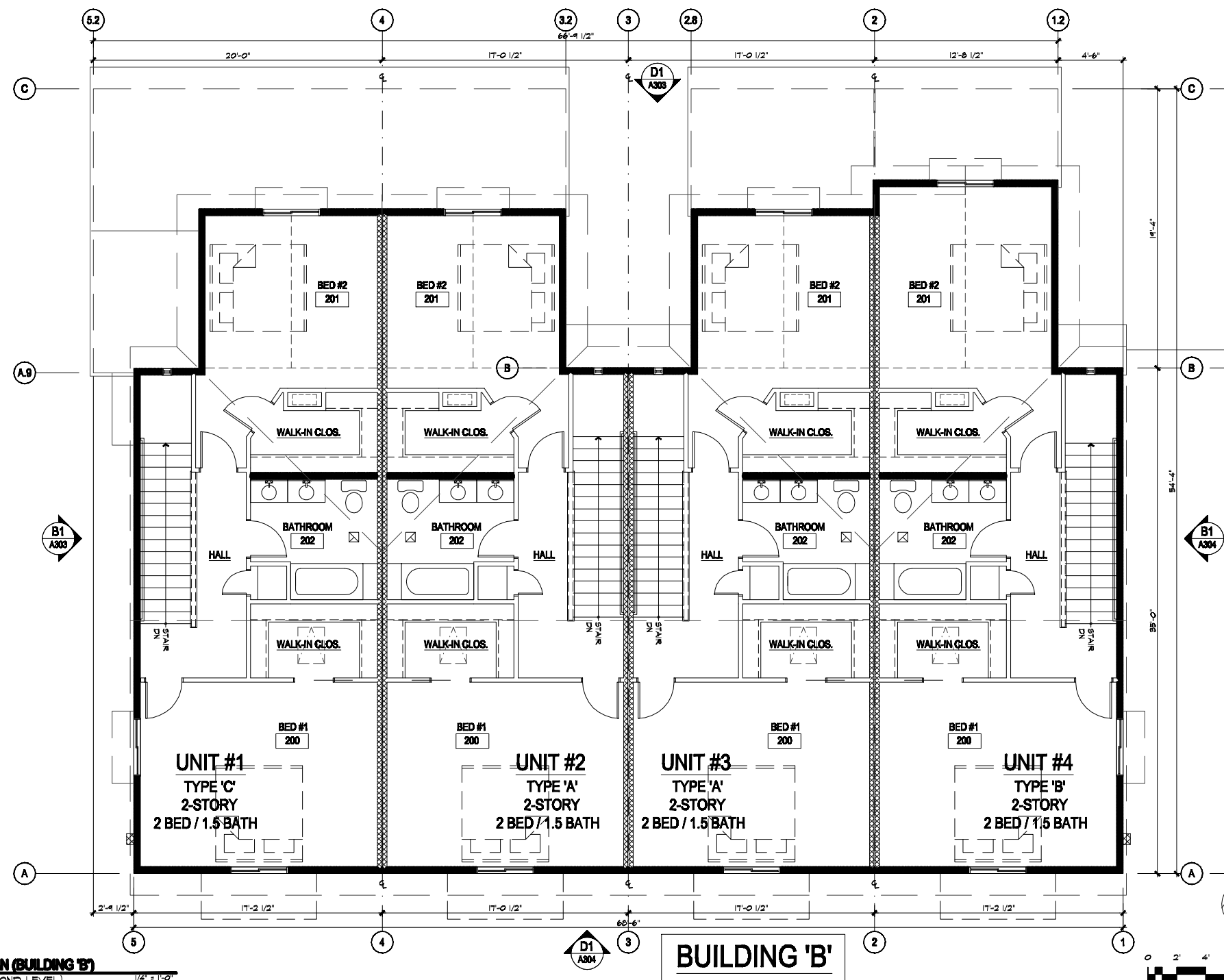
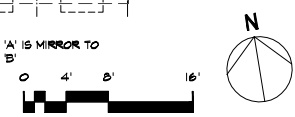
GENERAL NOTES

ASSEMBLY
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FINISH

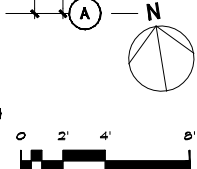


FLOOR PLAN (BUILDING 'A' & 'B')
 8 UNITS TOTAL (SECOND LEVEL)
 1/8" = 1'-0"



FLOOR PLAN (BUILDING 'B')
 4 UNITS (SECOND LEVEL)
 1/4" = 1'-0"

BUILDING 'B'



SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILDING ALLOWABLE AREA CODES	7,000 SQ. FT. 2015IBC, 2015IRC, 2015UMC, 2015UPC, 2017NEC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	5175sq (22542.3 SQ. FT.)
LOT COVERAGE	31% (7044 / 22542)
LOT IMPERVIOUS	41% (9312 / 22542)
FLOOR AREA RATIO (F.A.R.)	77.9%
BUILDING SQ. FT. (FOOTPRINT)	3522 SQ. FT. BUILDING 'A' 3522 SQ. FT. BUILDING 'B' 7,044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5160 DUS PER AC. = 5 UNITS MIN. REQ'D & DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,520 SQ. FT. UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 702 SQ. FT. 1st & 2nd FL. = 1,253 SQ. FT. HEATED GARAGE = 291 SQ. FT. TOTAL UNIT = 1,544 SQ. FT. UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 681 SQ. FT. 1st & 2nd FL. = 1,232 SQ. FT. HEATED GARAGE = 433 SQ. FT. TOTAL UNIT = 1,665 SQ. FT.
FEMA MAP NO.	35001C017-6
UPC#	101506312018030825
PARKING REQUIRED	8 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT-INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D <25 TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

Site Development-New Townhomes
 Velhagen Valley Estates
 320 Roehl Rd. NW
 Los Ranchos de Albuquerque, NM.

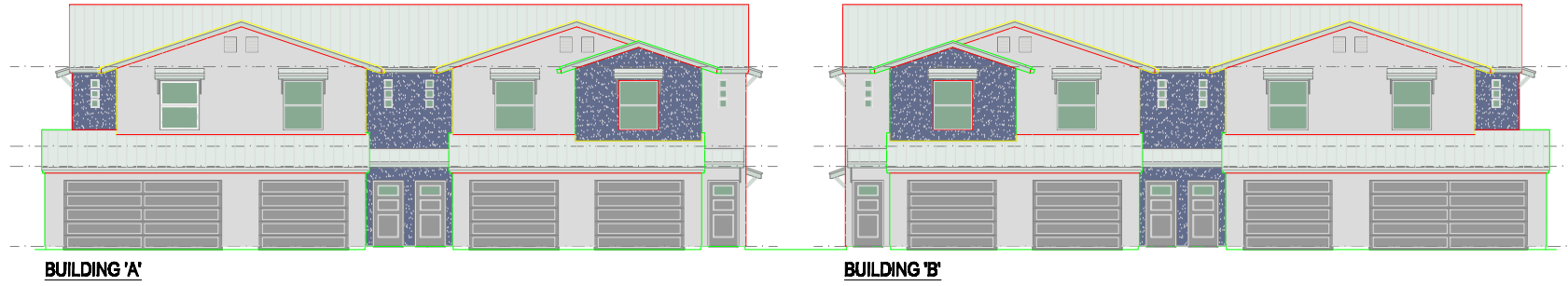
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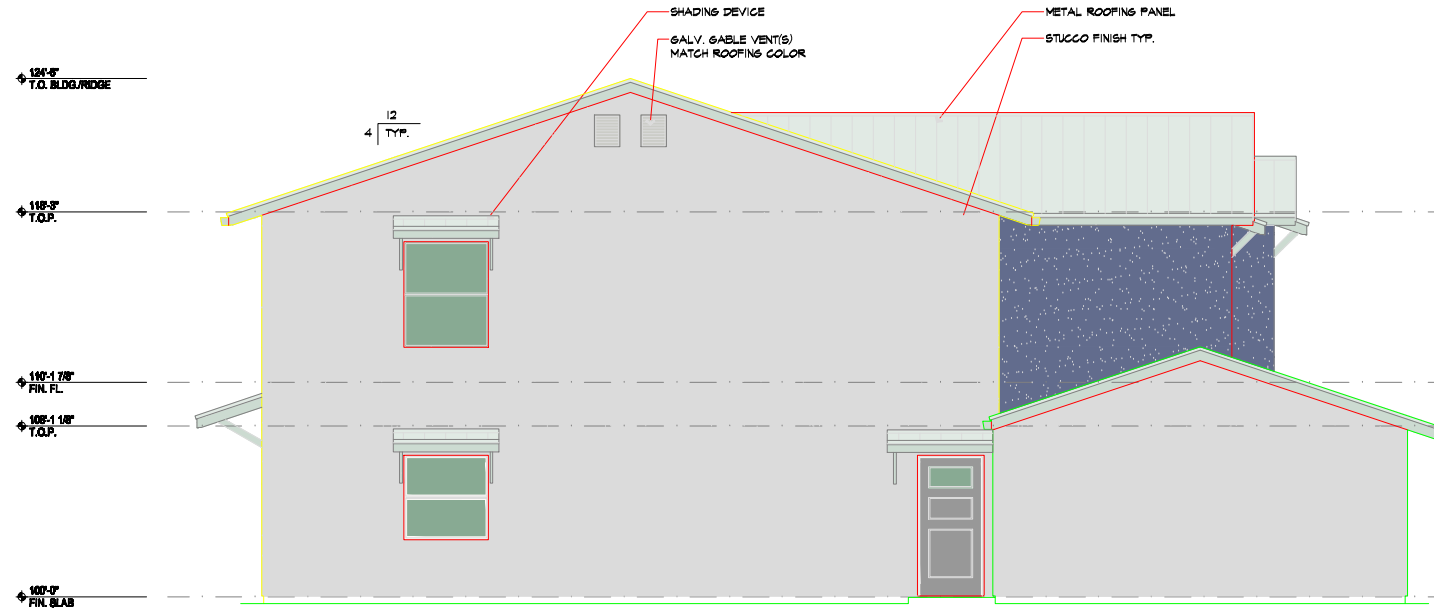
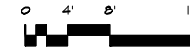
DRAWN BY: AD
 REVIEWED BY:
 DATE: 01/10/2020
 PROJECT NO.: 0010-Vel-Est-001
FLOOR PLANS (SECOND LEVEL)

WEST

A204



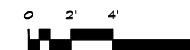
(A1) EXTERIORE ELEVATION
BUILD'S 'A' & 'B' (LOOKING SOUTH) 1/8" = 1'-0"



(B1) EXTERIORE ELEVATION
BUILDING 'A' (LOOKING WEST) 1/4" = 1'-0"



(D1) EXTERIORE ELEVATION
BUILDING 'A' (LOOKING SOUTH) 1/4" = 1'-0"

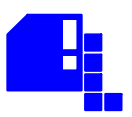


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FINISH

Site Development-New Townhomes
Velhagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.

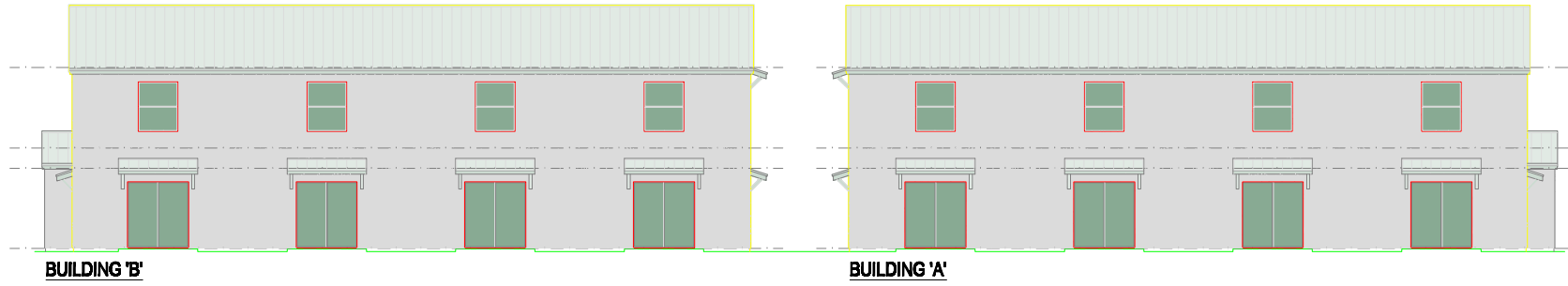
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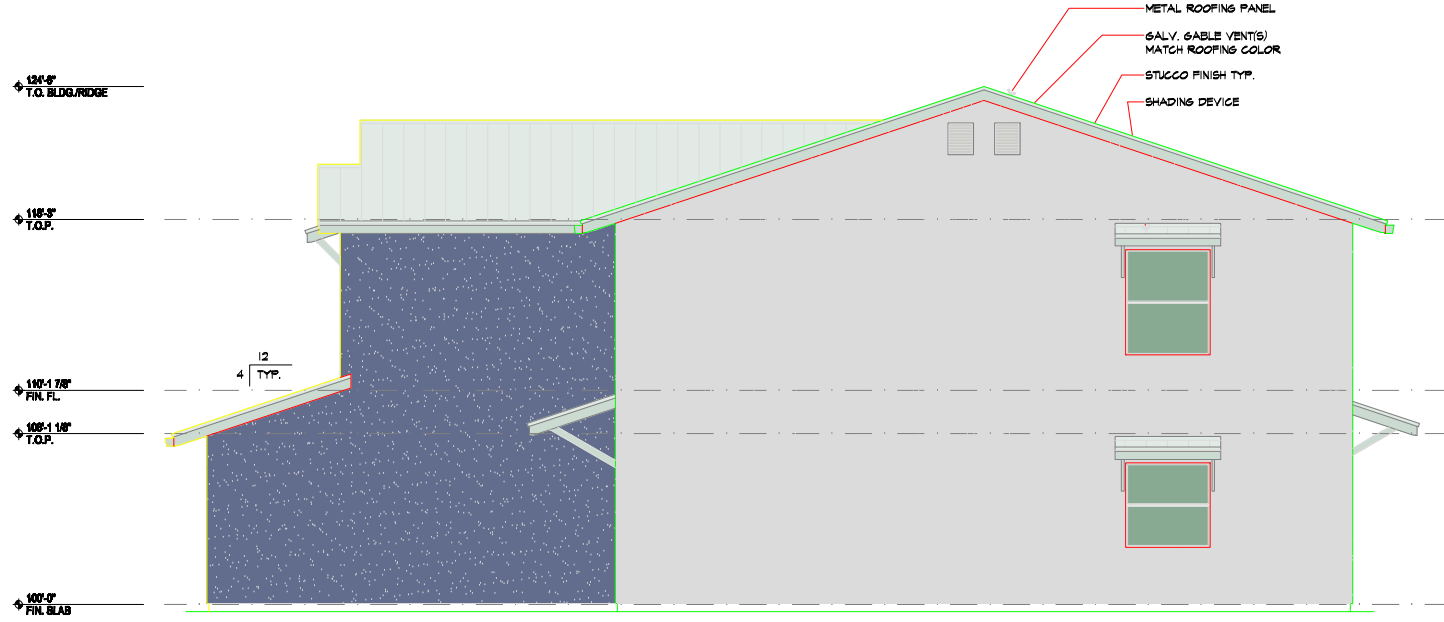
DRAWN BY **AD**
REVIEWED BY
DATE **01/10/2020**
PROJECT NO. **0020-Vel-Est-001**
001001
EXT. ELEVATIONS

WEST END

A301



(A1) EXTERIOR ELEVATION
BUILD'S 'A' & 'B' (LOOKING NORTH) 1/8" = 1'-0"



(B1) EXTERIOR ELEVATION
BUILDING 'A' (LOOKING EAST) 1/4" = 1'-0"



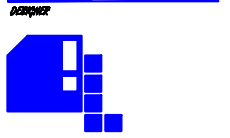
(D1) EXTERIOR ELEVATION
BUILDING 'A' (LOOKING NORTH) 1/4" = 1'-0"



ASSEMBLY
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FINISH

Site Development-New Townhomes
Velhagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.



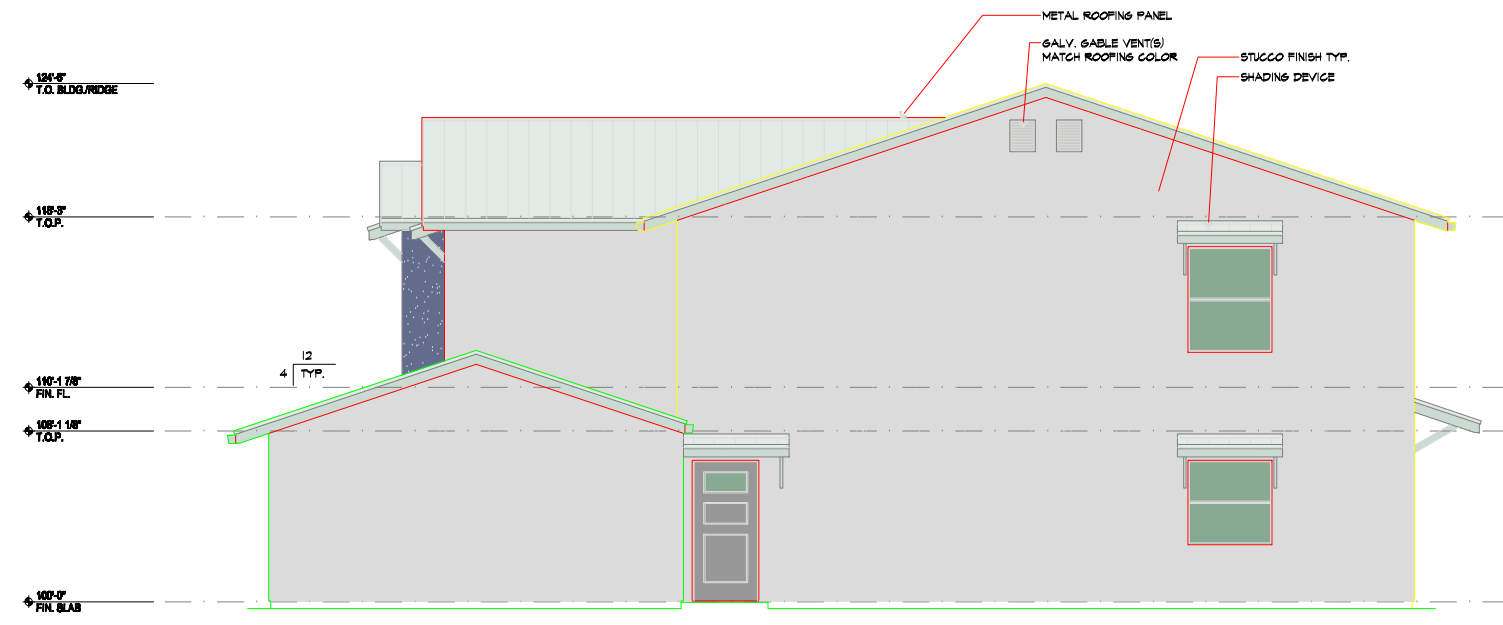
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REVIEWED BY
DATE **01/10/2020**
PROJECT NO. **0020-Vel-Est-001**
EXT. ELEVATIONS

A302

ASSEMBLY
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PAPER

Site Development-New Townhomes
 Velhagen Valley Estates
 320 Roehl Rd. NW
 Los Ranchos de Albuquerque, NM.



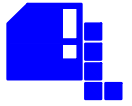
B1 EXTERIOR ELEVATION
 BUILDING 'B' (LOOKING EAST) 1/4" = 1'-0"



D1 EXTERIOR ELEVATION
 BUILDING 'B' (LOOKING SOUTH) 1/4" = 1'-0"



ASSEMBLY



DRAWN BY	AD
REVIEWED BY	
DATE	01/10/2020
PROJECT NO.	0020-Vel-Est-001
EXT. ELEVATIONS	

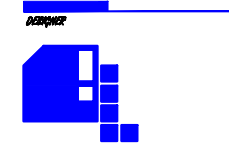
WEST END

A303

ASSEMBLY
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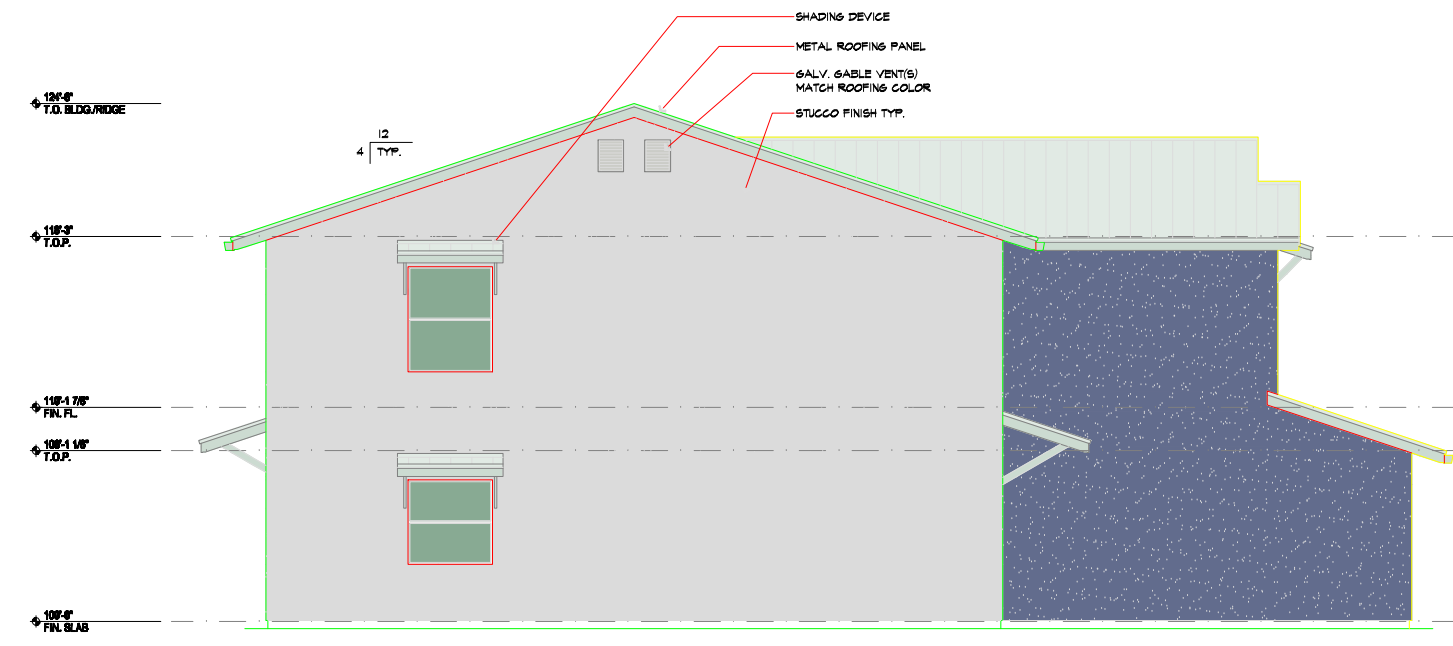
PANEL

Site Development-New Townhomes
 Velhagen Valley Estates
 320 Roehl Rd. NW
 Los Ranchos de Albuquerque, NM.



DRAWN BY **AD**
 REVIEWED BY
 DATE 01/10/2020
 PROJECT NO. 0020-Vel-Est.001
 DRAWING NAME
EXT. ELEVATIONS

WEST W/2
A304



B1 EXTERIOR ELEVATION
 BUILDING 'B' (LOOKING WEST) 1/4" = 1'-0"



D1 EXTERIOR ELEVATION
 BUILDING 'B' (LOOKING NORTH) 1/4" = 1'-0"



NOTES (LANDSCAPING)

- A. A MINIMUM OF 15% OF THE UNBUILT AREA SHALL BE LANDSCAPED IN A MANNER THAT WILL MEET THE INTENT OF LOS RANCHOS SECTION 19 ORDINANCE 9.2.19 'LANDSCAPING'. LANDSCAPING MAY CONSIST OF TREES, SHRUBS, GROUND COVER, OR OTHER LO-GROWING PLANTS, AND MAY INCLUDE NATURAL OR MANUFACTURED MATERIALS SUCH AS ROCKS, WALLS, PAVEMENT FOR WALKWAYS OR PATIOS, WORK OF ART, AND OUTDOOR FURNITURE AS LONG AS SUCH MATERIALS COMPRISE NO MORE THAN 25% OF THE TOTAL LANDSCAPE AREA REQUIRED. SIBERIAN ELM, TAMARISK, AND RUSSIAN OLIVE SHALL NOT BE USED IN THE LANDSCAPE AND IF EXISTING ON THE LOT, MAY NOT BE INCLUDED AS PART OF THE REQUIRED TREES OR SHRUBS.
- B. THERE SHALL BE A MINIMUM OF ONE (1) SHADE TREE OR ORNAMENTAL TREE PLANTED FOR EACH FIVE HUNDRED (500) SQUARE FEET OF REQUIRED LANDSCAPED AREA.
- C. SHADE TREES OR ORNAMENTAL TREES SHALL BE AT LEAST TWO (2) INCHES IN CALIPER MEASURED AT THE TRUNK TWO (2) FEET ABOVE GRADE OR THE TREE SHALL BE AT LEAST TEN (10) TO TWELVE (12) FEET IN HEIGHT AT THE TIME OF PLANTING.
- D. SIBERIAN ELM, TAMARISK (SALT CEDAR), AND RUSSIAN OLIVE SHALL NOT BE PLANTED.
- E. GROUND COVER SHALL BE PLANTED TO PROVIDE GENERAL GROUND COVERAGE WITHIN ONE GROWING SEASON AFTER PLANTING.
- F. SHRUBS AND BUSHES SHALL BE AT LEAST FIVE (5) GALLON OR LARGER CONTAINER SIZES.
- G. VEGETATION THAT HAS THORNS OR SPINES IS NOT ALLOWED ADJACENT TO THE PEDESTRIAN WALKWAY.
- H. TO THE EXTENT POSSIBLE, HEALTHY EXISTING TREES, EXCLUDING SIBERIAN ELM, TAMARISK, AND RUSSIAN OLIVE, AND SHRUBS SHALL BE PRESERVED, ESPECIALLY IF DROUGHT TOLERANT.
- I. TREES SHALL BE PLANTED AS A LANDSCAPE BORDER ALONG ALL ADJUTING ROADWAYS AND SHALL BE PLANTED AS AN INTERIOR LANDSCAPE BORDER WITHIN THE VEHICLE PARKING AREA. TREES SHALL BE NO GREATER THAN THIRTY (30) FEET ON CENTER ALONG THE PUBLIC R.O.W. EXCEPT WHEN ACCESS TO THE SITE IS REQUIRED BY THE VILLAGE ENGINEER.
- J. LANDSCAPING SHALL NOT CREATE A PHYSICAL OR VISUAL OBSTRUCTION TO VEHICULAR TRAFFIC WHETHER ON OR OFF PUBLICS R.O.W. STREET TREES SHALL MEET THE CLEAR SIGHT TRIANGLE REQUIREMENTS FOR ALL ACCESS POINTS ONTO A PUBLIC R.O.W.
- K. ANY PLANT MATERIAL IN AREAS OF REQUIRED NEW LANDSCAPING THAT DOES NOT SURVIVE SHALL BE REPLACED WITH AN EQUIVALENT SIZE AND SPECIES WITHIN THREE (3) MONTHS OF NOTIFICATION BY LOS RANCHOS PLANNING DIRECTOR.
- L. PLANTS SHALL BE PRUNED AS NECESSARY TO CONTROL SIZE AND SHAPE, BUT NOT TO ENDANGER ITS HEALTH, IN ORDER TO PREVENT VISUAL AND PHYSICAL OBSTRUCTIONS TO PEDESTRIANS OR VEHICLES.
- M. MAINTAIN IRRIGATION SYSTEMS AND REPLACE AS NECESSARY TO MINIMIZE LOSS OF WATER DUE TO LEAKS OR INEFFICIENT USE OF WATER.
- N. ALL LANDSCAPING SHALL BE COMPLETED WITHIN TWELVE (12) MONTHS OF CONSTRUCTION AND MUST BE MAINTAINED.

SYMBOLS/LEGEND

- THORNTLESS HAWTHORN (CRATAEGUS CRUGGALLI (NORMIS))
- PALM YUCCA (YUCCA FAXONIANA)
- PURPLE LEAF PLUM (PRUNUS CERASIFERA)
- ELBERTA PEACH (PRUNUS PERSICA)
- GRAYLEAF COTONEASTER (COTONEASTER BUXIFOLIUS)
- BLUE AVENA (HELICTOTRICHON SEMPER)
- LAVENDER (ENGLISH) (LAVANDULA ANGSTIFOLIA)
- BEAR GRASS (NOLINA MICROCARPA)
- CATMINT (NEPETA FAASGENII)

GENERAL DESCRIPTION/NOTES

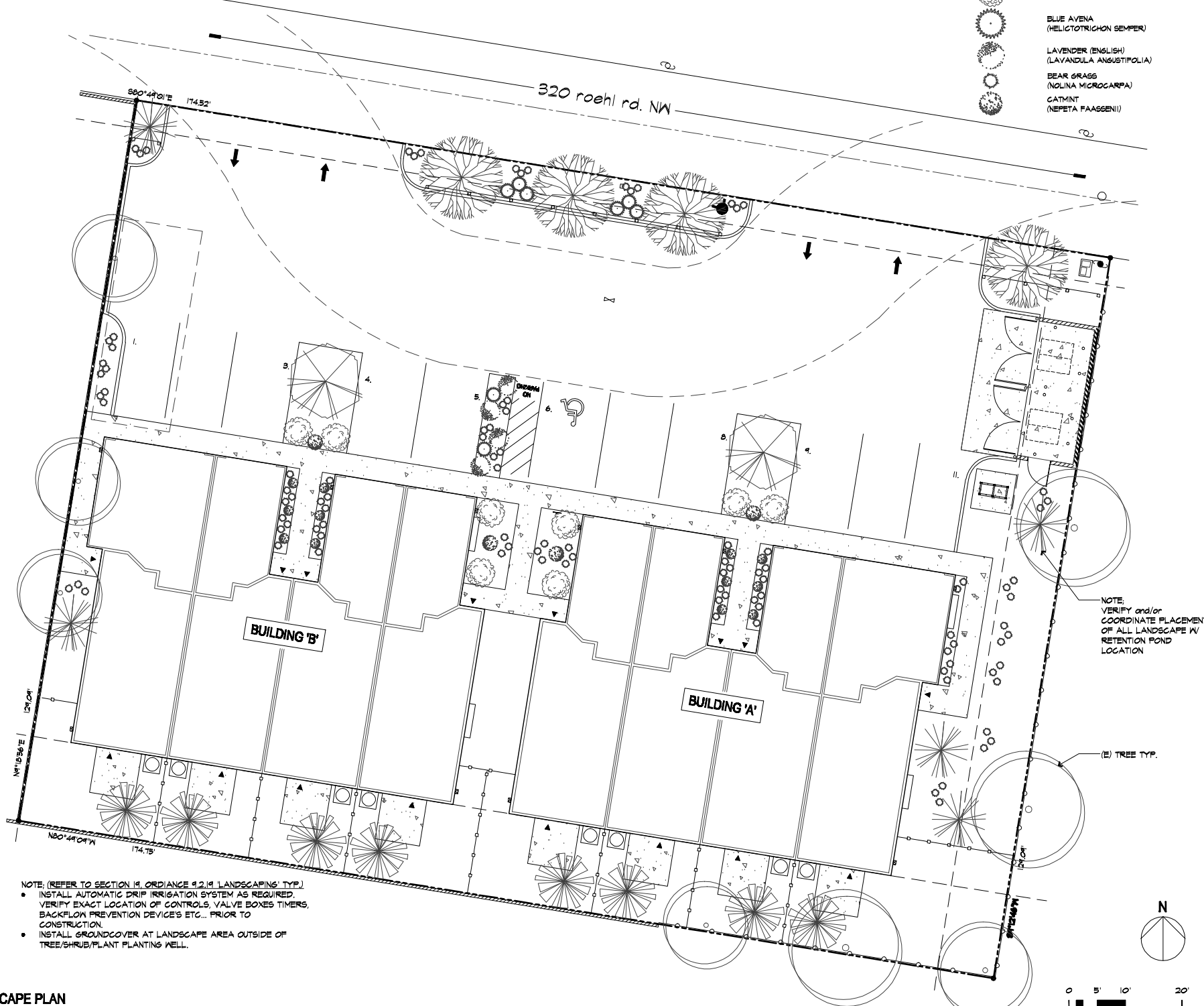
- A. PROJECT DESCRIPTION: TWO (2) SEPARATE MULTI-FAMILY RESIDENTIAL TOWNHOUSE BUILDINGS WITH FOUR (4) TWO BEDROOM UNITS PER BUILDING FOR EIGHT (8) TOTAL TOWNHOUSE UNITS PROPOSED FOR VELHAGEN VALLEY ESTATES, LOCATED AT 320 ROEHL ROAD IN LOS RANCHOS DE ALBUQUERQUE NM, 87107.
- B. REFER TO CIVIL GRADING & DRAINAGE FOR (E) TOPOGRAPHICAL CONTOUR ELEVATIONS, SPOT ELEVATIONS AT SITE ACCESS POINTS.
- C. REFER TO MAY, 2020 RECORDED PLAT FOR ELEVATION CONDITIONS/REQUIREMENTS.
- D. REFER TO LOS RANCHOS ZONING ARTICLE 2 SEC. 9.2.20 'DARK SKIES' FOR SITE/BUILDING LIGHTING REQUIREMENTS.
- E. OUTDOOR LIGHT FIXTURES SHALL BE SHIELDED SUCH THAT LIGHT RAYS EMITTED BY THE FIXTURE ARE PROJECTED AT 45° FROM A POINT ON FIXTURE WHERE LIGHT IS EMITTED.
- F. WHERE USED FOR SECURITY PURPOSES, OR TO ILLUMINATE WALKWAYS, ROADWAYS, EQUIPMENT YARDS AND PARKING LOTS, ONLY SHIELDED OUTDOOR LIGHT FIXTURES SHALL BE UTILIZED.
- G. WHERE USED FOR ON OR OFF PREMISE SIGNS OR FOR DECORATIVE EFFECTS OR RECREATIONAL FACILITIES SUCH AS FOR BUILDING, LANDSCAPE OR BALL FIELD ILLUMINATION, THE OUTDOOR LIGHT FIXTURES SHALL BE EQUIPPED WITH AUTOMATIC TIMING DEVICES, BE SHIELDED and/or FOCUSED TO MINIMIZE LIGHT POLLUTION.
- H. OUTDOOR FIXTURES SHALL BE REQUIRED TO HAVE ALL LIGHT FOCUSED DOWNWARD.
- I. OUTDOOR LIGHT FIXTURES SHALL BE LIMITED TO FIFTEEN (15) FEET IN HEIGHT.
- J. ALL OUTDOOR LIGHT FIXTURES EXISTING OR HEREAFTER INSTALLED AND MAINTAINED UPON PRIVATE PROPERTY WITHIN COMMERCIAL OR RESIDENTIAL ZONES SHALL BE TURNED OFF BETWEEN 11:00pm AND SUNRISE EXCEPT WHEN PERMITTED BY THE DIRECTOR OF PLANNING AND ZONING. A PERMIT WILL BE ISSUED IF, IN THE OPINION OF THE DIRECTOR OF PLANNING AND ZONING PER SUB SECTION 1 THRU 3:
- K. LIGHTING EXTERIOR TO THE STRUCTURES SHALL BE SHIELDED IN SUCH A MANNER AS TO CONFINE EMITTED LIGHT WITHIN THE BOUNDARY OF THE PROPERTY FROM WHICH IT ORIGINATED.
- L. DEVELOPER/GC TO PROVIDE FOR FUTURE PEDESTRIAN PATH OF TRAVEL TO PEDESTRIAN R.O.W. - ACCESSIBLE PATH OF TRAVEL IS A BARRIER FREE ACCESS ROUTE W/O ANY ABRUPT GRADE and/or LEVEL CHANGES EXCEEDING 1/2" and/or IF BEVELED @ 1:2 MAX. SLOPE, VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX. PATH TO BE AT LEAST 48" IN WIDTH. SURFACES SHALL BE STABLE, FIRM & SLIP RESISTANT. CROSS-SLOPE IS NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% U.O. APPROVED. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO +80" MIN. & PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL & ABOVE 27" & LESS THAN 80".

LEGAL DESCRIPTION

LOT 1 OF VELHAGEN VALLEY ESTATES BEING A REPLAT OF TRACTS 1655(B) & 1655(2) A MR&CD MAP NO. 27 WITHIN SECTION 21, T. 11 N., R. 3 E., N.M.P.M. ELENA GALLEGOS GRANT, BERNALILLO COUNTY, NEW MEXICO

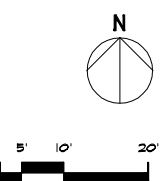
SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILD'S ALLOWABLE AREA CODES	7000 SQ. FT. 2015BC, 2015IRC, 2015UMC, 2015UPC, 2017NEC
ZONE	G-1
CLIMATE ZONE	4B
SITE AREA/ACRES	517504 (225423 SQ. FT.)
LOT COVERAGE	51% (7044 / 22542)
LOT IMPERVIOUS	41% (4312 / 22542)
FLOOR AREA RATIO (F.A.R.)	11.4%
BUILDING SQ. FT. (FOOTPRINT)	3522 SQ. FT. BUILDING 'A' 3522 SQ. FT. BUILDING 'B'
TOTAL	7044 SQ. FT.
MAX. TOTAL DWELLING UNIT TOTAL	SIXTY DUS PER AC. = 5 UNITS MIN. REQ'D 6 DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1229 SQ. FT. HEATED GARAGE = 241 SQ. FT. TOTAL UNIT = 1520 SQ. FT. UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 557 SQ. FT. 2nd FL. = 708 SQ. FT. 1st & 2nd FL. = 1265 SQ. FT. HEATED GARAGE = 241 SQ. FT. TOTAL UNIT = 1556 SQ. FT. UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 557 SQ. FT. 2nd FL. = 681 SQ. FT. 1st & 2nd FL. = 1238 SQ. FT. HEATED GARAGE = 433 SQ. FT. TOTAL UNIT = 1671 SQ. FT.
FEMA MAP NO.	9501C017-6
UPIC	10150691281B030825
PARKING REQUIRED	6 STD. (1 PER UNIT)
PARKING PROVIDED (GARAGE)	20 STD. (2.5 PER UNIT-INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D 25 TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)



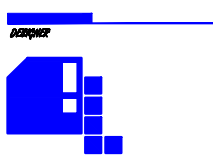
NOTE: (REFER TO SECTION 19 ORDINANCE 9.2.19 'LANDSCAPING' TYP.)

- INSTALL AUTOMATIC DRIP IRRIGATION SYSTEM AS REQUIRED. VERIFY EXACT LOCATION OF CONTROLS, VALVE BOXES TIMERS, BACKFLOW PREVENTION DEVICES ETC... PRIOR TO CONSTRUCTION.
- INSTALL GROUND COVER AT LANDSCAPE AREA OUTSIDE OF TREE/SHRUB/PLANT PLANTING WELL.



PLANTING/LANDSCAPE PLAN

Site Development-New Townhomes
 Velhagen Valley Estates
 320 Roehl Rd. NW
 Los Ranchos de Albuquerque, NM.

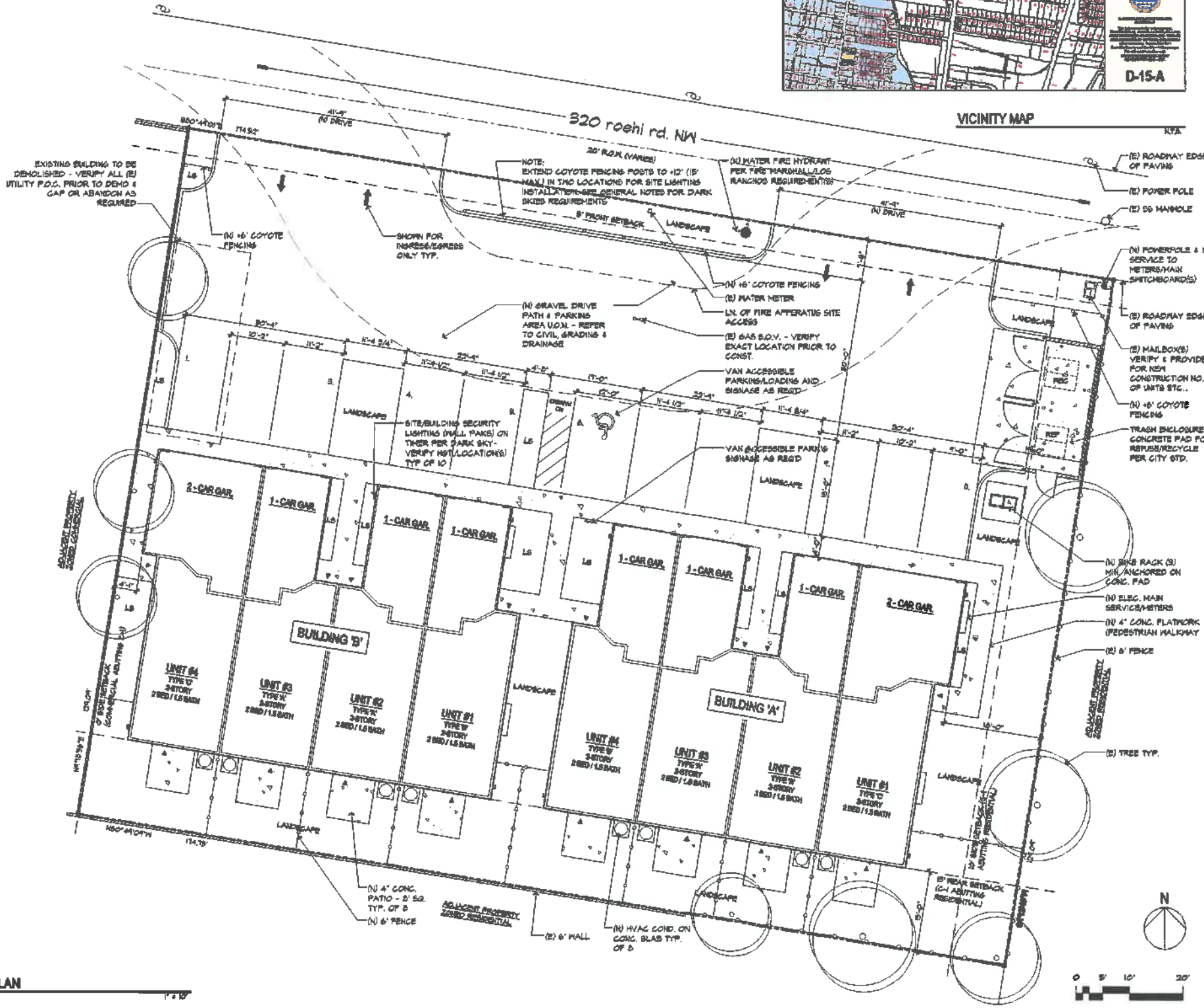


DRAWN BY: **AD**
 REVIEWED BY:
 DATE: **07/10/2020**
 PROJECT NO.: **0020-Vel-Est.001**
 DRIVING NAME:
PLANTING PLAN

SHEET INDEX

CIVIL	GRADING & DRAINAGE PLAN
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A301	FLOOR PLAN BLDG. 'A' - (SECOND LEVEL) - FLOOR PLAN BLDG'S. 'A' & 'B' (SECOND LEVEL)
A302	FLOOR PLAN BLDG. 'B' - (GROUND LEVEL) - FLOOR PLAN BLDG'S. 'A' & 'B' (GROUND LEVEL)
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A305	EXTERIOR ELEVATIONS BLDG. 'A' - EXT. ELEVATIONS BLDG'S 'A' & 'B'
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A307	EXTERIOR ELEVATIONS BLDG. 'B'
LANDSCAPE	LANDSCAPE/PLANTING PLAN - LANDSCAPE NOTES
L101	LANDSCAPE/PLANTING PLAN - LANDSCAPE NOTES

PROJECT LOCATION
320 ROEHL ROAD NW
LOS RANCHOS DE ALBUQUERQUE, NM 87107



GENERAL DESCRIPTION/NOTES

- PROJECT DESCRIPTION: TWO (2) SEPARATE MULTI-FAMILY RESIDENTIAL TOWNHOUSE BUILDINGS WITH FOUR (4) TWO BEDROOM UNITS PER BUILDING FOR EIGHT (8) TOTAL TOWNHOUSE UNITS PROPOSED FOR VELHAGEN VALLEY ESTATES, LOCATED AT 320 ROEHL ROAD IN LOS RANCHOS DE ALBUQUERQUE NM 87107.
- REFER TO CIVIL GRADING & DRAINAGE FOR (E) TOPOGRAPHICAL CONTOUR ELEVATIONS, SPOT ELEVATIONS AT SITE ACCESS POINTS.
- REFER TO MAY, 2020 RECORDED PLAN FOR BASEMENT CONDITIONS/REQUIREMENTS.
- REFER TO LOS RANCHOS ZONING ARTICLE 2 SEC. 4.2.30 'DARK SKIES' FOR SITE/BUILDING LIGHTING REQUIREMENTS.
- OUTDOOR LIGHT FIXTURES SHALL BE SHIELDED SUCH THAT LIGHT RAYS EMITTED BY THE FIXTURE ARE PROJECTED AT 45° FROM A POINT ON FIXTURE WHERE LIGHT IS EMITTED.
- FIXTURES USED FOR SECURITY PURPOSES, OR TO ILLUMINATE WALKWAYS, ROADSWAYS, EQUIPMENT YARDS AND PARKING LOTS, ONLY SHIELDED OUTDOOR LIGHT FIXTURES SHALL BE UTILIZED.
- FIXTURES USED FOR ON OR OFF PREHSE SIGNS OR FOR DECORATIVE EFFECTS OR RECREATIONAL FACILITIES SUCH AS FOR BUILDING, LANDSCAPE OR BALL FIELD ILLUMINATION, THE OUTDOOR LIGHT FIXTURES SHALL BE EQUIPPED WITH AUTOMATIC TRIMMING DEVICES, BE SHIELDED and/or FOCUSED TO MINIMIZE LIGHT POLLUTION.
- OUTDOOR FIXTURES SHALL BE REQUIRED TO HAVE ALL LIGHT FOCUSED DOWNWARD.
- OUTDOOR LIGHT FIXTURES SHALL BE LIMITED TO FIFTEEN (15) FEET IN HEIGHT.
- ALL OUTDOOR LIGHT FIXTURES EXISTING OR HEREAFTER INSTALLED AND MAINTAINED UPON PRIVATE PROPERTY WITHIN CONVEYAL OR RESERVATION ZONES SHALL BE TURNED OFF BETWEEN 11:00pm AND SUNRISE EXCEPT WHEN PERMITTED BY THE DIRECTOR OF PLANNING AND ZONING. A PERMIT WILL BE ISSUED IF, IN THE OPINION OF THE DIRECTOR OF PLANNING AND ZONING PER SUB SECTION I THRU 5.
- LIGHTING EXTERIOR TO THE STRUCTURES SHALL BE SHIELDED IN SUCH A MANNER AS TO CONFINED EMITTED LIGHT WITHIN THE BOUNDARY OF THE PROPERTY FROM WHICH IT ORIGINATED.
- DEVELOPER/SG TO PROVIDE FOR FUTURE PEDESTRIAN PATH OF TRAVEL TO PEDESTRIAN ROOM - ACCESSIBLE PATH OF TRAVEL IS A BARRIER FREE ACCESS ROUTE WHO ANY ABRUPT GRADE and/or LEVEL CHANGES EXCEEDING 1/2" and/or 1" BEVELED @ 1/2 MAX. SLOPE. VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAX. PATH TO BE AT LEAST 48" IN WIDTH. SURFACES SHALL BE STABLE, FIRM & SLIP RESISTANT. CROSS SLOPE IS NOT EXCEED 2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% I.L.O. APPROVED. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO $40'$ MIN. & PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM WALL & ABOVE 27" & LESS THAN 80".

LEGAL DESCRIPTION

LOT 1 OF VELHAGEN VALLEY ESTATES BEING A REPLAT OF TRACTS 1888B & 1882A, HRSO 449 NO. 27 WITHIN SECTION 21, T. 11 N. R. 3 E. N.M.P.M. S. 18E. SALLESOS GRANT, BERNALILLO COUNTY, NEW MEXICO

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOUSE)
CONSTRUCTION TYPE	Y-5 (NON-RATED)
NO. OF STORES	2 (TYP.)
SPRINKLED	NO
BUILDING ALLOWABLE AREA CODES	7,000 SQ. FT. 2015BC, 2015AC, 2015AC, 2015BC, 2015AC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	3178sq (22842.5 SQ. FT.)
LOT COVERAGE	5% (1,044 / 22842)
LOT IMPERVIOUS	4% (932 / 22842)
FLOOR AREA RATIO (F.A.R.)	71.9%
BUILDING SQ. FT. (FOOTPRINT)	5922 SQ. FT. BUILDING 'A' 5322 SQ. FT. BUILDING 'B' 1,044 SQ. FT.
TOTAL	5x10 DUS PER AC. • 5 UNITS MIN. REQ'D 8 DWELLING UNITS PROVIDED
MAX. TOTAL DWELLING UNIT TOTAL	
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 591 SQ. FT. 2nd FL. = 429 SQ. FT. 1st & 2nd FL. = 1,020 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,251 SQ. FT.
	UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 591 SQ. FT. 2nd FL. = 329 SQ. FT. 1st & 2nd FL. = 1,220 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,556 SQ. FT.
	UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 591 SQ. FT. 2nd FL. = 329 SQ. FT. 1st & 2nd FL. = 1,220 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,556 SQ. FT.
PERM. MAP NO.	88006011-5
UPCA	1010668210509023
PARKING REQUIRED	8 STD. 8 PER UNIT
PARKING PROVIDED (GARAGE)	20 STD. (2.5 PER UNIT-BUILDING)
NO PARKING REQUIRED	1 (1 REQ'D CB TOTAL STALLS)
NO PARKING PROVIDED	1 (VAN ACCESSIBLE)

TOTAL 1st FLOOR 3522 sq ft
TOTAL 2nd FLOOR 2795 sq ft
% = 79.4%

Site Development-New Townhomes
Velhagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.

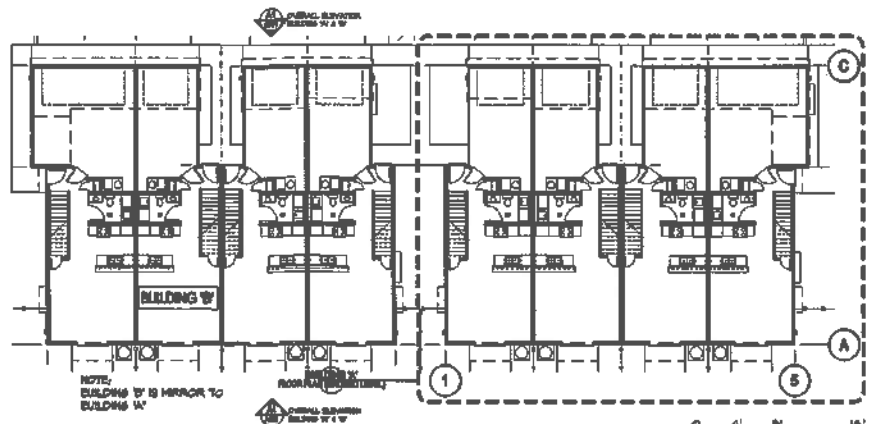


DRAWN BY: AO
REVIEWED BY:
DATE: 07/10/2023
PROJECT NO.: 00720-Vel-341.001

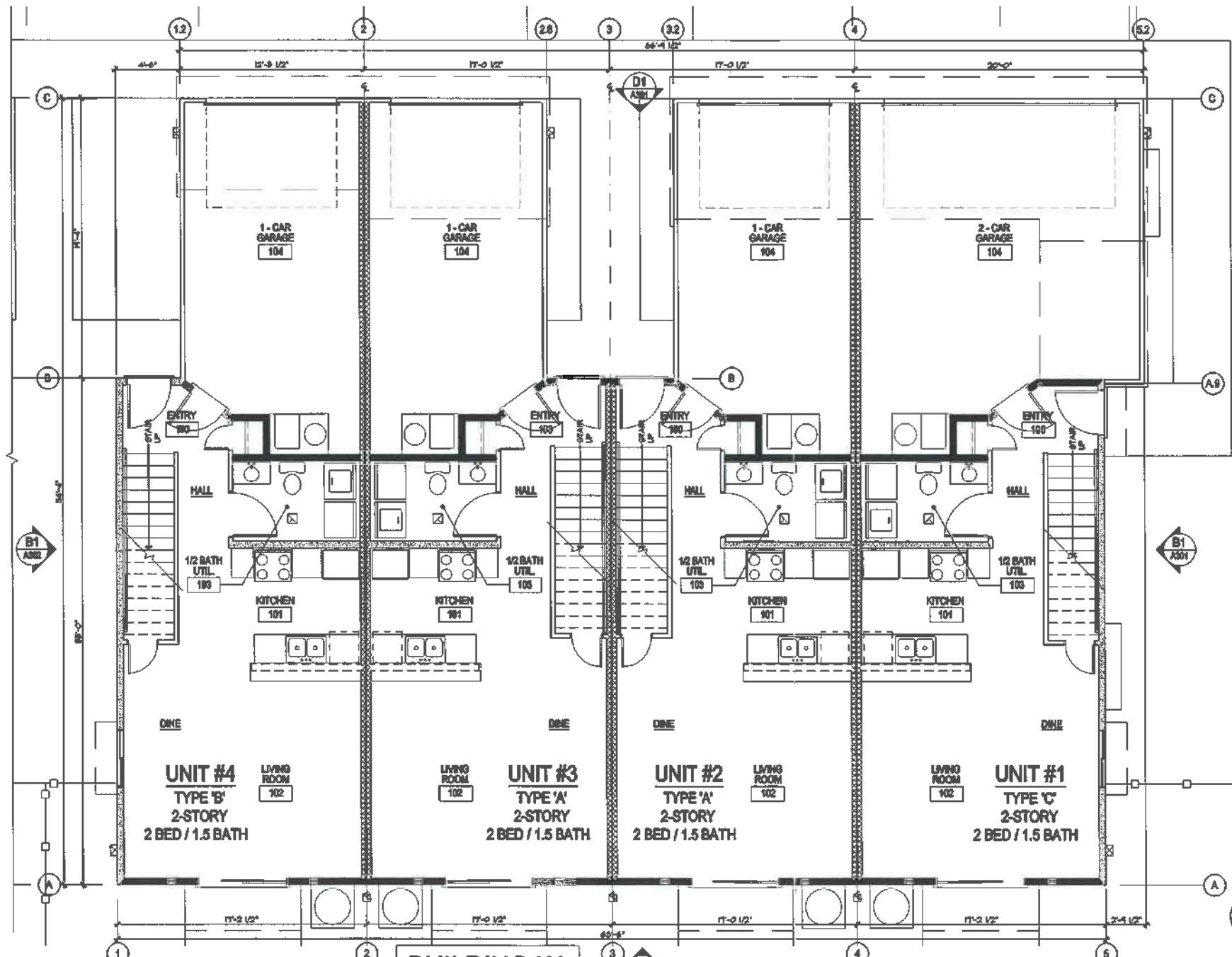
SITE PLAN VICINITY MAP SITE/BUILDING DATA

A101

SITE PLAN



FLOOR PLAN (BUILDING 'B')
4 UNITS TOTAL (GROUND LEVEL)



FLOOR PLAN (BUILDING 'A')
4 UNITS (GROUND LEVEL)

BUILDING 'A'

GENERAL NOTES

ASBTR	▲
▲	
▲	
▲	

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILD'S ALLOWABLE AREA CODES	1,000 SQ. FT. 2018BC, 2018RC, 2018MC, 2018PC, 2018EC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	31,750 (22,542.5 SQ. FT.)
LOT COVERAGE	51% (11,044 / 22,542)
LOT IMPERVIOUS	41% (9,312 / 22,542)
FLOOR AREA RATIO (F.A.R.)	71.4%
BUILDING SQ. FT. (FOOTPRINT)	5,522 SQ. FT. BUILDING 'A' 5,522 SQ. FT. BUILDING 'B' 10,444 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5,000 DUS PER AC. = 5 UNITS MIN. REG'D 6 DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 612 SQ. FT. 1st & 2nd FL. = 1,224 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,530 SQ. FT.
	UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 708 SQ. FT. 1st & 2nd FL. = 1,259 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,556 SQ. FT.
	UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 681 SQ. FT. 1st & 2nd FL. = 1,236 SQ. FT. HEATED GARAGE = 482 SQ. FT. TOTAL UNIT = 1,679 SQ. FT.
FEMA MAP NO.	88001017-6
UPCS	10180631281808025
PARKING REQUIRED	6 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REG'D GS TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

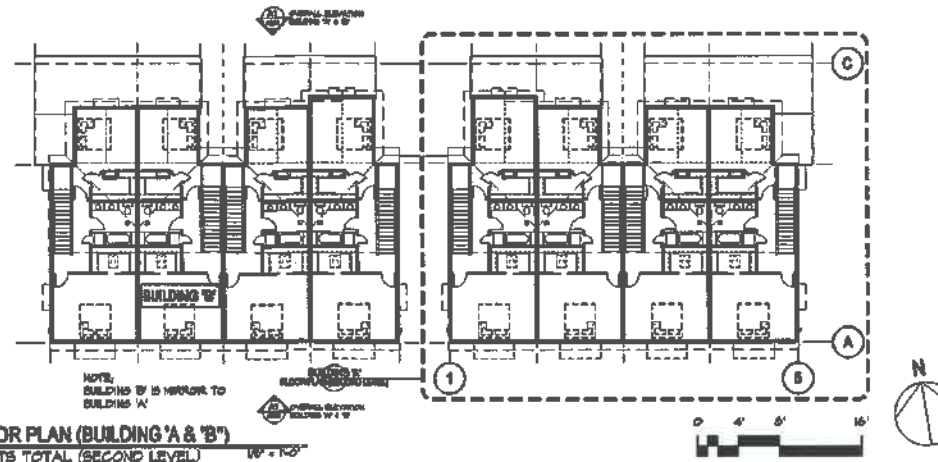
Site Development-New Townhomes
Veihagen Valley Estates
320 Roehi Rd. NW
Los Ranchos de Albuquerque, NM.



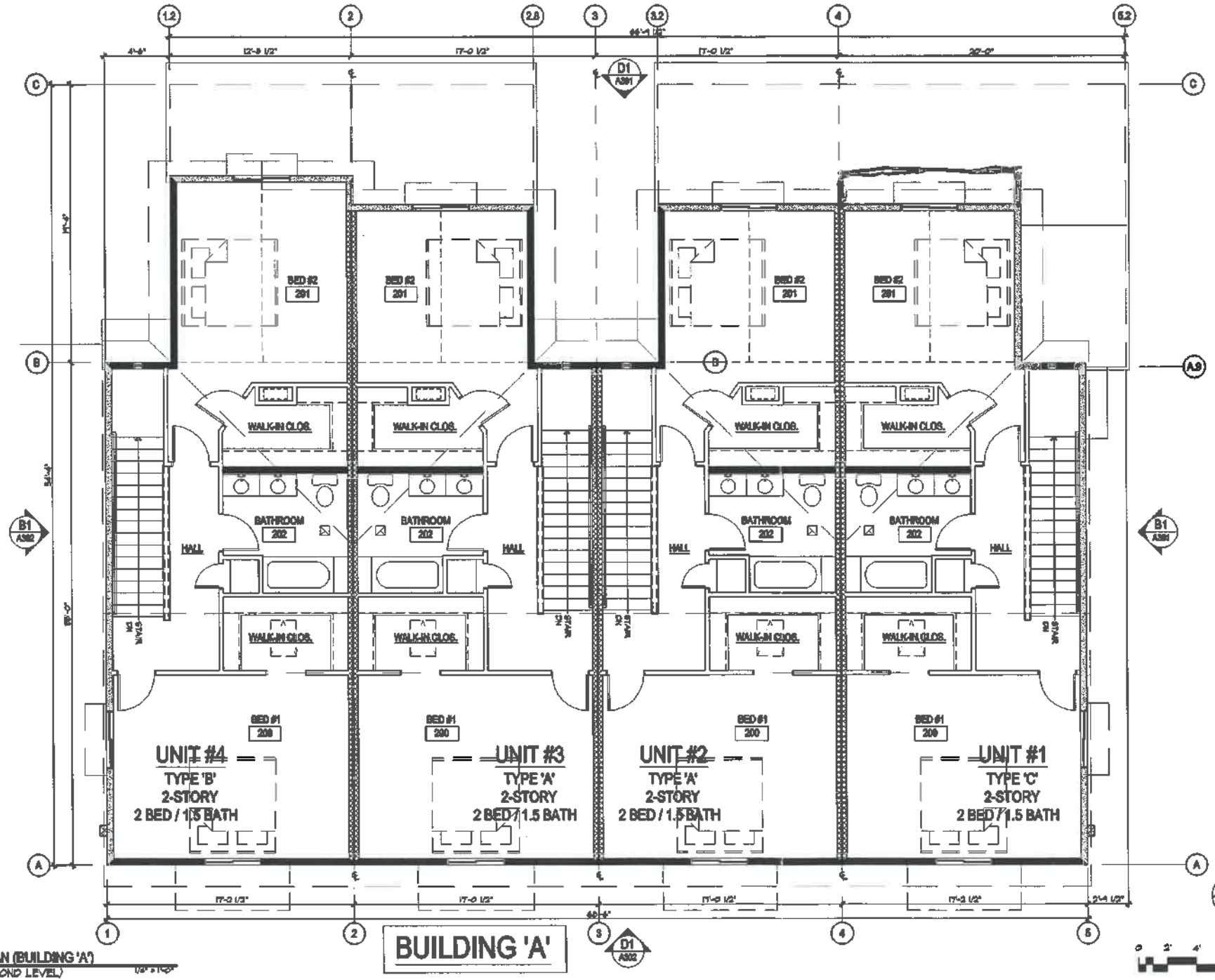
DRAWN BY	AC
REVIEWED BY	
DATE	07/10/2010
PROJECT NO.	0070-Ve1-B1-001

FLOOR PLANS
(GROUND LEVEL)

A201



GENERAL NOTES



SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-5 (NON-RATED)
NO. OF STORIES	2 (TYP)
SPRINKLED	NO
BUILD'S ALLOWABLE AREA CODES	1,000 SQ. FT. 201B1C, 201B1C, 201B1MC, 201B1PC, 201B1EC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	3.175ac (22,342.9 SQ. FT.)
LOT COVERAGE	9 1/2% (1,044 / 22,342)
LOT IMPERVIOUS	4 1/2% (4812 / 22,342)
FLOOR AREA RATIO (F.A.R.)	77.9%
BUILDING SQ. FT. (FOOTPRINT)	5,822 SQ. FT. BUILDING 'A' 5,822 SQ. FT. BUILDING 'B' 7,044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5.610 DUS PER AC. = 5 UNITS MIN. REQ'D 5 DWELLING UNITS PROVIDED
UNIT SQ. FT.	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,460 SQ. FT.
	UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,460 SQ. FT.
	UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH) 1st FL. = 551 SQ. FT. 2nd FL. = 678 SQ. FT. 1st & 2nd FL. = 1,229 SQ. FT. HEATED GARAGE = 231 SQ. FT. TOTAL UNIT = 1,460 SQ. FT.
FEMA MAP NO.	55001017-5
UPCA	1018061201000025
PARKING REQUIRED	0 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT-INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D (25 TOTAL STALLS))
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

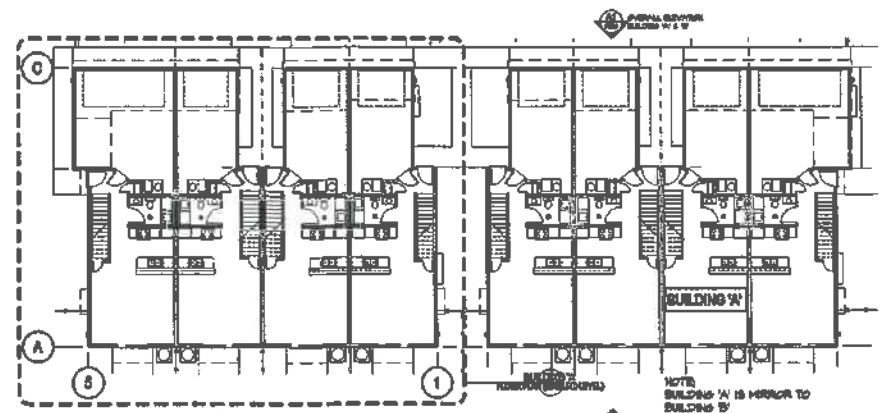
Site Development-New Townhomes
 Veihagen Valley Estates
 320 Roehl Rd. NW
 Los Ranchos de Albuquerque, NM.



Drawn by AD
 REVIEWED BY
 DATE 01/10/2020
 PROJECT NO. 0019-Vol-Bu-001

FLOOR PLANS
 (SECOND LEVEL)

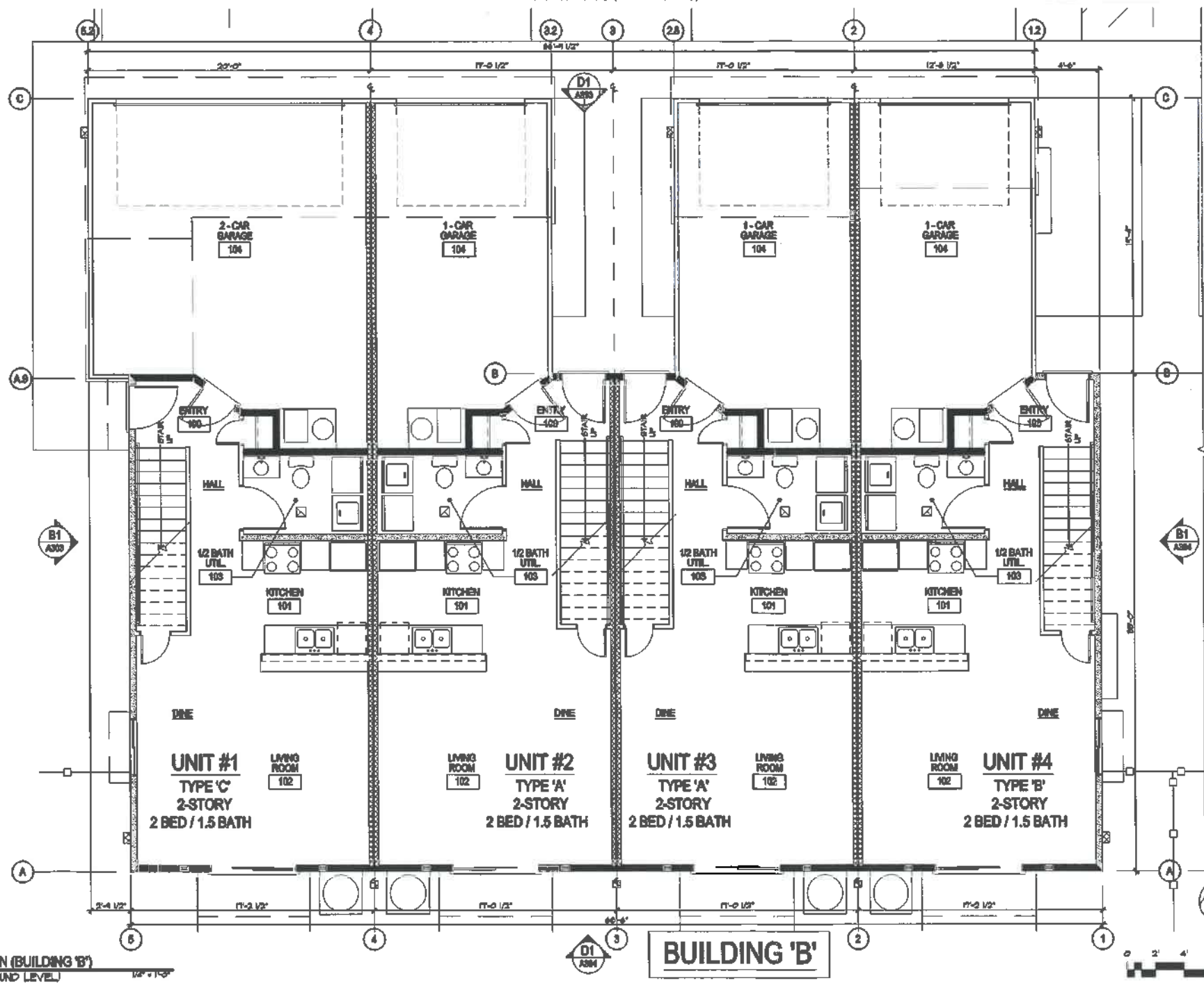
A202



FLOOR PLAN (BUILDING 'A' & 'B')
8 UNITS TOTAL (GROUND LEVEL)

GENERAL NOTES

- △
- △
- △
- △



FLOOR PLAN (BUILDING 'B')
4 UNITS (GROUND LEVEL)

BUILDING 'B'

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILD'S ALLOWABLE AREA CODES	7,000 SQ. FT. 201BEC, 201BEG, 201BMC, 201BPC, 201NEG
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	5178ac (225423 SQ. FT.)
LOT COVERAGE	81% (1744 / 22542)
LOT IMPERVIOUS	41% (9312 / 22542)
FLOOR AREA RATIO (F.A.R.)	11.4%
BUILDING SQ. FT. (FOOTPRINT)	5922 SQ. FT. BUILDING 'A' 5922 SQ. FT. BUILDING 'B' 7044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5610 DUS PER AC. = 8 UNITS MIN. REQ'D 8 DWELLING UNITS PROVIDED
UNIT SQ. FT.	
	UNIT 'A' - 4 TOTAL (2 BED / 1.5 BATH)
	1st FL. = 591 SQ. FT.
	2nd FL. = 678 SQ. FT.
	1st & 2nd FL. = 1269 SQ. FT. HEATED GARAGE = 231 SQ. FT.
	TOTAL UNIT = 1500 SQ. FT.
	UNIT 'B' - 2 TOTAL (2 BED / 1.5 BATH)
	1st FL. = 557 SQ. FT.
	2nd FL. = 328 SQ. FT.
	1st & 2nd FL. = 1285 SQ. FT. HEATED GARAGE = 231 SQ. FT.
	TOTAL UNIT = 1556 SQ. FT.
	UNIT 'C' - 2 TOTAL (2 BED / 1.5 BATH)
	1st FL. = 557 SQ. FT.
	2nd FL. = 684 SQ. FT.
	1st & 2nd FL. = 1286 SQ. FT. HEATED GARAGE = 231 SQ. FT.
	TOTAL UNIT = 1672 SQ. FT.
FEMA MAP NO.	33001017-6
UPCA	1015065121603025
PARKING REQUIRED	0 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 REQ'D 0.8 TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

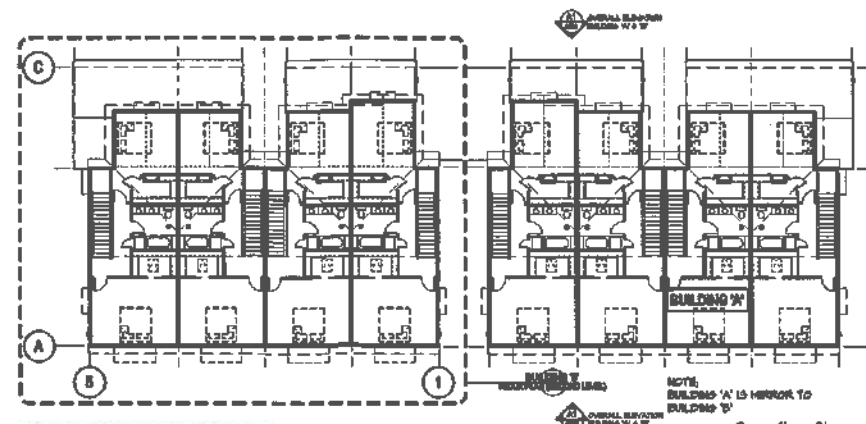
Site Development-New Townhomes
Velhagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.



DESIGNED BY	AD
REVIEWED BY	
DATE	07/10/2010
PROJECT NO.	0010-Vel-10101
NO. OF SHEETS	

FLOOR PLANS
(GROUND LEVEL)

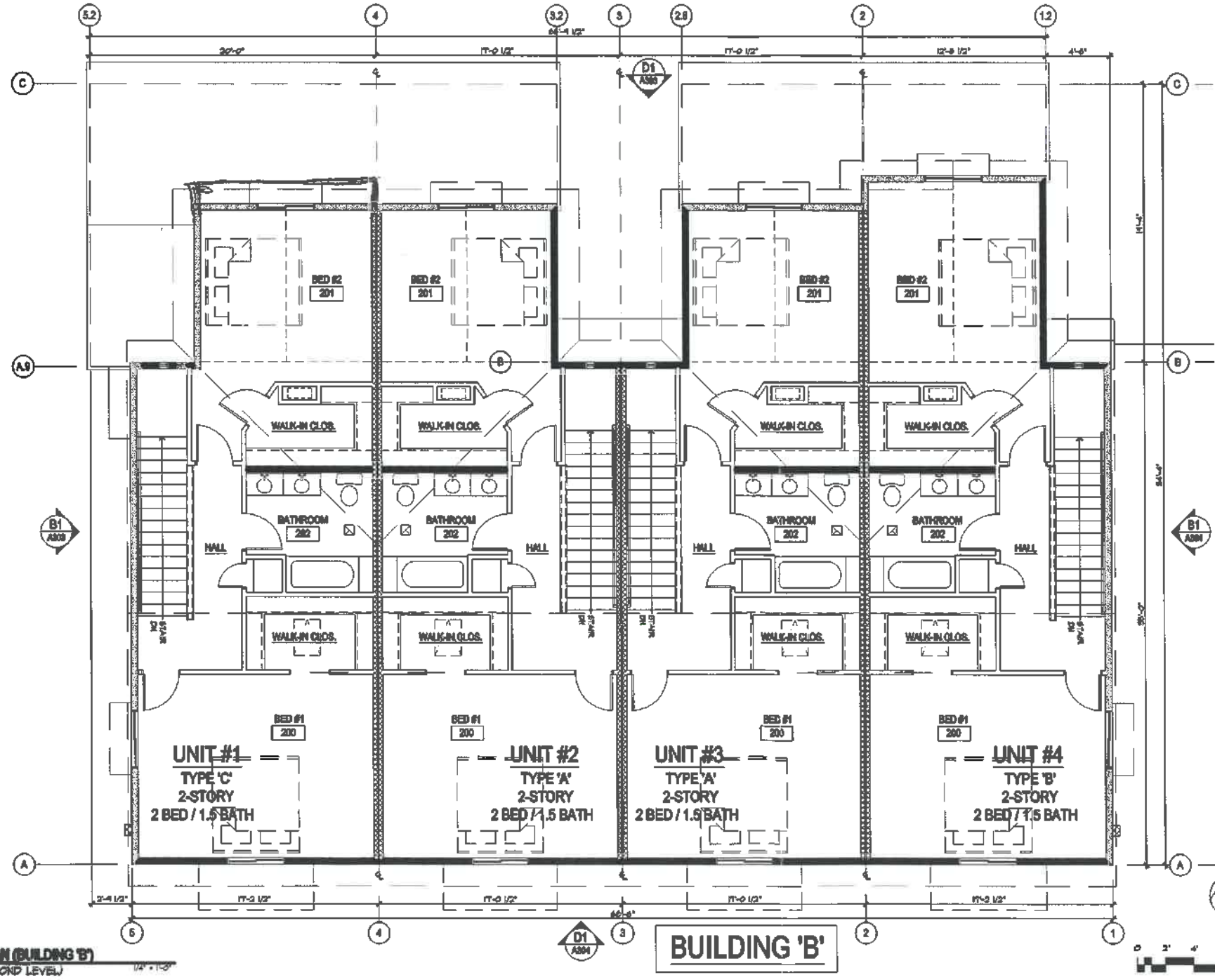
SHEET NO. A203



FLOOR PLAN (BUILDING 'A' & 'B')
8 UNITS TOTAL (SECOND LEVEL)

GENERAL NOTES

- △
- △
- △



FLOOR PLAN (BUILDING 'B')
4 UNITS (SECOND LEVEL)

BUILDING 'B'

SITE/BUILDING DATA

PROPOSED USE	RESIDENTIAL (MULTI-FAMILY/TOWNHOME)
CONSTRUCTION TYPE	V-B (NON-RATED)
NO. OF STORIES	2 (TYP.)
SPRINKLED	NO
BUILD'S ALLOWABLE AREA CODES	7000 SQ. FT. 2015BC, 2015IRC, 2015MC, 2015PC, 2015NEC
ZONE	C-1
CLIMATE ZONE	4B
SITE AREA/ACRES	3175sq. (22342.5 SQ. FT.)
LOT COVERAGE	51% (11044 / 22342)
LOT IMPERVIOUS	41% (9312 / 22342)
FLOOR AREA RATIO (F.A.R.)	11.9%
BUILDING SQ. FT. (FOOTPRINT)	5522 SQ. FT. BUILDING 'A' 2522 SQ. FT. BUILDING 'B' 7044 SQ. FT.
TOTAL	
MAX. TOTAL DWELLING UNIT TOTAL	5x10 DUS PER AC. = 5 UNITS MIN. REQ'D 8 DWELLING UNITS PROVIDED
UNIT SQ. FT.	
	UNIT 'A' - 4 TOTAL (2 BED 1.5 BATH)
	1st FL. = 581 SQ. FT.
	2nd FL. = 618 SQ. FT.
	1st & 2nd FL. = 1204 SQ. FT. HEATED
	GARAGE = 231 SQ. FT.
	TOTAL UNIT = 1522 SQ. FT.
	UNIT 'B' - 2 TOTAL (2 BED 1.5 BATH)
	1st FL. = 551 SQ. FT.
	2nd FL. = 128 SQ. FT.
	1st & 2nd FL. = 1255 SQ. FT. HEATED
	GARAGE = 231 SQ. FT.
	TOTAL UNIT = 1556 SQ. FT.
	UNIT 'C' - 2 TOTAL (2 BED 1.5 BATH)
	1st FL. = 551 SQ. FT.
	2nd FL. = 641 SQ. FT.
	1st & 2nd FL. = 1255 SQ. FT. HEATED
	GARAGE = 231 SQ. FT.
	TOTAL UNIT = 1627 SQ. FT.
PERMA MAP NO.	55001017-0
UPCA	10150531201050025
PARKING REQUIRED	5 STD. (1 PER UNIT)
PARKING PROVIDED	20 STD. (2.5 PER UNIT INCLUDING GARAGE)
HC PARKING REQUIRED	1 (1 RESID. CBS TOTAL STALLS)
HC PARKING PROVIDED	1 (VAN ACCESSIBLE)

Site Development-New Townhomes
Veihagen Valley Estates
320 Roehl Rd. NW
Los Ranchos de Albuquerque, NM.



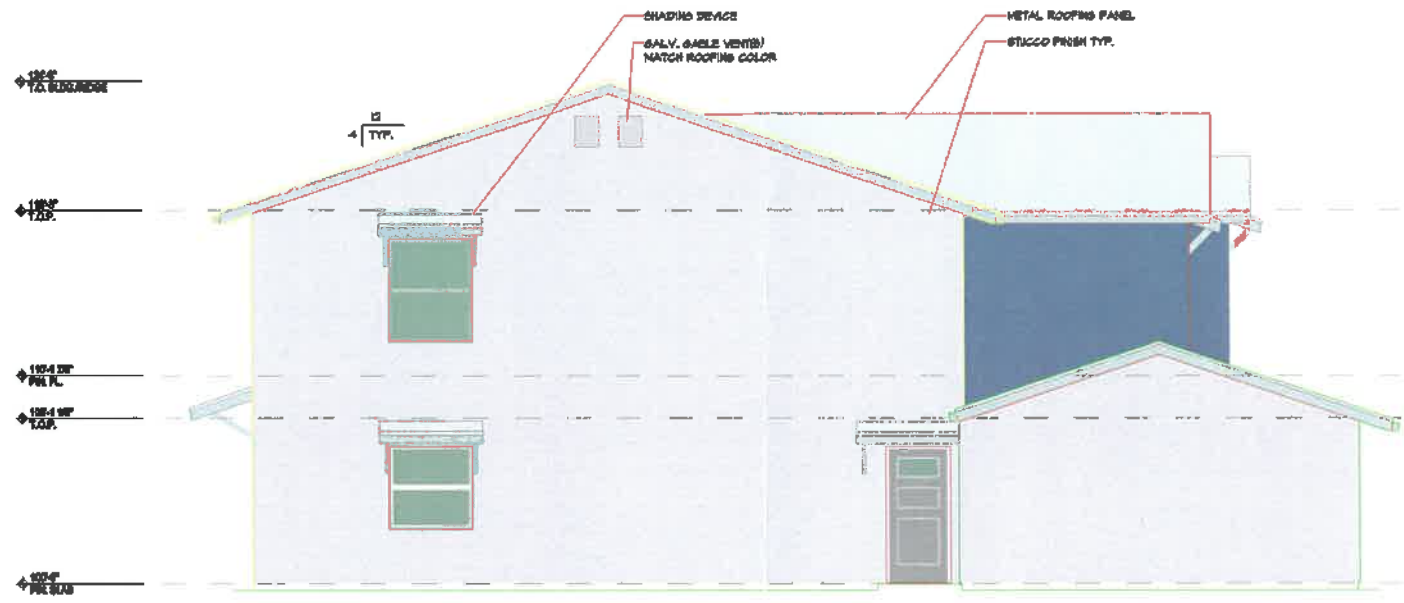
DRAWN BY: AD
REVIEWED BY:
DATE: 01/10/2010
PROJECT NO.: 0010-Vel-Bn-001

FLOOR PLANS
(SECOND LEVEL)

A204



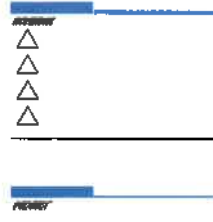
(A1) EXTERIOR ELEVATION
BUILDINGS 'A' & 'B' (LOOKING SOUTH) 1/8" = 1'-0"



(B1) EXTERIOR ELEVATION
BUILDING 'A' (LOOKING WEST) 1/8" = 1'-0"



(D1) EXTERIOR ELEVATION
BUILDING 'A' (LOOKING SOUTH) 1/8" = 1'-0"

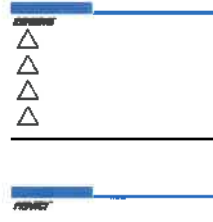


Site Development-New Townhomes
Veihagen Valley Estates
320 Roehi Rd. NW
Los Ranchos de Albuquerque, NM.



DRAWN BY: AD
REVIEWED BY:
DATE: 07/10/2010
PROJECT NO.: 0070-vel-2x1001
ARCHITECT:
EXT. ELEVATIONS

A301

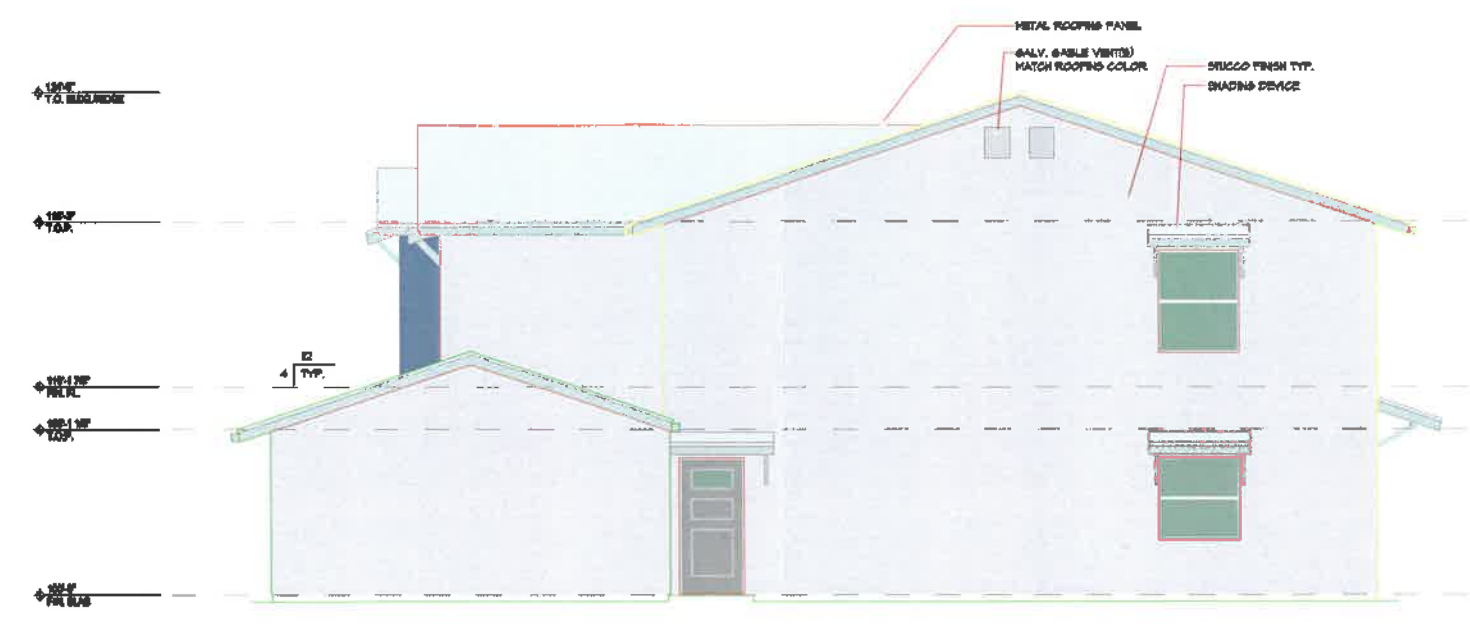


Site Development-New Townhomes
 Velhagen Valley Estates
 320 Roehi Rd. NW
 Los Ranchos de Albuquerque, NM.



DRAWN BY	AO
REVIEWED BY	
DATE	07/10/2020
PROJECT NO.	6029-Vel-BH-001
EXT. ELEVATIONS	

A303

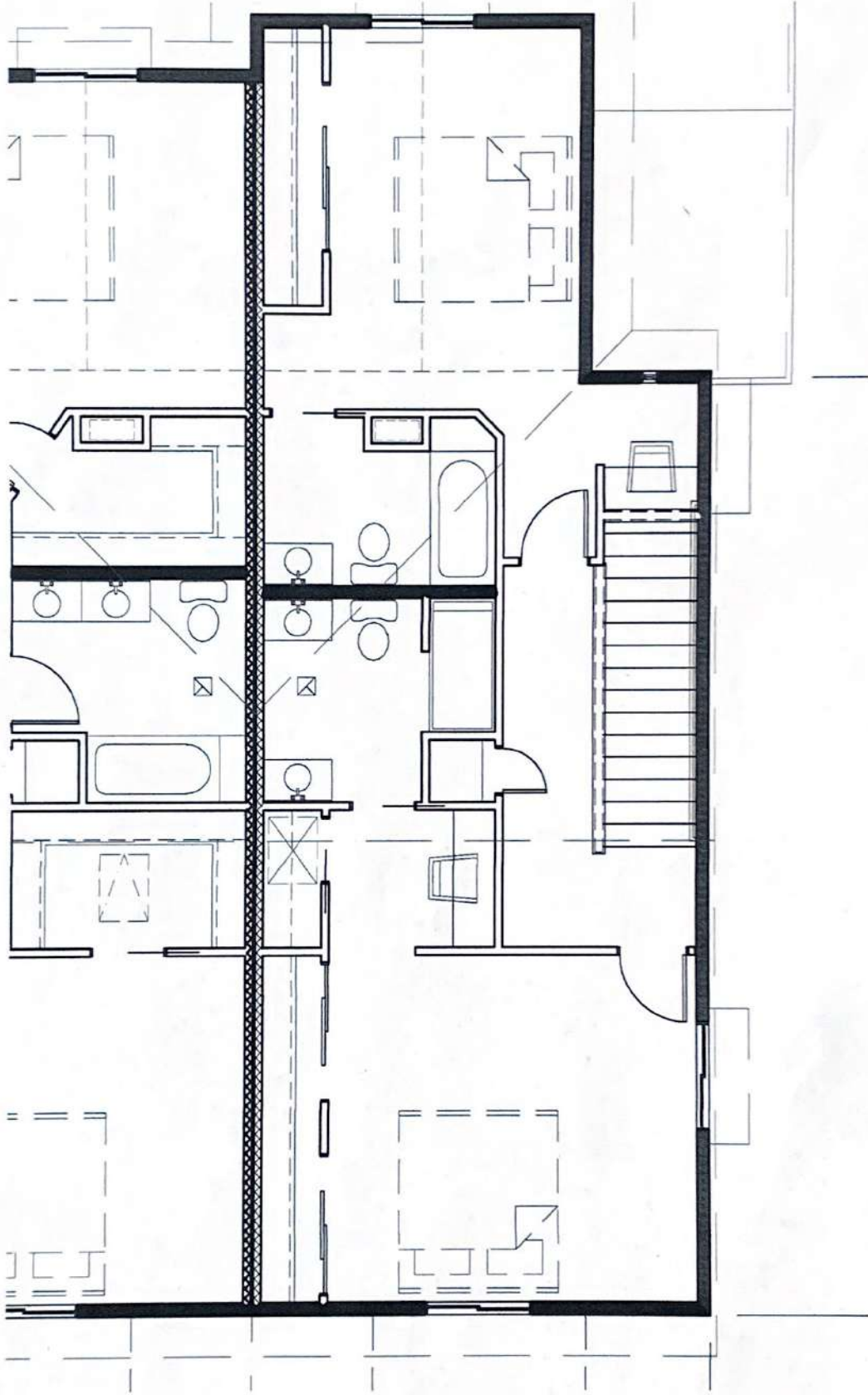


(B1) EXTERIOR ELEVATION
 BUILDING B (LOOKING EAST) 1/8" = 1'-0"



(D1) EXTERIOR ELEVATION
 BUILDING B (LOOKING SOUTH) 1/8" = 1'-0"





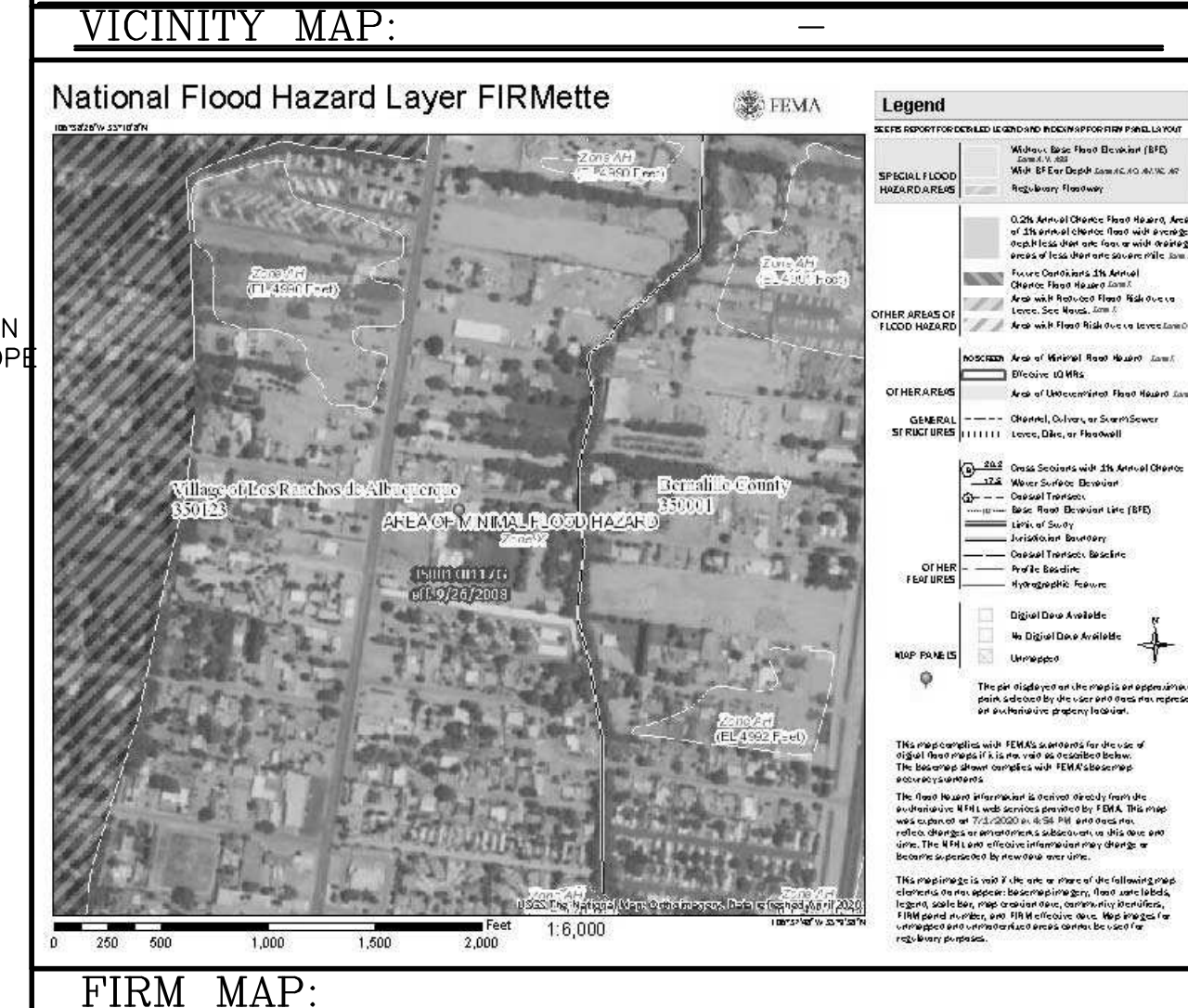
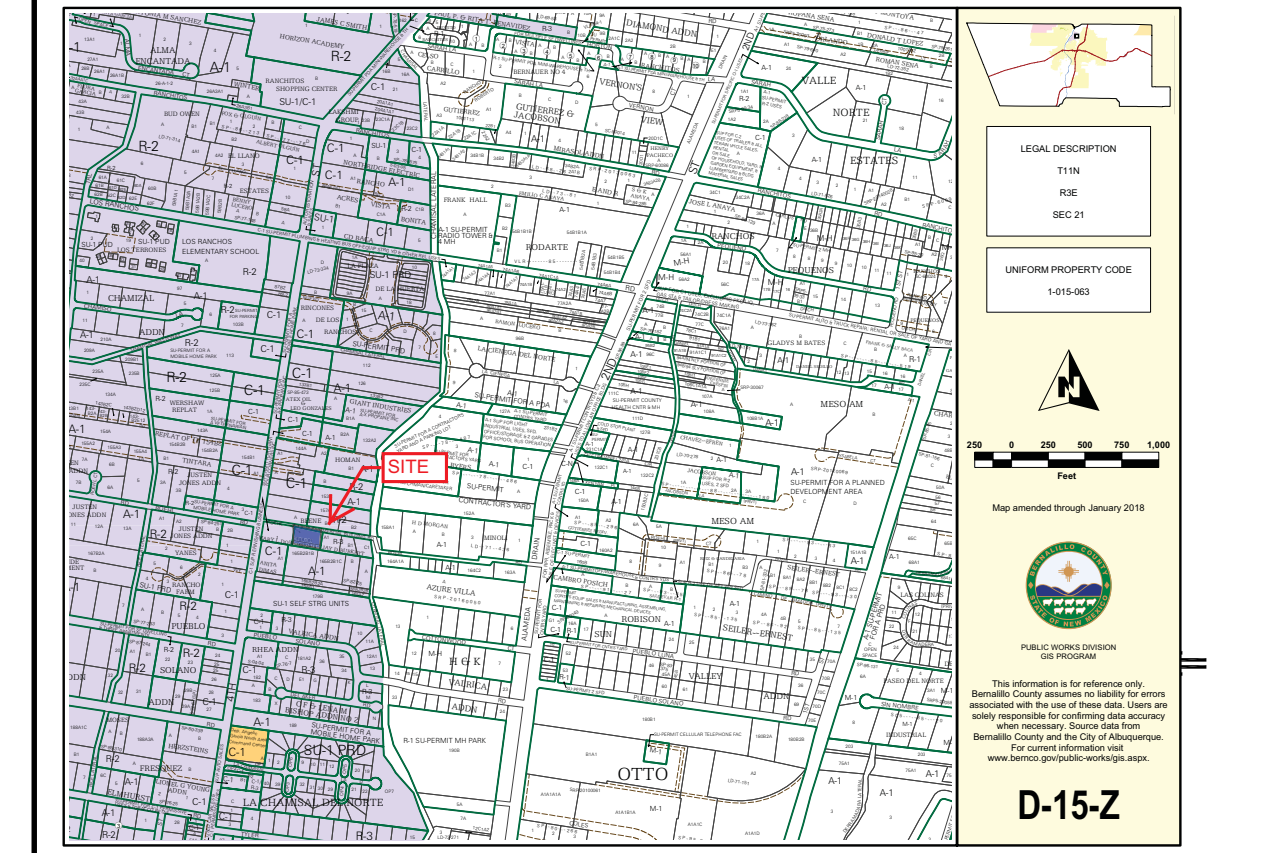
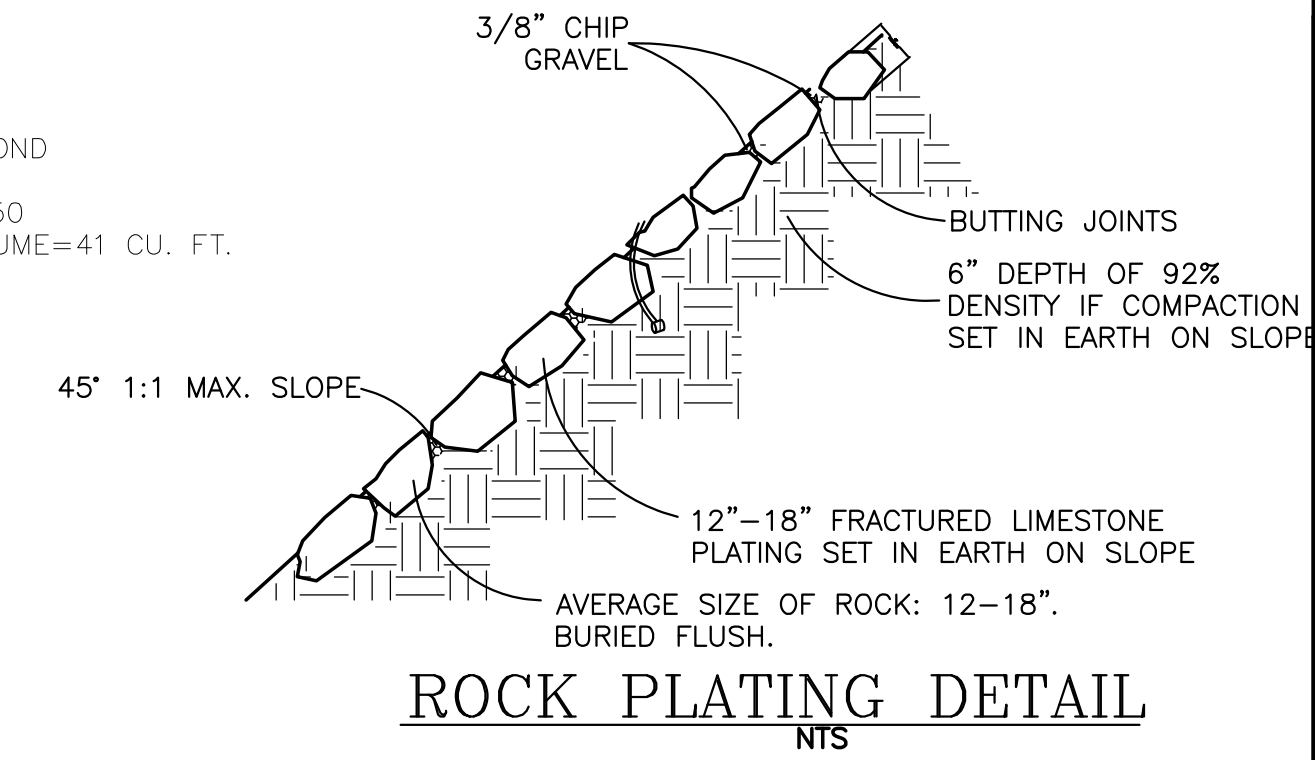
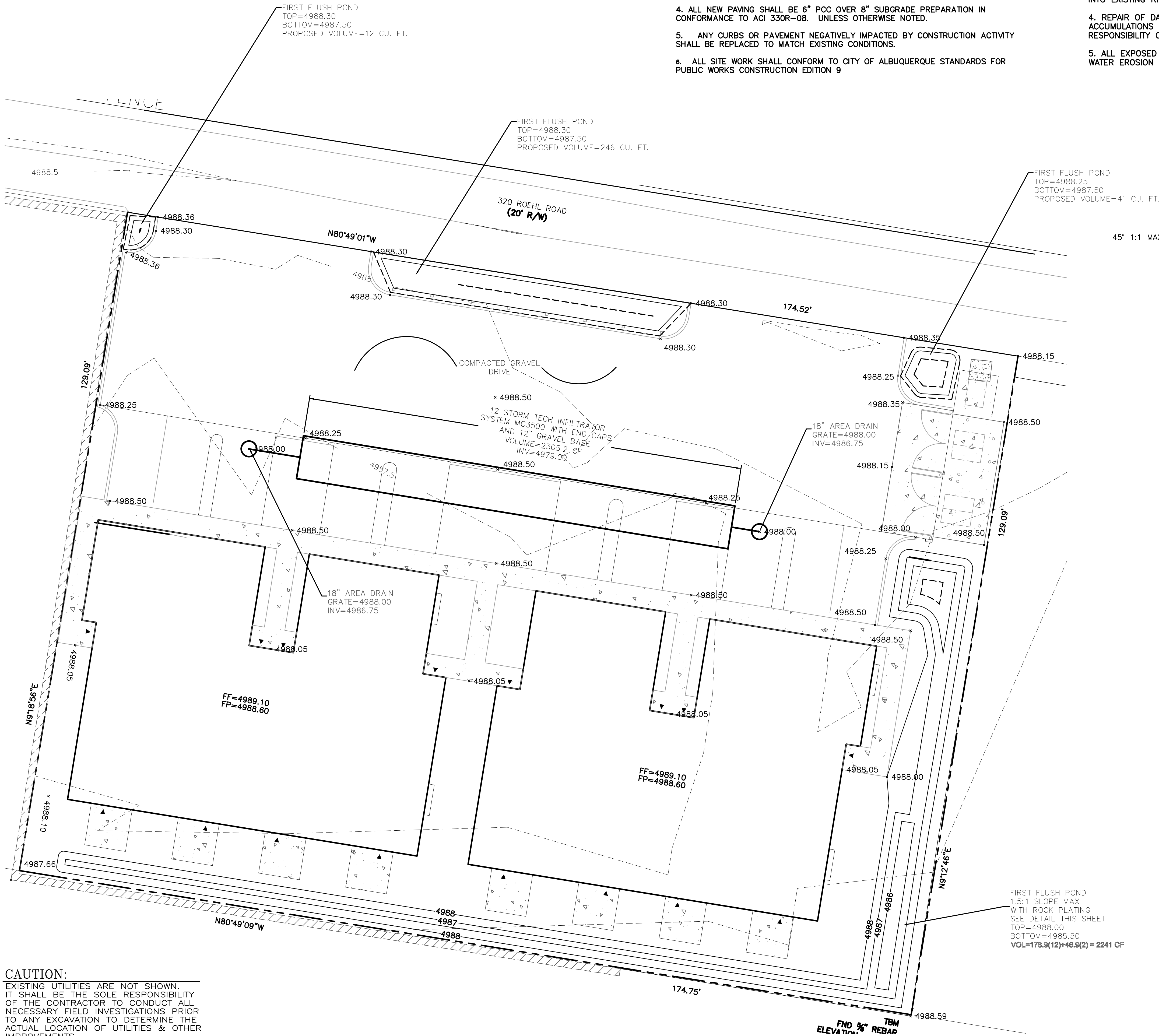


NOTES:

1. ALL SPOT ELEVATIONS REPRESENT FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER TO 6" HEADER UNLESS OTHERWISE NOTED.
3. ALL RETAINING WALL DESIGN SHALL BE BY OTHERS.
4. ALL NEW PAVING SHALL BE 6" PCC OVER 8" SUBGRADE PREPARATION IN CONFORMANCE TO ACI 330R-08. UNLESS OTHERWISE NOTED.
5. ANY CURBS OR PAVEMENT NEGATIVELY IMPACTED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.
6. ALL SITE WORK SHALL CONFORM TO CITY OF ALBUQUERQUE STANDARDS FOR PUBLIC WORKS CONSTRUCTION EDITION 9

EROSION CONTROL NOTES:

1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
4. REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL ACCEPTANCE OF ANY PROJECT.

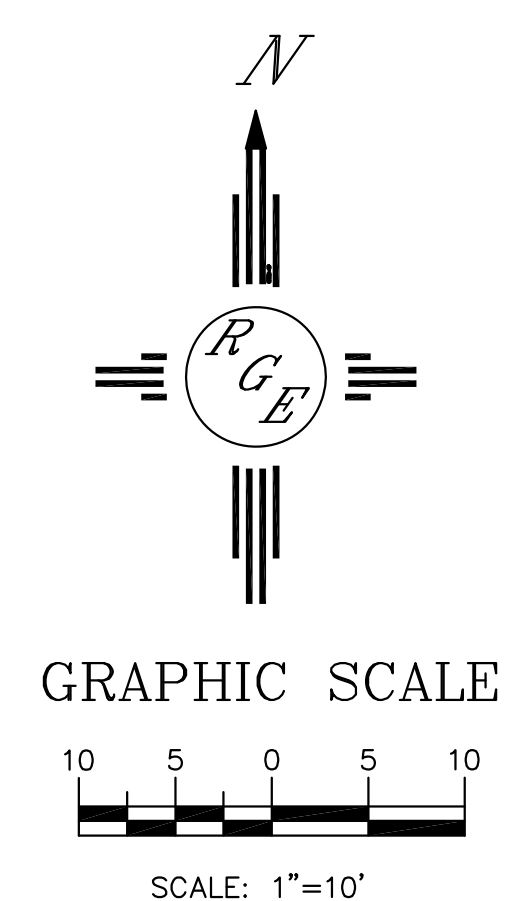


LEGAL DESCRIPTION:
MRGCD MAP NO 27, TRACTS 165B1B1 & 165B2A2A

LEGEND

	EXISTING CONTOUR
	EXISTING INDEX CONTOUR
	PROPOSED CONTOUR
	PROPOSED INDEX CONTOUR
	SLOPE TIE
	EXISTING SPOT ELEVATION
	PROPOSED SPOT ELEVATION
	BOUNDARY
	CENTERLINE
	RIGHT-OF-WAY
	PROPOSED CURB
	EXISTING CURB AND GUTTER
	PROPOSED SIDEWALK
	EXISTING SIDEWALK

CAUTION:
EXISTING UTILITIES ARE NOT SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES & OTHER IMPROVEMENTS.



 9/15/20 DAVID SOULE P.E. #14522	320 ROEHL GRADING AND DRAINAGE PLAN	DRAWN BY WCIJ DATE 7-09-20 2102052-LAYOUT-7-08-20
	 Rio Grande Engineering 1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	SHEET # — JOB # 2102052

Weighted E Method
VILLAGE OF LOS RANCHOS DE ALBUQUERQUE

Basin	Area (sf)	Area (acres)	Treatment A		Treatment B		Treatment C		Treatment D		100-Year, 6-hr Weighted E	Volume (ac-ft)	Flow cfs	10-day Volume (ac-ft)
			%	(acres)	%	(acres)	%	(acres)	%	(acres)				
PROPOSED	22614	0.519	0%	0	18.0%	0.093	38.0%	0.19726	44%	0.226	1.364	0.059	1.76	0.089
HISTORICAL	22614	0.519	70%	0.3634	30.0%	0.156	0.0%	0	0%	0.000	0.529	0.022	0.78	0.022

Equations:
Weighted E = Ea*Aa + Eb*Ab + Ec*Ac + Ed*Ad / (Total Area)

Volume = Weighted E * Total Area

Flow = Qa * Aa + Qb * Ab + Qc * Ac + Qd * Ad

Where for 100-year, 6-hour storm (zone 1)

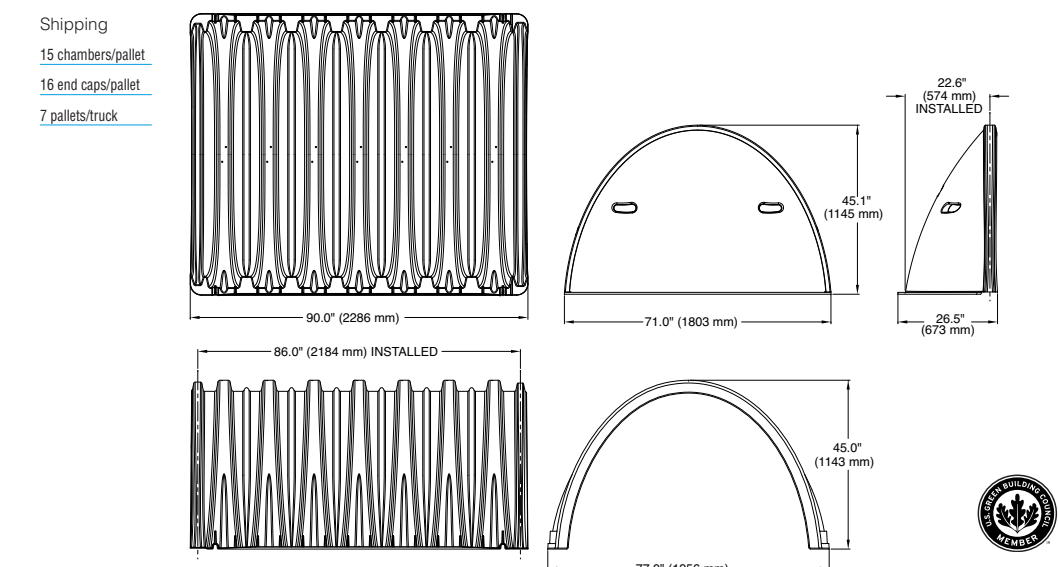
Ea = 0.44	Qa = 1.29
Eb = 0.67	Qb = 2.63
Ec = 0.99	Qc = 2.97
Ed = 1.97	Qd = 4.37

EXISTING 10-DAY VOLUME	959.21 CF
PROPOSED 10-DAY VOLUME	3696.392 CF
WATER QUALITY REQUIREMENT	281.921 CF
PONDING REQUIRED	3696.392 CF
PONDING PROVIDED	1,847 CF
UNDERGROUND STORAGE	2016.100 CF
TOTAL RETAINED	4,152 CF

SITE IS LOCATED WITHIN A FULLY DEVELOPED SUBDIVISION. THE ADJACENT ROADWAY DOES NOT HAVE CURB AND GUTTER. THE DRAINAGE MANAGEMENT PLAN FOR THIS LOT CALLS FOR THE ONSITE RETENTION OF THE TOTAL FLOW GENERATED BY THIS DEVELOPMENT USING THE 10-DAY EVENT

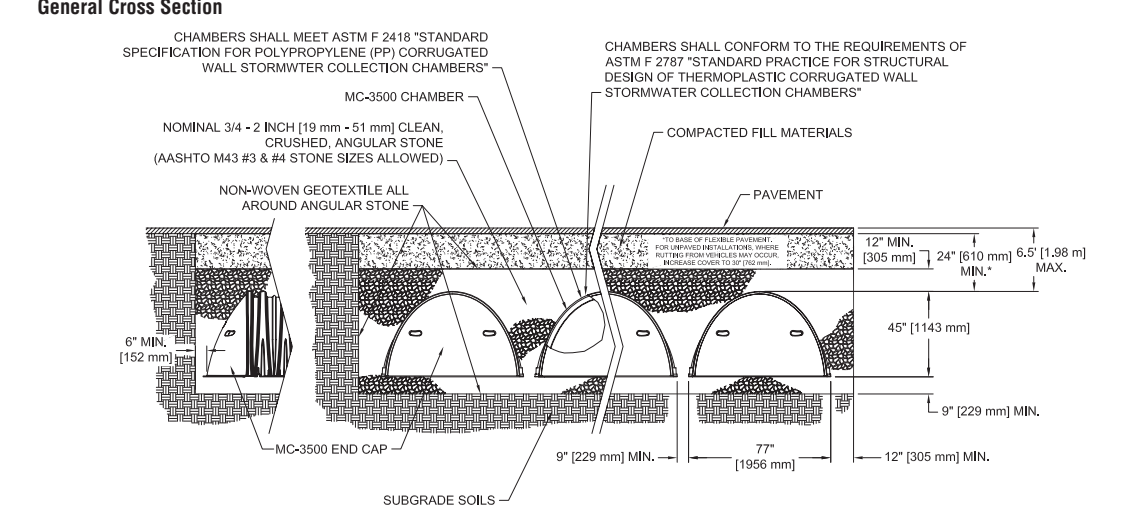


StormTech MC-3500 Chamber (not to scale)		StormTech MC-3500 End Cap (not to scale)	
Nominal Chamber Specifications			
Size (L x W x H)	90" (2286 mm) x 77" (1956 mm) x 45" (1143 mm)	Size (L x W x H)	36" (914 mm) x 45" (1143 mm) x 4.5" (114 mm)
Chamber Storage	109.9 ft³ (3.11 m³)	End Cap Storage	15.6 ft³ (0.44 m³)
Min. Installed Storage*	178.9 ft³ (5.06 m³)	Min. Installed Storage*	46.9 ft³ (1.33 m³)
Weight	134 lbs (60.3 kg)	Weight	43 lbs (19.5 kg)



Storage Volume Per Chamber/End Cap ft³ (m³)	Chamber/End Cap and Stone Foundation Depth (in. (mm))			
	9" (229)	12" (305)	15" (381)	18" (457)
MC-3500 Chamber	109.9 (3.11)	178.9 (5.06)	164.0 (4.65)	193.3 (5.5)
MC-3500 End Cap	15.6 (0.44)	46.9 (1.33)	50.3 (1.43)	52.0 (1.47)

Volume of Excavation Per Chamber/End Cap ft³ (m³)	Stone Foundation Depth (in. (mm))			
	9" (229)	12" (305)	15" (381)	18" (457)
MC-3500	12.4 (0.5)	12.8 (0.8)	13.3 (10.2)	13.8 (10.5)
End Cap	4.1 (0.1)	4.3 (0.3)	4.4 (0.4)	4.6 (0.5)

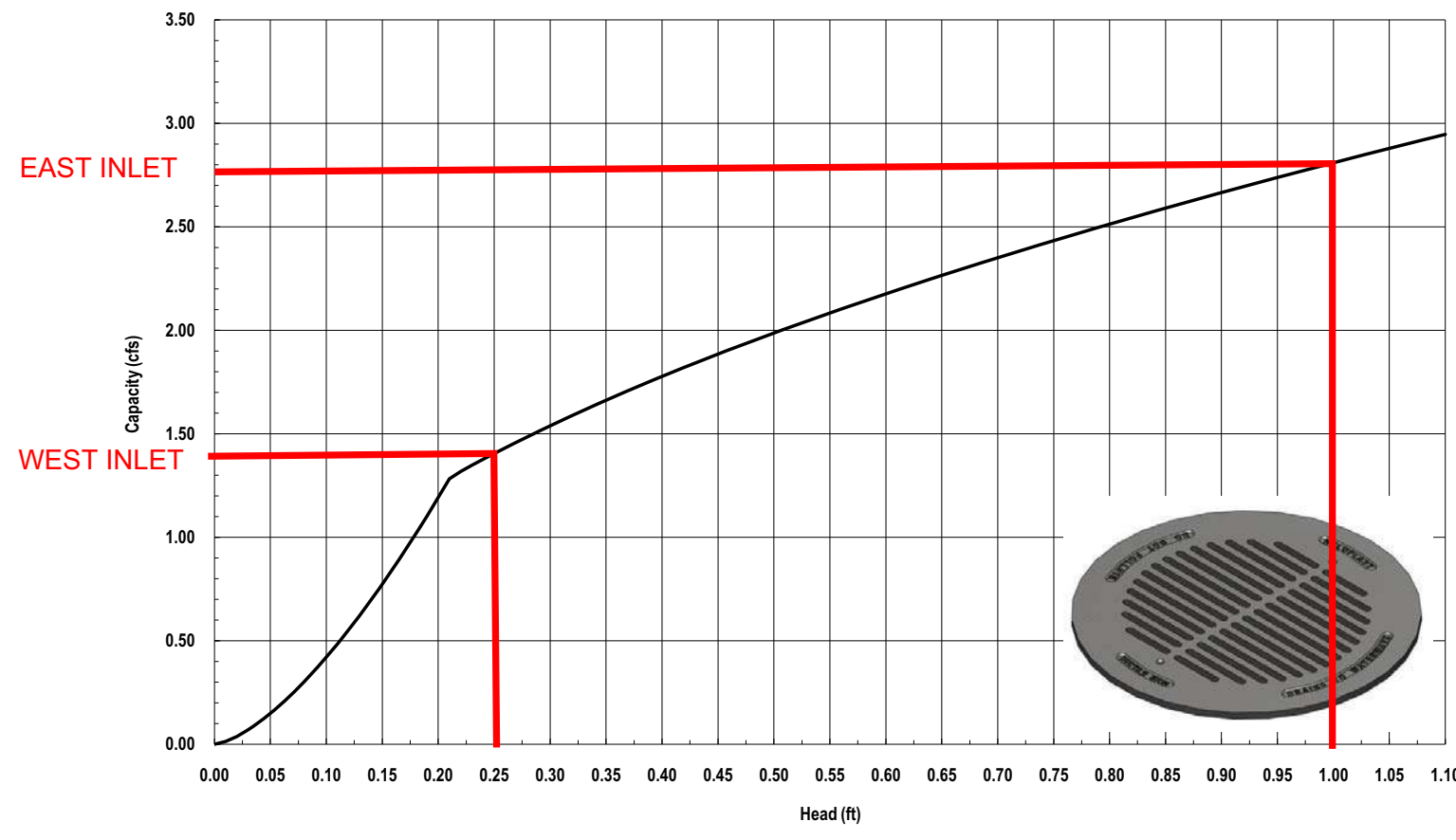


StormTech
A Division of **ADS**
70 Inwood Road, Suite 3 | Rocky Hill | Connecticut | 06067
860.529.8188 | 888.862.2664 | fax 860.529.8401 | fax 860.529.8040 | www.stormtech.com

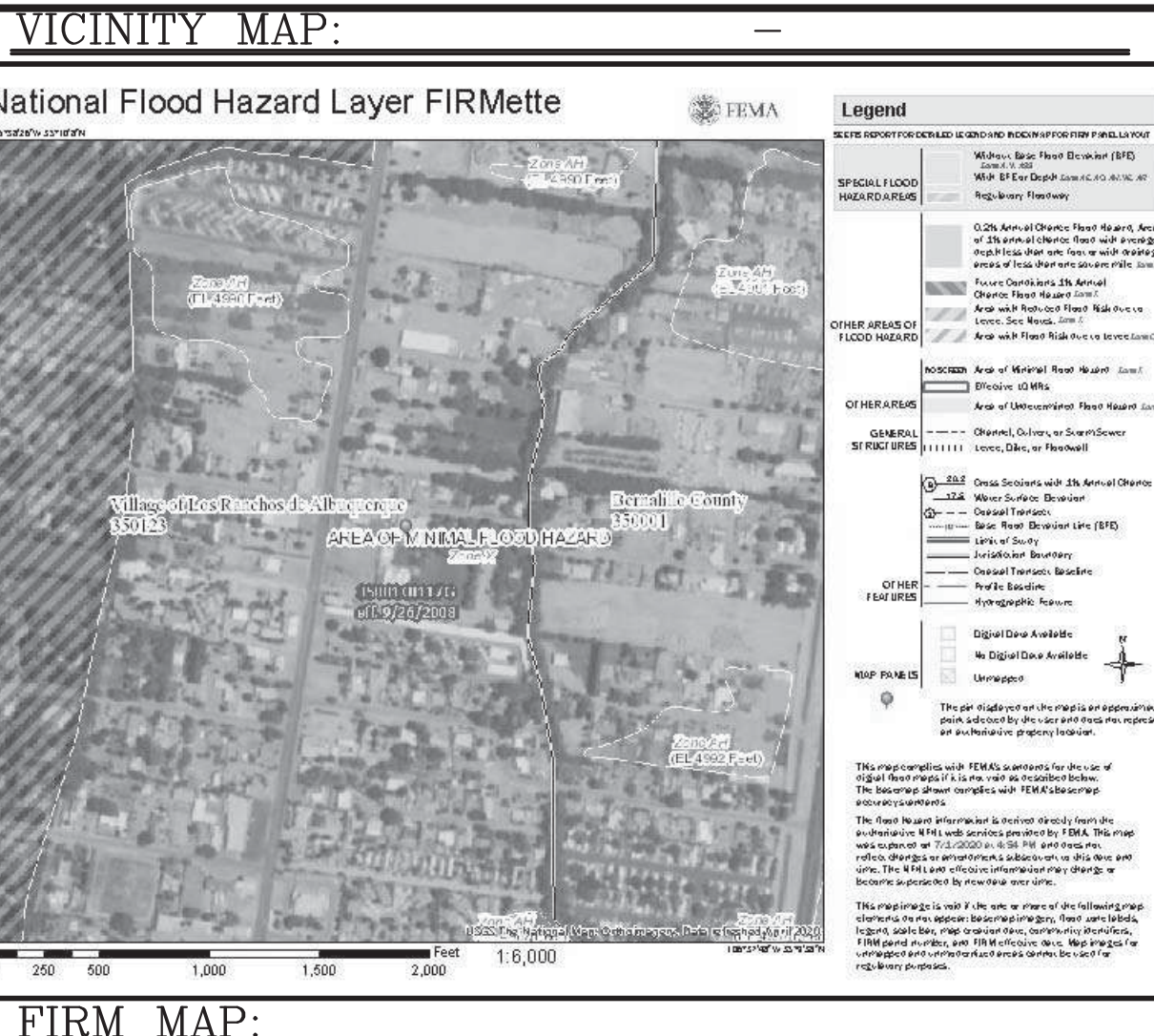
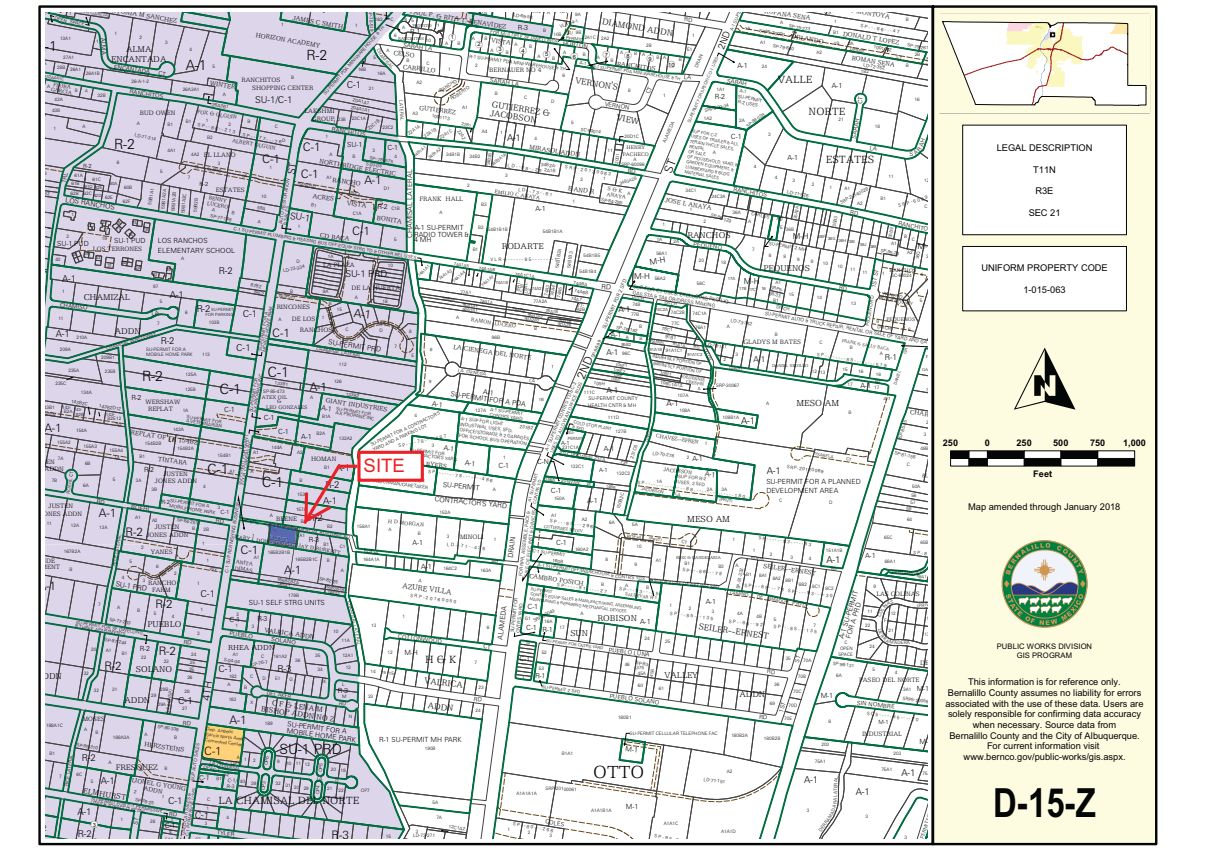
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Nyloplast 18" Drop In Grate Inlet Capacity Chart



Nyloplast
3130 Verona Avenue • Buford, GA 30518
(866-868-8479) (770) 932-2443 • Fax: (770) 932-2490
© Nyloplast Inlet Capacity Charts June 2012

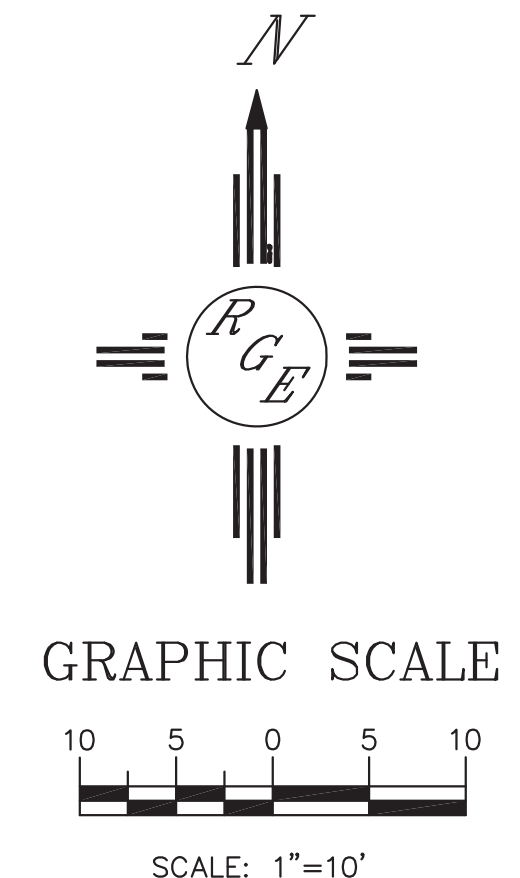
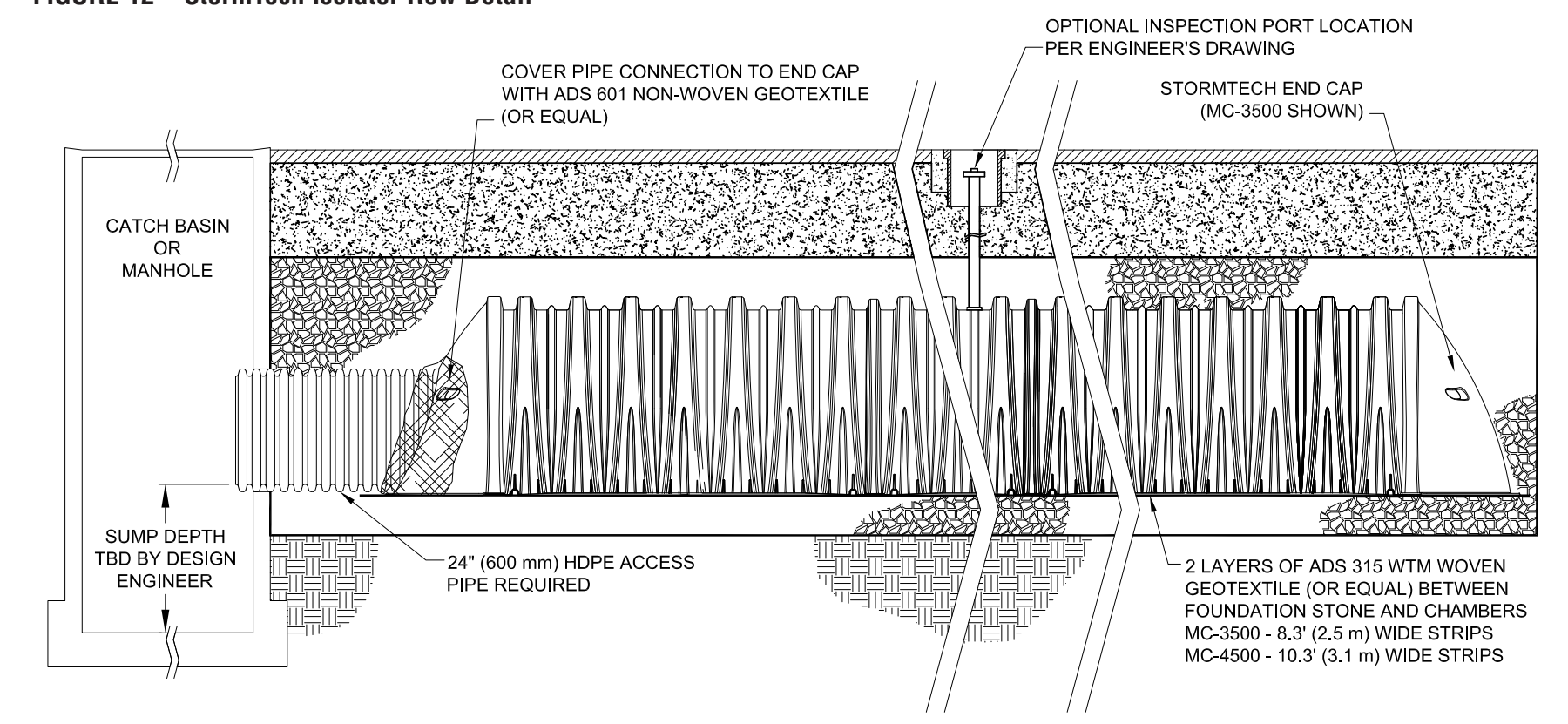


LEGAL DESCRIPTION:
WRGCD MAP NO 27, TRACTS 165B1B1 & 165B2A2A

LEGEND

---	5415	EXISTING CONTOUR
---	5414	EXISTING INDEX CONTOUR
---	5416	PROPOSED CONTOUR
---	5416	PROPOSED INDEX CONTOUR
---	4048.25	SLOPE TIE
---	4048.25	EXISTING SPOT ELEVATION
---	4048.25	PROPOSED SPOT ELEVATION
---		BOUNDARY
---		CENTERLINE
---		RIGHT-OF-WAY
---		PROPOSED CURB
---		EXISTING CURB AND GUTTER
---		PROPOSED SIDEWALK
---		EXISTING SIDEWALK

FIGURE 12 - StormTech Isolator Row Detail



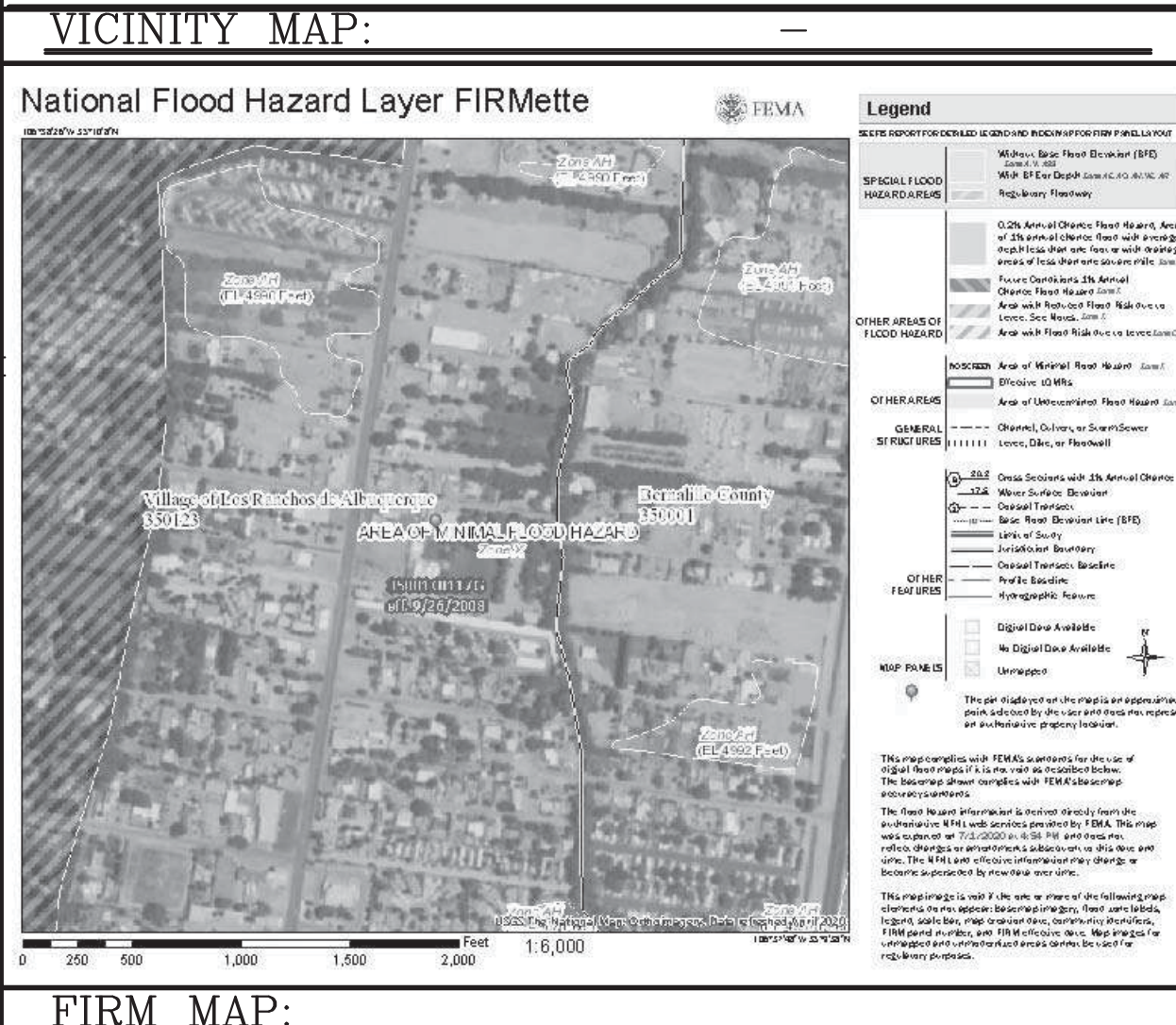
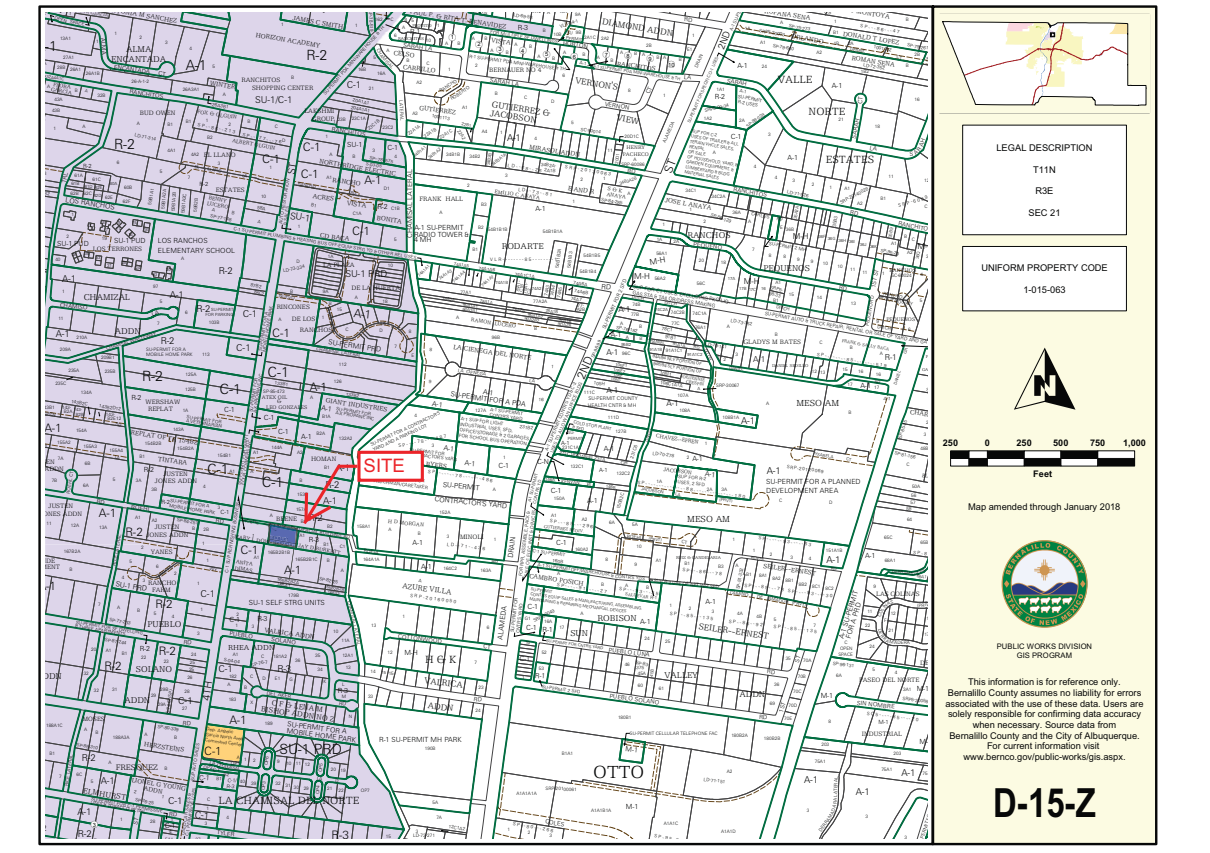
ENGINEER'S SEAL DAVID SOULE P.E. #14522	320 ROEHL	DRAWN BY WCWJ
	DETAIL FOR DRAINAGE PLAN	DATE 7-09-20
9/4/20	 Rio Grande Engineering 1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	2102052-LAYOUT-7-08-20
		SHEET # ---
		JOB # 2102052

NOTES:

1. ALL SPOT ELEVATIONS REPRESENT FLOWLINE ELEVATION UNLESS OTHERWISE NOTED.
2. ALL CURB AND GUTTER TO 6" HEADER UNLESS OTHERWISE NOTED.
3. ALL RETAINING WALL DESIGN SHALL BE BY OTHERS.
4. ALL NEW PAVING SHALL BE 6" PCC OVER 8" SUBGRADE PREPARATION IN CONFORMANCE TO ACI 330R-08. UNLESS OTHERWISE NOTED.
5. ANY CURBS OR PAVEMENT NEGATIVELY IMPACTED BY CONSTRUCTION ACTIVITY SHALL BE REPLACED TO MATCH EXISTING CONDITIONS.
6. ALL SITE WORK SHALL CONFORM TO CITY OF ALBUQUERQUE STANDARDS FOR PUBLIC WORKS CONSTRUCTION EDITION 9

EROSION CONTROL NOTES:

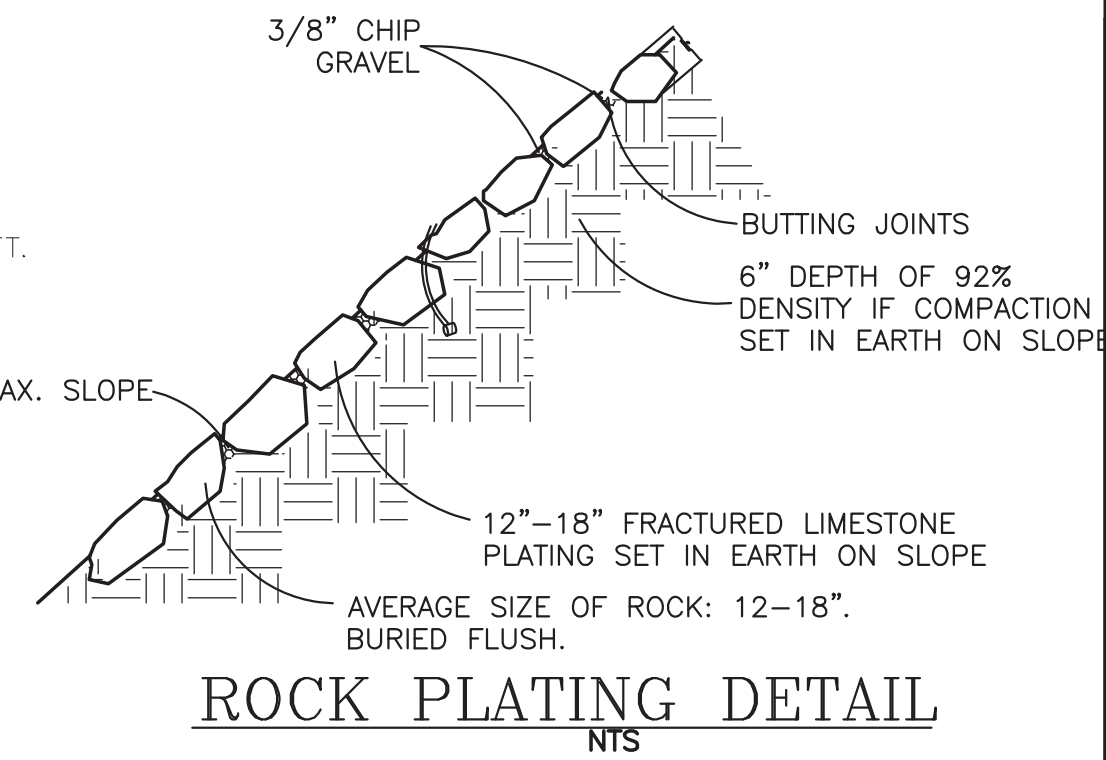
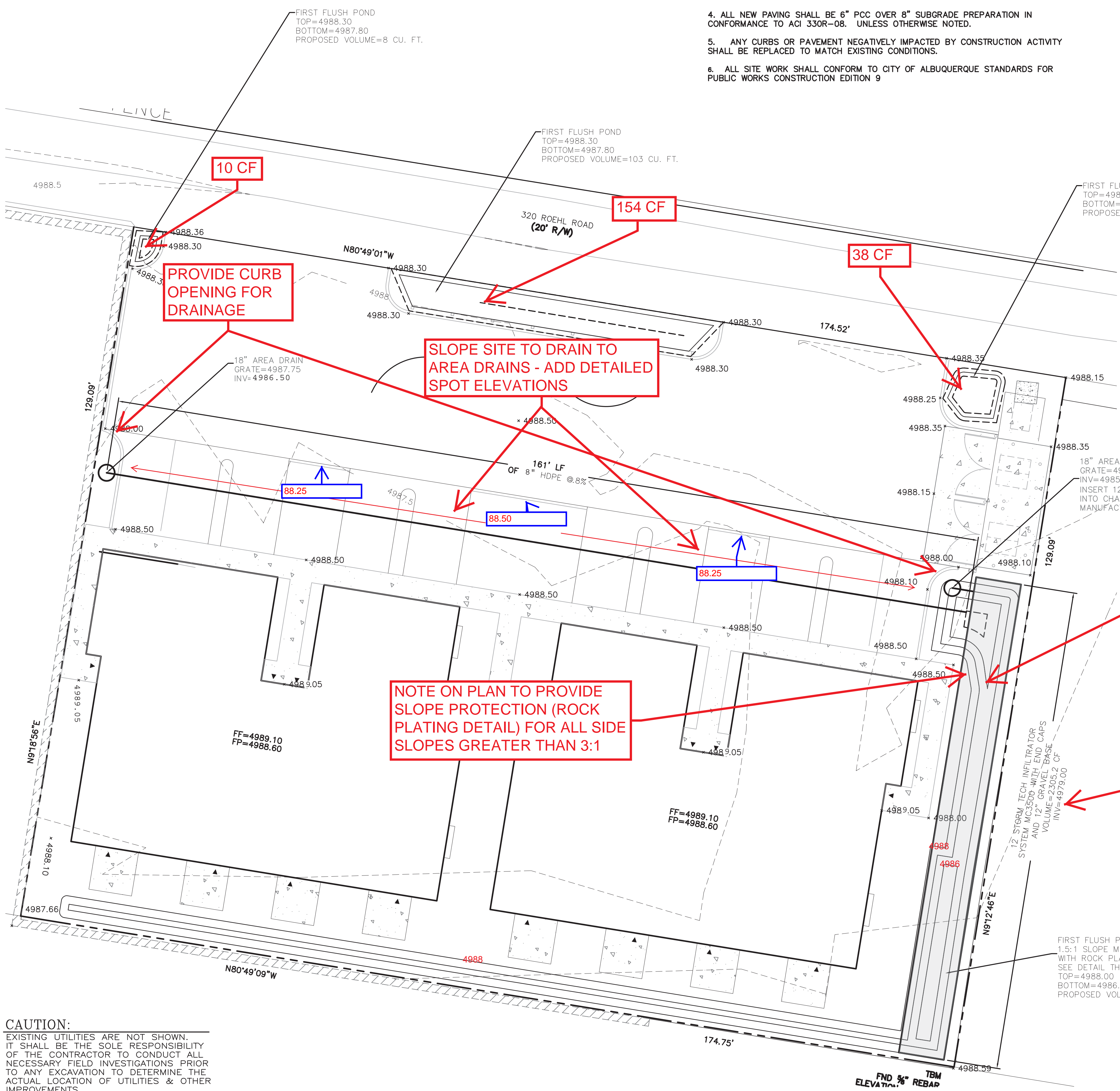
1. CONTRACTOR IS RESPONSIBLE FOR OBTAINING A TOPSOIL DISTURBANCE PERMIT PRIOR TO BEGINNING WORK.
2. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING RUN-OFF ON SITE DURING CONSTRUCTION.
3. CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL SEDIMENT THAT GETS INTO EXISTING RIGHT-OF-WAY.
4. REPAIR OF DAMAGED FACILITIES AND CLEANUP OF SEDIMENT ACCUMULATIONS ON ADJACENT PROPERTIES AND IN PUBLIC FACILITIES IS THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL EXPOSED EARTH SURFACES MUST BE PROTECTED FROM WIND AND WATER EROSION PRIOR TO FINAL ACCEPTANCE OF ANY PROJECT.



LEGAL DESCRIPTION:
MRGCD MAP NO 27, TRACTS 165B1B1 & 165B2A2A

LEGEND

---	EXISTING CONTOUR
---	EXISTING INDEX CONTOUR
---	PROPOSED CONTOUR
---	PROPOSED INDEX CONTOUR
---	SLOPE TIE
▲	EXISTING SPOT ELEVATION
●	PROPOSED SPOT ELEVATION
---	BOUNDARY
---	CENTERLINE
---	RIGHT-OF-WAY
---	PROPOSED CURB
---	EXISTING CURB AND GUTTER
---	PROPOSED SIDEWALK
---	EXISTING SIDEWALK



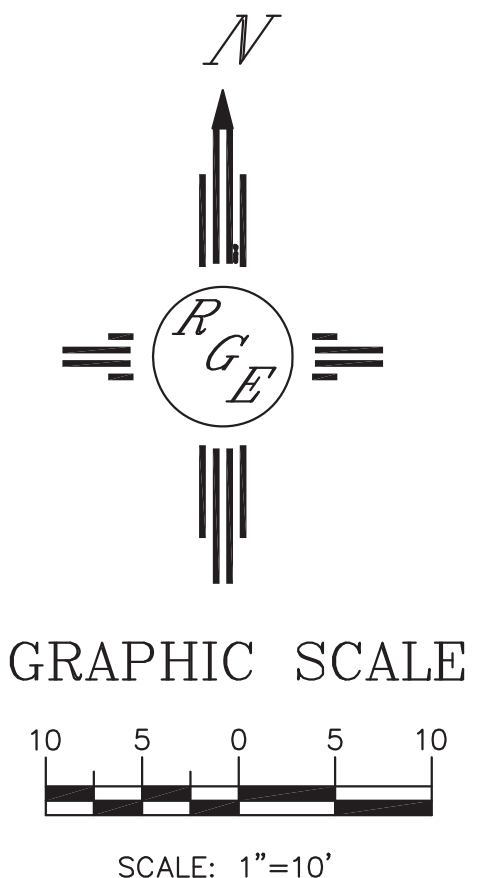
CAPACITY OF INLETS?

i will add

VOL=178.9(12)+46.9(2) = 2241 CF

NOTE ON PLAN TO PROVIDE SLOPE PROTECTION (ROCK PLATING DETAIL) FOR ALL SIDE SLOPES GREATER THAN 3:1

CAUTION:
EXISTING UTILITIES ARE NOT SHOWN. IT SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CONDUCT ALL NECESSARY FIELD INVESTIGATIONS PRIOR TO ANY EXCAVATION TO DETERMINE THE ACTUAL LOCATION OF UTILITIES & OTHER IMPROVEMENTS.



	320 ROEHL	DRAWN BY WCWJ
	GRADING AND DRAINAGE PLAN	DATE 7-09-20
7/14/20		2102052-LAYOUT-7-08-20
DAVID SOULE P.E. #14522		SHEET #
	1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	JOB # 2102052

July 26, 2020

Ms. Tiffany Justice
Director, Planning & Zoning
Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd. NW
Los Ranchos de Albuquerque, NM 87107
tjustice@losranchosnm.gov
(505) 344-6582

**RE: REVIEW OF 320 ROEHL RD. NW, LOS RANCHOS DE ALBUQUERQUE, NM
87107, GRADING & DRAINAGE PLAN BY DAVID SOULE, RIO GRANDE
ENGINEERING, DATED 7-14-20**

Dear Ms. Justice:

I received the referenced grading and drainage plan via email in pdf format on July 20, 2020 and offer the following comments on the attached plan. The comments are very minor and meet the verified calculations.

Please note that the owner shall comply with the EPA National Pollutant Discharge Elimination System Requirements (NPDES), if applicable.

The utility plan has not been reviewed and should reviewed and approved by ABCWUA.

If you have any questions, please do not hesitate to contact me.

Sincerely,

MCDOWELL ENGINEERING, INC.



Jackie S. McDowell, P.E.

Precipitation Zone = 2

Depth at 100-year, 6-hour storm: (Table A-2)

P(360) = 2.35 inches
P(10 day) = 3.95 inches

Areas: (acres)	Existing	Proposed
Treatment A	0.52	0.00
Treatment B	0.00	0.11
Treatment C	0.00	0.19
Treatment D	0.00	0.22
Total (acres) =	0.52	0.52

Volume	100 year Existing	100 year Proposed	10 year Existing	10 year Proposed	2 year Existing	2 year Proposed
Volume (acre-feet) =	0.023	0.064	0.006	0.035	0.000	0.017
Volume (cubic feet) =	1,000	2,784	245	1,541	0	742

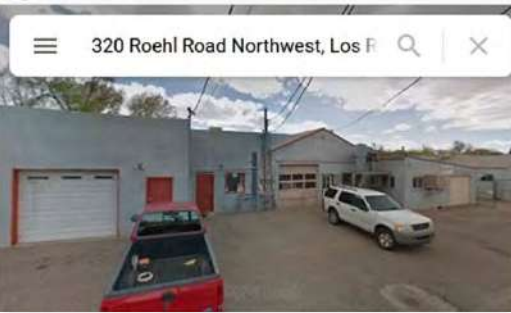
POND VOLUME REQUIRED = (2784-1000) X 2 = 3568 CF

Total Q(p), cfs:	100 year Existing Q(p)*A	100 year Proposed Q(p)*A	10 year Existing Q(p)*A	10 year Proposed Q(p)*A	2 year Existing Q(p)*A	2 year Proposed Q(p)*A
Treatment A	0.81	0.00	0.20	0.00	0.00	0.00
Treatment B	0.00	0.25	0.00	0.10	0.00	0.01
Treatment C	0.00	0.60	0.00	0.32	0.00	0.11
Treatment D	0.00	1.03	0.00	0.69	0.00	0.41
Total Q (cfs) =	0.81	1.88	0.20	1.12	0.00	0.53

$$V(10 \text{ day}) = \Delta V(360) + A(D) * (P_{10\text{day}} - P_{360}) / 12 \text{ in/ft} = 0.0703 \text{ ac-ft}$$

$$= 3061 \text{ cu-ft}$$

POND VOL. CALCS:			
	ELEV	AREA	VOL
NW POND			
	88.30	29	10
	87.80	11	
		SUB-TOTAL	10
N CENTER POND			
	88.30	370	153.75
	87.80	245	
		SUB-TOTAL	153.75
NE POND			
	88.25	92	37.75
	87.75	59	
		SUB-TOTAL	37.75
SE POND			
	88.00	1378	1709
	86.00	331	
		SUB-TOTAL	1709
CHAMBER UNITS			
			2241
		TOTAL	4151.5



320 Roehl Road Northwest, Los F

320 Roehl Rd NW
Los Ranchos De Albuquerque, NM 87107
Building

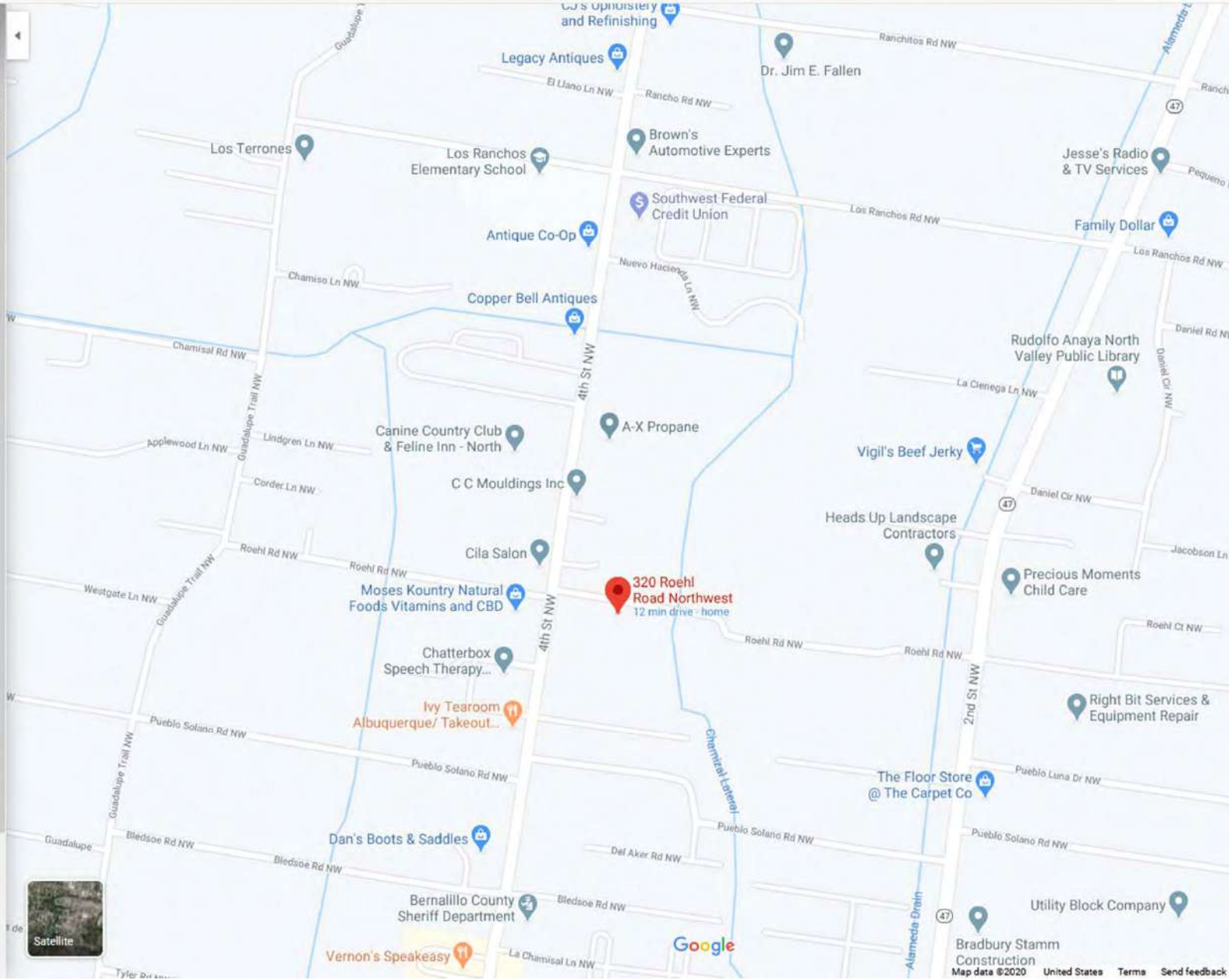
- Directions
- Save
- Nearby
- Send to your phone
- Share

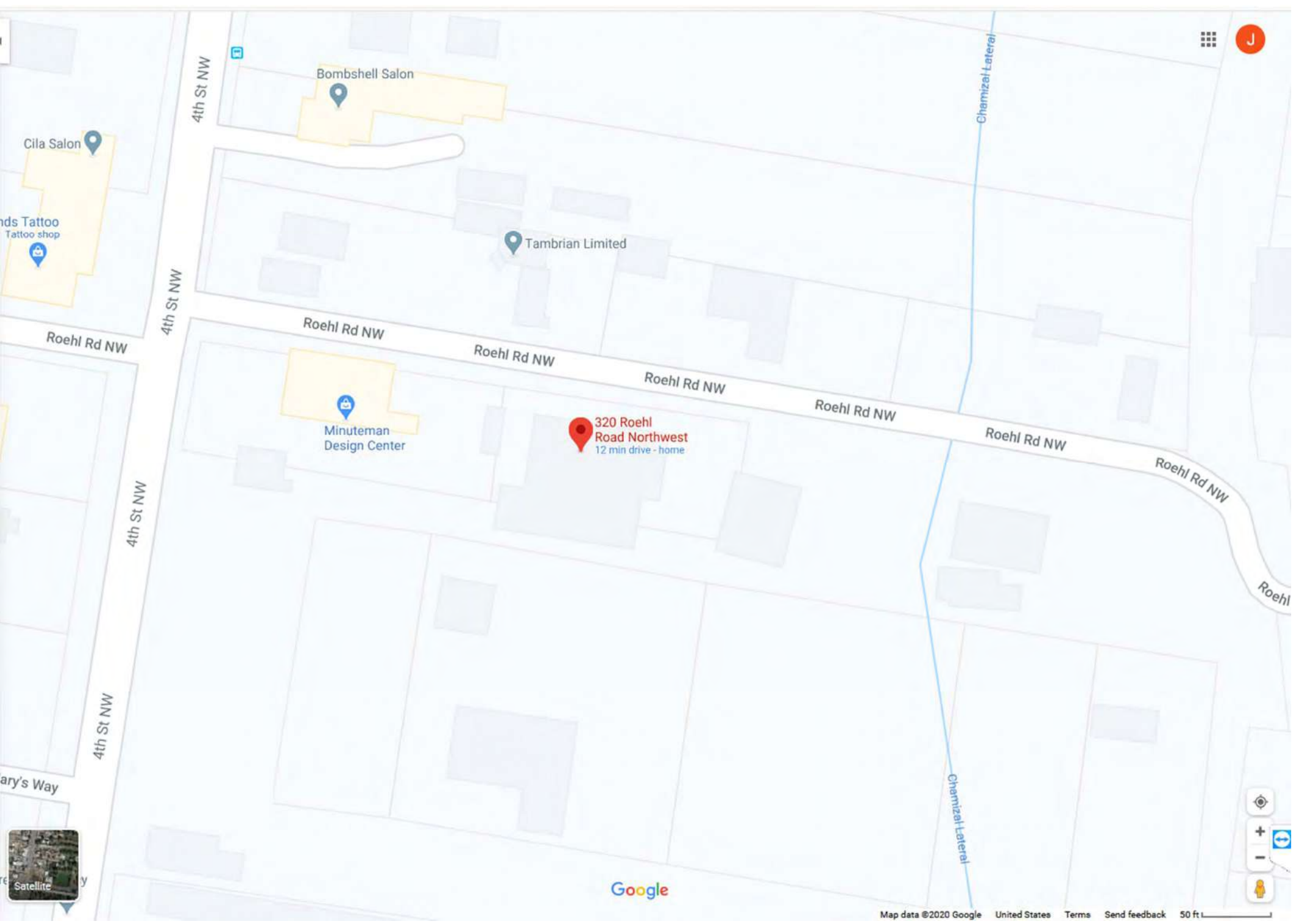
- Suggest an edit on 320 Roehl Rd NW
- Add a missing place
- Add your business
- Add a label



At this location

Dazzling Sanitation
Garbage collection service · 320 Roehl Rd NW







Google

Imagery ©2020 Google, Imagery ©2020 Maxar Technologies, U.S. Geological Survey, Map data ©2020 United States Terms Send feedback 50 ft

7/25/2020

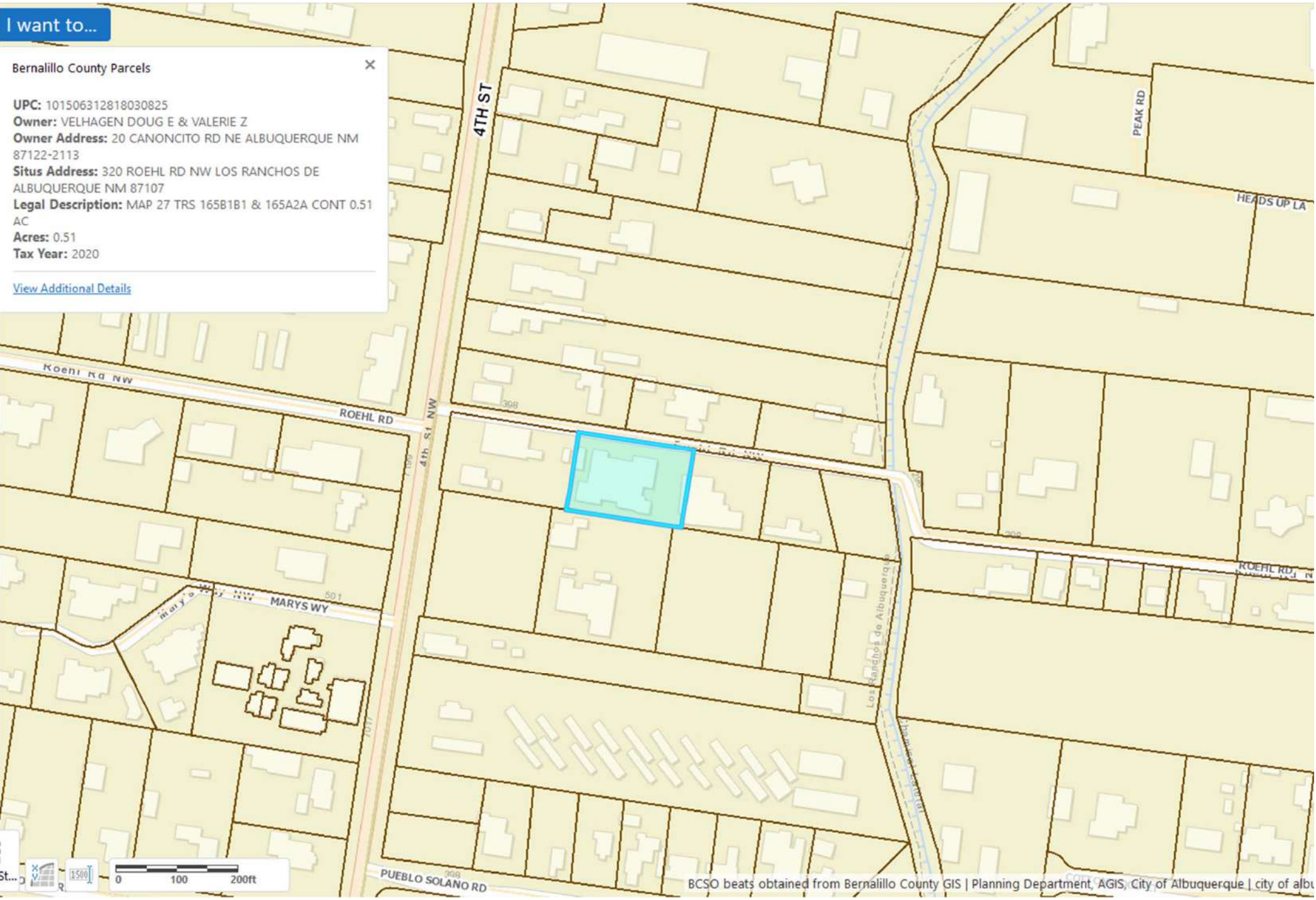
McDowell Engineering, Inc.

Page 3 116

Bernalillo County Parcels ✕

UPC: 101506312818030825
Owner: VELHAGEN DOUG E & VALERIE Z
Owner Address: 20 CANONCITO RD NE ALBUQUERQUE NM 87122-2113
Situs Address: 320 ROEHL RD NW LOS RANCHOS DE ALBUQUERQUE NM 87107
Legal Description: MAP 27 TRS 165B1B1 & 165A2A CONT 0.51 AC
Acres: 0.51
Tax Year: 2020

[View Additional Details](#)



BCSO beats obtained from Bernalillo County GIS | Planning Department, AGIS, City of Albuquerque | city of albu

Bernalillo County Parcels [X]

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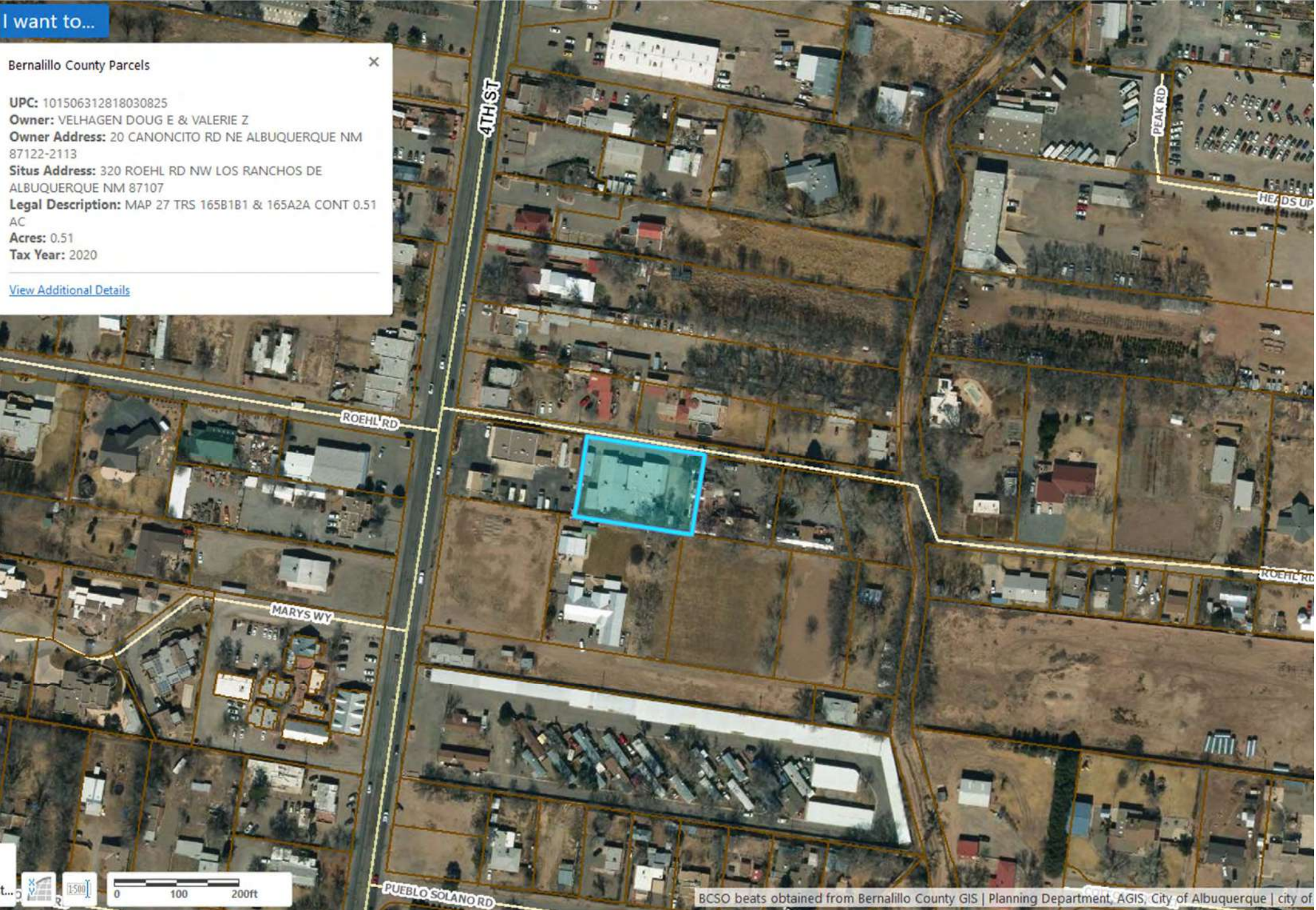
[View Additional Details](#)

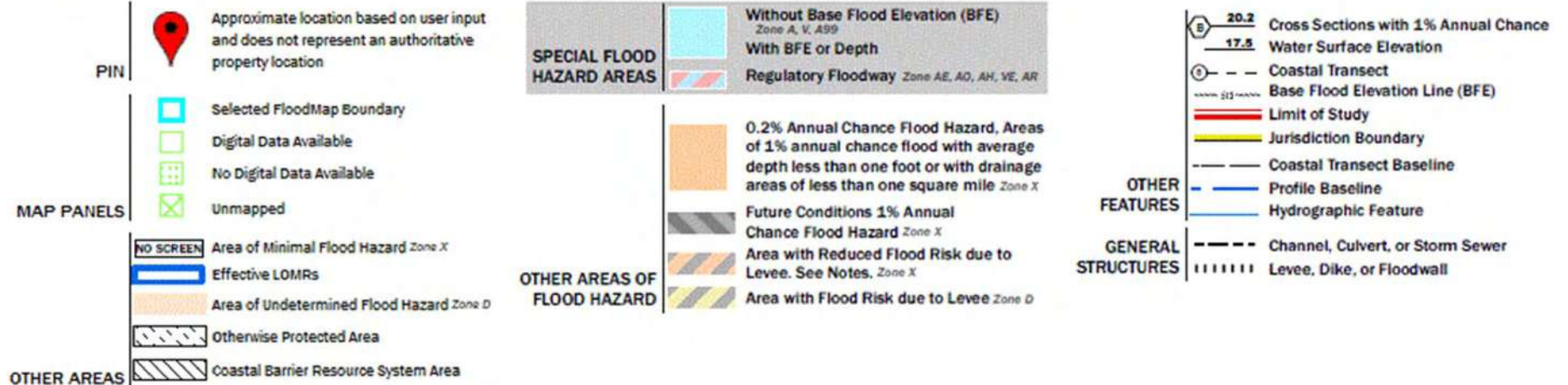
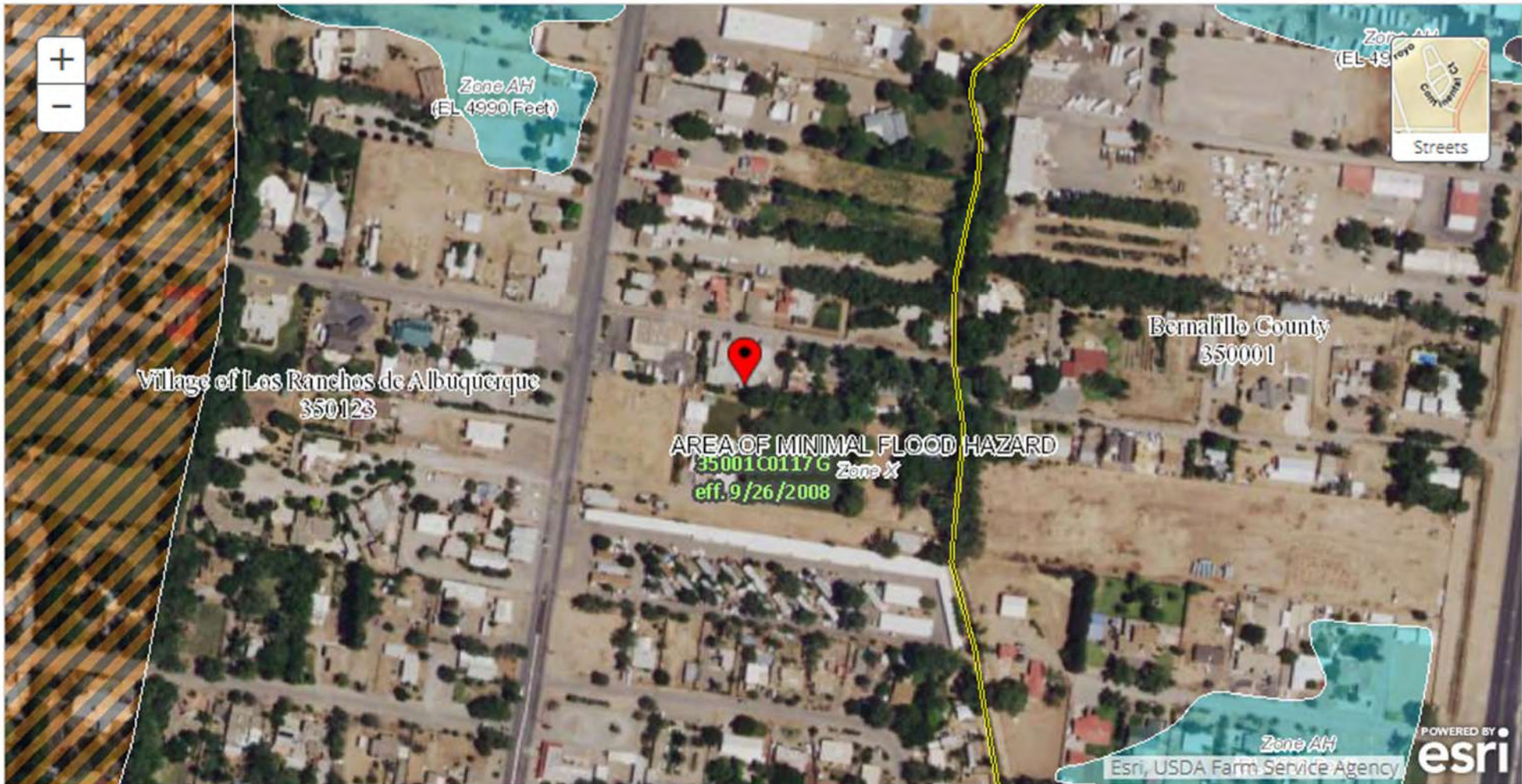


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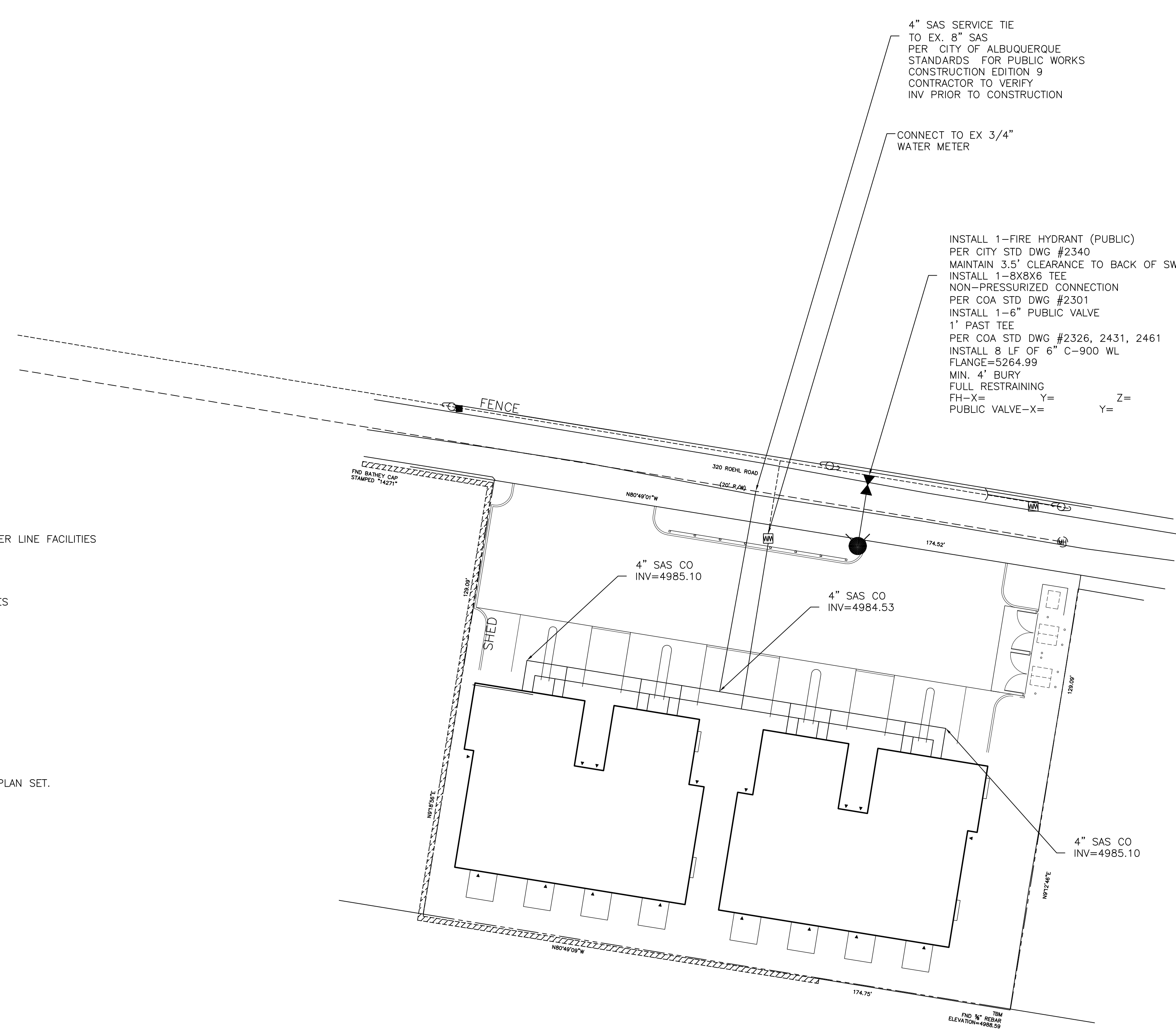
[View Additional Details](#)





NOTICE TO CONTRACTORS

1. AN EXCAVATION/CONSTRUCTION PERMIT WILL BE REQUIRED BEFORE BEGINNING ANY WORK WITHIN BERNALILLO COUNTY ROW. AN APPROVED COPY OF THESE PLANS MUST BE SUBMITTED AT THE TIME OF CITY OF ALBUQUERQUE APPLICATION FOR THIS PERMIT.
2. ALL WORK DETAILED ON THESE PLANS TO BE PERFORMED, EXCEPT AS OTHERWISE STATED OR PROVIDED HEREON, SHALL BE CONSTRUCTED IN ACCORDANCE WITH BERNALILLO COUNTY INTERIM STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 1986, INCLUDING UPDATE 8.
3. TWO WORKING DAYS PRIOR TO ANY EXCAVATION, CONTRACTOR MUST CONTACT LINE LOCATING SERVICE, 260-1990, FOR LOCATION OF EXISTING UTILITIES.
4. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL EXCAVATE AND VERIFY THE HORIZONTAL AND VERTICAL LOCATIONS OF ALL PERTINENT EXISTING UTILITIES, AND/OR OBSTRUCTIONS. SHOULD A CONFLICT EXIST, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT THE CONFLICT CAN BE RESOLVED WITH A MINIMUM AMOUNT OF DELAY.
5. BACKFILL COMPACTION SHALL BE ACCORDING TO ARTERIAL STREET USE FOR ALL WORK.
6. MAINTENANCE OF THESE FACILITIES SHALL BE THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY SERVED.
7. WORK ON ARTERIAL STREETS SHALL BE PERFORMED ON A 24-HOUR BASIS.
8. CONTRACTOR SHALL DETERMINE LOCATION OF ANY UNDERGROUND FACILITY IN OR NEAR WORK AREAS, INCLUDING REQUESTS TO OWNERS/OPERATORS OF SAID FACILITIES PER SECTION 62-14-5 NMSA 1978.
9. CONTRACTOR SHALL PLAN ALL EXCAVATION TO MINIMIZE INTERFERENCE OR DAMAGE OF UNDERGROUND FACILITIES.
10. CONTRACTOR SHALL PROVIDE ADVANCE TELEPHONE NOTICE OF COMMENCEMENT, EXTENT AND DURATION OF ALL EXCAVATION WORK TO THE ONE-CALL NOTIFICATION SYSTEM OR TO OWNERS/OPERATORS OF ANY EXISTING UNDERGROUND FACILITY IN OR NEAR THE EXCAVATION AREA THAT ARE NOT MEMBERS OF THE ONE-CALL NOTIFICATION CENTER; IN ORDER THAT OWNERS/OPERATORS MAY LOCATE AND MARK UNDERGROUND FACILITY PER SECTION 62-14-5 NMSA 1978 PRIOR TO ANY COMMENCEMENT OF WORK, CONTRACTOR SHALL REQUEST REAFFIRMATION OF LOCATION EVERY TEN (10) WORKING DAYS AFTER INITIAL REQUEST.
11. CONTRACTOR SHALL MAINTAIN EIGHTEEN (18) INCHES BETWEEN EXISTING UNDERGROUND FACILITIES THAT HAVE BEEN PREVIOUSLY IDENTIFIED AND MARKED BY THE OWNERS/OPERATORS OF SAID FACILITIES. CUTTING EDGE OR POINT OF ANY MECHANICAL EXCAVATING EQUIPMENT UTILIZED IN EXCAVATION AREA WILL BE USED IN A MANNER NECESSARY TO PREVENT DAMAGE TO EXISTING UNDERGROUND FACILITIES.
12. CONTRACTOR SHALL PROVIDE SUPPORT FOR EXISTING UNDERGROUND FACILITIES IN OR NEAR EXCAVATION AREA AS NECESSARY TO PREVENT DAMAGE TO SAID FACILITIES.
13. CONTRACTOR SHALL BACKFILL ALL EXCAVATIONS IN A MANNER AND WITH MATERIALS AS MAY BE NECESSARY TO PREVENT DAMAGE TO AND PROVIDE RELIABLE SUPPORT DURING AND FOLLOWING BACK FILLING ACTIVITIES FOR PREEXISTING UNDERGROUND FACILITIES IN OR NEAR EXCAVATION AREA.
14. CONTRACTOR SHALL IMMEDIATELY NOTIFY BY TELEPHONE THE OWNER/OPERATOR OF ANY UNDERGROUND FACILITY WHICH MAY HAVE BEEN DAMAGED OR DISLODGED DURING EXCAVATION WORK.
15. CONTRACTOR SHALL NOT MOVE OR OBLITERATE MARKINGS MADE PURSUANT TO CHAPTER 62, ARTICLE 14, NMSA 1978, OR FABRICATE MARKINGS IN A UNMARKED LOCATION FOR THE PURPOSE OF CONCEALING OR AVOIDING LIABILITY FOR VIOLATION OF OR NONCOMPLIANCE WITH THE PROVISIONS OF CHAPTER 62, ARTICLE 11, NMSA 1978.
16. ELECTRONIC MARKER SPHERES (EMS) SHALL BE INSTALLED ON WATER LINE AND SANITARY SEWER LINE FACILITIES PER SECTION 170 OF THE BERNALILLO COUNTY STANDARD SPECIFICATIONS 1986 EDITION AS REVISED THROUGH UPDATE #8, ADMENDMENT 1.
17. THE CONTRACTOR SHALL COORDINATE WITH THE WATER UTILITY AUTHORITY SEVEN (7) DAYS IN ADVANCE OF PERFORMING WORK THAT WILL AFFECT THE PUBLIC WATER OR SANITARY SEWER INFRASTRUCTURE. WORK REQUIRING SHUTOFF OF FACILITIES DESIGNATED AS MASTER PLAN FACILITIES MUST BE COORDINATED WITH THE WATER AUTHORITY 14 DAYS IN ADVANCE OF PERFORMING SUCH WORK. ONLY WATER AUTHORITY CREWS ARE AUTHORIZED TO OPERATE PUBLIC VALVES. SHUTOFF REQUESTS MUST BE MADE ONLINE AT http://abewud.org/water_shut_off_and_turn_on_procedures
18. ALL EXCAVATION, TRENCHING, AND SHORING ACTIVITIES MUST BE CARRIED-OUT IN ACCORDANCE WITH OSHA 29 CFR 1926.6150 SUBPART F.
19. ALL IMPACTED STRIPING SHALL BE REPLACED BY CONTRACTOR.
20. MANHOLE STEPS SHALL NOT BE INSTALLED IN SANITARY SEWER MANHOLES.
21. ALL WATER METERS SHALL INCLUDE DUAL CHECK VALVE SETTERS.
22. ALL WATER METER COVERS AND LIDS SHALL BE PER COA STD DWG #2369.
23. ALL C-900 DR18 UTILITY PIPE JOINTS SHALL BE FULLY RESTRAINED DUE TO POSSIBLE DEFLECTION FROM WASTE DEGENERATION.
24. ALL MANHOLES AND VALVES SHALL HAVE GPS INFORMATION RECORDED AS PART OF AS BUILT PLAN SET.
25. CONTRACTOR IS RESPONSIBLE AT ITS OWN COST FOR ANY DAMAGE TO EXISTING UTILITIES.
26. CONTRACTOR SHALL MAINTAIN 1' SEPERATION BETWEEN ELECTRICAL AND SAS CROSSINGS.

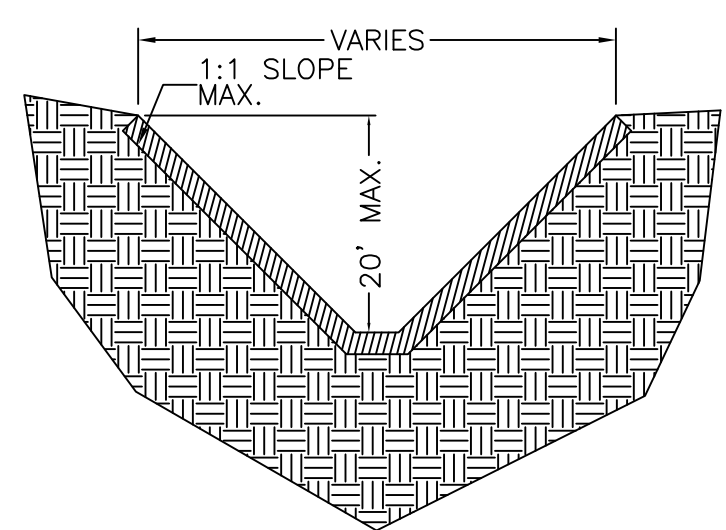


4" SAS SERVICE TIE
TO EX. 8" SAS
PER CITY OF ALBUQUERQUE
STANDARDS FOR PUBLIC WORKS
CONSTRUCTION EDITION 9
CONTRACTOR TO VERIFY
INV PRIOR TO CONSTRUCTION

CONNECT TO EX 3/4"
WATER METER

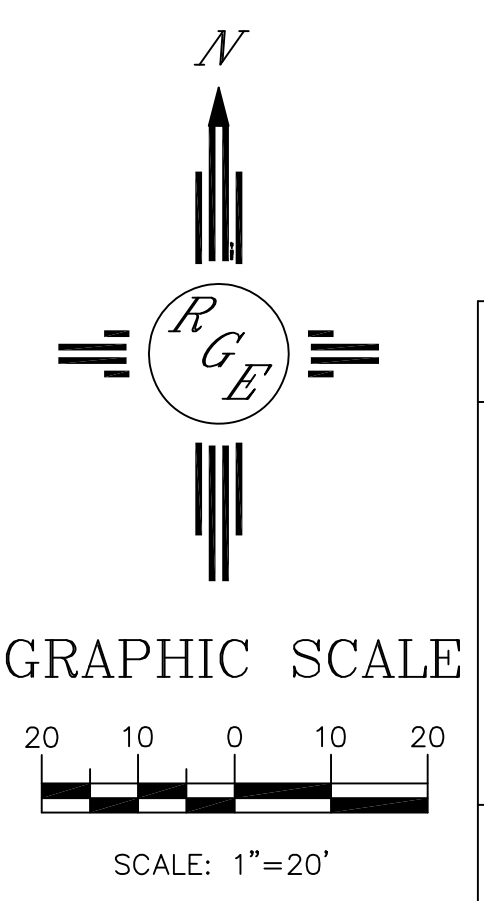
INSTALL 1-FIRE HYDRANT (PUBLIC)
PER CITY STD DWG #2340
MAINTAIN 3.5' CLEARANCE TO BACK OF SW
INSTALL 1-8X8X6 TEE
NON-PRESSURIZED CONNECTION
PER COA STD DWG #2301
INSTALL 1-6" PUBLIC VALVE
1' PAST TEE
PER COA STD DWG #2326, 2431, 2461
INSTALL 8 LF OF 6" C-900 WL
FLANGE=5264.99
MIN. 4' BURY
FULL RESTRAINING
FH-X= Y= Z= Z=
PUBLIC VALVE-X= Y= Z= Z=


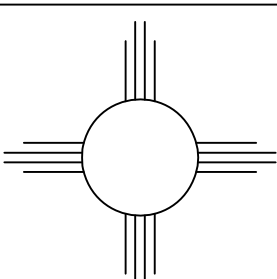
LEGEND	
---	EXISTING STORM SEWER LINE
○	EXISTING SAS MANHOLE
---	EXISTING SANITARY SEWER LINE
⊠	EXISTING VALVE W/BOX
---	EXISTING WATER LINE
□	PROPOSED METER
●	PROPOSED FIRE HYDRANT
---	EXISTING EDGE OF PAVEMENT
====	PROPOSED CURB & GUTTER
---	BOUNDARY LINE
---	CENTERLINE
---	RIGHT-OF-WAY
---	LOT LINES
☼	STREET LIGHTS
	CONTRACTOR SHALL REMOVE AND REPLACE PAVING PER COA STD DWG #2465 (COLLECTOR).



SUPPLEMENTAL TRENCH DETAIL

NTS-PER FIGURE V:2-13 OSHA STANDARD SPECIFICATIONS
NOTE: ENTIRE TRENCH PRISM SHALL BE COMPACTED AT 95% ASTM D1557 INCLUDING ALL UTILITY MAIN LINES, WATER METER BOXES AND SERVICES, SAS SERVICES.



ENGINEER'S SEAL  7/14/20 DAVID SOULE P.E. #14522	320 ROEHL	DRAWN BY WCWJ
	PLAN DRAINAGE PLAN	DATE 7-09-20
 Rio Grande Engineering 1606 CENTRAL AVENUE SE SUITE 201 ALBUQUERQUE, NM 87106 (505) 872-0999	2102052-LAYOUT-7-08-20	SHEET #
		JOB # 2102052

March 26, 2020

Chair

Klarissa J. Peña
City of Albuquerque
Councilor, District 3

Vice Chair

Debbie O'Malley
County of Bernalillo
Commissioner, District 1

Pat Davis
City of Albuquerque
Councilor, District 6

Trudy E. Jones
City of Albuquerque
Councilor, District 8

Timothy M. Keller
City of Albuquerque
Mayor

Charlene Pyskoty
County of Bernalillo
Commissioner, District 5

Steven Michael Quezada
County of Bernalillo
Commissioner, District 2

Ex-Officio Member

Pablo R. Rael
Village of Los Ranchos
Board Trustee

Executive Director
Mark S. Sanchez

Website
www.abcwua.org

David Soule
Rio Grande Engineering of New Mexico LLC
9171 Glendale Ave. NE
Albuquerque, New Mexico 87122

RE: Water and Sanitary Sewer Availability Statement #200218
320 Roehl Road, Townhomes
320 Roehl Rd NW

Dear Mr. Soule:

Project Description: The subject site is located on Roehl Rd. east of the intersection of 4th St. and Roehl Rd. in an unincorporated area of Bernalillo County. The proposed development consists of approximately 0.51 acres and the property is currently zoned C-1 for commercial retail use. The property lies within the Pressure Zone 1E in the Alameda trunk. The request for availability indicates plans to raze the existing structure on site and construct new townhomes.

Existing Conditions: Water infrastructure in the area consists of the following:

- Six inch AC distribution main (project #09-004-74) along Roehl Rd.

Sanitary sewer infrastructure in the area consists of the following:

- Eight inch PVC collector line (project #26-3674-91) along Roehl Rd.

Water Service: New metered water service to the property can be provided via routine connection to the existing infrastructure mentioned within the "Existing Conditions" section of this document.

From the County Fire Marshals Fire 1 Plan it is understood that a public hydrant is required for fire protection to the site. The aforementioned hydrant is required as a condition of service.

Existing metered service and fire lines that will not be utilized are to be removed by shutting the valve near the distribution main and capping the line near the valve. For fire lines, the valve access shall be grouted and collar removed. Service is also contingent upon compliance with the Fire Marshal's instantaneous fire flow requirements. Water service will not be sold without adequate fire protection. Water service will only be sold in conjunction with sanitary sewer service.

Sanitary Sewer Service: Sanitary sewer service can be provided via routine connection to the existing infrastructure mentioned within the "Existing Conditions" section of this document.

Fire Protection: From the request for availability the instantaneous fire flow requirements for the project are 1500 gallons-per-minute and one (1) new hydrant. As modeled using InfoWater™ computer software, the fire flow can be met. Analysis was performed by simulating the desired fire flow from the proposed hydrant location. Any

changes to the proposed connection points shall be coordinated through Utility Development. All new required hydrants as well as their exact locations must be determined Bernalillo County Fire Marshal's Office and verified through the Utility Development Office prior to sale of service.

Cross Connection Prevention: Per the Cross Connection Ordinance, all new non-residential premises must have a reduced pressure principle backflow prevention assembly approved by the Water Authority and installed at each domestic service connection at a location accessible to the Water Authority. All new fire line services to fire protection systems shall be equipped with a reduced pressure principle backflow prevention assembly approved by the Water Authority and Fire Marshal having jurisdiction at each service connection. A double check valve assembly approved by the Water Authority and Fire Marshal having jurisdiction may be installed instead of a reduced pressure backflow prevention assembly provided the fire protection system contains ANSI/NSF Standard 60 or 61 water piping throughout the entire fire protection system, the fire sprinkler drain discharges into atmosphere, and there are no reservoirs, fire department connections, connections from auxiliary water supplies, antifreeze nor other additives. The Water Authority requests that all backflow (containment) devices be located above ground just outside the easement or roadway right-of-way. Contact Cross Connection at 289-3454 for more information.

Easements: Exclusive public water and sanitary sewer easements are required for all public lines that are to be constructed outside of any dedicated rights-of-way. A minimum width easement of 20 feet is required for a single utility and 25 feet for water and sewer both within the same easement. Easements for standard sized water meters need to be five feet by five feet and include the length of the water service if located on private property. For larger meters that require a meter vault, a 35 feet by 35 feet easement is required. Actual easement widths may vary depending on the depth of the lines to be installed. Acceptable easements must be documented prior to approval of service.

Pro Rata: Pro Rata is not owed and the property can utilize the services available upon completion of the requirements of this statement to connect to water and sanitary sewer.

Design and Construction of all required improvements will be at the developer / property owner's expense. Improvements must be coordinated through the Water Authority Mini Work Order process. Construction must be performed by a licensed and bonded public utility contractor.

Costs and Fees: In addition to installation and construction costs, any new metered water services will be subject to both water and sanitary sewer Utility Expansion Charges (UEC) payable at the time of service application. All charges and rates collected will be based on the ordinances and policies in effect at the time service is actually requested and authorized.

UECs associated with multi-family are determined by the criteria set forth in the Water Authority Rate Ordinance, which is amended from time to time. These specific UECs take into account the number of units within the multi-family development. If the multi-family development includes other amenities such as a clubhouse, fitness center or leasing office that will be metered separately, UECs for these amenities will not be

charged as they are included in the multi-family UEC calculation. UECs associated with irrigation meters are not included in the multi-family calculation and shall be paid accordingly. Mixed use development which consists of either commercial, institutional, industrial in combination with multi-family shall provide separate meters for each use. There is a section in the Rate Ordinance for low income housing developments that may provide a discount on UECs which will require documentation as required by the Water Authority, stating that the development does indeed qualify as a low income development. Furthermore, if the development includes both low income and market rate apartments, the same requirements set forth in the Rate Ordinance shall be adhered to.

Water Use: When metered water service becomes available to this site, the Water Authority is ready, willing, and able to provide the maximum annual requirement for the subject subdivision/project for a period of at least 70 years as required by the Bernalillo County Subdivision Ordinance. However, the Water Authority is also committed to meeting water conservation goals and requirements. Accordingly, all new development utilizing Water Authority services are subject to the requirements for water usage and water conservation requirements as defined by the Water Authority. Where available, outdoor water usage shall utilize reclaimed water. All new commercial developments shall be subject to the requirements for water usage and water conservation requirements as defined by the Water Authority, particularly the Water Waste Ordinance.

Closure: This availability statement provides a commitment from the Water Authority to provide services to the development, as long as identified conditions are met. It will remain in effect for a period of one year from the date of issue and applies only to the development identified herein. Its validity is, in part, contingent upon the continuing accuracy of the information supplied by the developer. Changes in the proposed development may require reevaluation of availability and should be brought to the attention of the Utility Development Section of the Water Authority as soon as possible.

Please feel free to contact Mr. Kristopher Cadena in our Utility Development Section at (505) 289-3301 or email at kcadena@abcwua.org if you have questions regarding the information presented herein or need additional information.

Sincerely,





Mark S. Sanchez
Executive Director

Enclosures: Infrastructure Maps (2)
// Availability Statement 200218

200218 - Water



Legend

-  Valve
-  Hydrant

Pipe

SUBTYPE

-  Distribution Line
-  Hydrant Leg
-  Project Location

0 245 490 Feet

 Fire Flow Analysis Points

1.  Analysis Point



Water Utility
Authority

200218 - Sanitary Sewer



Legend

 Sewer Manhole

Sewer Pipe SUBTYPE

 COLLECTOR

 Project Location



Return To:
Fidelity National Title Insurance Company
8500 Menaul Blvd NE, Suite B-150
Albuquerque, NM 87112

E-RECORDED simplified

ID: 2020019219
County: Bernalillo
Date: 2/28/2020 Time: 3:29 PM

GF No.: SP000072338

WARRANTY DEED
(Joint Tenants)

Daniel Pallares and Carmelita Pallares, husband and wife

for consideration paid, grant to

Doug E. Velhagen and Valerie Z. Velhagen, husband and wife

whose address is 20 Canoncito Rd. NE, Albuquerque, NM 87122

as joint tenants, the following described real estate in Bernalillo County, New Mexico:

A tract of land in School District No. 4, Bernalillo County, New Mexico, within the Elena Gallegos Grant which is described as follows:

BEGINNING for a tie at the intersection of the east line of North Fourth Street with the south line of that certain public road known as Roehl Road from which beginning point of the West One-quarter corner of Section 21, Township 11 North, Range 3 East, NMPM, as shown on Bernalillo County Survey Sheet No. 17, bears North 52 deg.00' West 1231 feet distant; running thence South 80 deg. 59' East along the southerly line of Roehl Road 212.4 feet to the northwest and beginning corner no.1 of the tract herein set forth, running thence South 9 deg. 01' West 129 feet to the Southwest corner No.2, thence South 80 deg. 59' East 175 feet to the southeast corner No.3, thence North 9 deg. 01' East 129 feet to the Northeast corner No. 4 which is a point on the southerly line of Roehl Road, thence North 80 deg. 59' West along the southerly line of Roehl Road 175 feet to corner No. 1, the point and place of beginning; said tract being further identified as the westerly 175 feet of Tracts No.165-B-1-B and 165-B-2-A-2 on Map No. 27 of the survey of the Middle Rio Grande Conservancy District.

with warranty covenants.

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2020, and subsequent years.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Dated: 2/28/2020

[Signature]
Daniel Pallares
[Signature]
Carmelita Pallares

State of NEW MEXICO
County of BERNALILLO

This instrument was acknowledged before me on this 28th day of Feb, 2020, by Daniel Pallares and Carmelita Pallares, husband and wife.

Notary Public
My Commission Expires:

[SEAL]



PROPERTY ADDRESS AND DESCRIPTION PARCEL
 320 ROEHL RD NW
 MAP 27 TRS 165B1B1 & 165A2A CONT 0.51 AC

2019

PARCEL NUMBER: 101506312818030825



TREASURER BERNALILLO
 COUNTY
 PO BOX 627
 ALBUQUERQUE, N.M. 87103-0627
 (505) 468-7031
 TREASURERS OFFICE
 E-MAIL: TREAS@BERNCO.GOV

2019 TAX BILL

AFC MRGB

1 015 063 128 180 30825
 PALLARES DANIEL FRANCISCO & CARMELITA
 MARJORIE
 8008 GUADALUPE TRL NW
 ALBUQUERQUE NM 87114 1117

THIS TAX BILL IS THE
ONLY NOTICE YOU WILL
 RECEIVE FOR PAYMENT
 OF BOTH INSTALLMENTS
 OF YEAR 2019
 PROPERTY TAX

LIAM TAX DISTRICT

PROPERTY	CODE	VALUE	AGENCIES	TAX RATE	NET TAXABLE VALUE	AMOUNT DUE
ASSESSED VALUE LAND		83,300	STATE	1.360	76,259	103.71
ASSESSED VALUE IMPROVEMENTS		145,500	COUNTY	12.223	76,259	932.12
ASSESSED VALUE PERS PROP		0	LOS RANCHO	1.000	76,259	76.26
TAXABLE VALUE LAND		27,764	SCHOOL APS	11.328	76,259	863.86
TAXABLE VALUE IMPROVEMENTS		48,495	CNM	4.000	76,259	305.04
TAXABLE VALUE PERS PROP		0	UNMH	6.400	76,259	488.06
TOTAL VALUATION		76,259	AMAFCA	1.152	76,259	87.85
STATUTORY EXEMPTION		0	MRGCD	6.334	76,259	483.02
VETERAN EXEMPTION		0				
NET TAXABLE VALUE		76,259	TOTAL RATE	43.797	2019 TAX >>	3,339.92

1st half payment becomes delinquent after Jan. 19, 2020
 2nd half payment becomes delinquent after May 10, 2020
 Postmark by these dates for each half is on time...

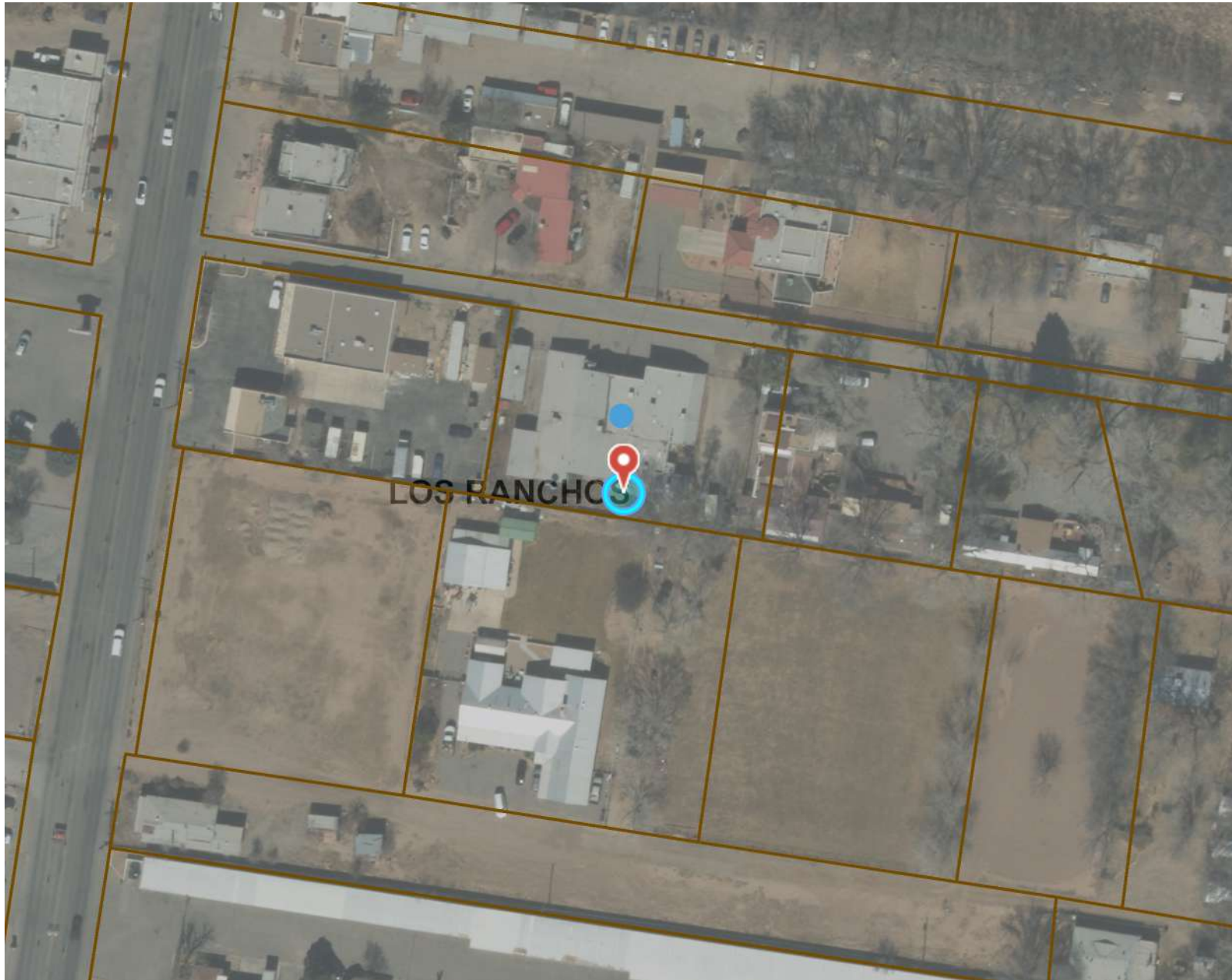
[CLICK HERE TO SEE TAX & PAYMENT HISTORY](#)

OTHER TAX DUE:








YEAR	TAX	INTEREST	PENALTY	FEES	AMOUNT DUE
2018	3,340.08		350.70	167.00	3,857.78
2017	3,011.16		677.60	150.60	3,839.36



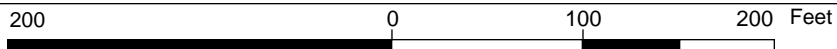
320 Roehl Rd



Legend

-  Bernalillo County Parcels
- Municipal Limits**
-  Corrales
-  Edgewood
-  Los Ranchos
-  Rio Rancho
-  Tijeras
-  UNINCORPORATED

Notes

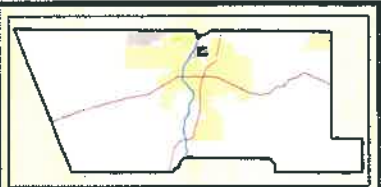
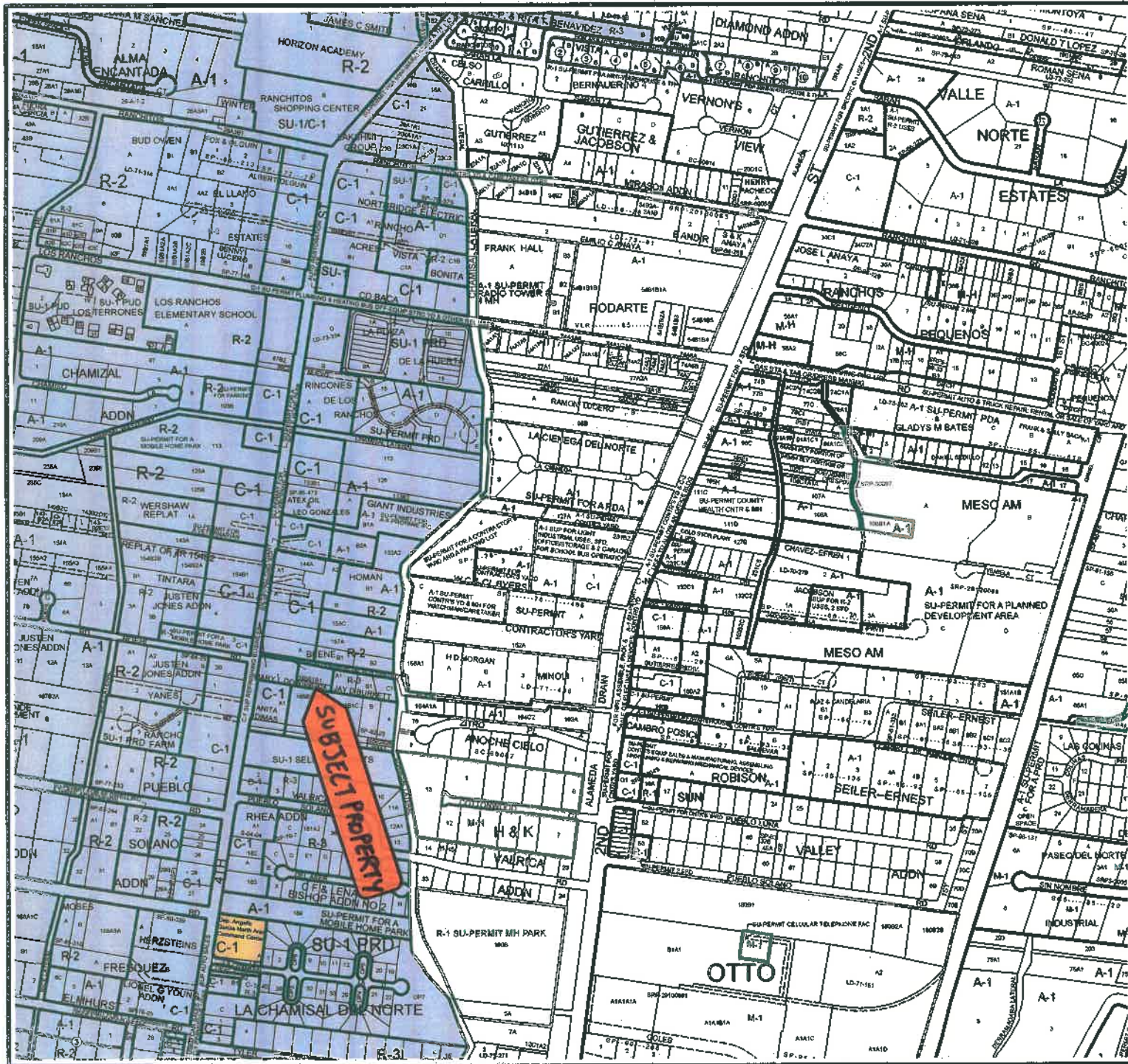


WGS_1984_Web_Mercator_Auxiliary_Sphere
1/7/2020 © City of Albuquerque

1: 1,200

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



LEGAL DESCRIPTION
 T11N
 R3E
 SEC 21

UNIFORM PROPERTY CODE
 1-015-063



Map amended through July 2016



PUBLIC WORKS DIVISION
 GIS PROGRAM

This information is for reference only. Bernalillo County assumes no liability for errors associated with the use of these data. Users are solely responsible for confirming data accuracy when necessary. Source data from Bernalillo County and the City of Albuquerque. For current information visit www.bermco.gov/public-works/gis.aspx.

D-15-Z

10. OLD BUSINESS

- A.** APPROVAL OF THE DEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE AND PALINDROME COMMUNITIES, LLC.

**PURCHASE, SALE
AND DEVELOPMENT AGREEMENT**

BETWEEN

**THE VILLAGE OF
LOS RANCHOS DE ALBUQUERQUE, NEW MEXICO**

AND

**PALINDROME COMMUNITIES, LLC,
A Nevada limited liability company**

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This Purchase, Sale and Development Agreement (the “**PSA**” or “**Agreement**”) is entered into by and between the Village of Los Ranchos de Albuquerque, a New Mexico incorporated municipality (hereinafter, the “**Village**”), and Palindrome Communities, LLC, a Nevada limited liability company (“**Developer**”) (together, Developer and the Village are referred to as “**Parties**”) and the Parties hereby agree:

RECITALS:

WHEREAS, the New Mexico Metropolitan Redevelopment Code, NMSA 1978, Section 3-60A-1 *et seq.* (the “**MRC**”), confers certain powers upon the Village to promote developments within areas that have been deemed blighted by the governing body of the Village and authorizes the Village to adopt a resolution finding that a slum or blighted area exists within its jurisdiction and the rehabilitation and redevelopment of the area is necessary in the interest of the public health, safety, morals or welfare of the residents of the Village’s jurisdiction; and

WHEREAS, the MRC requires that areas deemed blighted must have a Metropolitan Redevelopment plan adopted by the municipality that provides various catalytic projects for the area for the purpose of removing blight prior to developing a project (NMSA 1978, § 3-60A-5); and

WHEREAS, the Village Board of Trustees, the governing body of the Village, has adopted such a plan on March 14, 2018, by Resolution No. 2018-3-2 and is referred to as the Village Center Redevelopment Plan (the “**Plan**”); and

WHEREAS, the Plan proposes activities for the redevelopment of the Village Center project area that will aid in the elimination and prevention of slum and blight, including but not limited to: 1) facilitating the redevelopment of the Village Center site; 2) improve area streetscapes with lighting, landscaping and other features; and 3) provide for the installation of public art and wayfinding signs to highlight the area's many recreational and historic attractions; and

WHEREAS, in 2018 the Village issued a Request for Proposals to redevelop the Village Center site and evaluated the proposals through a Selection Committee. After due consideration, the Village selected the Developer as the Developer for the Property; and

WHEREAS, pursuant to the MRC the Village is authorized to enter into this PSA with the Developer for the purpose of removing blight and developing a redevelopment Project.

NOW, THEREFORE, the Parties hereby agree as follows:

Article 1. DEFINITIONS:

Unless expressly set forth to the contrary in this Agreement, the terms used herein will have the following meanings:

(a) “**Building**” or “Buildings” means the building or buildings and other improvements that are to be constructed on the Land and situated thereon at any time during the term of this PSA.

(b) “**Certificate of Occupancy**” means the documents secured by the Developer from the Village verifying that final construction of the Project is in compliance with all applicable Village codes and ordinances.

(c) “**Closing**” means the consummation of the purchase and sale of the Property as contemplated under this Agreement, which Closing shall be held at the offices of a licensed and bonded New Mexico title insurance agency in a location mutually acceptable to the Parties. The Village will convey the Property by quitclaim deed, and the Developer will accept the Property in its present condition, as provided in Article 4 and Article 6 herein.

(d) “**Development Timeline**” is defined in Article 3.1.

(e) “**Developer**” means Palindrome Communities, LLC, a Nevada limited liability company and its successors and assigns.

(f) “**Easements**” means (i) all easements, rights of way and appurtenances pertaining to the Land, whether or not described herein or in any exhibit now or hereafter attached hereto, (ii) all easements granted herein, and (iii) easements obtained by Developer after the execution of this PSA.

(g) “**Governmental Authority**” means any national, federal, state, county, city, regional or local government, any political subdivision thereof, or any governmental, regulatory, judicial or administrative agency, authority, commission, board, utility or similar entity having jurisdiction over the performance of the Developer, the Property, the Project, or the construction related to the same.

(h) “**Improvements**” means the Buildings and other improvements proposed for the Project by Developer.

(i) “**Land**” means that certain real property comprising fourteen (14) lots, containing 12.14 acres more or less, situated in the Village, generally depicted and legally described on Exhibit A attached hereto. The Parties acknowledge that as of the Effective Date, the Village owns eleven (11) lots and three (3) lots are owned by third-parties.

(j) “**Law**” means any constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, or other legislative or administrative action of any Governmental Authority or a final decree, judgment or order of a court or tribunal.

(k) “**Legal Requirement**” means the requirements of any Law or any Governmental Authority.

(l) “**Permitted Exceptions**” is defined in Article 4.4.

(m) **“Phase”** or **“Phases”** or **“Phased”** shall mean the Land as re-platted by Developer to ultimately accommodate six (6) new lots which re-platted lots shall be developed in the Phases identified in the Development Timeline.

(n) **“Project”** or **“Projects”** refers to the Developer’s Phased proposed Improvements of the Property and means the creation of ultimately a six-Phased mixed use development on the Land to provide a locale that will promote economic activity along the 4th Street corridor in addition to a destination for Village residents and visitors to gather, shop and live. The Project is intended to reflect and further the Village’s identity and style through its architecture, landscape and business use.

(o) **“Property”** means and includes the Land and any Easements but excluding any and all oil, gas and other mineral interests in and under said Land and all rights incident thereto regardless of whether the same were previously reserved or conveyed of record.

(p) **“Reversion Event”** refers to a failure of the Developer to perform any of the tasks within the timeframes established in Article 3.6, unless an extension is granted by the Village.

(q) **“Use Restriction”** is defined in Article 3.7 of this PSA.

(r) **“Village”** means the Village of Los Ranchos de Albuquerque, a New Mexico incorporated municipality.

Article 2. EFFECTIVE DATE.

2.1 This PSA will become effective upon the approval hereof by the Board of Trustees of the Village and subsequent execution by the Mayor (the “Effective Date”).

Article 3. DEVELOPER OBLIGATIONS.

3.1 Developer Obligations. Developer shall develop the Property in Phases and in strict conformance with the timelines indicated in Exhibit B (“Development Timeline”). Any subsequent changes to a parcel plan, parcel Phase or Development Timeline must be approved by the Mayor and the Village Administrator. The parcel plan will include a plan for (a) each Phase of the Project, as well as (b) the entirety of the Property, and such plans shall include physical and financing plans for horizontal and vertical improvements including demolition, site preparation, street, landscape, and utility construction. Developer must submit a final illustrative master plan, verify permissive uses, and pursue zoning and plan development approval for the entirety of the Property in accordance with this Agreement.

3.2 Replat of Land/Property. Developer, at its own cost, with the assistance of the Village, shall re-plate the entirety of the Property to accommodate the six-Phase/six-lot Development Timeline. Developer shall make such application in conformance with Village Code and prior to the submission of any plans and specifications required by the Development Timeline. Developer will also assist the Village with the initial re-plate (contemplated in Article 4.2) and any subsequent re-plats or corrections to re-plats.

3.3 Plans, Permits. Developer at its own cost, with the assistance of the Village, shall submit any and all design and site plans, elevations and construction specifications to the Planning and Zoning Director and Village Administrator for approval in accordance with Section 9.2.14 of the Village Code of Ordinances. Any proposed changes by the Developer to the plans and specifications thereafter, which create material design differences causing substantial or practical differences in the plans and specifications for the Project, shall require additional submission, review and approval of the Planning and Zoning Director and the Village Administrator. Notwithstanding the forgoing, to the extent Developer seeks a variance from Section 9.2.14 of the Village Code of Ordinances, such variance will require the approval of the Planning and Zoning Commission. Developer will be required to obtain permits for (i) any Buildings and other Improvements, (ii) signs, (iii) site use, (iv) driveways, (v) vehicular and pedestrian access to the Property, and (vi) barricades and excavations. Developer will also be required to comply with all relevant stormwater protection plans. The Permits will not be deemed final until all appeal periods and/or periods of time during which the Permits could be challenged or set aside, if any, have expired.

3.4 Title and Survey. Developer shall obtain a current ALT A survey ("Survey") and a current standard owner's title commitment for the Property from a licensed and bonded New Mexico title insurance agency ("Title Report") at Developer's sole cost and expense. Developer shall notify the Village in writing of any title and/or survey concerns within ten (10) days after receipt by the Developer of the Title Report and Survey. The Village may, but shall not be obligated, to cure any title or survey objections. If the Village elects not to cure any title or survey objections or fails to cure any such objection or set forth an agreed upon plan for cure, within thirty (30) days following Developer's notice of objections, then Developer may either terminate this Agreement by written notice to the Village given on or before five (5) business days after receipt of any notice from the Village that it elects not to cure or cannot cure the required objections, or waive such objections, in which event the Closing shall occur as contemplated herein and Developer shall accept the Property subject to such condition without additional cost to the Village. In the event Developer does not object to the condition of the title or survey to the Property as shown on the Title Report or Survey, or waives its objections, the condition of the title as shown therein shall be deemed approved.

3.5 Access. Commencing on the Effective Date, the Developer shall be afforded immediate access to the Property to conduct such investigation as deemed necessary by the Developer, at Developer's sole cost and expense. Prior to accessing the Property and/or performing any tests on the Property, Developer will obtain the Village Administrator's approval and shall provide the Village proof of insurance, naming the Village as an additional insured. If permission is granted, and tests are performed by Developer or Developer's agent(s), Developer will return the site to its condition prior to such testing. Developer will indemnify, defend and hold harmless the Village from and against any damages, claims, injuries or liens arising from or caused by Developer's access prior to Closing. This indemnity provision shall survive the expiration or earlier termination of this Agreement.

3.6 Construction; Reversion Events. Developer will commence construction of each Phase of the Project no later than thirty (30) days following site acquisition and Closing in accordance

with the Development Timeline, and thereafter, will diligently complete construction of such Phase or Phases of the Project within the time period indicated in the Development Timeline. All work shall be completed in compliance with all codes, ordinances, rules and regulations of applicable Governmental Authorities, in a good and workmanlike manner by licensed contractors licensed in the State of New Mexico, with appropriate Village permits. Developer shall ensure that any such Developers' obligation to pay New Mexico Gross Receipts Tax accrues to the benefit of the Village.

In the event that Developer does not perform the construction for any Phase or Phases within the timeframes set forth below, and unless an extension is granted by the Village, then Developer will be deemed to be in default of this PSA with regard to that specific Phase and, at the sole discretion of the Village, all of Developer's interest in Phases in which no Certificate of Occupancy has been issued (including any interest in Improvements constructed or partially constructed by Developer) shall revert to the Village ("Reversion Event"):

- (a) Developer has not submitted application for any permit to begin construction within thirty (30) days following Closing in accordance with the Development Timeline; or
- (b) Developer has not commenced construction (as evidenced by grading and initial soil preparation) within thirty (30) days following receipt of permits from the Village in accordance with the Development Timeline; or
- (c) No construction activity on the relevant Project Phase(s) has occurred for any six (6) month period between construction commencement and obtaining Certificate of Occupancy; or
- (d) Developer has not obtained a final Certificate of Occupancy for any Phase of the Project by the deadline(s) indicated in the Development Timeline; or
- (e) Developer has not supplied proof of insurance or a performance bond as required by Articles 7 and 8 below, within thirty (30) days following Closing.

If a Reversion Event occurs, the Village shall provide written notice to the Developer and Permitted Mortgagee, and the Developer and/or Permitted Mortgagee shall have a period of sixty (60) days to cure such Reversion Event. No additional notice or cure period, as provided in Article 11 will be provided with regard to this section. If a Reversion Event is not timely cured by the Developer and/or Permitted Mortgagee within sixty (60) days after notice from the Village, upon receipt of a second written notice from the Village, the Developer will (i) obtain releases for any liens on the Property Phase(s) for which no Certificate of Occupancy has been issued, (ii) warrant that no other work has been performed on the Property Phase(s) for which no Certificate of Occupancy has been issued in the last ninety (90) days that would be subject to a lien, (iii) cause the delivery to the Village of the New Mexico statutory form quitclaim deed(s) held in escrow in accordance with Article 4.3 and any other necessary documentation evidencing such reversion of title for the Property Phase(s) for which no Certificate of Occupancy has been issued, and (iv) this Agreement shall be terminated with respect to the Property Phase(s) for which no Certificate of Occupancy has been issued. In addition, Developer will provide the Village with hard and

editable electronic versions of all studies, tests, analyses, as-built plans, or other work performed by Developer, or in possession of Developer, relating to the Property Phase(s) for which no Certificate of Occupancy has been issued. The terms and conditions of this Section shall survive expiration or earlier termination of this Agreement.

3.7 Use Restrictions. The Property may only be developed and used for the uses contemplated and described for the Project in Article 1. The Property may not be used for any adult book store, adult video store, adult movie theater or other establishment selling, renting or exhibiting pornographic materials or drug-related paraphernalia (except that this provision will not prohibit the operation of a bookstore or video store which carries a broad inventory of books or videos and other materials directed towards the interest of the general public as opposed to a specific segment thereof) ("Use Restriction"). This Use Restriction will be set forth in the deed from the Village to Developer at Closing. All of the provisions provided in this Section will survive the expiration or earlier termination of this Agreement.

3.8 Ownership and Maintenance of Post-Construction Infrastructure; Utilities. Developer will insure (as set out in Article 8 below), pay for, own and maintain all Improvements, including without limitation, Buildings, rights-of-way, landscaping, lighting, and other utilities which may be developed as part of each Phase. Developer acknowledges that all water, sewer, gas, telephone and electricity are extended to the boundaries of the Land. Developer will pay all impact fees, connection fees and all charges incurred by Developer, from the date of delivery at Closing, for usage of water, gas, electricity or other public utilities relating to the Property. Developer will defend, indemnify, save and hold the Village harmless from any such utility charges or expense or liability for same. The terms and conditions of this Section shall survive expiration or earlier termination of this Agreement.

Article 4. PURCHASE/SALE OF PROPERTY; CLOSING.

4.1 Purchase/Sale. Assuming Developer has met the obligations imposed by this Agreement for each Phase or Phases, the Village hereby agrees to sell a Phase or Phases of the Property, and Developer hereby agrees to buy/accept such Phase or Phases of the Property, as set out herein.

4.2 Pre-Closing. Prior to or at Closing, the Village will:

- (a) Execute and record a replat of the Property.
- (b) Execute a quitclaim deed conveying the relevant Phase or Phases of the Property to Developer using a New Mexico statutory form quitclaim deed, subject to the restrictions as set forth in Article 3.7 of this Agreement.
- (c) Execute any and all other instruments reasonably required to consummate the transaction contemplated by this Agreement.

4.3 Closing. At Closing, the Developer will:

(a) Execute a quitclaim deed conveying the relevant Phase or Phases of the Property back to the Village using a New Mexico statutory form quitclaim deed. Such quitclaim deed shall be held in escrow with a bonded and licensed New Mexico title insurance agency in accordance with Article 3.6.

(b) Execute any and all other instruments reasonably required to consummate the transaction contemplated by this Agreement.

4.4 Title Policy. At Developer's cost and expense, the title company shall deliver to Developer a standard Owner's Title Insurance Policy issued by the Title Company dated the date of recording of the Village executed quitclaim deed insuring Developer as owner of fee simple title to the Property subject only to the Permitted Exceptions (the "Title Policy").

4.5 Fees and Costs. The Developer and Village will equally share the escrow fees and the cost of recording any deeds. Developer will pay any costs associated with Developer's financing of the purchase of the Property, and construction of the Project. All other costs associated with the Closing will be the responsibility of the Developer including, but not limited to, title insurance premiums and costs of endorsements, survey costs, financing costs, and construction costs.

Article 5. CONDITIONS OF LAND TRANSFER; PURCHASE PRICE.

5.1 Village Ownership. The Village will retain ownership of the Property until Closing. Developer must meet Development Timeline and the following conditions before Closing and transfer of each Phase or Phased parcel:

- (a) Each Project Phase must be consistent with the Village's Master Plan;
- (b) Developer has obtained Planning and Zoning Director, Village Administrator and Mayor approvals as required herein;
- (c) Developer has completed an application and received a building permit for each Phase; and
- (d) Developer has a demonstrated commitment for financing for all horizontal and vertical Improvements within each Phased parcel.

5.2 Purchase Price. Village will transfer each Phased parcel As-Is to the Developer for \$1 upon meeting the conditions outlined in this Article 5 above. It is acknowledged that the Village may accept fair value for the Purchase Price. In determining fair value, the Village may consider factors other than the market value. Given that (i) the Village has no obligation to prepare the site for the Project, (ii) Developer is accepting the Property "As is", in its existing condition, (iii) Developer is removing blight and providing an economic catalytic development as stated in the preamble to this Agreement, and (iv), Developer will be incurring site prep, environmental,

surveying, title and design expenses incurred prior to Closing, the Parties have agreed to a Purchase Price of \$1.

Article 6. “AS IS” CONDITION.

6.1. The Village will have no obligation to make any improvements or alterations to the Property, and as of the Closing, Developer agrees to accept the Property, and all other portions of the Property in an "As Is" condition, with all faults, and without any representation or warranty by the Village, and that no patent or latent condition affecting the Property, in any way, whether or not known or discoverable or hereafter discovered, shall give rise to any right, claim or cause of action against Village. Developer hereby acknowledges that it has relied on its own inspections and due diligence in entering this PSA and not on any representations or warranties of the Village or any broker or other representative of the Village concerning the zoning, condition or suitability of the Property for any particular purpose or any other matter. The Village makes no warranties other than those expressly made in this PSA, and makes no implied warranty that the Property is suitable for any particular purpose. Developer hereby waives the benefit of all warranties, express or implied, with respect to the Property including, without limitation, any implied warranty that the Property is suitable for any particular purpose.

Article 7. PERFORMANCE BOND.

7.1 Completion Security. To secure its obligations under this Agreement, Developer shall deliver to the Village within thirty (30) days of Closing, a performance bond in the amount of ten percent (10%) of the value of the construction contract price for Phases 1, 2 and 3 of the Project and a performance bond in the amount of fifty percent (50%) of the value of the construction contract price for Phase 4 of the Project. Developer shall maintain such performance bond in full force and effect until issuance of a Certificate of Occupancy. The performance bond shall not place any lien or encumbrance on, or otherwise have any interest or recourse to Land, Property or Project.

7.2 Credit Requirements. Such performance bond (i) must be issued by a surety reasonably acceptable to Village and having claims-paying ability of at least “A-” by A.M. Best Rating Guide [need to verify], or an equivalent publication, and (ii) shall either not expire before the end of the applicable period for which it is to be provided or contain a provision that permits the full amount of bond to be drawn if it is not renewed or extended for a period of one year or more (or until the end of the period for which it is to be provided, if less) at least thirty (30) days before its expiration date. In the event the surety of such bond (A) fails to maintain a credit rating of at least “A-” by A.M. Best Rating Guide, or an equivalent publication, (B) indicates its intent not to renew such bond, or (C) fails to honor the Village’s properly documented request to draw on an outstanding bond by such surety, Developer shall (1) provide a substitute security that is issued by a qualified bank acceptable to the Village, other than the bank failing to honor the outstanding bond, or (2) post cash in an amount equal to the face amount of the outstanding bond within five (5) business days after the Village receives notice of such event or refusal. In all cases, the reasonable costs and expenses of establishing, renewing, substituting, canceling, increasing, reducing, or otherwise administering the bond shall be borne by Developer.

Article 8. INSURANCE.

8.1 Developer Proof of Insurance. On or before Closing, Developer shall provide proof of insurance acceptable to the Village, evincing coverage with insurers of recognized responsibility authorized to do business in the State of New Mexico, assigned an A.M. Best rating of no less than A-(IX)[need to verify this]. Developer will be required to demonstrate the minimum coverages and limits through issuance of a Certificate of Occupancy:

(a) **Commercial General Liability.** Commercial General Liability Insurance, including contractual liability, premises and operations, bodily injury, property damage, products/completed operations (for a period of not less than three (3) years following Certificate of Occupancy of the Property Phase), independent Developer, and personal injury coverages, with no exclusions for explosion, collapse and underground hazards, with a limit of not less than \$1,000,000 for each occurrence, combined single limit; aggregate limit of not less than \$2,000,000 provided on occurrence policy forms; General Liability aggregate applies on a per project basis.

(b) **Worker’s Compensation.** Worker's Compensation Insurance, covering all of Developer's employees on terms and conditions as required by applicable Law; and Employers' Liability at limits of \$1,000,000 – each employee;

(c) **Excess Liability/Umbrella.** Excess Liability/Umbrella Form insurance providing limits of liability in the following amounts:

(i)	General Aggregate:	\$5,000,000
(ii)	Per Occurrence:	\$5,000,000

The Umbrella Liability insurance policy shall be written on an “Occurrence Policy” form and shall include, but not be limited to cover liability arising from perils scheduled in 8.1 (a), (b) and (c).

8.2 Additional Insured/Endorsed. The insurance referenced in 8.1 (a), (b) and (d) above shall be endorsed to include the following:

(a) **Additional Insureds.** Village shall be Additional Insured (“**Additional Insureds**”) under ISO Form CG2010(11/85) or its equivalent;

(b) **Primary Insurance.** The coverage afforded to the Additional Insureds shall be primary and noncontributing with any other insurance maintained by the Additional Insureds;

(c) **Subrogation.** All policies shall be endorsed with a waiver of subrogation in favor of the Additional Insureds; and

(d) **Notice of Cancellation or Non-Renewal.** The Additional Insureds shall be given thirty (30) days advance written notice of cancellation or non-renewal of the policy by the insurer, except then (10) days’ notice for cancellation due to non-payment of premium.

8.3 Requirements. Prior to Closing, Developer shall provide the Village with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. All coverage required hereunder shall be kept in full force and effect for the entire term of this Agreement.

Article 9. DEVELOPER WARRANTIES AND REPRESENTATIONS.

9.1 Developer Represents and Warrants:

(a) **Due Organization; Good Standing.** It is duly organized, validly existing and in good standing under the Laws of the state of its formation and is duly qualified to do business in New Mexico.

(b) **Authority.** It has all necessary power and authority to execute, deliver and perform its obligations under this Agreement; its execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part; and this Agreement has been duly and validly executed and delivered by it and constitutes its legal, valid and binding obligation enforceable in accordance with its terms.

(c) **Compliance with Legal Requirement.** It is not in violation of any law or any judgment entered by any national, regional or local Governmental Authority, which violations, individually or in the aggregate, would adversely affect its performance of any obligations under this Agreement. There are no legal or arbitration proceedings or any proceeding by or before any Governmental Authority, now pending or (to its best knowledge) threatened against it which, if adversely determined, could have a material adverse effect upon its financial condition, operations, prospects or business, as a whole, or its ability to perform under this Agreement.

(d) **Consents and Approvals.** No authorization, approval, exemption, or consent of or by any Person is required by it in connection with the execution, delivery, and performance of this Agreement.

(e) **Execution and Delivery.** The execution and delivery of this Agreement, the consummation of the transactions herein contemplated and compliance with the terms and provisions hereof by it will not conflict with or result in a material breach of, or require any consent under, any of its constitutive documents, or any law, or any agreement or instrument to which it is a party or by which it is bound or to which it is subject, constitute a material default under any such agreement or instrument or will result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon the Property or the Project, except for any permitted encumbrances, or will do so otherwise to a material extent upon any other property or assets of Developer under the terms of any instrument or agreement..

(f) **Solvency.** It is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete its obligations under this Agreement.

(g) **Commissions.** Developer warrants and represents that it has not consulted or negotiated with any broker or finder with regard to the Property or this Agreement. If the Developer is in breach of this warranty, then Developer will indemnify the Village against any

loss, liability and expense (including attorneys' fees and court costs) arising out of resulting claims for fees or commissions.

(h) Fair dealing and conflict of interest. Developer covenants and warrants that the only person or firm interested in this Agreement as principal or principals is named in this Agreement, and that this Agreement is entered into by the Developer without collusion on the part of the Developer with any person or firm, without fraud and in good faith. The Developer also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, will be offered or given by the Developer or any agent or representative of the Developer to any officer or employee of the Village with a view towards securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement.

Article 10. RIGHT TO AUDIT.

Until a Certificate of Occupancy is obtained , at any time during normal business hours and as often as the Village may deem necessary, there shall be made available to the Village for examination all of the Developer's records with respect to all matters covered by this Agreement. The Developer shall permit the Village to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement both before and after Closing.

Article 11. DEFAULT BY DEVELOPER; REMEDIES.

11.1 Except for those defaults set forth in Article 3.6 for a Reversion Event, which is subject to its own provisions, Developer will be deemed to be in "default" under the following conditions:

(a) Developer fails to perform any of the provisions, covenants or conditions of this PSA to be kept or performed by Developer within a period of thirty (30) days after receipt of written notice from the Village informing Developer of the failure to perform in a timely manner, which notice will specify the actions required by Developer to comply with Developer's obligations hereunder. If any such failure to perform cannot reasonably be cured within the thirty (30) day period, Developer will not be in default under this PSA if Developer commences to cure the failure to perform within the thirty (30) day period and thereafter diligently and in good faith continues to cure the failure to perform through completion; or

(b) The making by Developer of any general assignment or general arrangement for the benefit of creditors; or,

(c) The filing by or against Developer of a petition in bankruptcy, including reorganization or arrangement, unless, in the case of a petition filed against Developer, the same is dismissed within 30 days; or,

- (d) The appointment of a trustee or receiver to take possession of substantially all of Developer's assets located at the Property or of Developer's interest in this PSA; or
- (e) The seizure by any department of any government or any officer thereof of the business or property of Developer; or
- (f) An adjudication that Developer is bankrupt.

11.2 Notwithstanding Article 3.6 of this PSA, upon any default by Developer, the Village may, at the Village's option and without limiting the Village in the exercise of any other right or remedy the Village may have on account of such default, pursue any remedy allowed by law or equity. No remedy or election under this PSA will be deemed exclusive, but will, wherever possible, be cumulative with all other remedies at law or in equity. Pursuit of any of the remedies provided for in this Section will not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law, nor will pursuit of any remedy herein provided constitute a forfeiture or waiver of any rights of a party hereunder or of any damage accruing to said party by reason of the violation of any of the terms, provisions and covenants herein contained.

Article 12. DISPUTES.

12.1 Negotiations. The Parties shall use all reasonable efforts to settle disputes through negotiation between authorized members of each Party's senior management with the power and authority to resolve any such dispute. Either Party may, by written notice to the other Party, request a meeting to initiate negotiations to be held within five (5) days of the other Party's receipt of such request, at a mutually agreed time and place. If the matter is not resolved within fifteen (15) days of the first meeting, either Party may, by written notice to the other Party, refer the matter to meditation pursuant to this Section.

12.2 Mediation. If either Party elects to refer the dispute to mediation, the Parties will cooperate in selecting a qualified neutral mediator scheduling the time and place of the mediation as soon as reasonably possible, but in no event later than thirty (30) days after the request for mediation is made. In the event the Parties cannot agree on a single neutral mediator, each Party shall select one mediator, which mediators shall cooperate to select a third mediator who shall handle the mediation. Unless otherwise agreed, the mediation will be scheduled for a date not later than thirty (30) days after the selection of the mediator. The Parties agree to participate in the mediation in good faith and to share the costs of the mediation, including the mediator's fee, equally, but such shared costs shall not include each Party's own attorneys' fees and costs, which shall be borne solely by such Party. If the Parties are unable to resolve their dispute through mediation, then either Party may pursue any other remedies available at law or in equity.

Article 13. DEVELOPER'S FINANCING.

13.1 Developer's Right to Transfer and Encumber. Developer will have the right, from time to time and at any time, following Closing, to encumber its interest in the Property with one or more deeds of trust, mortgages, or other lien instruments to secure any borrowings or obligations of Developer related strictly and solely to the development of the Property. Any such mortgages,

deeds of trust, and/or other lien instruments, and the indebtedness secured thereby are herein referred to as "Permitted Mortgages," and the holder or other beneficiary thereof are herein referred to as "Permitted Mortgagees."

13.2 Developer's Mortgage. If Developer encumbers its respective interest in its respective Property with liens as above provided, then Developer will notify the Village thereof, providing with such notice the name and mailing address of the Permitted Mortgagee, the Village will upon request, acknowledge receipt of such notice, and for so long as the Permitted Mortgage remains in effect the following will apply:

(a) The Village will give to the Permitted Mortgagee a duplicate copy of any and all notices which the Village gives to Developer pursuant to the terms hereof, including notices of default.

(b) There will be no cancellation, surrender, or material modification of this Agreement by joint action of the Village and Developer without the prior written consent of the Permitted Mortgagee.

(c) If a default occurs hereunder, then the Village specifically agrees that:

i) The Village will not enforce or seek to enforce any of its rights, recourses, or remedies, until a notice specifying the event giving rise to such default has been sent to the Permitted Mortgagee pursuant to Articles 3.6 and 13.2 herein, and if the Permitted Mortgagee proceeds to cure the default within a period of thirty (30) days after receipt of such notice or, as to events of default which by its very nature cannot be cured within such time period, the Permitted Mortgagee, to the extent it is able to do so, commences curing such default within such time period and thereafter diligently pursues such cure to completion within sixty (60) days thereafter, then any payments made and all things done by the Permitted Mortgagee to effect such cure will be as fully effective to prevent the exercise of any rights, recourses, or remedies by the Village as if done by Developer.

ii) If the default is a non-monetary default of such a nature that it is not reasonably susceptible of being cured by the Permitted Mortgagee (as, for example, a non-permitted assignment by Developer), then the Village will not enforce or seek to enforce any of its rights, remedies, or recourses hereunder so long as Permitted Mortgagee complies with those other provisions of this Agreement which, by their nature, Permitted Mortgagee may then reasonably comply with.

(d) No Permitted Mortgagee will be or become liable to the Village as an assignee of this Agreement until such time as such Permitted Mortgagee, by foreclosure or other procedures, will acquire the rights and interests of Developer under this Agreement or will actually take possession of the Property, and upon such Permitted Mortgagee's assigning such rights and interests to another party or upon relinquishment of such possession, as the case may be, such Permitted Mortgagee will have no further such liability.

(e) Upon the Mayor and Village Administrator's approval of the Developer's financing arrangements with a Permitted Mortgagee, the Village may be requested to execute a subordination agreement for any Permitted Mortgages to develop the Project. However, the Use Restriction and Reversion Events referenced in Articles 3.6 and 3.7 herein will not be subordinated and will continue to run with the land.

Article 14. INDEMNIFICATION; DAMAGES LIMITATIONS; TORT CLAIMS.

14.1 Developer's Indemnification of the Village. Developer will defend, indemnify and hold the Village, its Mayor, its Village Board, its administration, and any mortgagee(s) related or affiliated entities, parents, subsidiaries, partnerships, joint ventures, trusts, and limited liability companies, and their respective directors, officers, partners, agents, employees, members, trustees, and shareholders (collectively, "Village's Parties") harmless, regardless of any negligence imputed to the Village solely in its capacity as owner of the Property involved in an injury where the condition causing the injury is related to Developer's due diligence and other pre-Closing activities or development of the Property, including its members, trustees, and shareholders, officers, directors, agents, servants, Developers, employees or invitees ("Developer's Parties"), from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising directly or indirectly from or out of this Agreement or any occurrence in, upon or at the Property or the occupancy or use by Developer of the Property or any act or omission of Developer or Developer's Parties. Village's Parties will not be liable and Developer hereby waives all claims against Village's Parties for any injury or damage to any person or property in or about the Property, or injury or inconvenience to Developer's business, by or from any cause whatsoever including without limitation any acts or omissions of any other developer, licensees or invitees of the Property. Developer acknowledges that it is protecting itself against loss by maintaining appropriate insurance coverage. The indemnity and release provisions of this Section will not apply to the extent the subject claims thereunder were caused by Village's Parties' negligence, omissions or intentional misconduct under this Agreement beyond the applicable cure period.

Further, Developer will defend, indemnify and hold Village's Parties harmless from and against any and all claims, liabilities, losses, demands, actions, causes of action, damages, cleanup costs, and expenses (including reasonable attorneys' fees, expert's fees and costs) and/or penalties claimed, threatened or asserted against, or suffered or incurred by any Village Party arising out of or in any way relating to the release, use, generation, transportation, storage or as a consequence of disposal by Developer or any of its agents, representatives, employees or invitees, or the presence of any hazardous materials in, on or about the Property occurring as a result of or in connection with such Developer's use or occupancy of the Property, and any and all liabilities, losses, costs, claims, demands, actions, causes of action, expenses and penalties incurred in the removal, remediation and disposal of any hazardous materials; provided, however, that the foregoing provisions will not apply to any hazardous materials used, generated, transported, stored or disposed of by a Village Party.

The terms and conditions of this Section shall survive expiration or earlier termination of this Agreement.

14.2 Exception to Indemnification. With respect to any indemnity obligation provided in this Agreement, to the extent, if at all, that Section 56-7-1 NMSA 1978, as amended, is applicable, any agreement to indemnify, hold harmless, insure or defend another party contained herein or in any related documents will not extend to liability, claims, damages, losses or expenses, including attorneys' fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligent act or omission of any indemnitee, its officers, employees or agents.

14.3 No Personal Liability. Village's Parties will not in any event be liable for any acts or omissions of Developer or its agents, servants, employees or independent Developers or for any condition resulting from the operations or activities of Developer, its agents, servants, employees or independent Developers as to Developer or to any other person. Village's Parties will not be liable for Developer's failure to perform any of its obligations under this Agreement, or for any delay in the performance thereof, nor will any such delay, or failure, be deemed a default by Village's Parties. Notwithstanding anything to the contrary in this Agreement, the Village, nor Village's Parties, nor the Developer or Developer's Parties, will be personally responsible or liable for any representation, warranty, covenant, undertaking or agreement contained in the Agreement, and the sole right and remedy of any party will be against the other party's interest in the Property. No party or any assignee or successor thereof will seek to obtain any judgment imposing personal liability against the Village, Village's Parties, Developer, Developer's Parties, or their successors or assigns, nor execute upon any judgment or place any lien against any property other such party's interest in the Property.

14.4 Damages Limitations. Under no circumstances may any party seek or be entitled to recover any special, consequential, punitive, speculative, or indirect damages, all of which each party specifically waives, for any breach by any party of its obligations under this agreement, or of any representation, warranty, or covenant of any party under the contract, or for any other cause, reason, or legal theory at law or in equity.

14.5 The terms and conditions of Articles 14.1, 14.2, 14.3 and 14.4 shall survive expiration or earlier termination of this Agreement.

14.6 No Waiver of Tort Claims Act. Nothing in this Agreement shall be interpreted as a waiver of the Village's protections under the New Mexico Tort Claims Act. §§ 41-4-1-41-4-30 NMSA 1978.

Article 15. MISCELLANEOUS.

15.1 Compliance With Law

(a) Developer will at all times during the term of this Agreement at their own expense, comply with all federal, state, county, municipal and other governmental statutes, ordinances, laws, standards, provisions, rules and regulations, now or hereafter enacted or amended, affecting

the Property, or occasioned by or affecting the use thereof by Developer, including, but not limited to, the Americans With Disabilities Act.

(b) Developer will have the right to contest by appropriate legal proceedings, without cost or expense to the Village, the validity of any law, ordinance, order, rule, regulation or requirement affecting Developer's use and/or occupancy of the Property. If compliance by Developer may be legally held in abeyance during the contest without subjecting the Village or Developer to any liability whatsoever for failure to so comply, Developer may postpone compliance until the conclusion of the proceedings.

15.2 Termination of Obligations. In the event that this Agreement is terminated prior to Closing or pursuant to Article 3.6, this Agreement will be of no further force or effect and all rights and obligations of the parties hereto will cease and terminate concurrently with the effective date of such termination, except any such rights and obligations that survive the expiration or earlier termination of this Agreement, including but not limited to all obligations of Developer to defend, indemnify and hold harmless the Village, and Village's Parties, as defined in Article 14. Parties will not be relieved of any obligations expressly stated to survive the expiration or earlier termination of this Agreement, including but limited to, its obligations under Articles 3.5, 3.6, 3.7, 3.8, 11, 14, 15.2, 15.5, 15.6, and 15.20 of this Agreement with respect to any matter therein specified which occurred prior to the effective date of termination or that expressly survives the expiration or earlier termination of this Agreement.

15.3 Memorandum of Agreement. Under no circumstances will this Agreement be recorded in the records of Bernalillo County, New Mexico. The Village and Developer will execute and notarize a Memorandum of Agreement suitable for recording in Bernalillo County, New Mexico, and any party may cause the Memorandum of Agreement to be recorded. The Memorandum of Agreement will incorporate complete and correct legal descriptions of the Property, and will otherwise be reasonably satisfactory to the Village and Developer. All costs in connection with the recordation of the Memorandum of Agreement, including all recording fees will be paid by the party that is so recording. The Memorandum of Agreement will automatically terminate and be released upon earlier termination of the Agreement, and each party hereby agrees that the other party may record a written Release of the Memorandum of Agreement when this Agreement expires or is terminated. This Agreement will be filed with the Clerk of the Village.

15.4 Developer's Ownership Information. Until a Certificate of Occupancy has been obtained, annually, and so long as Developer, or its assignee are not publicly held entities, upon request by the Village, Developer, and its assignee, will promptly provide the Village with a statement certified by Developer's chief operating officer that provides the following information:

- (i) the names of Developer's shareholders, partners, limited partners, or members, and their ownership interests at the time of the statement;
- (ii) the state in which Developer are incorporated or organized;
- (iii) the location of Developer's principal place of business;

(iv) any information regarding a material change in Developer's structure, including, without limitation, a merger or consolidation; and

(v) any other information regarding Developer's ownership interest that the Village reasonably requests. Except as required by law or court order, all information provided by Developer to the Village under this Section will be kept confidential by the Village and will not be disclosed to any other person except the Village's attorneys, the Mayor and the Village Administrator. In the event that the Village receives a request or court order to provide any information described in this Section, the Village will, within five (5) business days, and before complying with such request or court order, provide a copy of such request or court order to Developer.

15.5 Applicable Law and Parties Bound.

(a) This Agreement will be construed under the laws of the State of New Mexico. The parties agree that venue for any suit, action, or proceeding arising out of this Agreement will be in Bernalillo County, New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of said court. In any litigation between Village and Developer, the matter will be decided by a judge sitting without a jury, and accordingly each party hereby waives its right to a jury trial. The parties further acknowledge that they have fully and fairly bargained for the terms of this Section.

(b) This Agreement will be binding upon and inure to the benefit of, as the case may require, the parties to this Agreement and their respective heirs, executors, administrators, successors and assigns.

(c) All of the provisions provided in this Section will survive the expiration or earlier termination of this Agreement.

15.6 Assignment. Upon written request, the Village may give approval, in its sole discretion, for Developer to assign this Agreement to an entity controlled by Developer, for subsequent contribution to a development entity controlled by Developer ("Permitted Assignment"). No assignment shall be made without the Mayor's and Village Administrator's prior written approval, which approval shall not be unreasonably withheld. The terms, covenants, obligations, responsibilities and any all other provisions of this Agreement shall be binding upon any assignee under a Permitted Assignment and enforceable by the Village. In the event of any assignment of this Agreement, whether approved by Village or not, the Developer shall remain liable for all of its responsibilities and obligations occurring prior to the assignment of this Agreement. In the event of a Permitted Assignment, the Developer shall cause the assignee to expressly assume in writing the obligations of Developer under this Agreement for obligations occurring after the assignment of this Agreement.. All of the provisions provided in this Section will survive the expiration or earlier termination of this Agreement.

15.7 Interpretation.

(a) The words "Village" and "Developer" as used herein will include, as the context may permit or require, the parties executing this Agreement and their respective heirs, executors, administrators, successors and assigns.

(b) Wherever the context so permits or requires, words of any gender used in this Agreement will be construed to include any other gender, and words in the singular number will be construed to include the plural.

(c) Unless expressly provided to the contrary, the phrases "during the term of this Agreement" and "during the term hereof" will include such periods during which the term of this Agreement is extended by agreement of the Parties.

(d) This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Agreement. In addition, each party has been given the opportunity to consult experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement will be interpreted in a reasonable manner to affect the purpose of the parties and this Agreement.

15.8 Captions. The headings and captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Agreement or of any provision herein contained.

15.9 No Waiver. The waiver by any party of any breach of any term, covenant or condition contained in this Agreement will not be deemed to be a waiver thereof on any subsequent occasion. A party will not be deemed to have waived any term, covenant, or condition of this Agreement unless such party has signed a written waiver waiving the term, covenant, or condition.

15.10 Invalidity. In the event that any term, provision, condition or covenant contained in this Agreement, or the application thereof to any person or circumstance, will, to any extent, be invalid or unenforceable, or be held to be invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement, or the application of such term, provision, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby and all such remaining terms, provisions, conditions and covenants in this Agreement will be deemed to be valid and enforceable.

15.11 Approvals. Whenever in this Agreement Village's or Developer's approval or consent is required, Village's or Developer's approval or consent will be in writing, and the approval or consent of Village or Developer will not be unreasonably withheld, delayed or conditioned, unless specifically stated otherwise in this Agreement. Unless the Agreement provides that Village's or Developer's approval or consent may be given in its sole discretion, if Village or Developer elects to withhold its consent, Village or Developer will describe in writing the reasonable basis for

withholding its consent. Unless otherwise specified, Village's approval shall mean approval of the Mayor and Village Administrator.

15.12 Notices. Wherever in this Agreement a party is required or permitted to give or serve a notice, request, demand, consent or approval to or on the other, the communication will be given or served upon the party to whom it is directed in writing and may be delivered personally, by an overnight courier service with proof of delivery, or forwarded by certified mail, postage prepaid, return receipt requested addressed as follows:

If to Village:

Mayor
Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd., N.W.
Los Ranchos, New Mexico 87107
Village: (505) 344-6582
mayordonaldtlopez@losranchosnm.gov

With a copy to:

Administrator
Village of Los Ranchos de Albuquerque
6718 Rio Grande Blvd., N.W.
Los Ranchos, New Mexico 87107
Village: (505) 344-6582 x106
asimon@losranchosnm.gov

If to Developer:

Palindrome Communities, LLC
Attention: Chad Rennaker
412 NW 5th Avenue, Suite 200
Portland, OR 97209

Notices delivered as required herein will be deemed to have been duly given or served (i) on the date personally delivered or delivered by courier service, or (ii) if delivered by mail as provided above, on the third business day after mailing. Any party may change its address for notice by written notice given to the other in the manner hereinabove provided. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given will be deemed to be receipt of the notice, demand or request sent. If and when included within the term "the Village" as used in this instrument there are more than one person, firm or corporation, all will jointly arrange amongst themselves and specify some individual at some specific address for the receipt of notices and payments to the Village. If and when included within the term "Developer" as used in this instrument there are more than one person, firm or corporation, all will jointly arrange amongst themselves and specify some individual at some specific address for the receipt of notices and payments to Developer. All parties included with terms "the Village" and

"Developer" respectively, will be bound by notices and payments given in accordance with the provisions of this Section to the same effects as if each had received such notice or payment.

15.13 Entire Agreement. This Agreement, together with any Exhibits or Addenda attached hereto, constitutes the entire agreement between the Village and Developer pertaining to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements and undertakings of the parties in connection herewith, including without limitation any letter of intent or other correspondence between the parties prior to the date hereof.

15.14 Exhibits. All certificates, documents, exhibits, attachments, riders, and addenda, if any, referred to in this Agreement, including but not limited to the exhibits referred to in this Agreement, are hereby incorporated into this Agreement by reference and are made a part hereof as though set forth in full in this Agreement to the extent they are consistent with the terms and conditions of this Agreement.

15.15 Amendment. This Agreement will not be modified or amended orally; any modification or amendment of this Agreement must be in writing, signed by both the Village and Developer.

15.16 Days. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U.S. Postal Service, then in such event the time of such deadline will be extended to the next day that is not a Saturday, Sunday, or holiday recognized by the U.S. Postal Service. Whenever the word "days" is used herein, it will be considered to mean "calendar days" and not "business days" unless an express statement to the contrary is made.

15.17 Force Majeure. Except for payment of monetary obligations hereunder, the time for performance by the Village or Developer of any term, provision or covenant of this Agreement will be deemed extended by time lost due to delays resulting from acts of God, strikes, unavailability of building materials, civil riots, floods, material or labor restrictions by governmental authority, enforcement of governmental regulations or requirements, and any other cause not within the control of the Village or Developer, as the case may be.

15.18 Village-Developer Relationship. It is understood and agreed that the Village's Parties will in no event be construed or held to be a partner, joint venturer or associate of the Developer in the conduct of the Developer's business, nor will Village's Parties be liable for any debts incurred by the Developer in the Developer's business; but it is understood and agreed that the relationship is and at all times will remain contractual.

15.19 Discrimination Prohibited. In the operation and use of the Property, the Developer will not on the grounds of race, color, religion, sexual orientation, sexual preference, national origin or ancestry, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Parts 21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act. Without limiting the generality of the foregoing, the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, sexual preference, national origin or ancestry, age, or physical or mental handicap. Such action will include, but not be limited to: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Developer agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

15.20 Americans With Disabilities. Developer agrees to meet all applicable requirements of the American with Disabilities Act of 1990, as amended, and all applicable rules and regulations, as amended, (the "ADA"), that are imposed directly on Developer or that would be imposed on the Village as a public entity. Developer agrees to be responsible for knowing all applicable requirements of the ADA to defend, indemnify and hold harmless the Village, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of Developer or its agents in violation of the ADA. All of the provisions provided in this Section will survive the expiration or earlier termination of this Agreement.

15.21 Time Is Of The Essence. Time is of the essence in the performance of this Agreement.

15.22 Governmental Right and Powers. Nothing in this Agreement will be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the Village in the Property or waiving or limiting the Village's control over the management, operations or maintenance of the Property, except as specifically provided in this Agreement, or impairing exercising or defining governmental rights and the police powers of the Village.

15.23 Further Actions. At any time and from time to time, each party agrees, without further consideration, to take such actions and to execute and deliver such documents as may be reasonably necessary to effectuate the purposes of this Agreement.

15.24 Counterparts. The Agreement may be signed in multiple counterparts or with detachable signature pages, but in, or both, circumstances will constitute one instrument, binding upon all parties thereto as if all parties signed the same document.

15.25 No Pecuniary Liability Of Village. No provision, covenant or agreement contained in this Agreement or any obligations herein imposed upon the Village or the breach thereof, shall constitute an indebtedness of the Village within the meaning of any constitutional provision or statutory limitations of the State of New Mexico or shall constitute or give rise to a pecuniary liability of the Village or a charge against its general credit or taxing powers.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date indicated by each signature, and the Agreement is effective only upon the signature of the Village's Mayor.

By:

Village of Los Ranchos de Albuquerque, a New Mexico incorporated municipality

_____ Dated: _____
Mayor

STATE OF NEW MEXICO)
) ss.
COUNTY OF BERNALILLO)

The foregoing instrument was executed and acknowledged before me on this ____ day of _____, 2020, by Donald T. Lopez, Mayor of the Village of Los Ranchos de Albuquerque.

Notary Public

My Commission Expires:

Palindrome Communities, LLC, a Nevada limited liability company

_____ Dated: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was executed and acknowledged before me on this ____ day of _____, 2020, by _____, _____ of Palindrome Communities, LLC.

Notary Public

My Commission Expires:

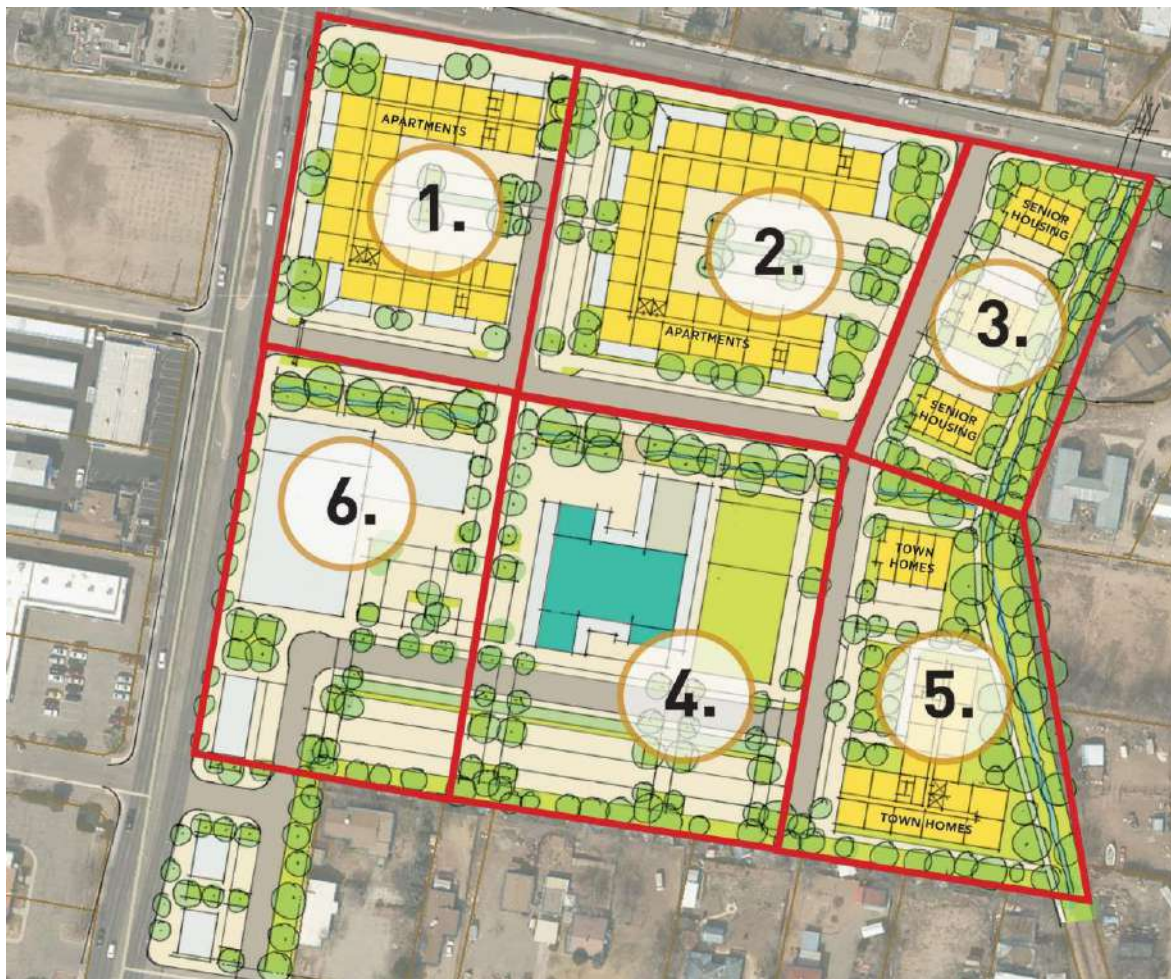
EXHIBIT A

LAND

- Lot 1: 336 Osuna Rd NW. Legal Description: LOT 11A PLAT OF LOT 11A OSUNA ADDN REPLAT OF LTS 9, 10 & 11 CONT .7396 AC
- Lot 2: 330 Osuna Rd NW. Legal Description: 012 OSUNA ADDITION
- Lot 3: 322 Osuna Rd NW. Legal Description: 013 OSUNA ADDITION. This lot is NOT owned by the Village.
- Lot 4: 318 Osuna Rd NW. Legal Description: 014 OSUNA ADDITION. This lot is NOT owned by the Village.
- Lot 5: 6562 4th St NW. Legal Description: MRGCD MAP #29 TRS 43A-1, 43-B, & 43-D & LOTS 15 & 16 OSUNA ADDITION CONT 2 .31 AC
- Lot 6: 6558 4th St NW. Legal Description: MAP 29 TR 43C
- Lot 7: No address. Legal Description: MAP 29 TRACT 43E
- Lot 8: 6538 4th St NW. Legal Description: 1 DIV OF LOT 1 OF LAND OF ROBERT COOPER CONT 0.689 AC
- Lot 9: No address. Legal Description: TRS 58B, 59B1B1, 59C1, 59D1 & 59E1 CONT 2.504 AC M/L
- Lot 10: 6536 4th St NW. Legal Description: MAP 29 TRS 59A2 AND 59B2
- Lot 11: No address. Legal Description: TRS 59B1B2, 59C2, 59D2 & 59E2 CONT 0.318 AC M/L
- Lot 12: 6530 4th St NW. Legal Description: 1-B AMENDED PLAT OF LOT 1-B MERRITT ACRES A SUMMARY PLAT OF LTS 2-A & 3-A OF P AT OF N 1/2 OF LT 1 CONT 1.547 AC
- Lot 13: 6528 4th St NW. Legal Description: 1-A PLAT OF N1/2 LOT 1 MERRITT ACRES. This lot is NOT owned by the Village.
- Lot 14: 6518 4th St NW. Legal Description: THE S 100 FT OF LOT 1 MERRIT ACRES

EXHIBIT B Development Timeline

	PHASE 1	PHASE 2	PHASE 3	PHASE 4	PHASE 5	PHASE 6
	Multi-Family	Multi-Family	Senior Housing	Commercial + Retail	Single Family	Grocery + Retail
Entitlements						
Planning & Zoning Approval	May-22	May-22	May-22	Nov-23	Nov-25	Nov-25
Plans & Specifications	Apr-22	Apr-22	Apr-22	Oct-23	Oct-25	Oct-25
Building Permits Obtained	Jun-22	Jun-22	Jun-22	Dec-24	Dec-25	Dec-25
Financing:						
Construction Loan Closing	Jun-22	Jun-22	Jun-22	Dec-24	Dec-25	Dec-25
Tax Credit Application	Sep-21	Sep-21	Sep-21	n/a	n/a	n/a
Tax Credit Syndication	Jun-22	Jun-22	Jun-22	n/a	n/a	n/a
Site Acquisition	Jun-22	Jun-22	Jun-22	Dec-24	Dec-25	Dec-25
Construction Start	Jul-22	Jul-22	Jul-22	Jan-25	Jan-26	Jan-26
Construction Completion	Jan-24	Jan-24	Jan-24	Jan-27	Jul-28	Jan-28



12. NEW BUSINESS

- A. DISCUSSION ONLY;SHORT-TERM RENTALS FOR THE VILLAGE OF LOS RANCHOS DE ALBUQUERQUE.

Short-Term Rentals

Allowing short-term rentals (STRs) with regulations to mitigate impact on neighbors is a reasonable option adopted by many communities. There are three key decisions that guide the development of a policy:

1. Absent vs On-site Owners
2. Allowing or Prohibiting the Rental of Guest Houses
3. Allowing or Prohibiting the Rental of Outbuildings

This paper will provide some definitions, address key concerns raised, and outline a framework to help address the three key decisions above.

Definitions

What is a Short-Term Rental?

The common definition of a short-term rental used in other communities is a rental of about 30 days or less. Six months to one year is typical for a long-term rental. This leaves a grey area between short and long-term rentals where those who rent out their home for 40 days or 2 months could say they do not qualify as a short-term rental; however, if there is not a lessor/lessee agreement and someone is not intending to make the dwelling unit a residence or household, it implies a transient (or short-term) stay.¹

There are also different occupancy types in the International Fire Code that differentiate between dwelling units where occupants are primarily transient in nature (Residential Group R-1) and those where occupants are primarily permanent in nature (Residential Group R-2, R-3). This distinction is necessary because there are different requirements for fire safety measures for different types of occupancy; those who are permanent residents know their surroundings and can evacuate in a fire emergency without lighted signs or an emergency exit route map compared to transient guests. Fire sprinklers may also be required for transient occupancy buildings.

Definitions of *short-term rental* around New Mexico are as follows:

- 'Rental of all or part of a residential dwelling unit for the purpose of overnight lodging for less than 30 consecutive days to the same person or persons.' This definition prevents rental of accessory buildings.
- 'Rental of all or part of a residential dwelling unit or accessory structure for the purpose of overnight lodging for less than 30 consecutive days to the same person or persons.' This definition allows rental of accessory buildings.

Is a Short-Term Rental a Commercial Use?

Yes, short-term rental involves renting of rooms, which is considered a commercial use per the Village Code §9.2.3: "COMMERCIAL USE means an occupation, employment, or enterprise that is conducted by the owner, lessee, or licensee. The purchase, sale, or transaction involving the disposition of any article, substance, commodity, or service; the maintenance or conduct of offices, professions, or recreational or amusement enterprises including renting of rooms, business offices, and sales display rooms and premises." (Emphasis added.)

¹ The New Mexico Uniform Owner-Resident Relations Act applies to landlord and tenant rights. Traditionally "transient" dwelling units, such as hotels and motels, can fall under this act so long as they are not occupied transiently. "Transient occupancy" means occupancy of a dwelling unit for which rent is paid on less than a weekly basis or where the resident has not manifested an intent to make the dwelling unit a residence or household. (Emphasis added.)

The Village allows commercial activities on residential properties so long as they abide by regulations that limit the scale and impact of the commercial use in a residential area, such as those for home occupations and bed and breakfasts. The regulations are specific to the type of commercial activity. For example, among other things, home occupations limit the portion of the home that can be used for the business, limit traffic generation, and limit visible effects on the neighborhood (signage, storage), and bed and breakfasts limit the number of rooms, parking, and require the operator(s) to live in residence.

How is a Short-Term Rental Different Than a Bed & Breakfast?

A bed and breakfast is a type of short-term rental. A bed and breakfast establishment is defined in the Village code as “an owner-occupied dwelling unit containing at least one but not more than four (4) guestrooms where lodging is provided, with or without meals, for compensation, in a residential zone; or, a dwelling unit containing not more than eight (8) units in the Agricultural Commercial zone, where lodging is provided, with or without meals, for compensation.” That definition does not include short-term rental and the Village code does not have a definition of short-term rental. A short-term rental is a larger category that bed and breakfasts fit into.

General Concerns

Impact to Long-Term Housing Options:

Short-term rentals can remove houses from the market and create neighborhoods of vacant homes during off-seasons. With on-site owner operations, long-term housing is still provided for at least one person.

Impact on Neighbors (character, sense of community, nuisances):

Short-term rentals can change the character of a residential neighborhood to commercial if there are many of them on the same street, as there would be fewer familiar faces in the neighborhood. The likelihood of nuisance (noise, on-street parking, traffic, events) also increases as those who rent short-term rentals are usually on vacation or sometimes renting for a special event.

Competition with Lodging Industry:

In communities with a lot of tourism, short-term rentals collectively are a competitor to the established lodging industry, and there is a desire to “level the playing field.” This “playing field” refers to the lack of taxation short-term rentals usually incur compared to lodging businesses; less or different safety requirements; and the opportunity to operate in residential areas. This is less of a concern for the Village as there are limited commercial areas for existing and potential lodging, and fewer events or attractions in the area to draw tourists.

Regulations to Mitigate Neighborhood Impact

There are restrictions the Village could adopt to mitigate concerns on neighborhood impact:

Prohibit events:

Using short-term rentals for events can be a source of nuisance (parking, noise, behavior of attendees) and is not the original intent of their use, which is lodging.

Prohibit RVs, tents, or other non-dwellings used as rentals:

This limits the scale of operation, limits larger vehicles driving on private roads, and ensures a minimum standard for guest habitation (utilities, sanitation and cooking facilities). In the Village, RVs are not allowed to be dwellings, so prohibiting their rental aligns with that intent.

Limit occupancy:

This limits scale of operation and prevents overcrowding rooms. An example occupancy limit is two adults per bedroom (excluding minors), which can tie to parking requirements and what number of people is considered a gathering (event). This can be redundant or more restrictive than occupancy limits determined by the fire department. If no occupancy limit is identified in a short-term rental policy, the dwelling is still restricted to reasonable occupancy based on fire code and building code.

Limit number of guest rooms:

This limits scale of operation and, combined with off-street parking requirements, ensures that there is enough off-street parking for guests. This can have a different impact depending on whole-home or traditional B&B-style per guest room rental; if the number of rooms is limited to four bedrooms, then a five-bedroom house could not rent the entire home, while a four-bedroom house could rent the entire home.

Prohibit/limit on-street parking:

This ensures that the scale of operation matches available infrastructure without creating more burden on the neighbors. This also makes it relatively easy to identify when an event would be taking place, since on-street parking would be a clear indicator from the public right-of-way. Required off-street parking can be space per bedroom or per guest.

Require posting license number on online listing:

This makes it easier to identify non-compliant listings.

Require posting rules of operation in rental, including: Noise, trash, fire safety, emergency contact number, STR license, occupancy (if applicable):

This ensures that the renters are aware of the rules and safety amenities during rental and are aware of breach if they do so. Noise limitations already exist in the noise ordinance, so this posting would help renters be aware.

Require provision of health and safety features:

This ensures that common safety amenities, such as fire extinguishers, smoke detectors, and carbon monoxide detectors are provided in the rental. This is redundant to what the fire department would require during their inspection.

Limit number of short-term rentals on a street/in a neighborhood:

This prevents a high concentration of short-term rentals per neighborhood, preserving residential character. This favors early adopters, since once a neighborhood would reach its saturation point, no new permits would be issued. Some regulations prohibit the number adjacent to one another, which can be unfair to neighbors as they would be unable to have an short-term rental and would have the activity of living next to one. The Village would need to identify “neighborhoods” or “blocks” for enforcement of this, as not every property in the Village is in an identifiable neighborhood.

Limit total number of permits issued, with option to raise ceiling:

This manages the number of short-term rentals allowed in the community. This does not address geographic concentration, as entire neighborhoods could obtain a permit if they all are interested, and it favors the early adopters, but it would ensure that not every residence becomes a short-term rental. The cap could be a standard number or a percentage of households.

Require residential appearance:

This maintains the residential appearance of the neighborhood and does not promote a commercial atmosphere. A similar requirement exists for home occupations, limiting signage.

Require paying lodger’s tax:

This helps to “level the playing field” between traditional lodging and short-term rentals and provides funding for enforcement or other economic development initiatives. Currently, the Village does not have a lodger’s tax, so this

unequal factor does not currently apply.

Require/recommend liability insurance:

Communities can require or recommend liability insurance. As some online platforms provide insurance when listing through them, the language typically says that the operator must obtain and provide proof of insurance and/or list their rental through a platform that provides insurance.

Require emergency contact information for complaints and emergencies:

This aids in code enforcement.

Disclaimer that STR ordinance not intended to conflict with HOA covenants or restrictions:

This clarifies distinction between HOA and Village rules.

Enforcement

Regulations will likely lead to outsourcing of code enforcement to a company that can set up a system for permitting, provide a complaints hotline, and monitor online listings for compliance. This has been done by New Mexico communities with a traditional tourism season and a lot of tourism (Ruidoso, Santa Fe, Taos) and those without (Corrales). Should it become too costly on the community, the Village can adjust whether it outsources enforcement based on number of complaints, evidence, etc. Companies charge on an as-needed basis, so the more calls to the service the more they charge. This could be funded with implementation of a lodger's-type tax on short-term rentals.

Host Compliance is an example of a company that handles code enforcement and tax collection; it is used by Ruidoso and Taos. Host Compliance offers a 24/7 complaints hotline that helps callers collect evidence to aid in code enforcement or license revocation procedures, notifies responsible parties of complaints, and escalates cases where the responsible party fails to address the reported issues in a timely manner. They have an online permit registration form template and an online tax reporting form to make it easier for operators to be compliant.

The Village would still be the party that revokes licenses and/or issues fines through the Municipal Court process. The Village could use the same existing process to revoke current B&B permits or Home Occupations (written complaint supported by Village investigation leads to revocation at Planning & Zoning Commission meeting) or implement a new process to revoke, such as one based on number of ordinance violations. There are additional penalty options, such as requiring the operator to pay fees for each nuisance call or revoking a permit after a certain number of complaints (supported by evidence).

STRs On-site Owner Only

There is a perception* that those who rent while living in the home would have higher standards when it comes to type of guest, upkeep of property, and frequency of rentals because they are living in the home during the rental. This accounts for the difference in perception between Bed & Breakfasts, which can be positively perceived, and short-term rentals on online platforms like AirBnB and VRBO, which can be negatively perceived. The presence of the owner mitigates common complaints of events, noise, and on-street parking getting out of control or disruptive. It also cuts down on time to correct any violations or complaints, since the owner is on-site rather than out-of-town or even 30 minutes away.

Considerations:

The Village would need to decide what is considered an on-site owner:

1. Does the operator need to be in the same building? (e.g., operator can live in guest house while renting out main house, or operator must live in the building being rented.)
2. Does the operator need to be the owner or long-term renter, or could they be an agent living on site?

Enforceability:

The Village would need to assure enforceability by requiring the following information: Confirm proof of residency and provide 24/7 emergency contact information. The Village might also consider limiting ownership of multiple rental properties in the Village.

Village Recommends this Policy Option (see full recommendation below)

STRs Absent Owner Allowed

There is a perception* that those who rent without living in the home are less concerned with the quality of the guest and upkeep of the property. Absent owners could rent more frequently, since rental would not disrupt their daily lives or vacation plans. The absence of the owner can increase the likelihood of nuisances since the activity could occur without the owner knowing.

A way to ensure owner involvement during rental is to require 24/7 emergency contact information from the owner or managing agent and require that the owner/manager be available to get to the property within a certain timeframe (15-30 minutes, etc.). For example, the Village of Corrales requires that the owner or agent be on-site within one hour of receiving any complaint.

A concern for absent-owner rentals is companies or people buying multiple properties and taking a potential long-term residence out of the housing market. If enough people do it, it could turn a residential community into a lodging community. A way to mitigate this is by requiring the owner to be a natural person (not a company) and requiring the house to be their primary residence (proof through documentation: Driver's license, motor vehicle registration, tax documents (income tax return, property tax bill), utility bill, voter registration, state issued ID card).

Absent-Owner Allowed on Limited Basis:

There is a grey area between allowing on-site-owner only and absent-owner short-term rentals, and that is allowing absent-owner rentals only occasionally. Communities that have done this adopt rules limiting the number of absent-owner rental nights, such as limiting consecutive day rentals or limiting absent-owner rentals to a certain number of days per year (e.g. 90 days per year). The challenge with occasionally allowing absent-owner rentals is enforcement. It is difficult for communities to obtain information on how many nights per year or how often rentals are being rented.

Considerations:

The Village would need to decide how to allow absent-owner rentals.

1. Allow only natural people (no companies) to own vs. allow companies to own
2. Limit number of nights rented absent per year (absent-owner rental limited) vs. no limit on number of nights rented absent

Recommendations:

1. Allow natural people only (no companies) to own: This allowance prevents neighborhoods from becoming empty lodging areas, but also prohibits LLC property owners from renting.

2. No limit on number of nights rented absent: If absent-owner rental is allowed, limiting days requires information to enforce that is difficult to obtain and requires the Village to track operations more closely. There are still disadvantages to allowing absent-owner rental without a limitation on days rented, as this can take a long-term residence away from someone, and activity can occur on the property that cause nuisances without the operator knowing. If absent-owner rentals are allowed on a limited basis, the Village would need to have owner report nights rented present and absent.

Enforceability:

The Village would need to assure enforceability by requiring the following information: Confirm proof of residency and provide 24/7 emergency contact information. The Village might also consider limiting ownership of multiple rental units in the Village.

*** Notes:**

The perceived differences between absent-owner and present/on-site owner involvement are anecdotal. There are absent-owner rentals that operate to a higher standard than present-owner rentals and vice versa. The intent of the regulations would be to establish a baseline standard for operation that can be met and exceeded for higher quality operations. Restricting short-term rentals to only present-owner operations is a way to reduce the *likelihood* of nuisance and impact on neighborhoods, but ultimately it is the discretion of the operator to determine to whom and how often they rent.

Impacts on neighborhoods can be mitigated with regulation, registration, and enforcement. While online platforms have their own rules, such as the guest and host review system, municipalities have separate ones specifically in the interest of the community, not hosts, guests, or shareholders. Municipality regulations provide a blanket set of rules that may differ or be absent on the variety of online platforms available.

Confirming Proof of Residence:

If the operator is the property owner, they must show documentation verifying their listing as their primary residence. Examples of acceptable documentation include: a driver's license, motor vehicle registration, tax documents (income tax return, property tax bill), utility bill, voter registration, or state issued ID card.

If the operator is a long-term renter, written consent from property owner and a copy of the lease agreement confirming long-term rental could be a requirement. Not everyone who lives in a residence is the property owner, and so long as subletting is allowed in the lease agreement, renters could become short-term rental operators if they have permission from the property owner.

Allowing Short-Term Rental of Guest Houses

Guest houses have been allowed in Village ordinances almost since incorporation and rules have changed over time, but the intent has continuously been to provide lodging for guests or members of a single household.

Long-Term Rental: By allowing **long-term** rental of guest houses, the zoning of the Village would change. The Village's residential zones are single-family residential, defined by one dwelling unit. The additional guest house dwelling is intended for temporary guests, or if long-term, such as in-laws, they are part of the same household. By allowing a guest house to be rented long-term to a separate household, all residential properties in Los Ranchos will become multi-family with two dwellings per lot. While multi-family zoning is not necessarily detrimental to the community on its own, it should be done with the intent of providing more housing density and the benefits that can come with it, not as an unintended consequence. Should Los Ranchos pursue long-term rental of guest houses, zoning will become multi-family, and this would need to be pursued purposefully.

Short-Term Rental: Short-term rental of guest houses would not change the zoning of the Village, as the property would still provide for only one family's long-term use. The opportunity to rent on a short-term basis may be an incentive for those without guest houses to build them, since it could be an additional income source. For residents who currently own a guest house but are restricted from renting it, the Village would have to amend the condition of approval.

Considerations:

The Village would need to decide how guest houses relate to the property:

1. Would the Village consider allowing short-term only, long-term only, or both of guest houses?
2. If rental is allowed, should the Village also consider changing other restrictions on guest houses, such as those that require same address as main house, no garage, 1,000 square feet of heated floor area, or the definition of kitchen?

Village Recommends this Policy Option (see full recommendation below)

Prohibiting Rental of Guest Houses

If the Village upheld the current Ordinance and disallowed the rental (both short and long-term) of guest houses, this would maintain the condition on guest houses and would not impact the zoning of the Village. The option for short-term rental operators to live in the guest house and rent the main house would be still available. It is not an unforeseen burden on the property owner to not be able to rent the guest house, as when someone gets a conditional use permit for a guest house, they agree to abide by the conditions of that use, including not being able to rent it.

Considerations:

The Village would need to decide how the guest house relates to the short-term rental:

1. If the Village allows on-site owner only short-term rentals, can the operator stay in the guest house and rent out the entire main house?
2. If the Village allows absent-owner short-term rentals, the guest house would not be allowed to be included in the rental.

Notes:

Guest House vs. Outbuilding: What differentiates a guest house from an outbuilding is the intent to use it for living (sleeping, sanitation, cooking). These types of buildings also have different occupancy rules per the IFC (International Fire Code). Most outbuildings, such as sheds, barns, or studios, are not meant for human habitation. In the IBC (International Building Code) agricultural buildings are identified as not being intended for human habitation. It would be reasonable, therefore, to prohibit rental of an outbuilding for habitation for short or long-term; or to require that any outbuilding used for habitation be brought up to the applicable codes and become a dwelling (a guest house).

Guest House vs. Legally Non-Conforming Dwellings: Legally non-conforming dwellings are additional dwellings on single-family residential lots that existed prior to being annexed into Los Ranchos or existed prior to rules on guest houses. These are not guest houses approved through a conditional use and thus are not bound to those conditions, so these can be rented long or short-term. These dwellings are subject to §9.2.23 on Non-Conforming Uses and Dwellings, which has regulations on expansion and repair of the structure and continuance of the use.

Allowing Rental of Outbuildings

Current Village regulations do not allow nor prohibit rental of outbuildings, whether long- or short-term.

Allowing short-term rental of outbuildings would allow a larger scale operation than limiting to only main dwelling and/or guest house. There are different occupancy groups for different types of buildings, and they would need to be brought up to building and fire code for the new occupancy for habitation, as most accessory buildings are not intended nor inspected for habitation. All buildings inspected post-construction are issued a certificate of occupancy, however “occupancy” is not

the same as inhabiting. Accessory buildings such as garages are not inspected for the same requirements as dwellings, so accessory buildings used for habitation will need to be renovated to bring them up to code.

So long as someone has remaining allowable built square footage (per the Floor Area Ratio), they could build multiple outbuildings without kitchens and short-term rent them, allowing for a larger operation than solely renting the main house and/or guest house.

Considerations:

The Village would need to decide how to allow rental of outbuildings:

1. Should there be a cap on the number of outbuildings one could rent?
2. How can the Village ensure that kitchen amenities (not necessarily a full kitchen, this includes solely microwaves or coffee pots per the current guest house definition) are not added to outbuildings, turning them into unpermitted guest houses?

Prohibiting Rental of Outbuildings

Prohibiting the rental of outbuildings would include both long- and short-term rental of these buildings, as long-term rental would create the same multi-family zoning dilemma as allowing long-term rental of guest houses. Prohibiting rental of outbuildings would limit the scale of short-term rental operations to only main dwelling and/or guest houses.

Considerations:

The Village would need to add language to existing definitions and add new definitions for accessory buildings and short-term rental to explicitly prohibit rental of outbuildings.

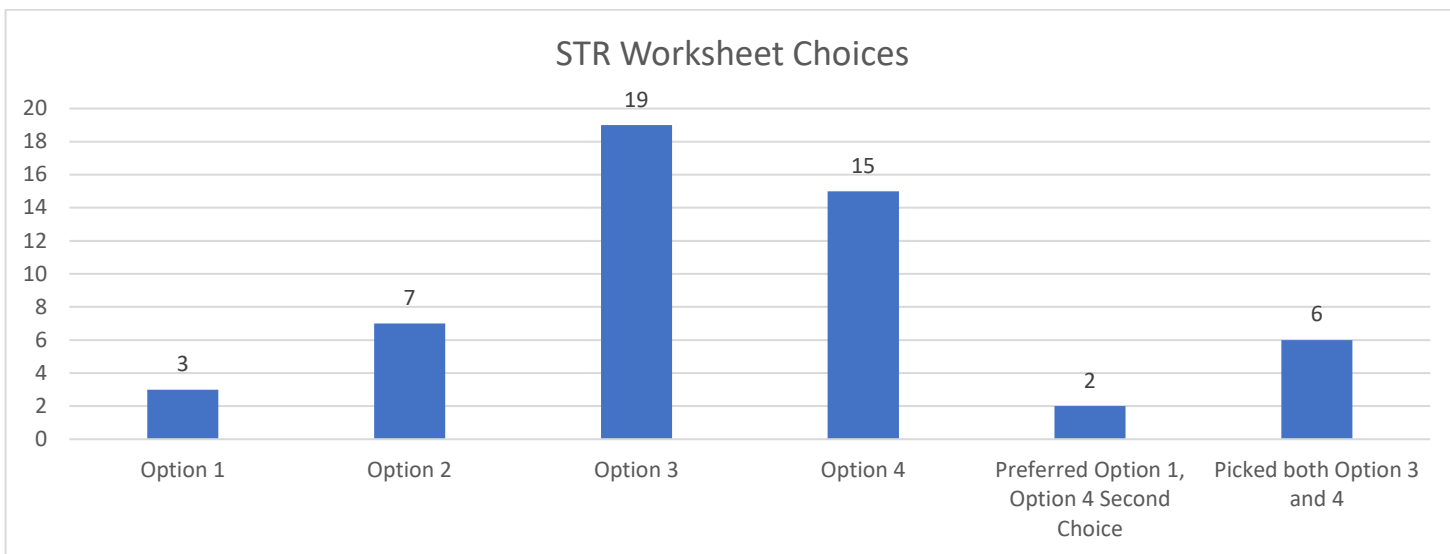
Notes:

Outbuilding Definition: What is considered an outbuilding and/or an accessory dwelling is a bit of a grey area. In the Village the distinction is whether the building has a kitchen (including minor amenities that do not constitute a full kitchen, such as a microwave). The moment a building has a kitchen or cooking amenities associated with a kitchen, it becomes a dwelling (per Village code, this is not a blanket distinction). Outbuildings include more typically non-habitable structures like sheds, shops, garages, barns, and greenhouses, as well as structures that could be inhabited with minimal renovation, such as a detached studio, office, or “man cave.”

The Village does not regulate the number of outbuildings one may have on their property, but we do work to ensure that residents are not building multiple dwellings on their property. When we review outbuilding plans, we look for signs that someone is planning on turning the outbuilding into a dwelling, such as providing gas hook-ups for a stove, and discuss the limitations of an outbuilding and/or require them to apply for a guest house permit.

Village Recommends this Policy Option (see full recommendation below)

There were two public meetings held (December 2019 and January 2020) and an on-going public comment period. The comments here represent a portion of the comments received. For a listing of all public comments, including post-meeting comments, please see the Meeting Summaries at losranchosnm.gov/shortterm-rentals.



Staff presented four options at the January public input meeting:

- **Option 1:** Ban Bed & Breakfasts and Short-Term Rentals
- **Option 2:** Keep Bed & Breakfasts, Ban Short-Term Rentals
- **Option 3:** Allow Short-Term Rentals using Village B&B Regulations/Process
- **Option 4:** Allow Short-Term Rentals with New Regulations Specific to Short-Term Rentals

Of the four options, the majority who filled out the worksheet favored allowing but regulating short-term rentals, either with the same rules as the existing B&B permit (or based on the existing) or with new rules separate from the B&B permit.

Type of Building:

The worksheet also asked what type of building should be allowed to be used for short-term rentals. Respondents could select multiple answers. We did not get any discernable direction from the community on this question—those that wanted to allow B&Bs and/or short-term rentals favored it being in the main dwelling first, guest house second, and accessory building third.

Additional comments and concerns from worksheets:

Concern/Comment	Times Mentioned
Owner to be present on-site	11
Strong enforcement needed	9
Control density on a block	6
No events	6
Public notice	5
Negative neighbor(hood) impact	5
Ban is preferred but unrealistic/challenging	4
Lodger's Tax	4
Occupancy Limits – 2 people/bedroom	4
Off-street parking	4
Require insurance	4
(Tiers) Violations → High fines → Revoke license	4
Higher permit fee	3
Liability of Village is a concern	3
Negative impact on Village character	3
Setback/buffer/screen from neighbors	3
Harming property values	3
Annual permit	2
Cap on total number	2
Commercial activity (STR) should be in commercial zone	2
Concerns about lack of enforcement	2
Fire inspection	2
Guests notified of rules	2
Liability of neighbors is a concern	2
Liability of owner is a concern	2
Limit renter's guests	2
Maintain residential appearance	2

Neighbor approval (adjacent or unspecified)	2
No RVs (as rental or guest parking)	2
No signage	2
Normal permit fee	2
Not on private roads	2
Owner must be person, not company	2
Owner's primary residence is STR	2
Annual inspection	1
Annual renewal public notice and/or approval again	1
Buildings up to code	1
Concern about how taxes will be paid	1
Concern about cost of enforcement	1
Display permit number in unit and on advertising	1
Inspection possible	1
Maintain/ensure emergency vehicle access	1
Negative impact on long-term renters	1
No events except with special event permit	1
No permit fee	1
No regulation, market will control	1
No transfer of permit	1
Normal violation fee	1
Outsource enforcement	1
Owner off-site but 24/7 contact	1
Owner off-site but at adjacent property	1
Owner off-site for certain number of nights per year	1
Signage for traffic	1

Recommendations

Definition of Short-Term Rental:

Rental of all or part of a dwelling unit for the purpose of overnight lodging for less than 30 consecutive days to the same person or persons.

On-Site Owner Only:

Operator can be property owner or renter, so long as they live on-site, but they must have only one short-term rental in Los Ranchos. On-site would mean that they live in one (of the two, if they have a guest house) of the dwellings on site and they must be present (i.e. not out-of-town or staying off-site) during rental. The applicant would also be required to provide 24/7 emergency contact information.

Other Considerations:

No events: As events are a cause of nuisance and negative media attention, and short-term rentals are intended to provide lodging, not an event space, events would be prohibited. The definition of an event could be a gathering of twice the allowed occupancy, which is typically two people per bedroom (excluding minor children).

Cap on number of permits issued: To manage the number of short-term rentals allowed in the community, the Village can have a cap on the number of short-term rental permits issued and have the option to raise that cap by governing body resolution. This would not address geographic concentration, as entire neighborhoods could obtain a permit if they are interested, and it favors the early adopters, but it would ensure that not every residence becomes a short-term rental. The cap could be a standard number, such as 50 or 100, or a percentage of households. The estimated number of households in the Village is 2,600,² so 1% of households would be 26 permits and 5% would be 130.

Guest Houses:

Allow short-term rental only: Allowing long-term rental of guest houses would impact the zoning of the Village, with two dwellings and thus two families allowed on a single-family property. Allowing short-term rental only of guest houses would not impact the zoning. Combined with the cap on the number of permits issued, it would prevent every guest house from being a short-term rental. Those who currently are restricted from renting their guest house would be allowed to rent with a short-term rental permit only.

Outbuildings:

Do not allow rental of outbuildings: Prohibiting the rental of outbuildings accomplishes a few objectives. First, it limits the scale of rentals on a property. There is currently no limit to the number of outbuildings one can have, so someone could turn all of them into rentals if rental of outbuildings were allowed. The owner must also bring the building up to building and fire code for habitation, which blurs the line between accessory building and dwelling unit. This could conflict with the restrictions on the number of dwellings on a property (main house and guest house).

Approval Process:

Like the current Bed & Breakfast permit, the Planning & Zoning Commission would approve/deny each application at a public meeting, allowing opportunity for the neighborhood to voice concerns prior to operation. The Village would notify property owners within 300' (or 400' for properties 2+ acres) of the subject property.

Revocation Process:

Revocation can follow the same current Bed & Breakfast or Home Occupation permit process, where after the Planning & Zoning Department receives a written complaint and investigates said complaint, if the license holder did violate the

² U.S. Census Data Estimate: 2,632 households, margin of error 244.

Village ordinances (including conditions of the permit or violations of other sections of the code, such as nuisances), the Planning & Zoning Commission may revoke the license. With revocation, all activity associated with the license must cease and desist within 72 hours of Commission decision; there is an opportunity to appeal the decision to the Board.

If revoked, the recommendation is to include a condition that the operator and/or property owner would be prohibited from reapplying for one calendar year from revocation.

In addition to the license revocation, since it would also be a violation of the Village ordinances, the Village can pursue the case in municipal court for up to a \$500 fine.

Homeowner's Associations:

Homeowner's Associations can prohibit short-term rentals separate from Village ordinances. This means that someone could get a short-term rental permit from the Village to operate, but would have the consequence of violating covenants/restrictions.