



Please check the appropriate box and refer to supplemental forms for submittal requirements. All fees must be paid at the time of application.

Administrative Decisions	Decisions Requiring a Public Meeting or Hearing	Policy Decisions
<input type="checkbox"/> Archaeological Certificate (Form P3)	<input type="checkbox"/> Site Plan – EPC including any Variances – EPC (Form P1)	<input type="checkbox"/> Adoption or Amendment of Comprehensive Plan or Facility Plan (Form Z)
<input type="checkbox"/> Historic Certificate of Appropriateness – Minor (Form L)	<input type="checkbox"/> Master Development Plan (Form P1)	<input type="checkbox"/> Adoption or Amendment of Historic Designation (Form L)
<input type="checkbox"/> Alternative Signage Plan (Form P3)	<input type="checkbox"/> Historic Certificate of Appropriateness – Major (Form L)	<input type="checkbox"/> Amendment of IDO Text (Form Z)
<input checked="" type="checkbox"/> Minor Amendment to Site Plan (Form P3)	<input type="checkbox"/> Demolition Outside of HPO (Form L)	<input type="checkbox"/> Annexation of Land (Form Z)
<input type="checkbox"/> WTF Approval (Form W1)	<input type="checkbox"/> Historic Design Standards and Guidelines (Form L)	<input type="checkbox"/> Amendment to Zoning Map – EPC (Form Z)
	<input type="checkbox"/> Wireless Telecommunications Facility Waiver (Form W2)	<input type="checkbox"/> Amendment to Zoning Map – Council (Form Z)
		<b>Appeals</b>
		<input type="checkbox"/> Decision by EPC, LC, ZHE, or City Staff (Form A)

### APPLICATION INFORMATION

Applicant: Colleen Baker-State of New Mexico, State Parks EMNRD		Phone: (505) 699-4669
Address: 1220 South St. Francis Drive		Email: colleen.baker@state.nm.us
City: Santa Fe	State: NM	Zip: 87505
Professional/Agent (if any): Zack Godat, Positive Energy Solar		Phone: (503) 490-1874
Address: 3600 Pan American Freeway NE		Email: zack.godat@positiveenergysolar.com
City: Albuquerque	State: NM	Zip: 87107
Proprietary Interest in Site: Contractor-Solar installation	List all owners: State of New Mexico, City of Albuquerque	

### BRIEF DESCRIPTION OF REQUEST

Administrative Amendment to approved site development plan

### SITE INFORMATION (Accuracy of the existing legal description is crucial! Attach a separate sheet if necessary.)

Lot or Tract No.: Tract A-1-A Revised plat of tracts A-1, A-2, B-1 & B-2 Candelaria farm area	Block: 0000	Unit:
Subdivision/Addition: Candelaria Farm area	MRGCD Map No.: 34	UPC Code: 101206029953010808
Zone Atlas Page(s): G12	Existing Zoning: NR-PO-B	Proposed Zoning:
# of Existing Lots: 1	# of Proposed Lots: 1	Total Area of Site (acres): 167

### LOCATION OF PROPERTY BY STREETS

Site Address/Street: 2901 Candelaria Rd NW Albuquerque NM 87107	Between: Candelaria NW	and: Teodoro Rd NW
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### CASE HISTORY (List any current or prior project and case number(s) that may be relevant to your request.)

Signature: <i>Zack Godat</i>	Date: 5/17/2022
Printed Name: Zack Godat	<input type="checkbox"/> Applicant or <input checked="" type="checkbox"/> Agent

### FOR OFFICIAL USE ONLY

Case Numbers	Action	Fees	Case Numbers	Action	Fees

Meeting/Hearing Date:	Fee Total:
Staff Signature:	Date:
	Project #

## FORM P3: ADMINISTRATIVE DECISIONS AND MINOR AMENDMENTS

A single PDF file of the complete application including all plans and documents being submitted must be emailed to [PLNDRS@cabq.gov](mailto:PLNDRS@cabq.gov) prior to making a submittal. Zipped files or those over 9 MB cannot be delivered via email, in which case the PDF must be provided on a CD.

### INFORMATION REQUIRED FOR ALL ADMINISTRATIVE DECISIONS OR AMENDMENTS

- Letter of authorization from the property owner if application is submitted by an agent
- Zone Atlas map with the entire site clearly outlined and labeled

### ARCHEOLOGICAL CERTIFICATE

- Archaeological Compliance Documentation Form with property information section completed
- Only the information above is required unless the City Archaeologist determines that the application does not qualify for a Certificate of No Effect, in which case a treatment plan prepared by a qualified archaeologist that adequately mitigates any archeological impacts of the proposed development must be submitted and reviewed for a Certificate of Approval per the criteria in IDO Section 14-16-6-5(A)(3)(b)

### MINOR AMENDMENT TO SITE PLAN – ADMIN, EPC, or DRB

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(Y)(2)
- The approved Site Plan being amended
- Copy of the Official Notice of Decision associated with the prior approval
- The proposed Site Plan, with changes circled and noted  
*Refer to the Site Plan Checklist for information needed on the proposed Site Plan.*
- Completed Site & Building Design Considerations Form in accordance with IDO Section 5-2(D) for new commercial and multifamily development except if the development is industrial or the multifamily is less than 25 units

***Minor Amendments must be within the thresholds established in IDO TABLE 6-4-4. Any amendment beyond these thresholds is considered a Major Amendment and must be processed through the original decision-making body for the request.***

### MINOR AMENDMENT TO SITE DEVELOPMENT PLAN APPROVED PRIOR TO THE EFFECTIVE DATE OF THE IDO

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(Z)(1)(a)
- The approved Site Development Plan being amended
- Copy of the Official Notice of Decision associated with the prior approval
- The proposed Site Development Plan, with changes circled and noted  
*Refer to the Site Plan Checklist for information needed on the proposed Site Plan.*
- Completed Site & Building Design Considerations Form in accordance with IDO Section 5-2(D) for new commercial and multifamily development except if the development is industrial or the multifamily is less than 25 units

***Minor Amendments must be within the thresholds established in IDO TABLE 6-4-4. Any amendment beyond these thresholds is considered a Major Amendment and must be processed through the original decision-making body for the request.***

### ACCELERATED EXPIRATION SITE PLAN

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-4(X)(2)(c)
- Site Plan to be Expired

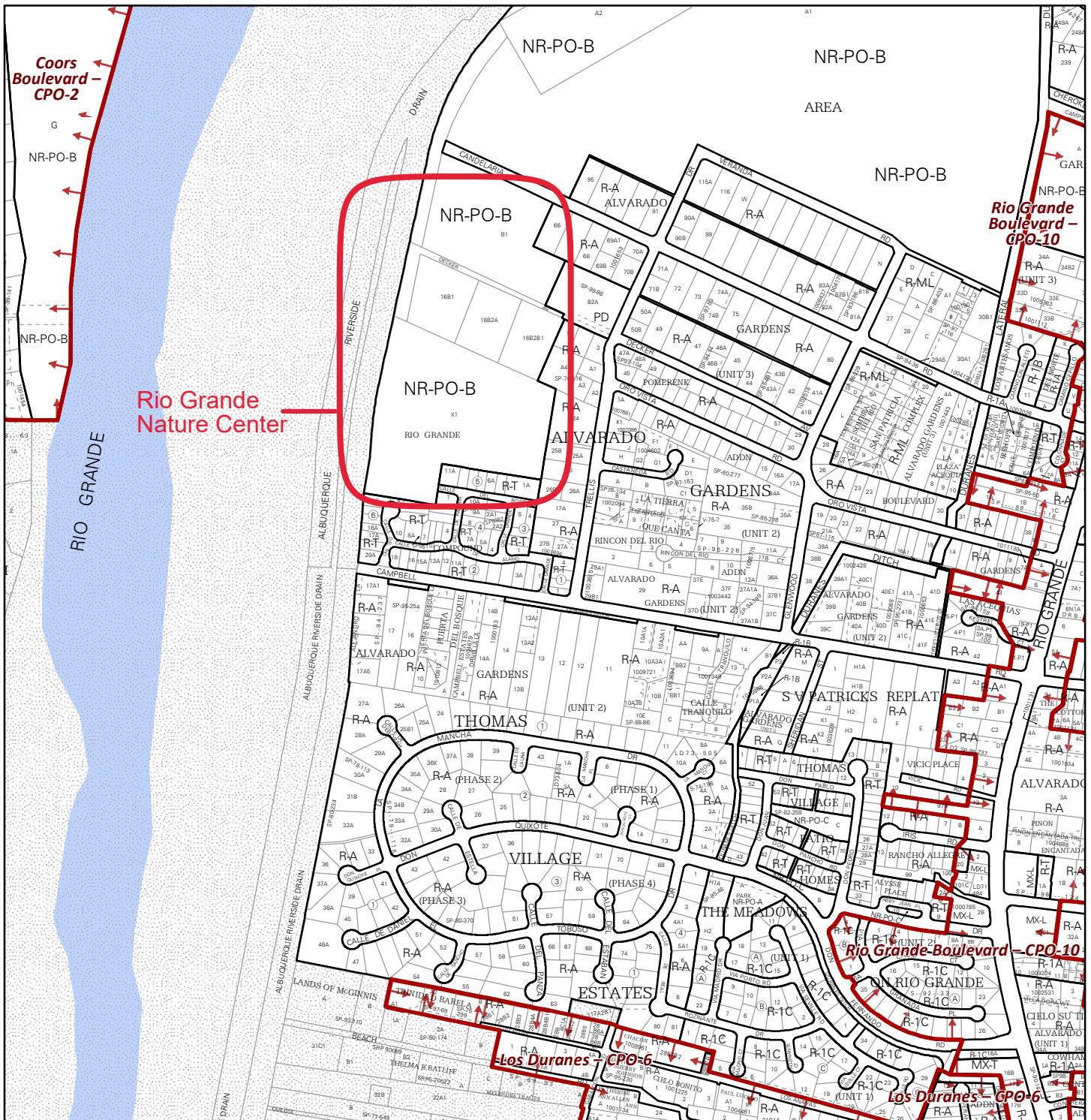
### ALTERNATIVE SIGNAGE PLAN

- Proposed Alternative Signage Plan compliant with IDO Section 14-16-5-12(F)(5)
- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-6-5(C)(3)(b)
- Required notices with content per IDO Section 14-16-6-4(K)
  - Office of Neighborhood Coordination notice inquiry response and proof of emailed notice to affected Neighborhood Association representatives
- Sign Posting Agreement

### ALTERNATIVE LANDSCAPE PLAN

- Justification letter describing, explaining, and justifying the request per the criteria in IDO Section 14-16-5-6(C)(16)
- Landscape Plan





For more details about the Integrated Development Ordinance visit: <http://www.cabq.gov/planning/codes-policies-regulations/integrated-development-ordinance>

## IDO Zone Atlas May 2018

IDO Zoning information as of May 17, 2018  
The Zone Districts and Overlay Zones  
are established by the  
Integrated Development Ordinance (IDO).

Rio Grande

40 25

Gray Shading  
Represents Area Outside  
of the City Limits

Zone Atlas Page:  
**G-12-Z**

- Easement
- Escarpment
- Petroglyph National Monument
- Areas Outside of City Limits
- Airport Protection Overlay (APO) Zone
- Character Protection Overlay (CPO) Zone
- Historic Protection Overlay (HPO) Zone
- View Protection Overlay (VPO) Zone

0 250 500 1,000 Feet

State of New Mexico  
Energy, Minerals and Natural Resources Department

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**Michelle Lujan Grisham**  
Governor

**Sarah Cottrell Propst**  
Cabinet Secretary

**Todd E. Leahy, JD, PhD**  
Deputy Secretary

**Toby Velasquez, Director**  
State Parks Division



May 16, 2022

To Whom it may concern,

I hereby authorize Zack Godat of Positive Energy Solar to submit an application on behalf of the New Mexico Energy, Minerals and Natural Resources Department, State Parks Division for an Administrative Amendment to the Approved Site Development Plan for our property located at 2901 Candelaria Rd NW Albuquerque NM 87107. We are submitting the Administrative Amendment application for the purpose of installing a photovoltaic shade structure over our facility equipment storage area. Please feel free to contact me if you have any questions regarding Positive Energy Solar acting as our agent to submit this application.

Sincerely,

A handwritten signature in blue ink, appearing to read "Colleen Baker".

Colleen Baker  
Design and Development Bureau Chief, State Parks Division  
(505) 699-4669  
colleen.baker@state.nm.us



**Albuquerque**  
📍 3600 Pan American Fwy  
Albuquerque, New Mexico, 87107  
☎ Phone: 505.344.0071

**Santa Fe**  
📍 3209 Richards Lane  
Santa Fe, New Mexico, 87507  
☎ Phone: 505.424.1112

5/17/2022

To Whom it may concern,

We are requesting a minor amendment to the approved site development plan for the property located at 2901 Candelaria Rd NW Albuquerque NM 87107.

The requested change to the site of the addition of a solar shade structure meets the requirements of the existing approved site development plan. The proposed project meets the intent of the Approved site development plan Notice of decision, specifically goal 12.4. The change is within the threshold for minor amendments established in IDO 6-4 (Z)(1)(a), as we are proposing a groundmounted solar installation of less than 5 acres, the proposed structure will not require any change to the public infrastructure and will not affect access or circulation patterns on site. The new shade structure will be constructed on the same site as an existing shade structure and will be an enhancement of the existing structure, not a new extraordinary facility. No deviations, variances or waivers are required or requested for this project.

Please let me know if you have any questions or concerns.

Thank you,

Zack Godat



State of New Mexico  
Energy, Minerals and Natural Resources Department

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**Michelle Lujan Grisham**  
Governor

**Sarah Cottrell Propst**  
Cabinet Secretary

**Todd E. Leahy, JD, PhD**  
Deputy Cabinet Secretary

**Christy Tafoya**, Director  
State Parks Division



May 5, 2021

Sarita Nair  
Chief Administrative Officer  
City of Albuquerque  
1 Civic Plaza  
Albuquerque, NM 87103

RE: Request for Approval to Construct Solar Carport at Rio Grande Nature Center State Park

Dear Ms. Nair,

I am writing on behalf of the Energy, Minerals and Natural Resources Department, State Parks Division (Division), to request approval from the City of Albuquerque (City) to construct a solar carport at the Rio Grande Nature Center State Park maintenance yard.

A significant portion of the Rio Grande Nature Center's operating budget is spent on the electrical service for the visitor center. The Division has an opportunity to use Department of Energy, State Energy Program grant funding to install a solar system at the park to offset the cost of the electricity for the visitor center and to convert the facility to renewable energy. The carport will also protect the equipment the park stores at the maintenance yard from weather. According to the lease agreement, the Division must obtain written approval from the City to make any substantial changes to the premises. I have attached the proposal for the solar system from Positive Energy Solar for your review.

Please contact Colleen Baker, Division Design and Development Bureau Chief, if you have any questions or concerns. She may be reached at (505) 699-4669, or at [colleen.baker@state.nm.us](mailto:colleen.baker@state.nm.us).

Sincerely,

*Christy Tafoya*

Christy Tafoya  
Director, State Parks Division

Enclosures (1) Proposal for Photovoltaic System for Rio Grande Nature Center State Park

cc: David Simon, Director, Parks and Recreation Department  
Colleen Langen-McRoberts, Superintendent, Open Space Division



# CITY OF ALBUQUERQUE



Open Space Division  
Parks & Recreation Department

August 13, 2021

Colleen Baker  
Bureau Chief, Design and Development  
New Mexico State Parks Division  
Wendell Chino Building  
1220 South St. Francis Drive  
Santa Fe, NM 87505

RE: Approval to Construct Solar Carport at Rio Grande Nature Center State Park

Dear Ms. Baker

Thank you for presenting the Solar Carport project proposed for the Rio Grande Nature Center State Park (RGNC). The Open Space Division recognizes that a significant portion of the RGNC's operating budget is spent on electrical service for the Visitor Center, and the RGNC has secured grant funding to install a solar system at the RGNC to offset the cost and convert the facility to renewable energy. The carport will also protect the equipment the park stores at the maintenance yard from weather.

While the RGNC is managed by New Mexico State Park's Division, the property is owned by the City and designated as Major Public Open Space. After reviewing the proposal and conducting a site visit, Open Space staff have determined that this is a beneficial project that will not adversely impact the property. A new carport will be constructed on the same site as the existing carport, and solar panels mounted to the roof of the structure. This project is considered an enhancement of a facility that is currently on the property, and not a new extraordinary facility. Additionally, the Open Space Advisory Board reviewed the plans and voted to *approve the installation of the Solar Carport Structure in the maintenance area of the State operated RGNC.*

Based on staff assessment and OSAB's recommendation for approval, this project is approved. Please keep us apprised of progress on the project and any required closures or assistance that may be needed by the Open Space Division.

With regards,

Colleen Langan-McRoberts  
Open Space Superintendent  
Open Space Division  
Parks & Recreation Department

PO Box 1293

Albuquerque

NM 87103

[www.cabq.gov](http://www.cabq.gov)





PARCEL OF LAND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF VERANDA ROAD, N.W., AND TRELIS DRIVE, N.W.; THENCE, S 24° 31' W ALONG SAID WESTERLY RIGHT-OF-WAY OF TRELIS DRIVE, N.W., 300.00 FEET; THENCE, N 65° 29' W ALONG THE SOUTHERLY BOUNDARY OF TRACT "A-1," 500.00 FEET; THENCE, S 24°31' W ALONG THE EASTERLY BOUNDARY OF TRACT "A-1," 230.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CANDELARIA ROAD, N.W.; THENCE, N 65° 29' W ALONG SAID NORTHERLY RIGHT-OF-WAY OF CANDELARIA ROAD, N.W., 719.35 FEET; THENCE, S 11° 34' W 61.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CANDELARIA ROAD, N.W.; THENCE S 65° 29' E ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF CANDELARIA ROAD, N.W. (THE NORTHERLY BOUNDARY LINE OF TRACT "B-1" OF SAID CANDELARIA FARM AREA), 300.00 FEET; THENCE, S 24° 31' W, 500.00 FEET; THENCE, N 65° 29' W, 246.60 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "B-1"; THENCE, N 11° 34' E, 574.62 FEET TO THE NORTHWEST CORNER OF SAID TRACT "B-1," A POINT COMMON TO THE SOUTHWEST CORNER OF TRACT "A-1"; THENCE, N 11° 34' E ALONG THE WESTERLY BOUNDARY LINE OF SAID TRACT "A-1," 69.06 FEET; THENCE, N 28° 57' E, 391.60 FEET; THENCE, N 40° 05' E, 1040.95 FEET; THENCE, N 39° 03' E, 301.75 FEET; THENCE, N 30° 56' E, 197.40 FEET; THENCE, N 23° 40' E, 209.90 FEET; THENCE, N 14° 35' E, ALONG SAID WESTERLY BOUNDARY LINE OF TRACT "A-1," 318.60 FEET, TO A FOUND RIGHT-OF-WAY MARKER, THE NORTHWEST CORNER OF SAID TRACT "A-1"; THENCE, S 74° 32' 36" E 100.00 FEET; THENCE, S 14° 11' 37" W, 955.28 FEET; THENCE, S 79° 41' 49" E, 126.55 FEET; THENCE, S 13° 04' 36" W, 426.92 FEET; THENCE, S 85° 23' 50" E, 148.08 FEET; THENCE, S 11° 19' 30" W, 419.28 FEET; THENCE, S 79° 28' 50" E, 169.32 FEET; THENCE, S 11° 51' 17" W, 322.01 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED CONTAINING 38.802 ACRES MORE OR LESS.

Additionally, a certain parcel of adjacent land comprised of Tract 95 of the replat of Alvarado Gardens," Unit Number Three, is owned by the Lessee. Although this parcel is considered to be part of the Rio Grande Nature Center State Park, it is understood that ownership resides with the Lessee.

The City and Lessee agree that they may by mutual consent revise Exhibit A at a future date to more clearly delineate and identify features located within the Premises.

2. TERM OF AGREEMENT. The term of this Agreement ("Term") shall commence on the date of execution by the City's Chief Administrative Officer. Such execution shall occur only after approval of this Agreement by the Albuquerque City Council, and shall remain in effect for a period of twenty (20) years from that date, unless the parties agree to extend or renew this Agreement by an amendment thereto.
3. ANNUAL REVIEW. The City (represented by the Superintendent of the Open Space Division) and the Lessee (represented by the Superintendent of the Rio Grande Nature Center State Park) shall review terms, conditions, and performance of this Agreement on the anniversary date of the Agreement and on at least an annual basis thereafter. Such annual review may result in minor revisions to operations or recommendations for subsequent amendments to this Agreement. Changes in the terms of the Agreement shall require approval of the Albuquerque City Council, the City's Chief Administrative Officer, and the Lessee.
4. RENT. There shall be no charge by the City to the Lessee for the rental of the Premises.
5. QUIET ENJOYMENT. During the performance of all terms, conditions, and covenants required by the Agreement, the Lessee shall at all times during the Term be allowed to peaceably and quietly enjoy the Premises without any disturbance from the City.
6. USE OF PREMISES. This Agreement acknowledges the role of the Lessee as the "operating party" for management of the Rio Grande Nature Center State Park and the City as the owner of the Premises and Open Space lands adjacent to the Agreement area. In accordance with those roles and management functions, the City agrees that its activities on the Premises shall be consistent with the official Open Space mission statement and purpose: "to acquire, protect, maintain, and manage significant natural landscapes and cultural resources for present and future generations. Open Space enhances the urban environment and provides wildlife habitat while offering opportunities for public enjoyment through outdoor education and low-impact recreation."

All activities on the Premises by the Lessee shall be consistent with the mission and purpose of the Rio Grande Nature Center State Park: "to educate the public about the Rio Grande ecosystems and to foster positive human interactions with those systems. The overall goal is to continue offering a high quality of services in a safe and efficient manner, while making improvements to broaden the recreational and educational experience of our visitors." (Rio Grande Nature Center State Park Management Plan 2005: page 6).

- (A) In accordance with the stated mission purpose, the Lessee shall:

- 1) At its sole expense, use its best efforts to operate and maintain the Rio Grande Nature Center State Park for the use and benefit of the citizens of the State of New Mexico and the general public.
- 2) Comply with all applicable federal, state, county, municipal and other governmental statutes, ordinances, laws, and regulations, now or hereafter enacted or amended, affecting the Premises or any activity or condition on or in the Premises.

(B) Lessee shall not:

- 1) Modify, change or enlarge the Premises or any make any substantial changes, but not to include the HVAC system components, to the exterior of any permanent improvements occupied by it and existing on the Premises on the effective date of this Agreement without the prior written consent of the City;
- 2) Use or occupy or permit the Premises or any improvements located thereon occupied by it to be used or occupied for any unlawful purpose; or
- 3) Cause or permit the unlawful release upon or from the Premises any hazardous materials or permit any environmentally hazardous conditions to exist on the Premises. The term "hazardous materials" includes, but is not limited to, petroleum products and substances defined as hazardous substances, hazardous materials or toxic substances under the laws of the State of New Mexico or in the regulations adopted in publications promulgated pursuant to the laws; or
- 4) Allow any part of the Premises or any improvements located thereon occupied by it to be used or occupied, or permit anything to be done, which would void any insurance then in force; nor to cause structural damage to any permanent improvements occupied by it located on the Premises or any part thereof; or constitute waste or a public or private nuisance.

7. ACCEPTANCE OF PREMISES. Lessee acknowledges and agrees that it has examined the Premises, the zoning designation for the Premises, and any applicable easements, licenses, and covenants of record, and has determined that the Premises are suitable for the purposes, uses, and activities intended by Lessee. Further, Lessee acknowledges that the City has made no

representation, warranty, or guarantee, express or implied, as to the suitability of the Premises.

8. LESSEE'S GENERAL OBLIGATIONS.

- (A) Lessee shall provide at its own expense all labor, equipment, materials and supplies necessary to perform Lessee's obligations and operations under this lease.
- (B) Lessee shall provide and pay for all utilities used on the Premises.
- (C) Lessee shall pay all bills, debts, and obligations promptly when due and payable that are incurred by Lessee in performing its operations on the Premises or under the terms of this Agreement.
- (D) All matters pertaining to personnel employment, supervision, promotion and discharge at the Rio Grande Nature Center State Park shall be the sole responsibility of Lessee during the Term of this Agreement. During that Term, Lessee shall be responsible for hiring, promotion, discharge and supervision of all state employees performing services on the premises of the Rio Grande Nature Center State Park. Such employees shall be in the employ of the Lessee, and, as such, Lessee shall be solely liable to such employees for their wages, compensation, and employee benefits, if any. All such employee benefits shall be set, determined and paid solely by the Lessee. For the purposes of this Agreement, "employee benefits" includes, but is not limited to, the employer's compensation to FICA, unemployment compensation, and other employment taxes, pension plan contributions, workers' compensation, group life and accident and health insurance premiums, retirement, disability and other similar benefits applicable to employees which accrue during the Term of this Agreement.

9. EXISTING AND FUTURE IMPROVEMENTS. All permanent existing improvements (structures) made by the Lessee to the Premises shall be deemed permanent fixtures to the Premises. In the event of early termination of this Agreement by the City, the City and the Lessee shall determine appropriate compensation to the Lessee for its loss of use of permanent improvements made to the Premises by the Lessee. Such determination shall be based on, but not be limited to, costs and expenses incurred by Lessee for renovating, refurbishing or updating existing capital improvements during the term of this Agreement, together with the then current depreciated value of existing improvements based upon Generally Accepted Accounting Practices. (The parties agree that the existing Rio Grande Nature Center Visitor's Center Building is fully depreciated.) All temporary or portable improvements shall remain the property of the Lessee.



In the event the Agreement is terminated, the City shall allow the Lessee reasonable time to remove any materials it may wish to retain.

Any future proposed improvements made to the Premises by the Lessee shall be in accordance with an approved plan, such as the Rio Grande Nature Center State Park Management Plan (2005), including revisions and updates thereto. Prior to Lessee making such improvements, the City and the Lessee shall determine the manner in which title to such improvements shall be held, and if held by the City, the City and the Lessee shall determine appropriate compensation to the Lessee for Lessee's loss of use of said improvements if the City terminates this Agreement before the expiration of its Term. Future permanent improvements are required to have review as an "Extraordinary Facility on Open Space" by the Open Space Advisory Board and subsequent approval by the City Environmental Planning Commission.

- (A) Lessee shall not construct, erect or place any permanent improvements on the Premises without the prior written consent of the City and the prior approval by the City of the plans and specifications for the permanent improvements in each instance.
  - (B) Except as the parties may otherwise agree, future permanent improvements, which Lessee may be authorized to place on the Premises, shall be constructed, repaired, maintained and operated at the Lessee's sole cost, expense and risk.
  - (C) All improvements shall be constructed in compliance with any minimum standards and specifications that are prescribed by applicable statutes, ordinances, codes, and regulations.
10. ALLOWED ACTIVITIES AND PERMITTABLE ACTIVITIES. The Lessee shall be allowed to conduct such activities as are within the mission and purpose defined in Paragraph 6 above. The Lessee shall notify the City's Special Events Office of the Cultural Services Department at (505) 768-3555 of special events outside the customary scope of operations for the Rio Grande Nature Center State Park.
11. SPECIAL MANAGEMENT AREAS (SMAs). This Agreement shall establish the following areas for Special Management purposes (see Exhibit A):
- (A) Candelaria Wetland.
  - (B) Candelaria Farm Access Roads
  - (C) Fraternal Order of Police (FOP) Property.

SMAs are those lands within or adjacent to the Premises with unique characteristics which require close coordination between staff of the City and the

Lessee for managing the natural resources and public access. The intent of creating these SMAs is to encourage mutual access by City and the Lessee's staff to closely monitor site conditions, and to review those conditions on a regular basis to ensure management is conducted in coordination. Immediately upon establishment of this Agreement, City Open Space and Rio Grande Nature Center State Park staff shall create a detailed description of each SMA to identify natural resources, public access guidelines, maintenance, other needs, and cost-sharing responsibilities. Any additional responsibilities beyond those in this Agreement shall require an Amendment to this Agreement.

12. FEES AND REVENUES. Lessee may charge fees to the members of the public for use of the Premises. In addition, the Lessee is allowed to provide space on the Premises to such groups as it deems fit or necessary for executing its functions, mission, and purpose. Charging a fee shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Agreement.

This Agreement acknowledges the existence and operation of a Nature Shop, currently operated by the Friends of Rio Grande Nature Center State Park. Any revenues generated through such operation shall be allowed to support the Rio Grande Nature Center State Park's mission and purpose as stated in Paragraph 6 above.

13. SUB-LEASES. Lessee shall be allowed to rent a portion of the Premises if such rental is deemed by the Lessee to be consistent with the mission and purpose of the Rio Grande Nature Center State Park as stated in Paragraph 6 above. The making of any sub-lease shall not release Lessee from, or otherwise affect in any manner, any of Lessee's obligations under this Agreement. Each sub-lease shall be subject and subordinate to rights of the City under this Agreement and to any Amendment or modification of this Agreement.
14. ASSIGNMENT. Lessee shall not assign, transfer, or grant security interests in this Agreement or any interest in this Agreement, without the prior written consent of the City. The City's consent to an assignment transfer or security interest shall not be deemed to be a consent of any subsequent assignment, transfer, or security interest. Any assignment, transfer or grant of security interest, without the written consent of the City shall be void, and shall, at the option of the City, terminate this Agreement. Furthermore, the parties acknowledge the obligation of the state constitution anti-donation clause.
15. REPAIRS AND MAINTENANCE. Lessee shall, at its sole cost, expense and risk, keep and maintain the Premises, and any improvements located thereon in good condition, order and repair, and generally in a clean, sanitary and safe condition. Lessee shall make all repairs and replacements promptly as and when necessary. All repairs and replacements shall be at least equal in quality of materials and workmanship to the original work.

16. UTILITIES. Lessee shall bear all operational costs of the Rio Grande Nature Center State Park including those of electric, gas, telephone, water and sewer utility charges. This Agreement recognizes that existing created wetlands are vital to the purposes and function of the Rio Grande Nature Center State Park, and that access to water is critical for the long-term existence of those wildlife habitat features. Both parties shall make provisions to ensure access to water, including the ability to pump replenishment water as necessary.
17. CITY'S RIGHT OF ENTRY. The City, its employees and representatives, shall have the right to enter the Premises for the purpose of inspecting the Premises for health and safety purposes and for inspecting improvements, or to perform repairs or maintenance. Such entry must be with prior Notice to the Superintendent of Rio Grande Nature Center State Park; provided, however, that the City, its employees and representatives may enter the Premises without providing such prior Notice to the Superintendent if such entry is for the purpose of supporting the collaborative relationship between the City and Lessee in furthering the mission and purpose of the Rio Grande Nature Center State Park as stated in Paragraph 6 above.
18. STATE'S RIGHT OF ENTRY. The Agreement shall provide for free right of entry for any and all state entities, employees, agents, or assigns within the Premises to perform activities consistent with the Rio Grande Nature Center State Park's mission and purpose as stated in Paragraph 6 above. This Agreement also grants to Lessee and its officers, employees, agents, invitees, contractors or assigns right of entry to adjacent Open Space property outside the Premises as defined in the "Special Management Areas" (Paragraph 11).

This Agreement recognizes the existence and activities of support organizations such as the Friends of Rio Grande Nature Center State Park and Wildlife Rescue of New Mexico. Other support organizations may be recognized by the parties to this Agreement, if their activities contribute to the Park's mission and purpose.

19. INFORMATION, SIGNS, AND PUBLICATIONS. The Lessee shall acknowledge City ownership of the Premises and cooperative management on all major signs at the entrance to Rio Grande Nature Center State Park and along trails within the Premises. All information, signs, and publications concerning the Premises and originating with either party shall bear the dual logos of the City and the State Parks Division wherever possible. Limitations of sign size and mass production shall be considered in the applicability of this provision. To the degree practicable, press releases and media events involving the Premises shall include the mention of the City, and the Lessee shall notify the City's Special Events Office of the Cultural Services Department at (505) 768-3555 at least twenty-four (24) hours in advance of any previously scheduled media events. Similarly, the City shall include the mention of the Lessee and shall

notify the Superintendent of the Rio Grande Nature Center State Park at least twenty-four (24) hours in advance of any previously scheduled media events.

20. TERMINATION BY LESSEE. If Lessee is not in default under this Agreement, Lessee may terminate this Agreement by providing written notice to the City at least ninety (90) calendar days in advance of the anticipated last date of occupation on the Premises; provided, however, that Lessee's occupation under this Agreement is contingent upon sufficient appropriation and authorization being granted by the New Mexico Legislature. If sufficient appropriation and authorization is not granted, this Agreement shall terminate upon written notice by Lessee to the City. Lessee's decision as to whether sufficient appropriations are available shall be final, binding and accepted by the City.
21. TERMINATION BY CITY. The City may terminate this Agreement by the following process:
  - (A) If the City finds the Lessee to be in default or substantial deficiency in the performance of any term, condition or covenant of this Agreement, the City shall notify the Lessee in writing of any perceived non-compliance or alleged default and demand an immediate cure or remedy.
  - (B) The Lessee shall be provided at least ninety (90) calendar days to remedy any deficiencies in their performance of Terms for the Agreement. If the Lessee has made diligent progress towards curing any deficiencies, but finds that it cannot completely remedy them, the Lessee may ask for an extension of time to correct any remaining deficiencies.
  - (C) If, after required notice and reasonable time extensions thereafter, the Lessee does not correct any deficiency in Terms that would lead to termination of the Agreement, the City shall notify Lessee in writing that it must vacate the Premises.
  - (D) Lessee shall be granted one hundred twenty (120) calendar days after final notice of Termination to remove any desired property from the Premises and to determine with the City appropriate compensation for Lessee's loss of use of Lessee's permanent improvements to the Premises. Any property left on the Premises thereafter shall, at the election of the City, become City property.
  - (E) The City may, upon inspection of the Premises following Termination, require the Lessee to clean the Premises of any debris, unwanted material, or former property.



21.1 TERMINATION BY CITY WITHOUT CAUSE. The City may terminate this Agreement without cause as follows:

- (A) The Lessee shall be provided written notice of the City's intent to terminate this Agreement no less than one hundred eighty (180) calendar days prior to the date of intended termination.
- (B) The Lessee may appeal the City's notice of intent to terminate this Agreement to the City Mayor and the City Council, or either at the discretion of Lessee, and such appeal shall include an opportunity for Lessee to file written documents and make oral presentations at public hearings before the City. The decision of the City shall be final and binding upon Lessee. During the pendency of any such appeal by Lessee, the one hundred eighty (180) calendar day period described in (A) above shall be tolled.
- (C) Upon final action by the City denying Lessee's appeal, or if Lessee does not appeal the City's notice of intent to terminate this Agreement, then upon expiration of the one hundred eighty (180) calendar day period described in (A) above, Lessee shall be afforded no less than an additional one hundred eighty (180) calendar days to vacate the Premises and to remove all Lessee's items of tangible personal property and other property not constituting permanent fixtures to the Premises.

22. SURRENDER UPON TERMINATION. At the expiration of the Term of this Agreement, Lessee shall surrender the Premises to the City in as good condition as it was in at the beginning of the Term, reasonable use, wear and tear excepted, and remove Lessee's personal property from the Premises. Any of Lessee's personal property left by Lessee at the expiration of the Term of this Agreement shall, at the option of the City, become the property of the City, and the City shall be entitled to use, sell or otherwise dispose of such personal property.

23. NOTICE. For purposes of administration for this Agreement, or other notification, except as otherwise noted in this Agreement, the following individuals are primary points of contact:

**For the City:**  
Chief Administrative Officer  
1 Civic Plaza  
Albuquerque, NM 87102

Director, Parks and Recreation Department  
P.O. Box 1293  
Albuquerque, NM 87103

Superintendent, Open Space Division  
P.O. Box 1293  
Albuquerque, NM 87103

**For the Lessee:**

Director, New Mexico State Parks Division  
Energy, Minerals and Natural Resources Department  
P.O. Box 1147  
Santa Fe, NM 87504-1147

Superintendent, Rio Grande Nature Center State Park  
2901 Candelaria Rd., NW  
Albuquerque, NM 87107

24. DISCRIMINATION PROHIBITED. In performing the services allowed in the use of the Premises, the Lessee shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age, physical handicap, or disability as defined in the Americans With Disabilities Act of 1990, as now enacted or hereafter amended.
- (A) The Lessee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, age, disability, or national origin. The Lessee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex, sexual orientation, gender identity, age, disability, or national origin. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Department of Labor setting forth the provisions of this Equal Opportunity clause. The Lessee shall comply with all provisions of Presidential Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
  - (B) The Lessee shall furnish all information and reports required by said amended Executive Order, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to its books, records, and accounts by the contracting officer and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations,

and order. In the event of the Lessee's noncompliance with the Nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Agreements in accordance with procedures authorized in said Executive Order, and such other sanctions as may be imposed and remedies invoked as provided in said Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- (C) The Lessee shall include the provisions of this Paragraph 24 in every sub-lease or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor.

25. AMERICANS WITH DISABILITIES ACT (ADA). The parties mutually agree to comply with all requirements of the Americans with Disabilities Act (Public Law 101-336 (July 26, 1990), as amended from time to time, applicable to the Premises. Lessee is responsible for all ADA compliance and upgrades within the Premises. No provision in the Agreement should be construed in any manner as permitting, consenting to or authorizing either party to violate requirements under the ADA and any provision of this Agreement which could arguably be construed as authorizing a violation of the ADA shall be interpreted in a manner which permits compliance with the ADA and is hereby amended to permit such compliance. The parties shall cooperate fully with each other to timely comply with the provisions of the ADA. Both City and Lessee agree to inform each other immediately of any notice City or Lessee receives regarding inquiries or claims by anyone alleging a violation of the ADA.
26. FIRE OR OTHER CASUALTY LOSS TO PERSONAL PROPERTY. Lessee shall repair and maintain the exterior of Lessee's improvements, including but not limited to, roof, windows, grounds, parking lots, sidewalks, doors and lighting in safe condition and in good repair and condition. Lessee shall also repair and maintain the interior of Lessee's improvements, including, but not limited to, cooling system, heating system, plumbing, lighting, doors, flooring, and wall finishes. Lessee shall be solely responsible for obtaining and paying for insurance covering Lessee's property in the Premises, operations losses and liability insurance. Lessee shall not be insured for such losses by the City and shall not be entitled to make loss claims under the insurance coverage of the City; provided, however, the City shall be responsible for fire or other property and casualty loss to permanent structures and Premises improvements occupied by Lessee within the bounds of Rio Grande Nature Center State Park and the land area described in Paragraph 1., Lease of Premises
27. LIABILITY. As between the parties, each party shall be solely responsible for liability arising from personal injury or damage to persons or property occasioned by its own agents or employees, contractors or sub-contractors. The liability of

the parties shall be subject in all cases to the immunities and limitations of the Tort Claims Act (NMSA 1978, Section 41-4-1, *et seq.*) and any amendments thereto. This paragraph is not intended to modify in any way the liabilities of the parties as governed by the common law regarding landlord/tenant responsibilities.

28. NO PARTNERSHIP OR AGENCY. Nothing contained in this Agreement is intended or shall be construed in any respect to create or establish any formal relationship other than that of lessor and lessee, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Lessee the general representative or agent of City for any purpose whatsoever.
29. GOVERNMENTAL RIGHT AND POWERS. Nothing in this Agreement shall be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by the City in the Rio Grande Nature Center State Park. The City's control over the management, operations or maintenance of the Rio Grande Nature Center State Park shall be subject to the terms of this Agreement; provided that this Agreement shall be interpreted as not impairing, exercising or defining governmental rights and the police powers of the City.
30. SUCCESSORS BOUND. The Agreement shall be binding on the parties hereto, their assigns, successors and transferees.
31. EXHIBITS. All certificates, documents, exhibits, attachments, riders, and addenda 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.
32. CHOICE OF LAWS. This Agreement shall be governed by the laws of the State of New Mexico without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New Mexico or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New Mexico. The venue for any action or proceeding arising out of or relating to this Agreement shall be as provided in NMSA 1978, Section 38-3-1(G) (1988).
33. SEVERABILITY. If any term of this Agreement is found to be void, voidable or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The parties agree that if any provisions of this Agreement are found to be not enforceable, they shall be deemed modified to the extent necessary to make them enforceable consistent with the true intent hereof.
34. COUNTERPARTS. This Agreement may be executed in counterparts or with detachable signature pages, but in either or both circumstances shall constitute

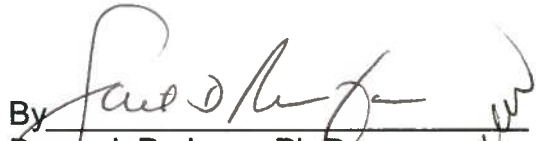


one instrument, binding upon all parties thereto as if all parties signed the same document

35. HEADINGS. The headings used in this Agreement are for convenience only, and shall not be construed as modifying text.
36. 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.
37. WHOLE AGREEMENT; AMENDMENT. This Agreement contains the entire Agreement between the parties with respect to the transactions contemplated hereby. Neither this Agreement nor any provision hereof may be waived, modified or amended except by a written instrument executed by all parties hereto, and then only to the extent set forth in such instrument. This Agreement constitutes the full and final Agreement of the parties on all subjects contained within it. All prior negotiations and agreements are merged into this Agreement. No subsequent Agreement may modify this Agreement unless it is in writing and signed by the parties or their authorized agents.
38. ETHICS AND CAMPAIGN PRACTICES BOARD. The Lessee agrees to provide the Board of Ethics and Campaign Practices of the City of Albuquerque or its investigator (the "Board") with any records or information pertaining in any manner to this Agreement whenever such records or information are within the Lessee's custody, are germane to an investigation authorized by the Board, are requested by the Board, and are within the specific authorized documents covered by the New Mexico Inspection of Public Records Act (IPRA).

**IN WITNESS WHEREOF**, the parties have set their hands and seals on the dates indicated, effective upon the signature of the City's Chief Administrative Officer, which signature shall be affixed only upon the approval of the Albuquerque City Council.

**CITY OF ALBUQUERQUE**  
A New Mexico Municipal Corporation

By   
Bruce J. Perlman, Ph.D.  
Chief Administrative Officer

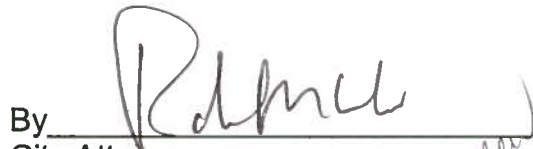
Date: 8/30/06

**RECOMMENDED**

By   
Jay Hart, Director  
Parks and Recreation Department

Date: 8/11/06

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By   
City Attorney

Date: 8-23-6

**STATE OF NEW MEXICO**  
**ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT**

By   
Sandra Haug, Director  
Administrative Services Division

Date: 6/12/06



PLANNING DEPARTMENT  
URBAN DESIGN & DEVELOPMENT DIVISION  
600 2nd Street NW, 3rd Floor, Albuquerque, NM 87102  
P.O. Box 1293, Albuquerque, NM 87103  
Office (505) 924-3860 Fax (505) 924-3339



## OFFICIAL NOTIFICATION OF DECISION

January 22, 2021

City of Albuquerque  
Parks and Recreation, Open Space  
3615 Los Picaros Rd. SE  
Albuquerque, NM

**Project #2020-004639**  
RZ-2020-00036– Amendment to Facility Plan

### LEGAL DESCRIPTION:

The City of Albuquerque Parks and Recreation Department requests the above action for all or a portion of Tract A-1-B Revised Plat Of Tracts A-1 A-2 B-1 & B-2, Tract A-1-A Revised Plat Of Tracts A-1 A-2 B-1 & B-2, Tr A-2 Revised Plat Of Tracts A-1, A-2, B-1, & B-2, Tr B-1 Revised Plat Of Tracts A-1, A-2, B-1 & B-2, Trs 16B2B1, 16B2A & 16B1 MRGCD Map 34, Tr X1 Summary Plat City Of Albuquerque's Repl Tr X Alvarado, located on Candelaria Rd. NW, between Paseo del Bosque Trail NW and Rio Grande Blvd. NW, approximately 167 acres (G-12-Z) (F-12-Z) Staff Planner: Leslie Naji

On January 21, 2021, the Environmental Planning Commission (EPC) voted to forward a recommendation of Approval of Project #2020-004639/RZ-2020-00036– Amendment to Facility Plan, to the City Council based on the following Findings:

1. The request is a for a review and recommendation to City Council of the Candelaria Nature Preserve Resource Management Plan (CNPRMP) an approximately 167-acre site consisting of all or a portion of Tract A-1-B Revised Plat Of Tracts A-1 A-2 B-1 & B-2, Tract A-1-A Revised Plat Of Tracts A-1 A-2 B-1 & B-2, Tr A-2 Revised Plat Of Tracts A-1, A-2, B-1, & B-2, Tr B-1 Revised Plat Of Tracts A-1, A-2, B-1 & B-2, Tracts 16B2B1, 16B2A & 16B1 MRGCD Map 34, Tr X1 Summary Plat City Of Albuquerque's Replat Tr X Alvarado.
2. The site is located on Candelaria Rd NW between Paseo del Bosque Trail and Rio Grande Blvd. NW. and is zoned NR-PO-B.
3. The Environmental Planning Commission (EPC) is hearing this case because the City of Albuquerque's Major Public Open Space Facility Plan 1999 required all resource managements plans be reviewed by the EPC with a recommendation going to City Council.
4. The subject site is located within an Area of Consistency, and is not along any Corridors as designated in the Comprehensive Plan. The subject site is not located within a Protection Overlay Zone.

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5. There is R-A zoning to the north, east, and south of the site. To the west is the Bosque. A small portion to the south is zoned R-T and R-ML residential.
6. The Albuquerque/Bernalillo County Comprehensive Plan, the City of Albuquerque Integrated Development Ordinance (IDO) and the City of Albuquerque Major Public Open Space Facility Plan (1999) are incorporated herein by reference and made part of the record for all purposes.
7. The request generally furthers the following, applicable Comprehensive Plan Goals and policies in regards to Community Identity:
  - A. POLICY 4.1.5 - Natural Resources: Encourage high-quality development and redevelopment that responds appropriately to the natural setting and ecosystem functions.  
The CNP RMP is a means to encourage a natural setting and rebuild ecosystems. Although public access will be limited, it is still open to small groups.
  - B. POLICY 4.2.2 - Community Engagement: Facilitate meaningful engagement opportunities and respectful interactions in order to identify and address the needs of all residents.  
The Open Space Advisory Board convened a Technical Advisory Group (TAG) including but not limited to Neighborhood Association representatives, partner agencies, and citizen biologists who guided the development of the Plan. In addition, the Open Space Division engaged in an extensive Public Process including stakeholder interviews, several public meetings, and nature discovery hikes as outlined under Public Process in the proposed RMP.
8. The request generally furthers the following, applicable Comprehensive Plan Goals and policies in regards to Parks and Open Space:
  - A. POLICY 10.1.1: Distribution: Improve the community's access to recreational opportunities by balancing the City and County's parks and Open Space system within the built environment.  
The proposed RMP is designed to balance available resources in the appropriate locations and implement habitat restoration to the benefit of wildlife for the purposes of nature study and wildlife viewing. The plan allows for preservation of existing Open Space lands and conversion from farming to natural habitat in certain areas, therefore allowing for additional natural habitat within the existing built environment of the North Valley neighborhood.
  - B. POLICY 10.1.2: Universal Design: Plan, design program, and maintain parks, Open Space, and recreation facilities for use by people of all age groups and physical abilities.
    - A) Design and maintain landscaping and park features appropriate to the location, function, public expectation, and intensity of use.  
The proposed RMP will design and maintain park features appropriate to the location, function, public expectation, and intensity of use by outlining expectations for specific areas of the CNP as well as estimating the time-line and costs to achieve those goals.
  - C. POLICY 10.1.4: Water Conservation: Employ low-water use and reclamation strategies to conserve water.
    - A) Incorporate native vegetation and low-water use species wherever possible, particularly in areas without easy access to irrigation.

B) Integrate irrigation, water conservation, drainage, and flood control functions within parks and Open Spaces with ecological preservation and recreational purpose.

Water efficiency will continue to be a priority in managing the property. Critical to the operation of the CNP is the use of surface irrigation water rights to irrigate the property.

- D. GOAL 10.3 Open Space: Protect the integrity and quality of the region's natural features and environmental assets and provide opportunities for outdoor recreation and education.

POLICY 10.3.2: Preservation: Identify and manage sensitive lands within the Open Space network to protect their ecological functions.

A) Manage public access to best protect natural resources.

B) Ensure that development within Open Space is compatible with its preservation purpose.

The proposed RMP identifies appropriate outdoor recreation activities for the CNP, as well as outlines a process, schedule, and protocols for reasonable public access consistent with the wildlife preserve objective. The proposed RMP includes a Public Access and Outdoor Recreation Implementation Plan and a Habitat Implementation Plan with detailed lists of activities and implementation schedules over the 20-year plan.

- E. POLICY 10.3.3 - Use: Provide low-impact recreational and educational opportunities consistent with the carrying capacity of the Open Space resources.

The proposed RMP will permit the implementation of low-impact recreational and educational opportunities consistent with the carrying capacity of the Open Space resources by including an educational program protocol.

- F. POLICY 10.3.4 - Bosque and Rio Grande: Carefully design access to the Rio Grande, the Bosque, and surrounding river lands to provide entry to those portions suitable for recreational, scientific, and educational purpose, while controlling access in other more sensitive areas to preserve the natural wildlife habitat and maintain essential watershed management and drainage functions.

A) Minimize disturbance or removal of existing natural vegetation from the Bosque.

A number of bridges cross the Albuquerque Riverside Drain which runs along the western edge of the site. Access to these is somewhat limited due to the conservancy nature of CNP. This limited access will minimize disturbance of Bosque vegetation.

9. The request generally furthers the following, applicable Comprehensive Plan Goals and policies in regards to Heritage Conservation:

- A. POLICY 11.1 - Acequia Preservation: Support efforts to protect and preserve the acequia system for agricultural and low-impact recreation purposes and strengthen connections with adjacent neighborhoods and development.

The CNP incorporates part of the historic acequia system and intends to preserve and maintain low-impact recreation surrounding the system as well as respecting adjacent neighborhoods that rely on the system.

- B. POLICY 11.3.1 - Natural and Cultural Features: Preserve and enhance the natural and cultural characteristics and features that contribute to the distinct identity of communities, neighborhoods, and cultural landscapes.



The RMP preserves the natural environment and will restore wildlife habitats currently used for farming.

- C. POLICY 11.3.3 - Bosque: Regulate development on adjacent lands to preserve and enhance the Bosque as an important cultural landscape that contributes to the history and distinct identity of the region, as well as nearby neighborhoods.

Although the traditional farmland of the north valley located within the boundary of CNP will be discontinued, the traditional natural habitat will be promoted.

- 10. The request generally furthers the following, applicable Comprehensive Plan Goals and policies in regards to Infrastructure, Community Facilities & Services (ICSF):

- A. POLICY 12.1.5 - Irrigation System: Coordinate with MRGCD and other stakeholders to protect the irrigation system.

The proposed CNP RMP recognizes the importance of partnering closely with the MRGCD during the irrigation period to efficiently meet the demands of the fields and to protect the irrigation system and proposes a plan to accomplish this goal.

- B. GOAL 12.3 - Public Services: Plan, coordinate, and provide efficient, equitable, and environmentally sound services to best serve residents and protect their health, safety, and well-being.

POLICY 12.3.8 - Education: Complement programming provided by educational institutions to expand educational opportunities for residents in all cultural, age, economic, and educational groups.

Educational programs operated through the CNP will continue to programming provided by educational institutions to expand educational opportunities for residents in all cultural, age, economic, and educational groups.

- C. GOAL 12.4 – Coordination: Coordinate with other providers to leverage resources, maximize efficiencies, bridge service gaps, and provide added value.

POLICY 12.4.5 - Facility Plans: Develop, update, and implement facility plans for infrastructure systems, such as drainage, electric transmission, natural gas, and information technology that benefit from cross-agency and public-private coordination.

The RMP lists a large number of potential donors to provide funding in order to carry out parts of its plan.

- 11. The request generally furthers the following, applicable Comprehensive Plan Goals and policies in regards to Resiliency and Sustainability:

- A. GOAL 13.2 - Water Supply & Quality: Protect and conserve our region's limited water supply to benefit the range of uses that will keep our community and ecosystem healthy.

POLICY 13.2.2 - Water Conservation: Foster the efficient management and use of water in development and infrastructure.

The RMP fosters the efficient management and use of water in development and infrastructure.

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- B. GOAL 13.4 - Natural Resources: Protect, conserve, and enhance natural resources, habitat, and ecosystems.

The proposed CNP RMP intends to protect, conserve, and enhance natural resources, habitat, and ecosystems by increasing habitat types on previously farmed lands, which will improve local and migratory wildlife and native plants interconnections

- C. POLICY 13.4.4 - Unique Landforms and Habitats: Protect areas with unique landforms, and crucial habitat for wildlife, through sensitive urban development or acquisition as Open Space.

The preservation of habitats is being promoted through the purchase of the CNP and the proposed RMP will protect the land from uncontrolled development and access.

12. The Candelaria Nature Preserve Resource Management Plan largely meets the requirements for such plans as set forth in the MPOS Facility Plan of 1999:

- A. Identify land use “carrying capacity;”

The proposed RMP will permit the implementation of low-impact recreational and educational opportunities consistent with the carrying capacity of the Open Space resources by including an educational program protocols and limited site access.

- B. Identify access point(s);

Current and potential public access points, both visual and physical, were reviewed to determine what kind of access to the property already exist and where additional access could feasibly be developed, what kind of and how much parking exists and could be feasibly be provided, and whether the access points could be made Americans with Disabilities Act (ADA) accessible without great expense.

- C. Identify facility locations, including utility and transportation corridors;

Vehicular access will be limited to OSD and other “authorized” vehicles, emergency vehicles, and farm machinery. The majority of vehicles are expected to stay on the existing farm roads and access the site via the existing vehicular gates. Pedestrian access is limited to guided tours, education programs, citizen science monitoring activities, and rehabilitation/renovation projects.

- D. Identify areas to be monitored and develop a monitoring and management plan;

A major portion of this RMP is the return of currently farmed land to natural wildlife preserve. This transition is expected to take place over a period of years and there is a detailed monitoring and management plan for this transition.

- E. Establish policies (in this RMP these are referenced as protocols) for resource management, access and parking, facility management, staffing, fees, interagency cooperation, and enforcement;

Site and Habitat Area Protocols are established as well as protocols for further changes on the site.

- F. Classify the parcels within the RMP area by MPOS type, according to the criteria contained in Table 2-1 within the MPOS;

All parcels are denoted with MPOS type within the RMP.

- G. Evaluate impacts or proposed development within the Major Public Open Space on adjacent areas; and

No development is proposed for the site at this time. Concerns about future plans for a restrooms and additional parking have been discussed but nothing is finalized at this time which will include the community input.

- H. Evaluate reasonable alternative development schemes.

A great deal of evaluation has gone into the determined development schemes. The RMP allows for reevaluation of development every four years and incorporated community involvement with the planning process.

13. The applicant has adequately justified the request pursuant to the Integrated Development Ordinance (IDO) Section 14-16-6-7(B)(3) of the Integrated Development Ordinance, Review and Decision Criteria for Adoption or Amendment of a Facility Plan, as follows:
- A. Criterion (a) The proposed plan or amendment is consistent with the spirit and intent of the ABC Comp Plan as demonstrated through the applicant's justification.
  - B. Criterion (b) The proposed plan promotes the efficient use of facilities. The proposed RMP addresses the issues of access and recreation to come into LWCF compliance. The property will not be open to the public to limit disturbance to wildlife; however, a detailed implementation plan has been developed for engaging the public through citizen science, stewardship activities and guided tours through a limited access scheme. Enhanced visual access will also be offered through wildlife viewing blinds strategically located around the perimeter of the property.
  - C. Criterion (c) The plan or amendment will promote public health, safety, and general welfare. The proposed RMP includes a section regarding Conservation Buffers which are recommended to provide multiple benefits. By establishing a safe distance between outdoor recreation and habitat, wildlife disturbance is limited. Additional vegetation buffers serve secondary environmental functions. In addition, the recent increase in non-native vegetation has been identified as the most significant indicator of failing ecological health in the riparian ecosystem and the proposed RMP describes methods for managing non-native vegetation.
14. Property owners within 100 ft and the affected neighborhood associations, Rio Grande Compound HOA, Alvarado Gardens NA, North Valley Coalition, and Rio Grande Boulevard NA were notified as required.
15. Staff has received a number of letters in support of this RMP and opposition or reservation concerning future uses within this request.

OFFICIAL NOTICE OF DECISION

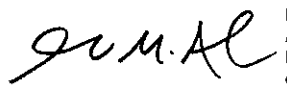
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APPEAL: It is not possible to appeal EPC Recommendations to the City Council. Pursuant to the Integrated Development Ordinance (IDO) 14-16-6-4(U)(2), Administration and Enforcement- Finality of Decisions, a recommendation is not a final decision and cannot be appealed. Rather, a formal protest of the EPC's recommendation can be filed within the 15 day period following the recommendation, which ends at the close of business on February 5, 2021. You will receive notification if any person files a protest. For more information regarding the appeal process, please refer to Section 14-16-6-4(V) of the IDO.

Sincerely,

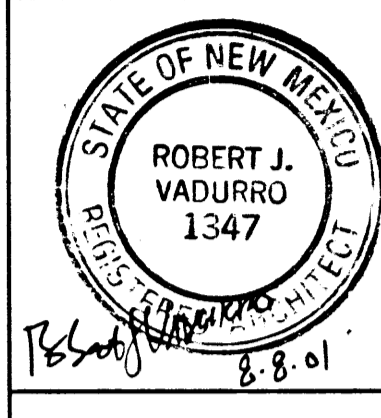
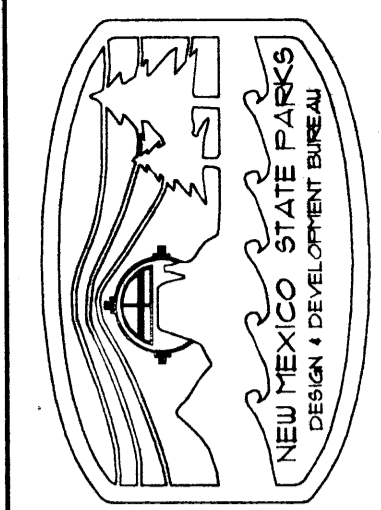
  
for Brennon Williams  
Planning Director

Digitally signed by James M. Aranda  
DN: cn=James M. Aranda, o=City of  
Albuquerque, ou=Planning  
Department,  
email=jmaranda@cabq.gov, c=US  
Date: 2021.01.26 09:44:08 -0700

BW/LN

cc: Martha Galiki, 3403 Rio Grande Blvd NW, Albuquerque, NM 87107  
Brian Hanson, 9016 Freedom Way NE Albuquerque, NM 87109  
Jonathen Siegel, 2726 Candelaria Rd NW Albuquerque, NM 87107  
Heather McCurdy, 4701 Constitution Ave NE Albuquerque, NM 87110  
Steve & Cori Ewing, 3401 Rio Grande Blvd NW, Albuquerque, NM 87107  
Liz Cierro, 3225 ½ Rio Grande Blvd NW, Albuquerque, NM 87107  
Parks and Recreation, Open Space Division, Colleen Langan-McRoberts, [cmcroberts@cabq.gov](mailto:cmcroberts@cabq.gov)  
Parks and Recreation, Open Space Division, Cheryl Somerfeldt, [csomerfeldt@cabq.gov](mailto:csomerfeldt@cabq.gov)  
Rio Grande Compound HOA, Ann King, [akingnm@hotmail.com](mailto:akingnm@hotmail.com)  
Rio Grande Compound HOA, Judd West, [judd@westlawfirmpllc.com](mailto:judd@westlawfirmpllc.com)  
Alvarado Gardens NA, Robert Poyourow, [vp@alvaradoneighborhood.com](mailto:vp@alvaradoneighborhood.com)  
Alvarado Gardens NA, Diana Hunt, [president@alvaradoneighborhood.com](mailto:president@alvaradoneighborhood.com)  
North Valley Coalition, Peggy Norton, [peggynorton@yahoo.com](mailto:peggynorton@yahoo.com)  
North Valley Coalition, Doyle Kimbrough, [newmexmba@aol.com](mailto:newmexmba@aol.com)  
Rio Grande Boulevard NA, Doyle Kimbrough, [newmexmba@aol.com](mailto:newmexmba@aol.com)  
Rio Grande Boulevard NA, Eleanor Walther, [ewalth@comcast.net](mailto:ewalth@comcast.net)  
EPC file  
[avarela@cabq.gov](mailto:avarela@cabq.gov)





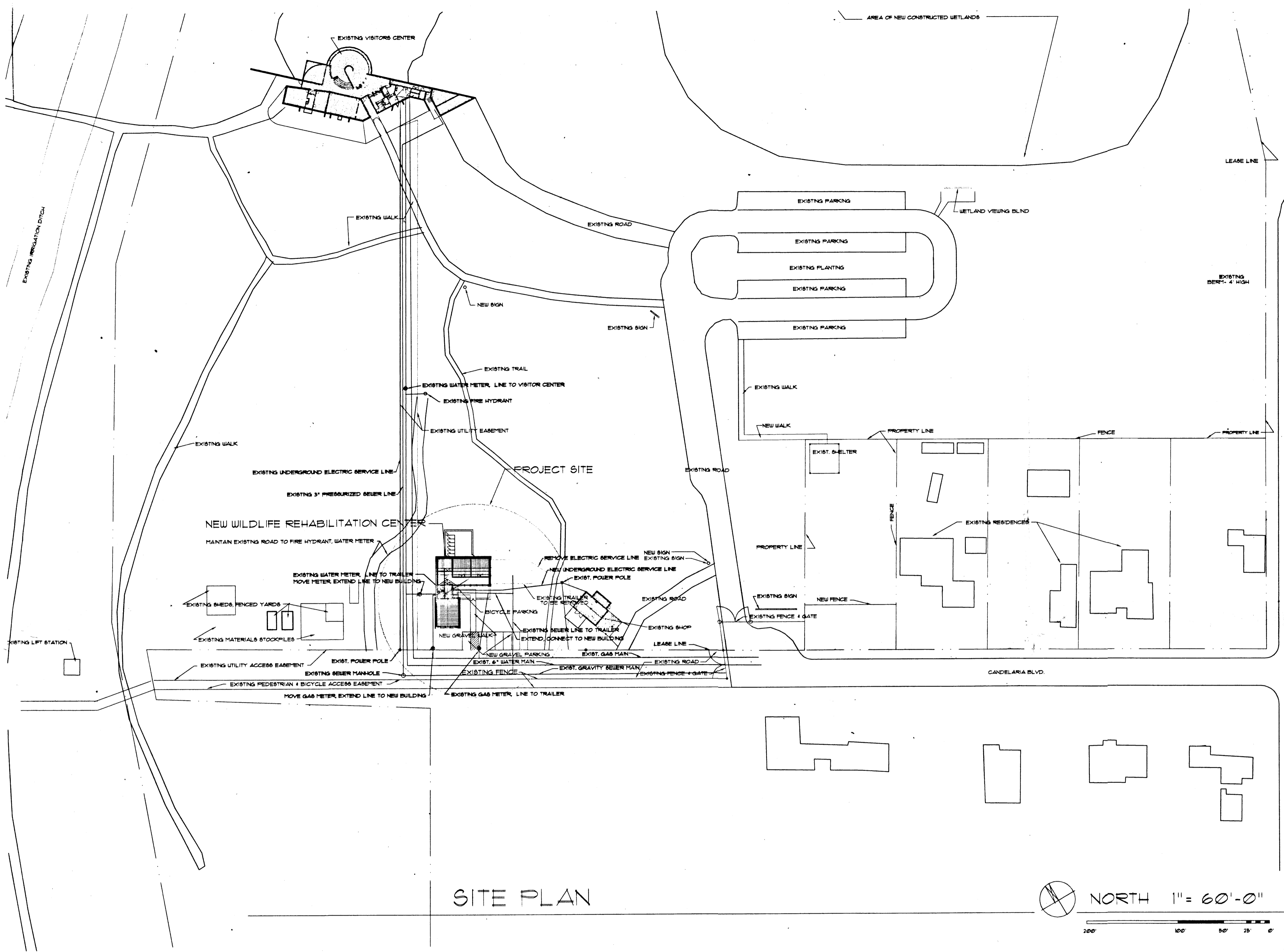
WILDLIFE REHABILITATION CENTER  
 RIO GRANDE NATURE CENTER  
 Albuquerque, New Mexico

TITLE  
 SITE PLAN

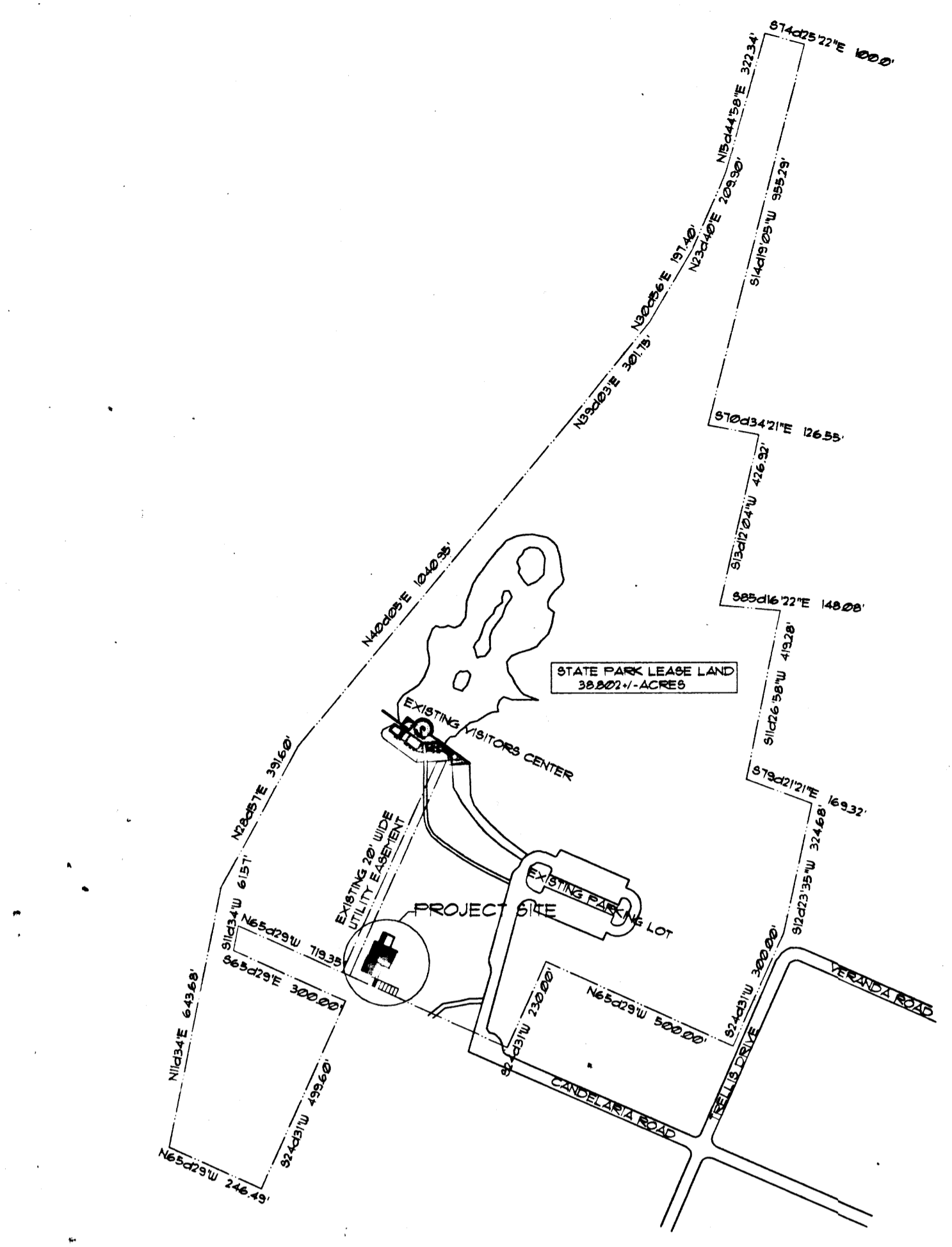
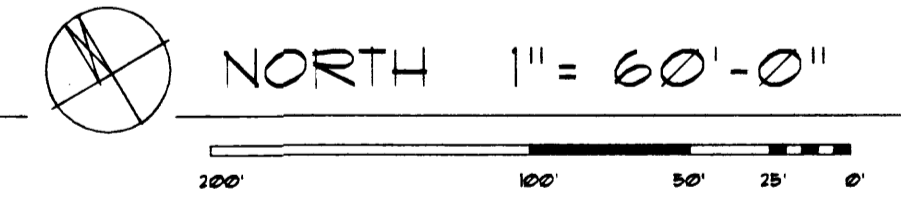
SCALE 1"=60'  
 DATE MAY 22, 2001  
 REV. AUGUST 8, 2001

DRAWN BY RJV  
 SHEET  
 1

PROJ 1001280



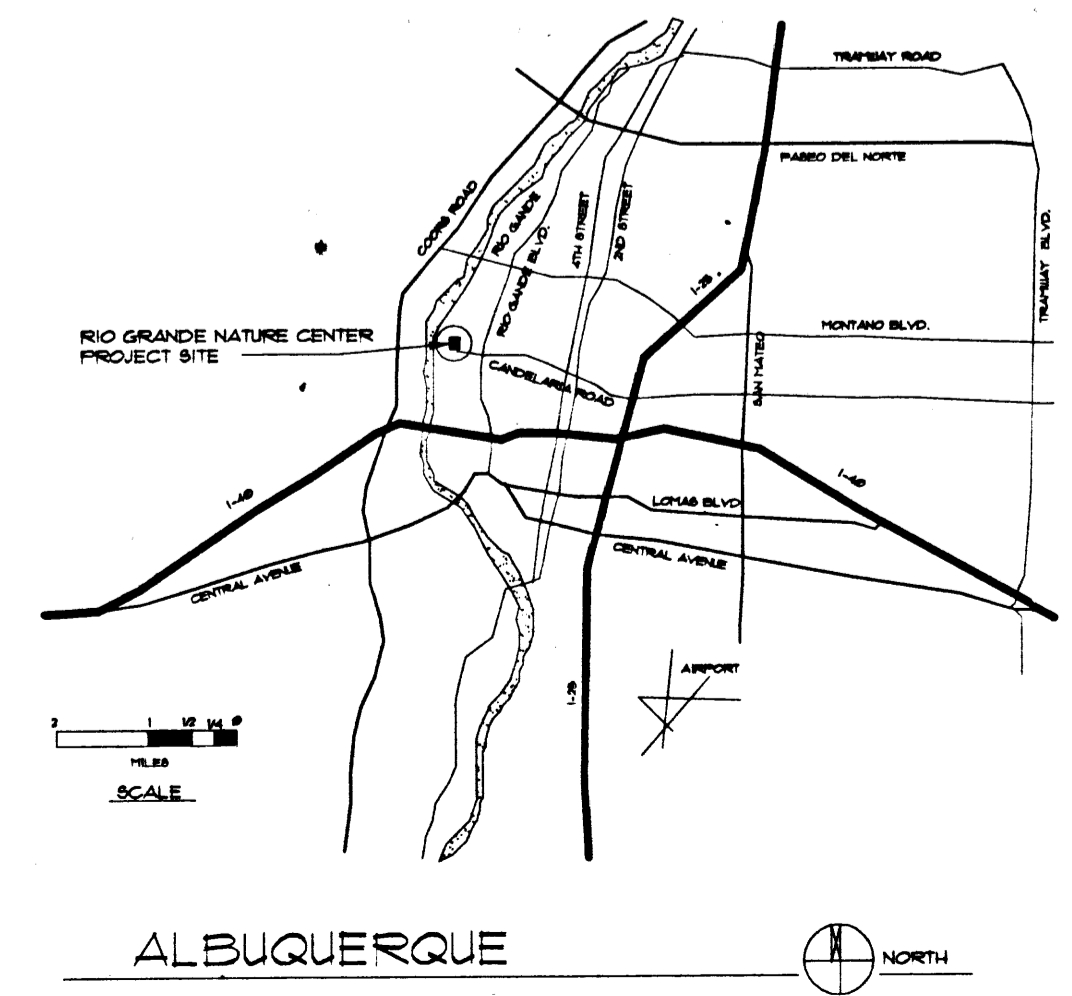
SITE PLAN



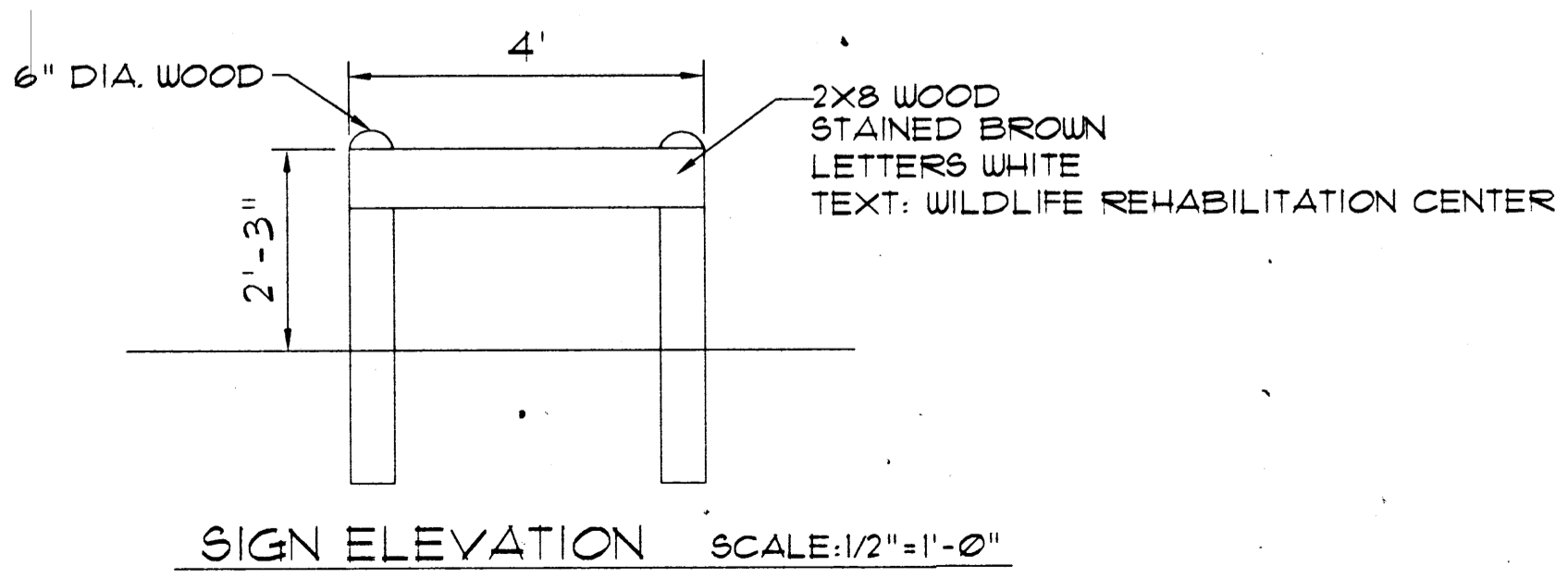
SITE PLAN - LEGAL DESCRIPTION

**SITE INFORMATION**  
 TRACT NUMBER A-2 OF  
 CANDELAERIA FARMS AREA  
 ZONE ATLAS PAGES F-12 & G-12  
 TOTAL AREA OF SITE: 38,802 +/- ACRES  
 ZONING: SA-1  
 PRIOR CASE NUMBER: Z-18-52  
 STATE PARKS AND RECREATION DIVISION LEASE FROM  
 CITY OF ALBUQUERQUE, OWNER

**PROJECT INFORMATION**  
 SITE AREA 38,802 +/- ACRES  
 EXISTING BUILDINGS:  
 VISITOR CENTERS: 1111 SQ. FT. (ROOFED)  
 SHOP: 1256 SQ. FT. (ROOFED)  
 NEW BUILDING: WILDLIFE REHABILITATION CENTER: 2863 SQ. FT. (ROOFED)  
 TOTAL BUILDINGS: 12,001 SQ. FT. (ROOFED)  
 LOT COVERAGE: 0.1%  
 NEW BUILDING USES: ANIMAL CARE: 2031 SQ. FT.  
 SUPPORT OFFICES: 832 SQ. FT.

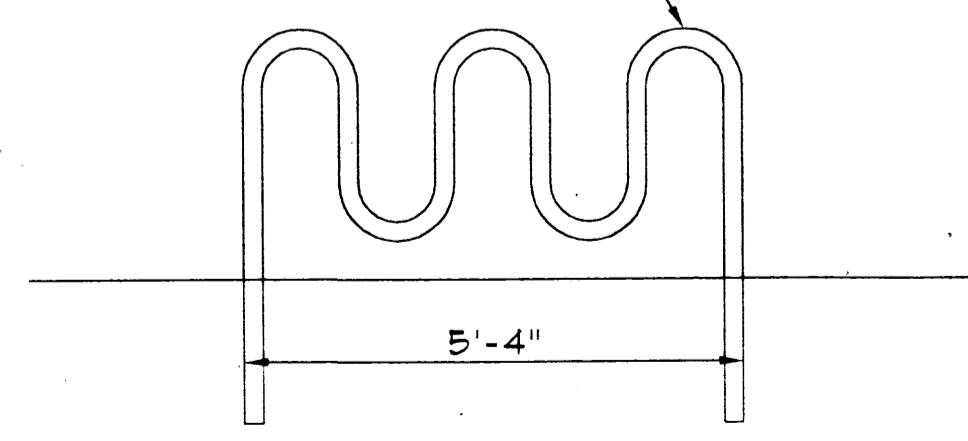


ALBUQUERQUE



SIGN ELEVATION SCALE: 1/2" = 1'-0"

PAINTED STEEL LOOP RACK  
 MODEL NUMBER 100102  
 BY LANDSCAPE STRUCTURES INC.  
 OR SIMILAR



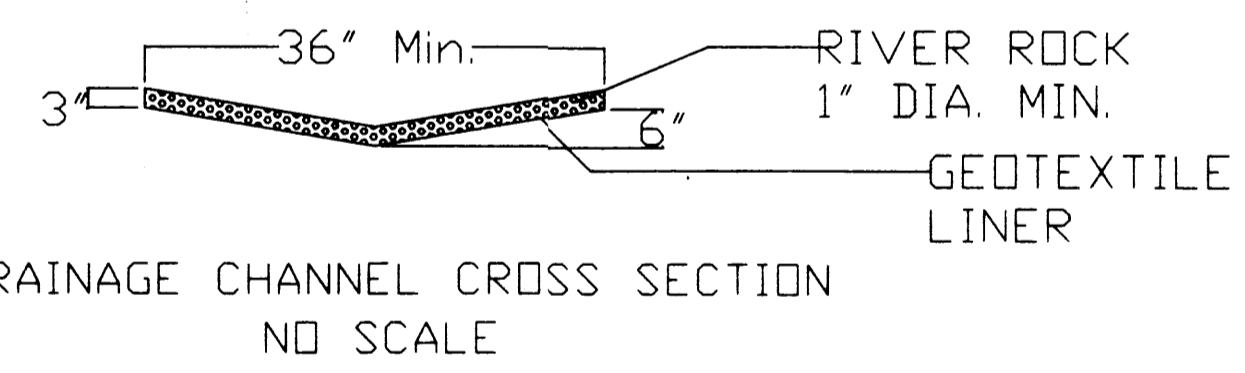
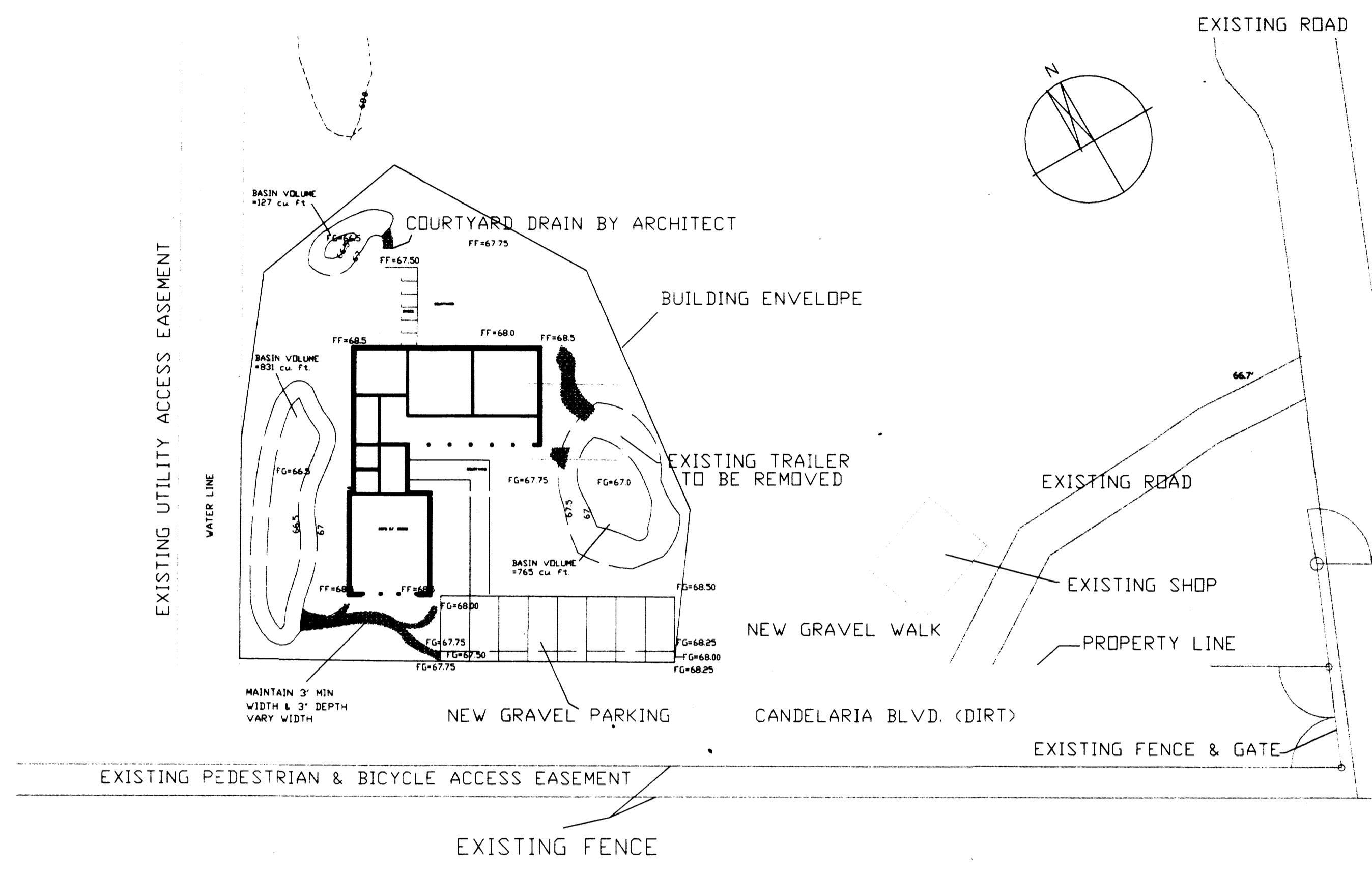
BICYCLE RACK SCALE: 1/2" = 1'-0"

DRB PROJECT # 1001280	EPC PROJECT # 1001280
DRB APPLICATION # 01450-0000-01144	EPC APPLICATION # 01128-0000-02753
This plan is consistent with the specific site development plan approved by the Environmental Planning Commission (EPC) on July 19, 2001 and that the findings and conditions in the Official Notice. Notification of Decision have been complied with:	
<b>SITE DEVELOPMENT PLAN</b>	
<i>Michael D. Durr</i> Traffic Engineer, Transportation Division	8/22/01 Date
<i>Adrienne E. Candelaria</i> Parks & Recreation Services Department	9/22/01 Date
<i>Raymond J. Durr</i> Public Works, Water Utilities Division	8/22/01 Date
<i>Ann W. Mc...</i> City Engineer, Engineering Division / AMAPCA	8/22/01 Date
<i>...</i> Solid Waste	8/22/01 Date
APPROVAL AND CONDITIONAL ACCEPTANCE: as specified by the Development Process Manual.	
<i>...</i> City Planner, Albuquerque / Bernalillo County Planning Division	9/27/01 Date









- LEGEND**
- RIVER ROCK (MIN 1" DIA)
  - FF FINISHED FLOOR ELEVATION
  - FG FINISHED GRADE ELEVATION

- NOTES**
1. PROPOSED STRUCTURE IS NOT WITHIN THE FLOOD PLAIN.
  2. NEW MEXICO STATE PARKS PLANS TO CONTAIN ALL EXCESS STORMWATER RUNOFF WITHIN THE PROPOSED BUILDING ENVELOPE.
  3. DUE TO THE TOPOGRAPHIC NATURE OF THE ENTIRE RIO GRANDE NATURE CENTER SITE, CROSS-DRAINAGE INTO THE BUILDING ENVELOPE IS NOT PREDICTED. THEREFORE, ONLY EXCESS STORMWATER GENERATED WITHIN THE BUILDING ENVELOPE IS CONSIDERED IN THE PLAN.
  4. FOOT PRINT FOR PROPOSED STRUCTURE IS APPROX. 3000 SQ. FT. PROPOSED PARKING SHALL BE GRAVELED AND IS APPROXIMATELY 1500 SQ. FT. COURTYARDS ASSOCIATED WITH BUILDING SHALL BE GRADED.

**DRAINAGE DATA**

THIS SITE LIES WITHIN PRECIPITATION ZONE 2

CONDITION	STORM RETURN PERIOD YEAR	TREATMENT TYPE	TREATMENT AREA	PRECIP. IN.	EXCESS PRECIP. CFS/AC	PEAK RUNOFF CU.FT.	RUNOFF VOLUME CFS	RUNOFF RATE
EXISTING	100	A	15,126	0.53	1.56	668.1	0.54	
		B	900	0.28	2.28	0	0	
		C	887	1.29	3.14	98.7	0.08	
EXISTING	10	A	15,126	0.13	0.38	163.9	0.13	
		B	900	0.28	0.95	0	0	
		D	667	0.52	1.71	39.0	0.02	
DEVELOPED	100	A	10,661	0.53	1.56	470.9	0.38	
		B	631	0.78	2.28	41.0	0.03	
		C	445	1.29	3.14	48.9	0.38	
DEVELOPED	10	A	4,946	2.12	4.70	873.8	0.37	
		B	10,661	0.13	0.38	116.5	0.09	
		C	631	0.28	0.95	14.7	0.01	
		D	455	0.52	1.71	19.7	0.02	
					1.34	3.14	552.3	0.35

FLOW RATE INCREASES OF 0.14 CFS AND 0.26 CFS FOR THE 100-YEAR AND 10-YEAR STORMS MAY BE EXPECTED. THE 6-HOUR RUNOFF VOLUMES WILL INCREASE BY 552.0 CUBIC FEET FOR THE 100-YEAR STORM AND 42.8 CUBIC FEET FOR THE 10-YEAR STORM. THERE ARE NO PROPOSED ALTERATIONS OF GRADE ALONG ANY PERIMETER LOT LINES. TREATMENT TYPES AND VOLUMES ARE FOR AREAS INSIDE OF BUILDING ENVELOPE.

**POND CALCULATIONS**

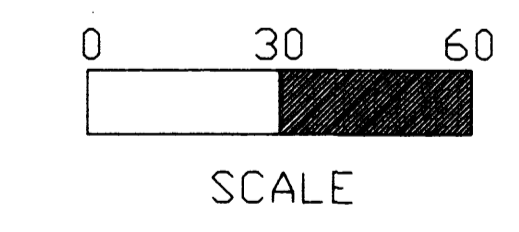
DEVELOPMENT OF POND SIZE WAS CREATED FROM FORMULAS A-5 THROUGH A-7 IN CHAPTER 22 FROM ALBUQUERQUE DPM.

**BUILDING ENVELOPE TREATMENT AREAS**

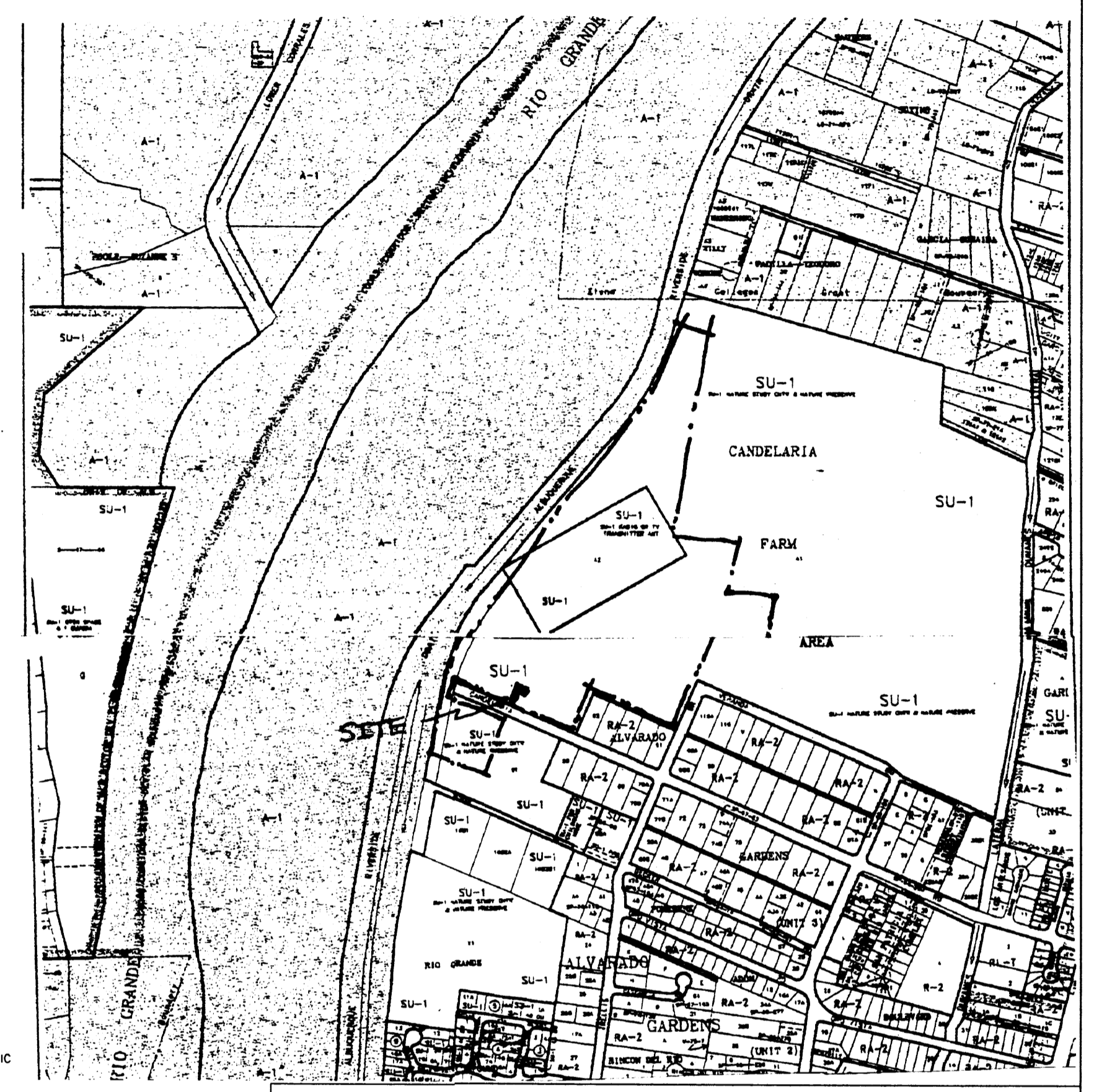
TREATMENT A = 10,661 sq. ft.  
 TREATMENT B = 631 sq. ft.  
 TREATMENT C = 455 sq. ft.  
 TREATMENT D = 4,946 sq. ft.

(A-5) Weighted E: 1.03 inches  
 (A-6) V360: 0.023 acre-ft  
 (A-7) V140: 0.027 acre-ft = 1.611 cu. ft. RETENTION BASIN  
 POND RETENTION IS CALCULATED FOR 24 HOUR RETENTION.

- NOTICE TO CONTRACTOR**
1. PROPOSED CONTOURS SHOWN ARE TO FINISH SURFACES AND ARE PROVIDED FOR THE PURPOSE OF SHOWING FLOW ROUTING.
  2. CONTRACTOR IS RESPONSIBLE FOR THE ABATEMENT OF SEDIMENT ONTO ADJOINING PUBLIC RIGHTS-OF-WAY DURING CONSTRUCTION AND FOR THE REMOVAL OF ANY SEDIMENT DEPOSITED IN PUBLIC RIGHT-OF-WAY.
  3. CONTRACTOR SHALL OBTAIN A "TOPSOIL DISTURBANCE PERMIT" PRIOR TO ANY GRADING OR CONSTRUCTION.
  4. EXCAVATED FILL MATERIAL FROM POND TO BE STOCKPILED ON SITE FOR FUTURE BUILDING PAD. EXCAVATED MATERIAL MAY NOT BE STOCKPILED MORE THAN ONE FOOT (1') HIGH.
  5. LOCATION AND DEPTH OF EXISTING SEWER AND WATER LINES TO BE VERIFIED BY CONTRACTOR PRIOR TO COMMENCEMENT OF EXCAVATION OF POND.
  7. CONTRACTOR SHALL MAKE EFFORTS TO MINIMIZE ANY DAMAGE TO EXISTING TREES IN THE CONSTRUCTION AREA.



VICINITY MAP SCALE 1" = 750'



DRB PROJECT # 1001280 EPC PROJECT # 1001280  
 DRB APPLICATION # 01450-0000-0144 EPC APPLICATION # 0176-0000-00753

This plan is consistent with the specific site development plan approved by the Environmental Planning Commission (EPC) on July 19, 2001 and that the findings and conditions in the Official Notice: Notification of Decision have been complied with:

**SITE DEVELOPMENT PLAN**

Traffic Engineer, Transportation Division \_\_\_\_\_ Date \_\_\_\_\_

Parks & General Services Department \_\_\_\_\_ Date \_\_\_\_\_

Public Works, Water Utilities Division \_\_\_\_\_ Date \_\_\_\_\_

City Engineer, Engineering Division / AMAFCA \_\_\_\_\_ Date \_\_\_\_\_

Solid Waste \_\_\_\_\_ Date \_\_\_\_\_

APPROVAL AND CONDITIONAL ACCEPTANCE: as specified by the Development Process Manual.

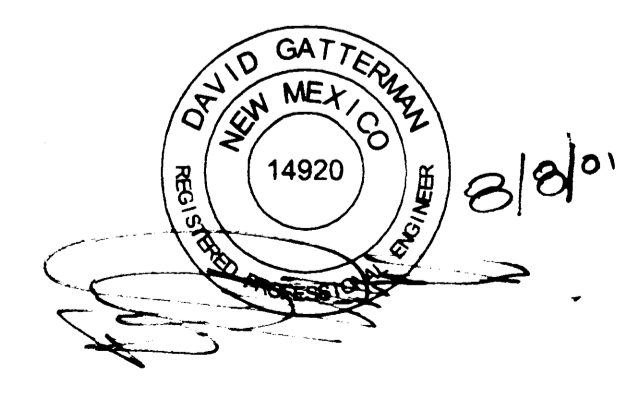
City Planner, Albuquerque / Bernalillo County Planning Division \_\_\_\_\_ Date \_\_\_\_\_



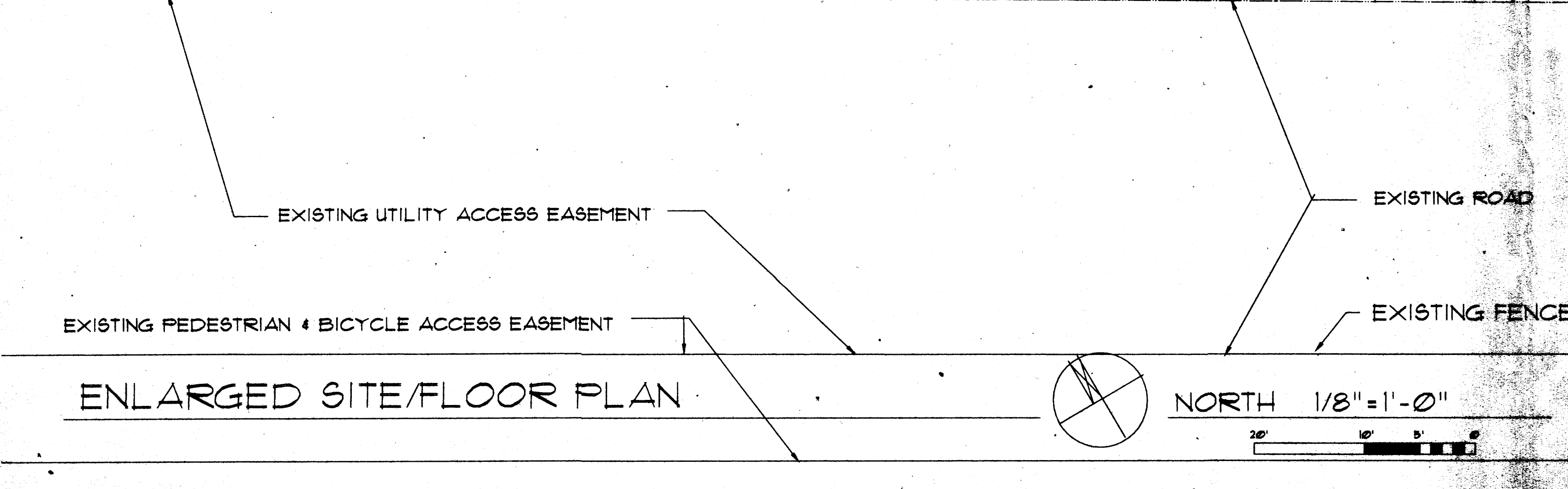
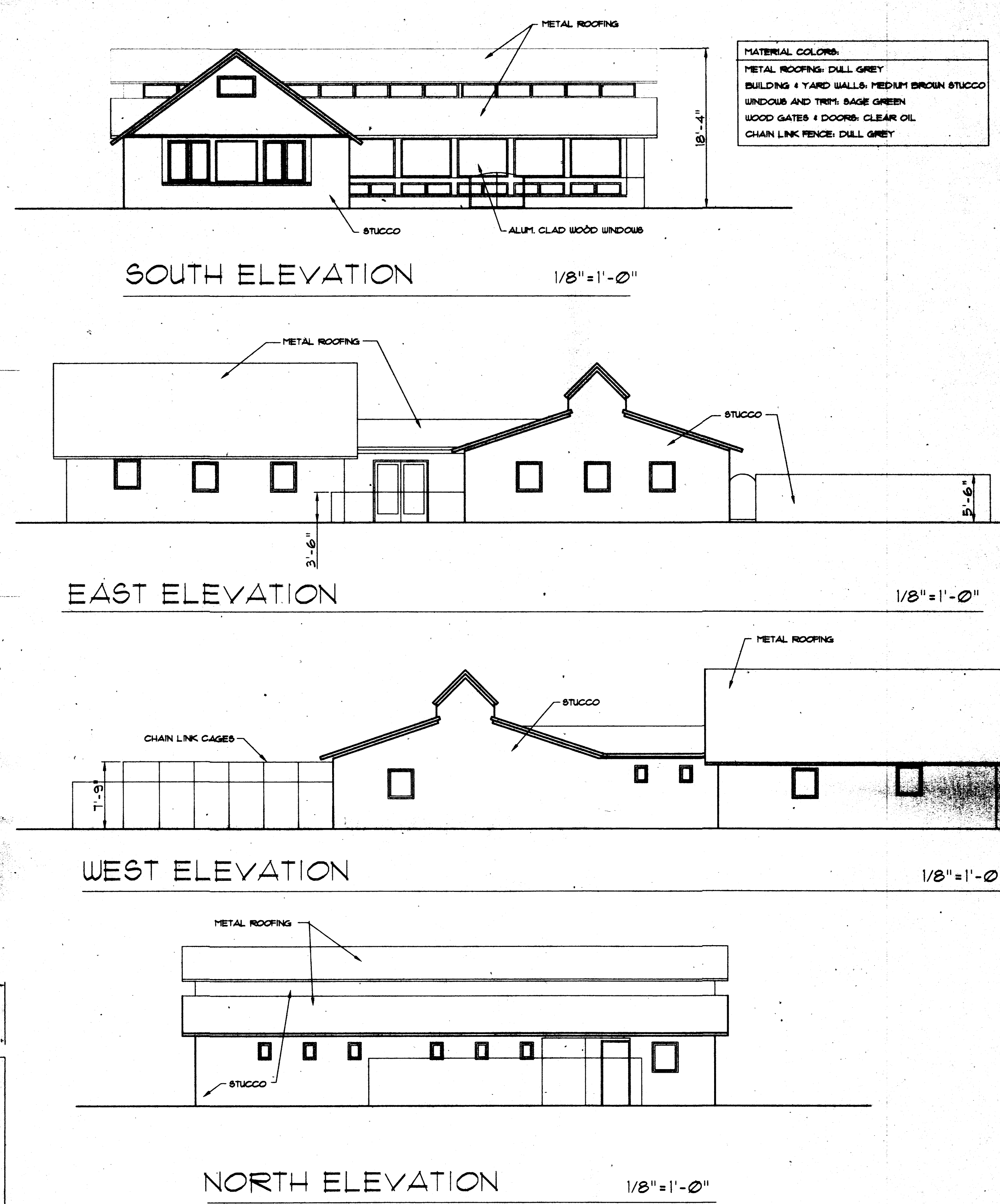
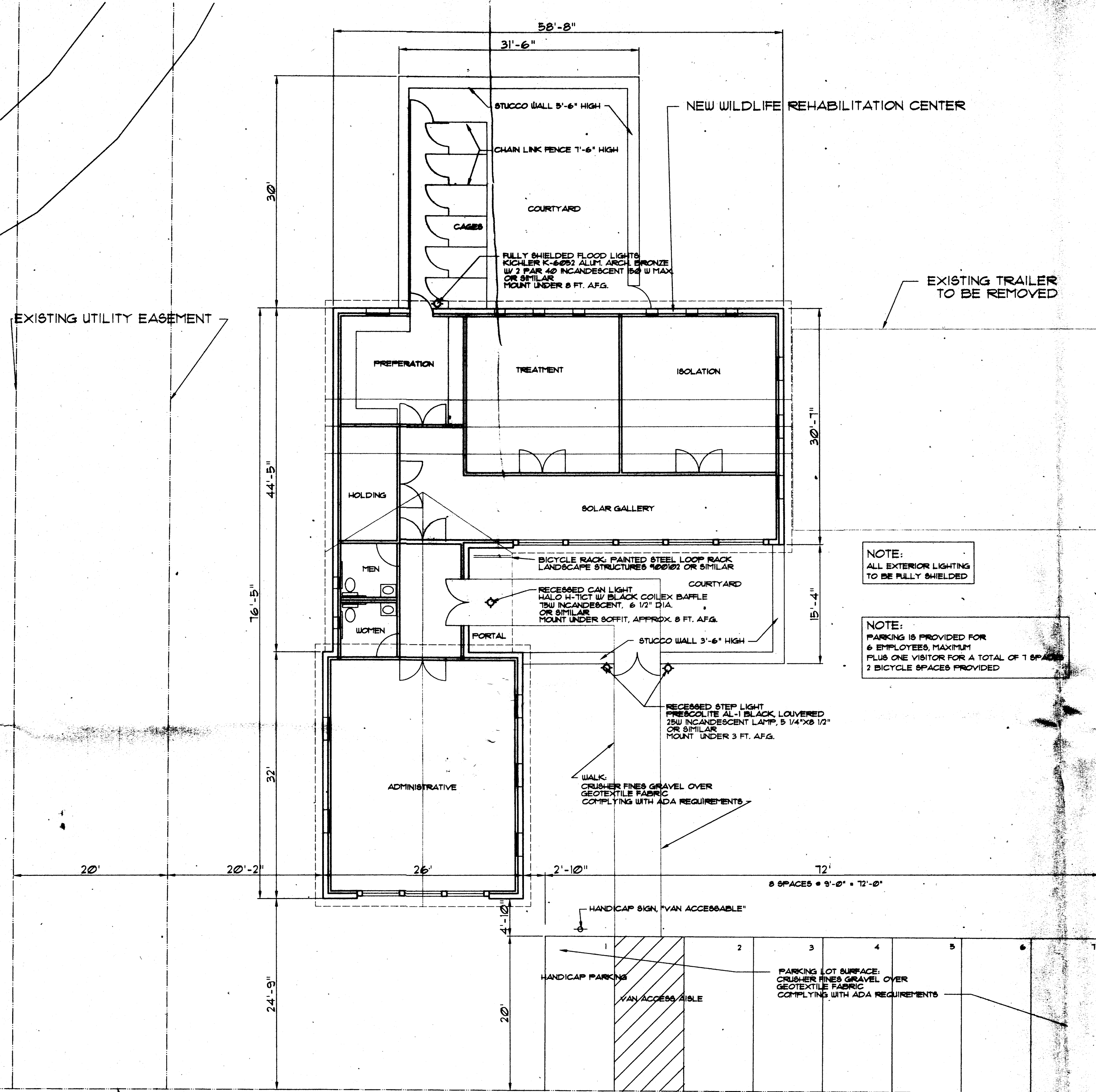
**RIO GRANDE NATURE CENTER  
 WILDLIFE REHABILITATION CENTER**

**GRADING AND DRAINAGE PLAN**

REV. NO.	DATE	SCALE:	DATE:	SHEET
		1" = 30'	MAY 2001	03
Designed by: David Gatterman				
Drawn by: D.G.				







DRB PROJECT #1001280 EPC PROJECT #1001280  
DRB APPLICATION #01450-0000-01004 EPC APPLICATION #01128-0000-00753

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Traffic Engineer, Transportation Division	Date
Parks & General Services Department	Date
Public Works, Water Utilities Division	Date
City Engineer, Engineering Division / AMAPCA	Date
Solid Waste	Date

APPROVAL AND CONDITIONAL ACCEPTANCE: as specified by the Development Process Manual.

City Planner, Albuquerque / Bernalillo County Planning Division	Date
---	------

STATE OF NEW MEXICO  
ROBERT J. VADURRO  
1347  
REGISTERED ARCHITECT  
8-801

**WILDLIFE REHABILITATION CENTER**  
**RIO GRANDE NATURE CENTER**  
Albuquerque, New Mexico

TITLE  
**ENLARGED SITE AND FLOOR PLAN ELEVATIONS**

SCALE 1/8" = 1'-0"

DATE MAY 31, 2001  
REV. AUGUST 8, 2001

DRAWN BY RJV  
SHEET 4

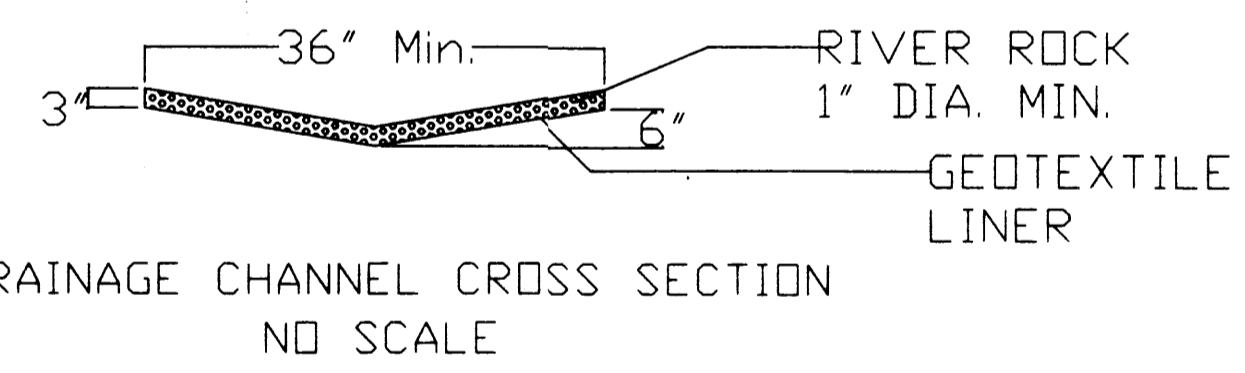
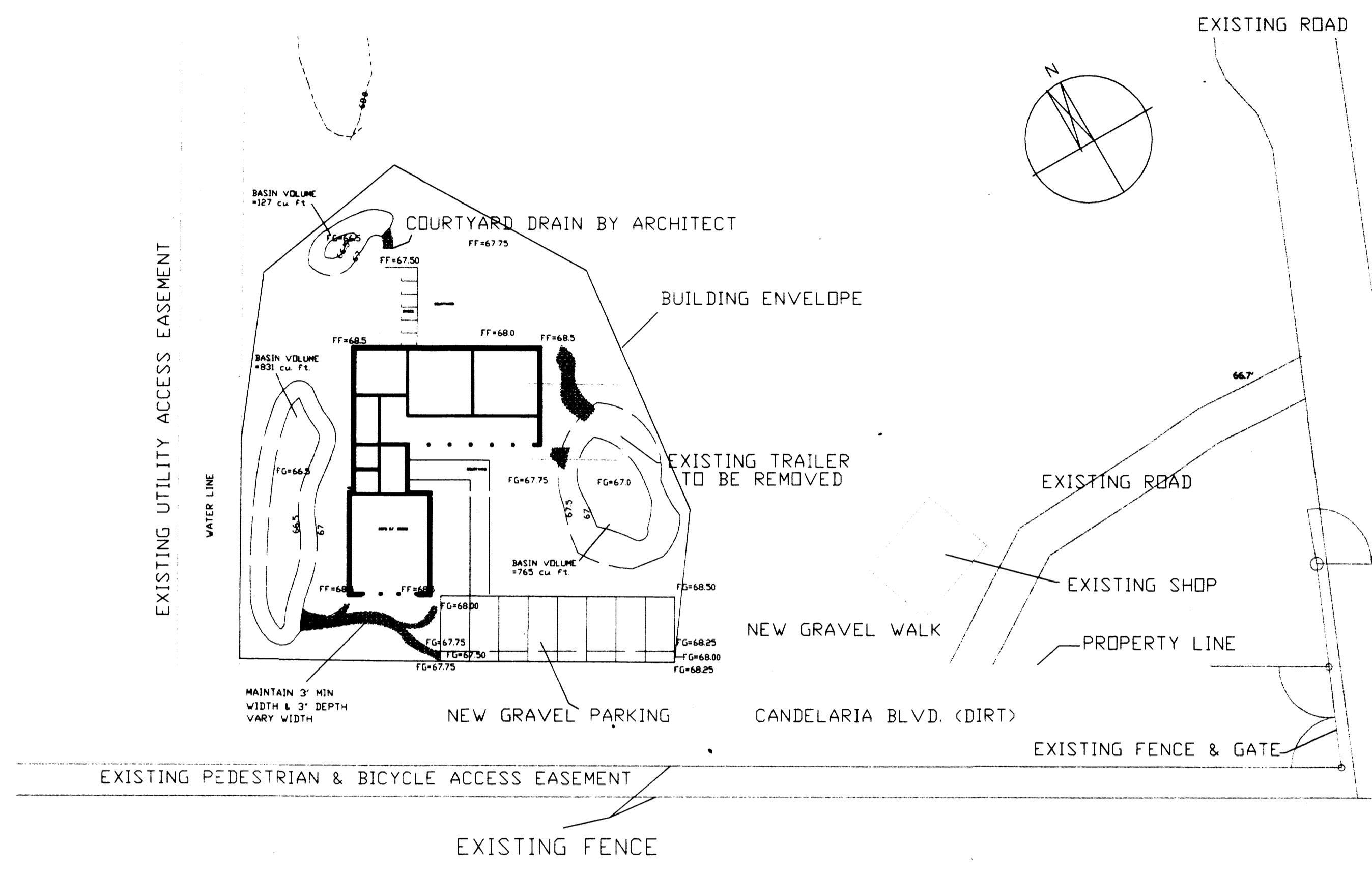












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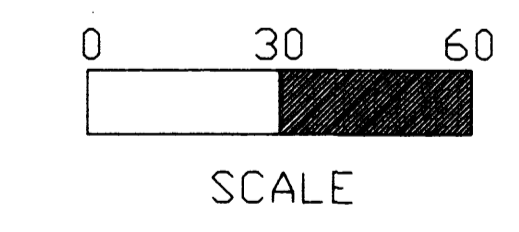
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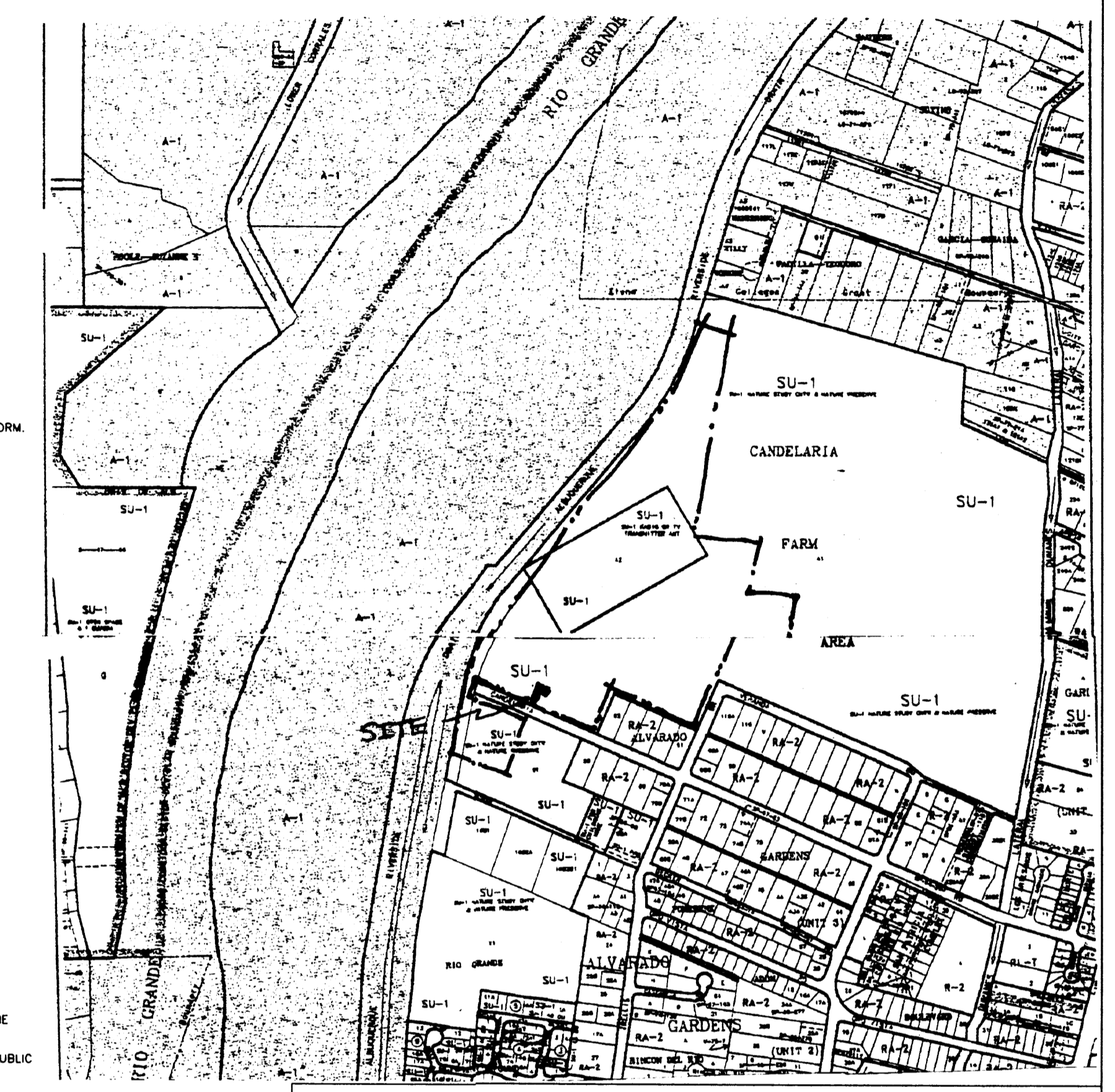
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VICINITY MAP SCALE 1" = 750'



DRB PROJECT # 1001280 EPC PROJECT # 1001280  
 DRB APPLICATION # 01450-0000-0144 EPC APPLICATION # 0176-0000-00753

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Traffic Engineer, Transportation Division \_\_\_\_\_ Date \_\_\_\_\_

Parks & General Services Department \_\_\_\_\_ Date \_\_\_\_\_

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City Engineer, Engineering Division / AMAFCA \_\_\_\_\_ Date \_\_\_\_\_

Solid Waste \_\_\_\_\_ Date \_\_\_\_\_

APPROVAL AND CONDITIONAL ACCEPTANCE: as specified by the Development Process Manual.

City Planner, Albuquerque / Bernalillo County Planning Division \_\_\_\_\_ Date \_\_\_\_\_

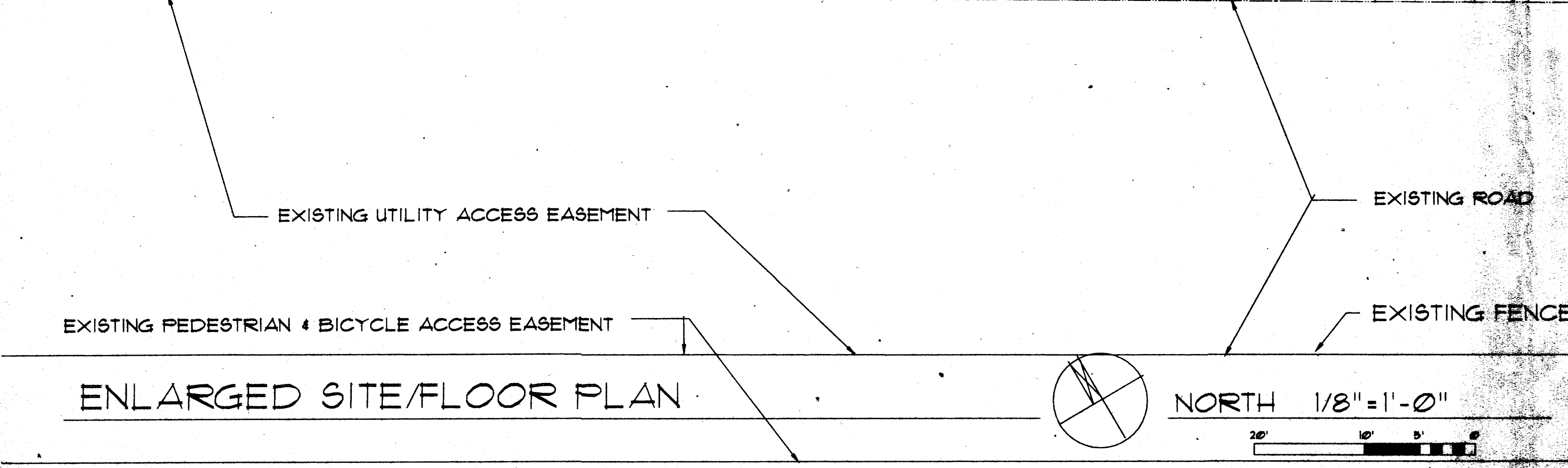
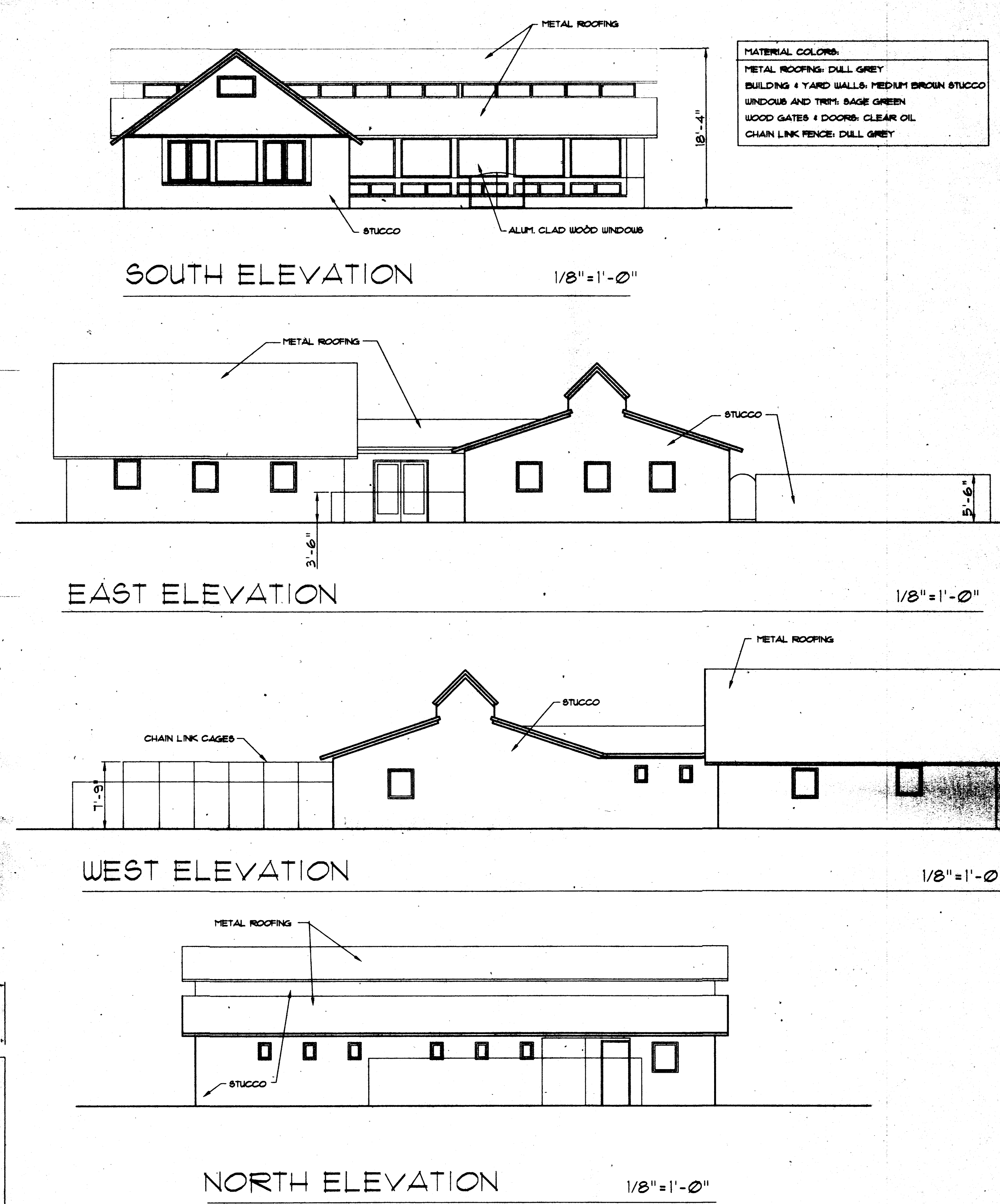
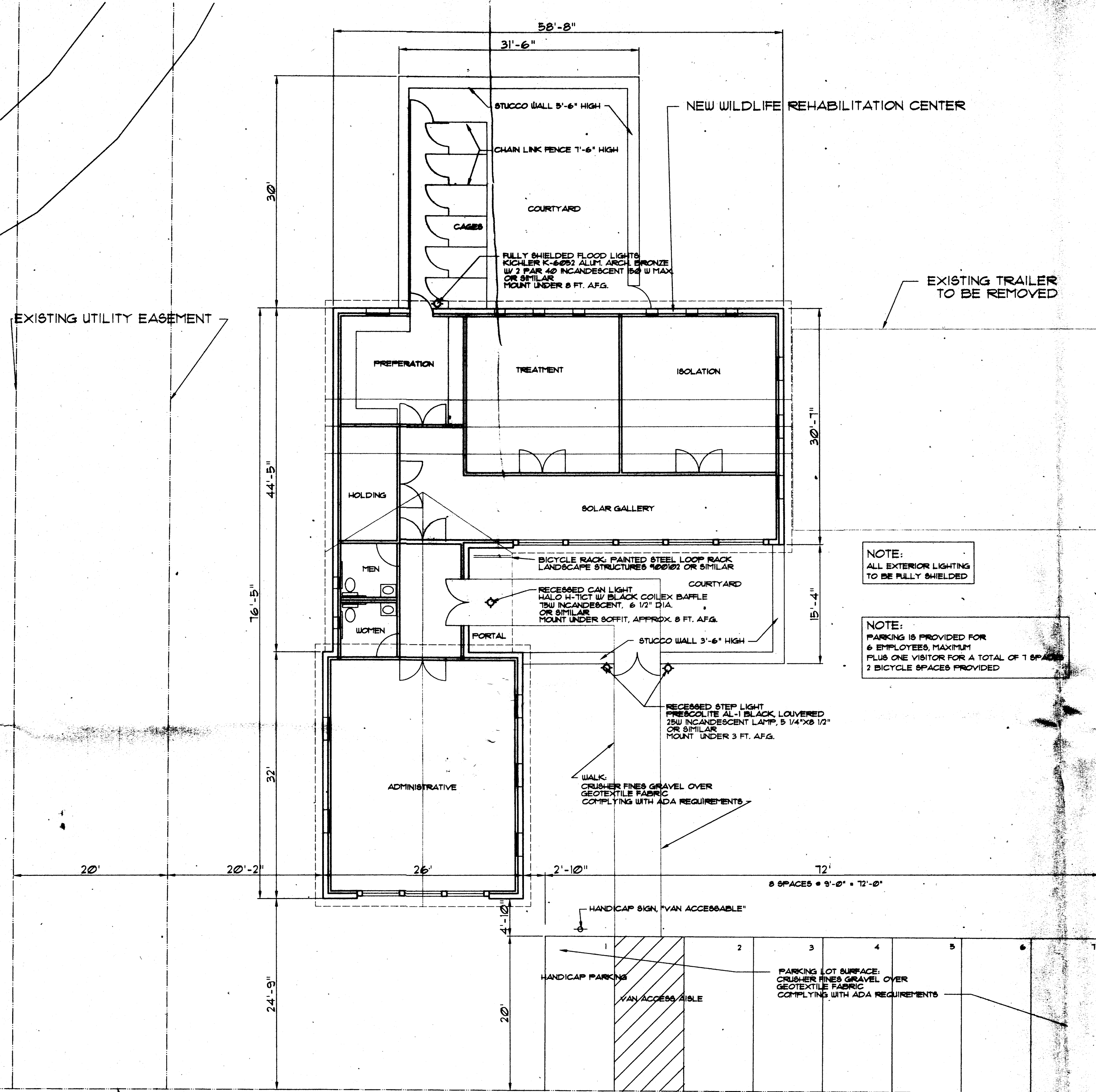
DAVID GATTERMAN  
NEW MEXICO  
REGISTERED PROFESSIONAL ENGINEER  
14920

RIO GRANDE NATURE CENTER  
WILDLIFE REHABILITATION CENTER

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REV. NO.	DATE	SCALE:	DATE:	SHEET
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