



**Regular Governing Body Meeting**  
**City of Rio Rancho**  
**AGENDA**  
**October 26, 2023**  
**6:00 PM**  
**Council Chambers**

**Governing Body Members**

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

**Meeting Information**

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

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

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

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

**Call to Order and Pledge of Allegiance**

**Proclamations and Awards of Merit**

- [1. Annual State of the City Report - Mayor Greggory D. Hull](#)
- [2. Mayor Hull's 2023 Fall Community Cleanup - Cleanup Team Winners Award Presentation](#)

**Public Forum**

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

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

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

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

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

## Comments by Councilors

### Consent Calendar

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

3. Minutes of October 12, 2023 Regular Meeting  
*Minutes of October 12, 2023 Regular Meeting*  
*Minutes of October 12, 2023 - Signed*
4. R125, Resolution Approving 2024 Holiday Schedule for City Employees  
*Resolution*  
*R125 - Signed*
5. R126, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) to Plan, Design, and Construct City Center Campus Park Phase 2  
*Resolution*  
*R126 - Signed*
6. R127, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) and Recreation Activities Fund (206) to Replace Rainbow Pool Sand Filter  
*Resolution*  
*R127 - Signed*
7. R128, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) to Replace the Playground and Surfacing, Purchase and Install Shade Structures, and Improve Access at the Rio Rancho Sports Complex  
*Resolution*  
*R128 - Signed*
8. R129, Resolution Authorizing a Budget Adjustment to the Utilities Equipment Replacement Fund (512) for a Two-Year Extended Warranty for the Hydro Excavator  
*Resolution*  
*R129 - Signed*
9. R130, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) to Plan, Design, Construct, and Improve Parking Lots at the Rio Rancho Sports Complex  
*Resolution*  
*R130 - Signed*
10. R131, Resolution Authorizing the Disposal of Playground Structures at the Rio Rancho Sports Complex  
*Resolution*  
*R131 - Signed*
11. R132, Resolution Authorizing the Disposal of Field 1 and 2 Parking Lot at the Rio Rancho Sports Complex  
*Resolution*  
*R132 - Signed*
12. R133, Resolution Authorizing Disposal of the Rainbow Pool Filter  
*Resolution*  
*R133 - Signed*

- 13.** R134, Resolution Authorizing a Budget Adjustment to the City Facility Improvement Fund (313) for Facility Improvements  
*Resolution*  
*R134 - Signed*

## **Boards and Commissions**

### **Public Hearings**

- 14.** D40, Site Plan Approval for Townhouses at the Addresses of 700, 704, and 708 Southern Blvd. SE  
*Zoning, Location*  
*Site Plan*  
*Application*  
*Justification*  
*Authorization, Lot 1*  
*Authorization, Lots 2 & 3*  
*Vesting Deed*  
*Water/Wastewater Availability Letter*  
*O-43, 07-42*  
*O-20, 18-24 (Unit 10 Overlay)*  
*154.76 Off-Street Parking Requirements*  
*Reproduction\_of\_Notifications.pdf*  
*Reviewer Comments*  
*Public Comment - Romero, Angela*  
*Public Comment - Babcock, Sue*  
*Public Comment - Abramson, Codie*  
*Public Comment - Ferryman, Patricia*  
*Public Comment - Henderson, Perry & Carolyn*  
*Public Comment - Hedin, Sonia and Greg*  
*Public\_Comments\_700\_\_704\_\_708\_Southern\_Blvd\_SE.pdf*

- 15.** D41, Site Plan Approval for Proposed Overflow Parking at 1805 Wellspring Ave. SE  
*Zoning, Location*  
*Reproduction of Notices*  
*Application*  
*Site Plan*  
*Legal Ad*  
*Warranty Deed*  
*Reviewer Comments*

## **Second Reading of Ordinances**

- 16.** O16, Ordinance Amending Ordinance No. 28, Enactment No. 22-29 Relating to the Issuance and Sale of City of Rio Rancho, New Mexico Taxable Industrial Revenue Bonds (Atrisco Energy Storage LLC Project), In a Maximum Principal Amount of up to \$420,000,000, for the Purpose of Approving Allocation of the Annual Payments In Lieu Of Taxes (PILOT) to Rio Rancho Public Schools (RRPS) and Albuquerque Public Schools (APS) in Conformity with the Requirements of Section 3-32-6 NMSA 1978; Authorizing Execution and Delivery of the Bonds with Updated Series Designation to Reflect the Date of Issuance and Delivery; Ratifying Certain Actions Taken Previously; and Repealing All Actions Inconsistent with this Ordinance  
*Ordinance*  
*Exhibit\_I\_-\_Atrisco\_Solar\_PILOT\_Distribution\_Calculation*  
*Exhibit\_II\_-\_RRPS\_APS\_and\_Solar\_Location*  
*Exhibit\_III\_-\_RRPS\_and\_APS\_Boundary\_Percentages*  
*Exhibit\_IV\_-\_APS-RRPS\_Enrollment\_Reports*  
*O16 - Signed*

- 17.** O17, Ordinance Amending Ordinance No. 29, Enactment No. 22-230 Relating to the Issuance and Sale of City of Rio Rancho, New Mexico Taxable Industrial Revenue Bonds (Atrisco Energy Solar LLC Project), In a Maximum Principal Amount of up to \$430,000,000, for the Purpose of Approving Allocation of the Annual Payments In Lieu Of Taxes (PILOT) to Rio Rancho Public Schools (RRPS) and Albuquerque Public Schools (APS) in Conformity with the Requirements of Section 3-32-6 NMSA 1978; Authorizing Execution and Delivery of the Bonds with Updated Series Designation to Reflect the Date of Issuance and Delivery; Ratifying Certain Actions Taken Previously; and Repealing All Actions Inconsistent with this Ordinance  
**Ordinance**  
**Exhibit I - Atrisco Solar PILOT Distribution Calculation**  
**Exhibit II - RRPS APS and Solar Location**  
**Exhibit III - RRPS and APS Boundary Percentages**  
**Exhibit IV - APS-RRPS Enrollment Reports**  
**O17 - Signed**
- 18.** O20, Ordinance Amending Chapter 36, Finance and Revenue, Sections 36.05 through 36.08  
**Ordinance**  
**O20 - Signed**
- 19.** O21, Ordinance Amending Chapter 154, Planning and Zoning, for the Addition of Off-Premises Advertising Signs to Section 154.45; Providing for Severability and an Effective Date  
**Ordinance**  
**154.45 Off-Premises Advertising Signs**  
**Legal Ad**  
**O21 - Signed**
- 20.** O22, Ordinance Repealing and Replacing Chapter 156, Sign Regulations; Providing for Severability and an Effective Date  
**Ordinance**  
**Draft Sign Code (Clean Copy)**  
**Draft Sign Code (Redline Copy)**  
**Sign Code Working Group Meeting Date Table**  
**Existing Ch 156 Sign Code**  
**Legal Ad**  
**O22 - Signed**
- 21.** O23, Ordinance Granting Vexus Fiber, LLC, a Non-Exclusive Franchise to Operate a Telecommunications Network Within the City Limits by Utilizing Public Places Via the Payment of Franchise Fees for a Period of 10 Years  
**Ordinance**  
**O23 - Signed**

### **First Reading of Ordinances**

### **Discussion and Deliberation**

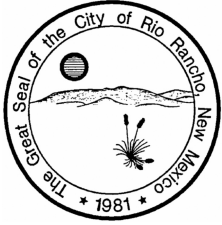
- 22.** R135, Resolution Authorizing Placement of Ballot Questions on the March 5, 2024 City of Rio Rancho Municipal Officer Election Ballot for the Purpose of Voting on the Issuance of General Obligation Bonds; Describing the Purposes for Which the Bond Proceeds Would be Used; Providing the Form of the Ballot Questions; Providing for Notice of the Ballot Questions; and Ratifying Action Previously Taken in Connection Therewith  
**Resolution**  
**Exhibit A Roads Oct 26 2023**  
**Exhibit B Public Safety Oct 26 2023**  
**Exhibit C Quality of Life Oct 26 2023**

*R135 - Signed*

**City Manager**

**Comments by Councilors**

**Adjournment**



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item:**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Administration

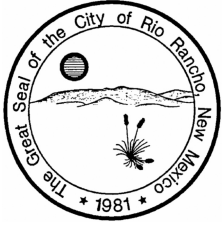
**SUBJECT:**  
Annual State of the City Report - Mayor Gregory D. Hull

**BACKGROUND AND ANALYSIS:**

**IMPACT:**

**ALTERNATIVES:**

**DEPARTMENT RECOMMENDATION:**



## CITY OF RIO RANCHO COVER PAGE

### Legislation Item:

**AGENDA DATE:**

October 26, 2023

**DEPARTMENT:**

Parks, Recreation & Community Services

**SUBJECT:**

Mayor Hull's 2023 Fall Community Cleanup - Cleanup Team Winners Award Presentation

**BACKGROUND AND ANALYSIS:**

On Saturday, September 16th, 127 volunteers, many in larger teams, removed 18.61 tons of illegally dumped waste and roadside litter from the open spaces of Rio Rancho. Some of the teams chose to compete for a cash prize provided to the Rio Rancho Kiwanis by Waste Management of New Mexico. Mayor Hull and the City's Keep Rio Rancho Beautiful Division would like to thank our community volunteers for their hard work to make the City a cleaner, more beautiful place.

The award winning teams are as follows:

3rd Place - Jacobs Engineering who collected 2.83 tons of waste; they have requested their check award be made out to Haven House, Inc.

2nd Place - AMREP Southwest who collected 3.28 tons of waste; they have requested their check award be made out to RRPD Explorer Post 911 for the Police Toy Drive

1st Place - Hewlett-Packard Sustainability who collected 5.57 tons of waste; they have requested their check award be made out to NM Forest Re-Leaf

**IMPACT:**

There is no impact to the City's general fund

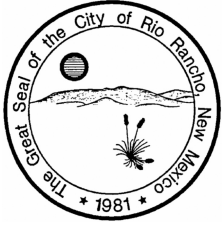
**ALTERNATIVES:**

Make the presentation

Do not make the presentation

**DEPARTMENT RECOMMENDATION:**

Mayor Hull, a Waste Management representative and possibly Dave Heil representing the Rio Rancho Kiwanis - Make a formal presentation of the awards to 1st, 2nd and 3rd place winners



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item:**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
City Clerk

**SUBJECT:**  
Minutes of October 12, 2023 Regular Meeting

**BACKGROUND AND ANALYSIS:**

**IMPACT:**

**ALTERNATIVES:**

**DEPARTMENT RECOMMENDATION:**

**ATTACHMENT:** [Minutes of October 12, 2023 Regular Meeting](#)

**ATTACHMENT:** [Minutes of October 12, 2023 - Signed](#)



Governing Body  
of the  
City of Rio Rancho

MINUTES  
OCTOBER 12, 2023  
6:00 PM  
Council Chambers, City Hall

MEMBERS PRESENT:

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

MEMBERS ABSENT:

Karissa Culbreath, Councilor Dist. 5

STAFF PRESENT:

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

**Call to Order and Pledge of Allegiance**

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

Mayor Hull stated at 5:00 p.m. the Governing Body held a closed session in accordance with Section 10-15-1 (H)(8) NMSA 1978, meetings for the discussion of the purchase, acquisition or disposal of real property or water rights by the public body. No action was taken at this session.

Councilor Culbreath has been excused from the meeting.

Mayor Hull moved a portion of the City Manager Report, RRPS G.O. Bond 2023 Presentation to be heard after Public Forum and O23 to be heard after Boards & Commission. There was no objection from the Governing Body.

**Proclamations and Awards of Merit**

**Public Forum**

**City Manager**

**17.) Rio Rancho Public Schools G.O. Bond 2023 Presentation**

Beth Pendergrass, Chief Communications, Strategy and Engagement Officer gave a brief overview of the Rio Rancho Public School Bond Election on November 7, 2023.

1 The Bond Measures is \$80 million over the next four years with no tax rate increase and  
2 SB-9 Measure: Public School Capital Improvements Tax is \$5,473,346 each year for six  
3 years. There is no increase to the tax rate and provides essential dollars to Rio Rancho  
4 Public Schools, the ASK Academy, Sandoval Academy of Bilingual Education and  
5 Explora Academy for general maintenance, repairs and capital improvements.  
6

## 7 **Comments by Councilors**

8

## 9 **Consent Calendar**

- 10  
11 1.) Minutes of September 28, 2023 Regular Meeting  
12 2.) R117, Resolution Authorizing a Budget Adjustment to the Computer and Software  
13 Fund (311) and the Utility Operating Fund (501) to Properly Classify Expenditures  
14 3.) R118, Resolution Authorizing the Disposal of Stored Information Technology  
15 Property  
16 4.) R119, Resolution Authorizing the Disposal of Recreational Property  
17 5.) R120, Resolution Authorizing a Budget Adjustment to the Municipal Gas Tax Fund  
18 (270) for Signal Detection Replacement Projects  
19 6.) R121, Resolution Authorizing Participation in the Transportation Project Fund (TPF)  
20 Program Administered by the New Mexico Department of Transportation (NMDOT) for  
21 Program Year 2024  
22 7.) R122, Resolution Authorizing the Disposal of Library and Information Services  
23 Department Property

24  
25 Bob Tyler moved to approve Consent Calendar. Seconded by Paul Wymer  
26

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

28 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
29 Nicole List

30 NO: None  
31

## 32 **Boards and Commissions**

33

## 34 **First Reading of Ordinances**

- 35  
36 11.) O20, Ordinance Amending Chapter 36, Finance and Revenue, Sections 36.05  
37 through 36.08

38  
39 Carol Jaramillo, Director of Financial Services presented this item. The proposed  
40 amends Sections 36.05 through 36.08 of Municipal Code address various financial  
41 operations of the City. Specifically addressed are certain limitations on expenditures,  
42 requirements of recording and reporting on the City's finances, the payment of City  
43 funds, and audit requirements. These sections have not been updated in more than 30  
44 years and require clarification and modification to ensure consistency with modern  
45 technology and processes, as well as the requirements of the Office of the State  
46 Auditor. Approval of the amendment will clarify and modernize the Municipal Code to

1 enable compliant use of current technologies.

2  
3 Jeremy Lenentine moved to approve O20. Seconded by Jim Owen

4  
5 The motion carried by a vote of 6 FOR and 0 AGAINST.

6 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
7 Nicole List

8 NO: None  
9

10 12.) O21, Ordinance Amending Chapter 154, Planning and Zoning, for the Addition of  
11 Off-Premises Advertising Signs to Section 154.45; Providing for Severability and an  
12 Effective Date

13  
14 Amy Rincon, Director of Development Services presented this item. Staff seeks to  
15 amend R.O. 2003 Chapter 154 Planning and Zoning for the addition of Off-Premises  
16 Digital Advertising Signs to Section 154.45, being moved from its existent location in  
17 R.O. 2003 Chapter 156.33. The Planning and Zoning Board recommends approval.

18  
19 Bob Tyler moved to approve O21. Seconded by Paul Wymer

20  
21 The motion carried by a vote of 6 FOR and 0 AGAINST.

22 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
23 Nicole List

24 NO: None  
25

26 13.) O22, Ordinance Repealing and Replacing Chapter 156, Sign Regulations;  
27 Providing for Severability and an Effective Date

28  
29 Amy Rincon, Director of Development Services stated staff is seeking repeal and  
30 replace of Rio Rancho Code of Ordinances (R.O. 2003) Title XV Land Uses Chapter  
31 156 Sign Regulations. The Planning and Zoning Board approved the text amendment  
32 and recommend approval. The new sign code would be effective January 1, 2024. For  
33 the first six months of 2024, Staff will focus on education of the new sign code with  
34 applicants and stakeholders. Code Enforcement efforts would not start until after July 1,  
35 2024.

36  
37 Bob Tyler moved to approve O22. Seconded by Paul Wymer

38  
39 The motion carried by a vote of 6 FOR and 0 AGAINST.

40 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
41 Nicole List

42 NO: None  
43

44 14.) O23, Ordinance Granting Vexus Fiber, LLC, a Non-Exclusive Franchise to Operate  
45 a Telecommunications Network Within the City Limits by Utilizing Public Places Via the  
46 Payment of Franchise Fees for a Period of 10 Years

1 Matt Geisel, City Manager gave a brief overview. The new sign code would be effective  
2 January 1, 2024. For the first six months of 2024, Staff will focus on education of the  
3 new sign code with applicants and stakeholders. Code Enforcement efforts would not  
4 start until after July 1, 2024. Vexus Fiber seeks to connect the local community by  
5 operating a telecommunications network that can provide greater bandwidth to meet the  
6 City's growing need for internet services. Approval of the Franchise Ordinance will help  
7 to facilitate options for citizens related to their internet service, and it will generate  
8 revenue for the City that will be used to fund and provide a variety of public services  
9 through the City's General Fund. Approval of the Ordinance does not prohibit another  
10 telecommunications provider's potential deployment of a telecommunications network  
11 and other services in Rio Rancho, should they desire to do so.

12  
13 Kevin Folk, with Vexus Fiber stated approval of the Franchise Ordinance will help to  
14 facilitate options for citizens related to their internet service, and it will generate revenue  
15 for the City that will be used to fund and provide a variety of public services through the  
16 City's General Fund. Approval of the Ordinance does not prohibit another  
17 telecommunications provider's potential deployment of a telecommunications network  
18 and other services in Rio Rancho, should they desire to do so. Vexus will bring 75 full-  
19 time construction jobs and 30-50 permanent jobs in engineering, tech ops, customer  
20 service, and sales.

21  
22 Jeremy Lenentine moved to approve O23. Seconded by Paul Wymer

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

25 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
26 Nicole List

27 NO: None

## 28 29 **Public Hearings**

30  
31 8.) O24, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning  
32 Classification and Official Zoning Map for the Property Legally Described as Unit 7,  
33 Block 18, Lots 128-129, and 132-134, from Unzoned to R-1: Single Family Residential;  
34 Providing for Severability and an Effective Date

35  
36 Councilor Wymer recused himself from this item due to a potential perceived conflict of  
37 interest due to past employment.

38  
39 Amy Rincon, Director of Development Services The applicant, requests approval of a  
40 Zone Map Amendment to change the zoning from Unzoned to R-1: Single Family  
41 Residential, for the property legally described as Unit 7, Block 18, Lots 128-129, and  
42 132-134. The subject property area combined is approximately 2.5 acres. The subject  
43 property is located off of 10th St. NW, a residential road, which is off of Northern Blvd.  
44 NW. The Planning and Zoning Board recommends approval.

45  
46 Bryan Aragon, Applicant provided a brief overview and was available for any questions.

1 Jim Owen moved to approve O24. Seconded by Jeremy Lenentine

2  
3 The motion carried by a vote of 5 FOR and 0 AGAINST.

4 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Nicole List

5 NO: None

6 RECUSED: Paul Wymer

7  
8 9.) R123, Resolution Amending the Lomas Negras Specific Area Plan to Update the  
9 Land Use Map (Exhibit 13) and the Future Land Use Table (Exhibit 12)

10  
11 Amy Rincon, Director of Development Services presented R123 and O25 together.  
12 This proposed Specific Area Plan Amendment is to update the Land Use Map and  
13 Exhibit 12: Future Land Use Table, in the Lomas Negras Specific Area Plan, to allow for  
14 compliance with the proposed Zone Map Amendment. The amendment requests the  
15 proposed Land Use be amended from "Neighborhood Corridor" to "Community  
16 Commercial" for the area legally described as Unit 13, Block 68, Lots 5-8. O25 is a  
17 request for a Zone Map Amendment from SU for C-1 and O-1 to SU: Special Use for  
18 Multi-Family Residential uses, for the subject property legally described as Unit 13,  
19 Block 68, Lots 5, 6, 7, and 8. The properties total 4 acres and are located between Inca  
20 Rd NE and Idalia Rd NE, addressed off of Inca Rd NE. The property is west of  
21 Broadmoor Blvd. NE and north of Northern Blvd. NE. The Planning and Zoning Board  
22 recommends approval.

23  
24 Angela M. Piarowski, CEO/Principal Modulus Architects & Land Use Planning, Inc  
25 provided a brief overview. This Special Use Zone Map Amendment request is to modify  
26 the existing Special Use zone for approximately 4 acres to change from the current  
27 SU/C-1 zoning to the proposed SU/R-6 zoning. A 150-unit multifamily project is  
28 proposed to be constructed on the site with the approval of the Special Use Zone Map  
29 Amendment request. The apartment homes propose a mix of 1-bedroom and 2-  
30 bedroom units.

31  
32 Paul Wymer moved to approve R123. Seconded by Jeremy Lenentine

33  
34 The following individual spoke under this item:

- 35 • Janice Curran  
36 • William Siever

37  
38 The motion carried by a vote of 5 FOR and 1 AGAINST.

39 YES: Gregory Hull, Jeremy Lenentine, Bob Tyler, Paul Wymer, Nicole List

40 NO: Jim Owen

41  
42 10) O25, Ordinance Amending the Zoning Classification and Official Zoning Map for the  
43 Property Legally Described as Rio Rancho Estates Unit 13, Block 68, Lots 5-8, From  
44 SU/C-1 and O-1 to Special Use (SU) for Multi-Family Residential, Identifying Conditions  
45 of Development, Providing for Severability and an Effective Date

1 Paul Wymer moved to approve O25. Seconded by Jeremy Lenentine

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

4 YES: Gregory Hull, Jeremy Lenentine, Paul Wymer, Nicole List

5 NO: Jim Owen, Bob Tyler

6  
7 **Second Reading of Ordinances**

8  
9 **Discussion and Deliberation**

10  
11 15.) R124, Resolution Authorizing a Budget Adjustment to the Infrastructure Fund (305)  
12 and the Capital Improvement Water Operations Fund (540) for the Northern Boulevard  
13 Reconstruction and Improvement Project

14  
15 BJ Gottlieb, Director of Public Works presented this item. The City of Rio Rancho  
16 received bids for the Northern Boulevard Reconstruction Project (N.M. 528 to Rockaway  
17 Boulevard) that includes full-depth roadway reconstruction; a new water line; and the  
18 replacement of damaged curbs, the existing asphalt path, and the existing curb ramp to  
19 comply with the Americans with Disabilities Act. Due to cost escalations in materials and  
20 labor for 2022 G.O. Bond projects, including this project, the Northern Boulevard project  
21 is underfunded. In 2021, the estimate for the project was \$3,959,600. This budget  
22 adjustment of \$3,750,000 for the roadway and \$1,531,176 for the utilities is necessary  
23 to allow the City to proceed with the construction of Northern Boulevard Reconstruction  
24 Project.

25  
26 Nicole List moved to approve R124. Seconded by Bob Tyler

27  
28 The motion carried by a vote of 6 FOR and 0 AGAINST.

29 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,

30 Nicole List

31 NO: None

32  
33 16.) D39, Advice and Consent of the Governing Body to Award Contract No. 24-034-  
34 PW: Northern Boulevard Reconstruction Project for a Total of \$7,496,749.16 (including  
35 NMGRTs) to Franklin's Earthmoving, Inc.

36  
37 BJ Gottlieb, Director of Public Works stated this item is a companion to R124. The  
38 construction duration for this project is estimated to be ten months from the notice to  
39 proceed date. An Invitation for Bid was issued, and the City received four bids of which  
40 Franklin's Earthmoving, Inc. was the low bidder. The proposed contract for Franklin's  
41 Earthmoving, totals \$7,496,749.16 including NMGRTs. The project for Northern  
42 Boulevard includes full-depth roadway reconstruction; a new water line; and the  
43 replacement of damaged curbs, the existing asphalt path, and the existing curb ramp to  
44 comply with the Americans with Disabilities Act.

45  
46 Nicole List moved to approve D39. Seconded by Paul Wymer

1 The motion carried by a vote of 6 FOR and 0 AGAINST.  
2 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
3 Nicole List  
4 NO: None

5  
6 **City Manager**

7  
8 Mr. Geisel stated the City is excited to host the annual Fall Festival on Saturday,  
9 October 21 from 2-8. At Campus Park at City Center.

10  
11 **Comments by Councilors**

12  
13 **Adjournment**

14  
15 7:41

16  
17 APPROVED THIS OCTOBER 26, 2023

18  
19 \_\_\_\_\_  
20 Gregory D. Hull, Mayor

21 ATTEST:  
22  
23 \_\_\_\_\_  
24 Rebecca A. Martinez, City Clerk  
25 SEAL



Governing Body  
City of Rio Rancho

MINUTES  
OCTOBER 12, 2023  
6:00 PM  
Council Chambers, City Hall

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MEMBERS PRESENT:

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

STAFF PRESENT:

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

MEMBERS ABSENT:

Karissa Culbreath, Councilor Dist. 5

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9  
10 **Call to Order and Pledge of Allegiance**

11  
12 Mayor Hull called the meeting to order at 6:00 p.m.

13  
14 Mayor Hull stated at 5:00 p.m. the Governing Body held a closed session in accordance  
15 with Section 10-15-1 (H)(8) NMSA 1978, meetings for the discussion of the purchase,  
16 acquisition or disposal of real property or water rights by the public body. No action was  
17 taken at this session.

18  
19 Councilor Culbreath has been excused from the meeting.

20  
21 Mayor Hull moved a portion of the City Manager Report, RRPS G.O. Bond 2023  
22 Presentation to be heard after Public Forum and O23 to be heard after Boards &  
23 Commission. There was no objection from the Governing Body.

24  
25 **Proclamations and Awards of Merit**

26 **Public Forum**

27 **City Manager**

28  
29 17.) Rio Rancho Public Schools G.O. Bond 2023 Presentation

30  
31 Beth Pendergrass, Chief Communications, Strategy and Engagement Officer gave a  
32 brief overview of the Rio Rancho Public School Bond Election on November 7, 2023.  
33 The Bond Measures is \$80 million over the next four years with no tax rate increase and  
34 SB-9 Measure: Public School Capital Improvements Tax is \$5,473,346 each year for six  
35 years. There is no increase to the tax rate and provides essential dollars to Rio Rancho

1 Public Schools, the ASK Academy, Sandoval Academy of Bilingual Education and  
2 Explora Academy for general maintenance, repairs and capital improvements.

3  
4 **Comments by Councilors**  
5 **Consent Calendar**

- 6  
7 1.) Minutes of September 28, 2023 Regular Meeting  
8 2.) R117, Resolution Authorizing a Budget Adjustment to the Computer and Software  
9 Fund (311) and the Utility Operating Fund (501) to Properly Classify Expenditures  
10 3.) R118, Resolution Authorizing the Disposal of Stored Information Technology  
11 Property  
12 4.) R119, Resolution Authorizing the Disposal of Recreational Property  
13 5.) R120, Resolution Authorizing a Budget Adjustment to the Municipal Gas Tax Fund  
14 (270) for Signal Detection Replacement Projects  
15 6.) R121, Resolution Authorizing Participation in the Transportation Project Fund (TPF)  
16 Program Administered by the New Mexico Department of Transportation (NMDOT) for  
17 Program Year 2024  
18 7.) R122, Resolution Authorizing the Disposal of Library and Information Services  
19 Department Property

20  
21 Bob Tyler moved to approve Consent Calendar. Seconded by Paul Wymer

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

24 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
25 Nicole List

26 NO: None  
27

28 **Boards and Commissions**  
29 **First Reading of Ordinances**

- 30  
31 11.) O20, Ordinance Amending Chapter 36, Finance and Revenue, Sections 36.05  
32 through 36.08

33  
34 Carol Jaramillo, Director of Financial Services presented this item. The proposed  
35 amends Sections 36.05 through 36.08 of Municipal Code address various financial  
36 operations of the City. Specifically addressed are certain limitations on expenditures,  
37 requirements of recording and reporting on the City's finances, the payment of City  
38 funds, and audit requirements. These sections have not been updated in more than 30  
39 years and require clarification and modification to ensure consistency with modern  
40 technology and processes, as well as the requirements of the Office of the State  
41 Auditor. Approval of the amendment will clarify and modernize the Municipal Code to  
42 enable compliant use of current technologies.

43  
44 Jeremy Lenentine moved to approve O20. Seconded by Jim Owen

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

1 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
2 Nicole List  
3 NO: None  
4

5 12.) O21, Ordinance Amending Chapter 154, Planning and Zoning, for the Addition of  
6 Off-Premises Advertising Signs to Section 154.45; Providing for Severability and an  
7 Effective Date  
8

9 Amy Rincon, Director of Development Services presented this item. Staff seeks to  
10 amend R.O. 2003 Chapter 154 Planning and Zoning for the addition of Off-Premises  
11 Digital Advertising Signs to Section 154.45, being moved from its existent location in  
12 R.O. 2003 Chapter 156.33. The Planning and Zoning Board recommends approval.  
13

14 Bob Tyler moved to approve O21. Seconded by Paul Wymer  
15

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

17 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
18 Nicole List  
19 NO: None  
20

21 13.) O22, Ordinance Repealing and Replacing Chapter 156, Sign Regulations;  
22 Providing for Severability and an Effective Date  
23

24 Amy Rincon, Director of Development Services stated staff is seeking repeal and  
25 replace of Rio Rancho Code of Ordinances (R.O. 2003) Title XV Land Uses Chapter  
26 156 Sign Regulations. The Planning and Zoning Board approved the text amendment  
27 and recommend approval. The new sign code would be effective January 1, 2024. For  
28 the first six months of 2024, Staff will focus on education of the new sign code with  
29 applicants and stakeholders. Code Enforcement efforts would not start until after July 1,  
30 2024.  
31

32 Bob Tyler moved to approve O22. Seconded by Paul Wymer  
33

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

35 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
36 Nicole List  
37 NO: None  
38

39 14.) O23, Ordinance Granting Vexus Fiber, LLC, a Non-Exclusive Franchise to Operate  
40 a Telecommunications Network Within the City Limits by Utilizing Public Places Via the  
41 Payment of Franchise Fees for a Period of 10 Years  
42

43 Matt Geisel, City Manager gave a brief overview. The new sign code would be effective  
44 January 1, 2024. For the first six months of 2024, Staff will focus on education of the  
45 new sign code with applicants and stakeholders. Code Enforcement efforts would not  
46 start until after July 1, 2024. Vexus Fiber seeks to connect the local community by

1 operating a telecommunications network that can provide greater bandwidth to meet the  
2 City's growing need for internet services. Approval of the Franchise Ordinance will help  
3 to facilitate options for citizens related to their internet service, and it will generate  
4 revenue for the City that will be used to fund and provide a variety of public services  
5 through the City's General Fund. Approval of the Ordinance does not prohibit another  
6 telecommunications provider's potential deployment of a telecommunications network  
7 and other services in Rio Rancho, should they desire to do so.

8  
9 Kevin Folk, with Vexus Fiber stated approval of the Franchise Ordinance will help to  
10 facilitate options for citizens related to their internet service, and it will generate revenue  
11 for the City that will be used to fund and provide a variety of public services through the  
12 City's General Fund. Approval of the Ordinance does not prohibit another  
13 telecommunications provider's potential deployment of a telecommunications network  
14 and other services in Rio Rancho, should they desire to do so. Vexus will bring 75 full-  
15 time construction jobs and 30-50 permanent jobs in engineering, tech ops, customer  
16 service, and sales.

17  
18 Jeremy Lenentine moved to approve O23. Seconded by Paul Wymer

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

21 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
22 Nicole List

23 NO: None  
24

## 25 **Public Hearings**

26  
27 8.) O24, Ordinance of the City of Rio Rancho, New Mexico Amending the Zoning  
28 Classification and Official Zoning Map for the Property Legally Described as Unit 7,  
29 Block 18, Lots 128-129, and 132-134, from Unzoned to R-1: Single Family Residential;  
30 Providing for Severability and an Effective Date

31  
32 Councilor Wymer recused himself from this item due to a potential perceived conflict of  
33 interest due to past employment.

34  
35 Amy Rincon, Director of Development Services The applicant, requests approval of a  
36 Zone Map Amendment to change the zoning from Unzoned to R-1: Single Family  
37 Residential, for the property legally described as Unit 7, Block 18, Lots 128-129, and  
38 132-134. The subject property area combined is approximately 2.5 acres. The subject  
39 property is located off of 10th St. NW, a residential road, which is off of Northern Blvd.  
40 NW. The Planning and Zoning Board recommends approval.

41  
42 Bryan Aragon, Applicant provided a brief overview and was available for any questions.  
43 Jim Owen moved to approve O24. Seconded by Jeremy Lenentine

44  
45 The motion carried by a vote of 5 FOR and 0 AGAINST.

46 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Nicole List

1 NO: None  
2 RECUSED: Paul Wymer  
3

4 9.) R123, Resolution Amending the Lomas Negras Specific Area Plan to Update the  
5 Land Use Map (Exhibit 13) and the Future Land Use Table (Exhibit 12)  
6

7 Amy Rincon, Director of Development Services presented R123 and O25 together.  
8 This proposed Specific Area Plan Amendment is to update the Land Use Map and  
9 Exhibit 12: Future Land Use Table, in the Lomas Negras Specific Area Plan, to allow for  
10 compliance with the proposed Zone Map Amendment. The amendment requests the  
11 proposed Land Use be amended from "Neighborhood Corridor" to "Community  
12 Commercial" for the area legally described as Unit 13, Block 68, Lots 5-8. O25 is a  
13 request for a Zone Map Amendment from SU for C-1 and O-1 to SU: Special Use for  
14 Multi-Family Residential uses, for the subject property legally described as Unit 13,  
15 Block 68, Lots 5, 6, 7, and 8. The properties total 4 acres and are located between Inca  
16 Rd NE and Idalia Rd NE, addressed off of Inca Rd NE. The property is west of  
17 Broadmoor Blvd. NE and north of Northern Blvd. NE. The Planning and Zoning Board  
18 recommends approval.  
19

20 Angela M. Piarowski, CEO/Principal Modulus Architects & Land Use Planning, Inc  
21 provided a brief overview. This Special Use Zone Map Amendment request is to modify  
22 the existing Special Use zone for approximately 4 acres to change from the current  
23 SU/C-1 zoning to the proposed SU/R-6 zoning. A 150-unit multifamily project is  
24 proposed to be constructed on the site with the approval of the Special Use Zone Map  
25 Amendment request. The apartment homes propose a mix of 1-bedroom and 2-  
26 bedroom units.  
27

28 Paul Wymer moved to approve R123. Seconded by Jeremy Lenentine  
29

30 The following individual spoke under this item:

- 31 • Janice Curran
  - 32 • William Siever
- 33

34 The motion carried by a vote of 5 FOR and 1 AGAINST.

35 YES: Gregory Hull, Jeremy Lenentine, Bob Tyler, Paul Wymer, Nicole List

36 NO: Jim Owen  
37

38 10) O25, Ordinance Amending the Zoning Classification and Official Zoning Map for the  
39 Property Legally Described as Rio Rancho Estates Unit 13, Block 68, Lots 5-8, From  
40 SU/C-1 and O-1 to Special Use (SU) for Multi-Family Residential, Identifying Conditions  
41 of Development, Providing for Severability and an Effective Date  
42

43 Paul Wymer moved to approve O25. Seconded by Jeremy Lenentine  
44

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

46 YES: Gregory Hull, Jeremy Lenentine, Paul Wymer, Nicole List

1 NO: Jim Owen, Bob Tyler

2  
3 **Second Reading of Ordinances**  
4 **Discussion and Deliberation**

5  
6 15.) R124, Resolution Authorizing a Budget Adjustment to the Infrastructure Fund (305)  
7 and the Capital Improvement Water Operations Fund (540) for the Northern Boulevard  
8 Reconstruction and Improvement Project

9  
10 BJ Gottlieb, Director of Public Works presented this item. The City of Rio Rancho  
11 received bids for the Northern Boulevard Reconstruction Project (N.M. 528 to Rockaway  
12 Boulevard) that includes full-depth roadway reconstruction; a new water line; and the  
13 replacement of damaged curbs, the existing asphalt path, and the existing curb ramp to  
14 comply with the Americans with Disabilities Act. Due to cost escalations in materials and  
15 labor for 2022 G.O. Bond projects, including this project, the Northern Boulevard project  
16 is underfunded. In 2021, the estimate for the project was \$3,959,600. This budget  
17 adjustment of \$3,750,000 for the roadway and \$1,531,176 for the utilities is necessary  
18 to allow the City to proceed with the construction of Northern Boulevard Reconstruction  
19 Project.

20  
21 Nicole List moved to approve R124. Seconded by Bob Tyler

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

24 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
25 Nicole List

26 NO: None

27  
28 16.) D39, Advice and Consent of the Governing Body to Award Contract No. 24-034-  
29 PW: Northern Boulevard Reconstruction Project for a Total of \$7,496,749.16 (including  
30 NMGRTs) to Franklin's Earthmoving, Inc.

31  
32 BJ Gottlieb, Director of Public Works stated this item is a companion to R124. The  
33 construction duration for this project is estimated to be ten months from the notice to  
34 proceed date. An Invitation for Bid was issued, and the City received four bids of which  
35 Franklin's Earthmoving, Inc. was the low bidder. The proposed contract for Franklin's  
36 Earthmoving, totals \$7,496,749.16 including NMGRTs. The project for Northern  
37 Boulevard includes full-depth roadway reconstruction; a new water line; and the  
38 replacement of damaged curbs, the existing asphalt path, and the existing curb ramp to  
39 comply with the Americans with Disabilities Act.

40  
41 Nicole List moved to approve D39. Seconded by Paul Wymer

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

43 YES: Gregory Hull, Jim Owen, Jeremy Lenentine, Bob Tyler, Paul Wymer,  
44 Nicole List

45 NO: None

1 **City Manager**

2  
3 Mr. Geisel stated the City is excited to host the annual Fall Festival on Saturday,  
4 October 21 from 2-8. At Campus Park at City Center.

5  
6 **Comments by Councilors**

7  
8 **Adjournment**

9  
10 7:41 p.m.

11 APPROVED THIS OCTOBER 26, 2023

12  
13

14

15

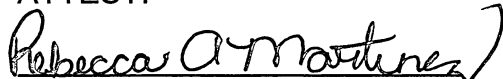
16 ATTEST:

17

18

19

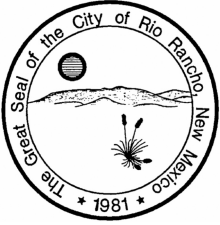
20



Rebecca A. Martinez, City Clerk

SEAL

  
Greggory D. Hull, Mayor



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R125**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Administration

**SUBJECT:**  
R125, Resolution Approving 2024 Holiday Schedule for City Employees

**BACKGROUND AND ANALYSIS:**  
Each year, the Governing Body approves the holiday schedule for City employees. The list of 12 recognized holidays proposed for 2024 remain the same as those approved in 2023.

**IMPACT:**  
By approving the Resolution, the Governing Body upholds the City's contractual agreements with the RRPCA, RRFA and AFSCME bargaining units and comply with City Personnel Policies and Procedures for non-union represented employees.

**ALTERNATIVES:**  
Approve the Resolution.  
  
Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**  
Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)  
**ATTACHMENT:** [R125 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION APPROVING 2024 HOLIDAY SCHEDULE FOR CITY EMPLOYEES**

**WHEREAS:** each year, the Governing Body of the City of Rio Rancho approves a holiday schedule which is consistent with the prior year and conforms to the contractual agreements the City has made with bargaining units; and

**WHEREAS:** the following dates are the proposed 2024 holidays; and

**WHEREAS:** holidays that fall on weekends are typically observed on the Friday preceding or the Monday following the actual holiday.

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

The following dates are approved as legal holidays for the City of Rio Rancho.

New Year's Day	Monday	January 1, 2024
Martin Luther King, Jr. Day	Monday	January 15, 2024
Memorial Day	Monday	May 27, 2024
Juneteenth	Wednesday	June 19, 2024
Independence Day	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024
Indigenous Peoples' Day	Monday	October 14, 2024
Veterans Day	Monday	November 11, 2024
Thanksgiving Day	Thursday	November 28, 2024
Thanksgiving Friday	Friday	November 29, 2024
Christmas Eve	Tuesday	December 24, 2024
Christmas Day	Wednesday	December 25, 2024

ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2023

\_\_\_\_\_  
Gregory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 125**

**ENACTMENT NO. 23-126**

**RESOLUTION APPROVING 2024 HOLIDAY SCHEDULE FOR CITY EMPLOYEES**

**WHEREAS:** each year, the Governing Body of the City of Rio Rancho approves a holiday schedule which is consistent with the prior year and conforms to the contractual agreements the City has made with bargaining units; and

**WHEREAS:** the following dates are the proposed 2024 holidays; and

**WHEREAS:** holidays that fall on weekends are typically observed on the Friday preceding or the Monday following the actual holiday.

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

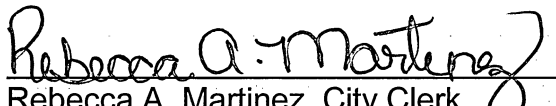
The following dates are approved as legal holidays for the City of Rio Rancho.

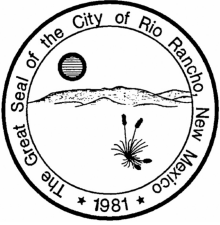
New Year's Day	Monday	January 1, 2024
Martin Luther King, Jr. Day	Monday	January 15, 2024
Memorial Day	Monday	May 27, 2024
Juneteenth	Wednesday	June 19, 2024
Independence Day	Thursday	July 4, 2024
Labor Day	Monday	September 2, 2024
Indigenous Peoples' Day	Monday	October 14, 2024
Veterans Day	Monday	November 11, 2024
Thanksgiving Day	Thursday	November 28, 2024
Thanksgiving Friday	Friday	November 29, 2024
Christmas Eve	Tuesday	December 24, 2024
Christmas Day	Wednesday	December 25, 2024

ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Gregory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R126**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Parks, Recreation & Community Services

**SUBJECT:**  
R126, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) to Plan, Design, and Construct City Center Campus Park Phase 2

**BACKGROUND AND ANALYSIS:**

As part of its 2023 regular session, the NM Legislature appropriated \$350,000 (23-H3171) to plan, design, and construct City Center Campus Park Phase 2. Funding for Campus Phase 2 was included in the Governing Body's 2023 Capital Outlay Funding Priority Resolution.

These funds will be combined with funding previously appropriated by the NM Legislature and funding included in the current FY 24 Budget to complete the design and construction of Phase 2.

Phase 2 will include tiered vendor and programming areas, a small performance viewing area, pedestrian routes, site grading, landscaping, electrical (including pedestrian lighting), renovation of adjacent parking lot spaces (to the west) to create event handicap parking and pedestrian access between those parking lot spaces and Campus Park, and expanded areas for food truck parking and access to power.

Once plans are finalized, a final cost estimate will be used to determine if additional funds will be needed to complete the construction of Phase 2.

**IMPACT:**  
The proposed Resolution will create the budget and line items necessary to implement the grant awarded by the State.

**ALTERNATIVES:**  
Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**  
Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)

ATTACHMENT: [R126 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) TO PLAN, DESIGN AND  
CONSTRUCT CITY CENTER CAMPUS PARK PHASE 2**

**WHEREAS:** the State Legislature has appropriated \$350,000 (23-H3171) in grant funds to plan, design, and construct Phase 2 of Campus Park at 2516 King Blvd. NE in Rio Rancho, New Mexico, and

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

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

That authorization is given the following budget adjustment:

State Appropriation Capital Fund (315)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants Revenue	PR2428	\$4,344,692	\$ 350,000		\$4,694,692
Total Sources		\$4,344,692	\$ 350,000		\$4,694,692

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.76-10 Park Projects	PR2428	\$716,193	\$350,000		\$1,066,193
Total Uses		\$716,193	\$350,000		\$1,066,193

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



CITY OF RIO RANCHO  
RESOLUTION

RESOLUTION NO. 126

ENACTMENT NO. 23-127

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) TO PLAN, DESIGN AND  
CONSTRUCT CITY CENTER CAMPUS PARK PHASE 2**

**WHEREAS:** the State Legislature has appropriated \$350,000 (23-H3171) in grant funds to plan, design, and construct Phase 2 of Campus Park at 2516 King Blvd. NE in Rio Rancho, New Mexico, and

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

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


That authorization is given the following budget adjustment:

State Appropriation Capital Fund (315)

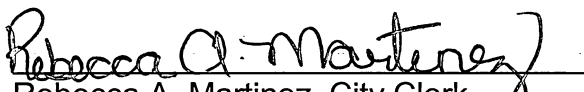
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants Revenue	PR2428	\$4,344,692	\$350,000		\$4,694,692
Total Sources		\$4,344,692	\$350,000		\$4,694,692

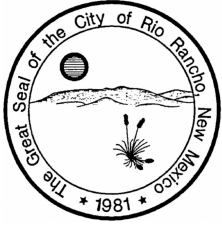
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.76-10 Park Projects	PR2428	\$716,193	\$350,000		\$1,066,193
Total Uses		\$716,193	\$350,000		\$1,066,193

ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Gregory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R127**

**AGENDA DATE:**

October 26, 2023

**DEPARTMENT:**

Parks, Recreation & Community Services

**SUBJECT:**

R127, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) and Recreation Activities Fund (206) to Replace Rainbow Pool Sand Filter

**BACKGROUND AND ANALYSIS:**

As part of its 2023 regular session, the NM Legislature appropriated \$134,000 (23-H3177) in grant funds to plan, design, construct, replace, renovate, and equip the Rainbow Pool facility, and to specifically replace the pool sand filter located at 301 Southern Blvd. SE.

Funding to replace equipment at Rainbow Pool was included in the Governing Body's 2023 Capital Outlay Funding Priority Resolution.

The existing sand filter is original to the pool and can no longer be made to work reliably or efficiently. The sand filter is essential to the operation of the pool.

The State funding source has a one percent for the arts allocation (AIPP); therefore, the State will retain \$1,340 for AIPP and the City will budget \$132,660 in State funding to replace the sand filter. The current estimate to replace the sand filter requires an additional \$11,706 in City funding to complete the work, and funding has been identified in the Recreation Activities (Fund 206).

If the resolution is approved as proposed, work can be completed before the 2024 outdoor pool season starts and minimize the impact on citizen access to the pool.

**IMPACT:**

If the Resolution is approved, work can be completed before the 2024 outdoor pool season starts and minimize any impact on citizen access to the pool.

**ALTERNATIVES:**

Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**

Staff recommends approval of the Resolution.

ATTACHMENT: [Resolution](#)  
ATTACHMENT: [R127 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) AND RECREATION ACTIVITIES  
FUND (FUND 206) TO REPLACE RAINBOW POOL SAND FILTER**

**WHEREAS:** the State Legislature has appropriated \$134,000 (23-H3177) in grant funds to plan, design, construct, replace, renovate, and equip the Rainbow Pool facility, and to specifically replace the pool sand filter located at 301 Southern Blvd. SE; and

**WHEREAS:** the State funding source has a one percent for the arts allocation (AIPP); therefore, the State will retain \$1,340 for AIPP, and the City will budget \$132,660 in State funding to replace the Rainbow Pool sand filter; and

**WHEREAS:** the current estimate to replace the sand filter requires an additional \$11,706 in City Funding to complete the work, and funding has been identified in the Recreation Activities Fund; and

**WHEREAS:** a budget adjustment is necessary to expend the grant funds as intended and adequately fund the project.

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

That authorization is given the following budget adjustment:

**State Appropriation Capital Fund (315)**

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants	PR2429	\$4,344,692	\$ 132,660		\$4,477,352
<b>Total Sources</b>		<b>\$4,344,692</b>	<b>\$ 132,660</b>		<b>\$4,477,352</b>

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.70-25 Capital Expenditures/ Major Furniture and Equipment	PR2429	\$0	\$132,660		\$132,660
<b>Total Uses</b>		<b>\$0</b>	<b>\$132,660</b>		<b>\$132,660</b>

1

Recreation Activities Fund (206)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
206-0000-450.70-25 Capital Expenditures/ Major Furniture and Equipment	PR2429	\$0	\$11,706		\$11,706
206-0000-450.90-01 Ending Fund Balance Unreserved	N/A	\$156,755		\$11,706	\$145,049
Total Uses		\$156,755	\$11,706	\$11,706	\$156,755

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ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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Greggory D. Hull, Mayor

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ATTEST:

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\_\_\_\_\_  
Rebecca A. Martinez, City Clerk

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(SEAL)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 127**

**ENACTMENT NO. 23-128**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) AND RECREATION ACTIVITIES  
FUND (FUND 206) TO REPLACE RAINBOW POOL SAND FILTER**

**WHEREAS:** the State Legislature has appropriated \$134,000 (23-H3177) in grant funds to plan, design, construct, replace, renovate, and equip the Rainbow Pool facility, and to specifically replace the pool sand filter located at 301 Southern Blvd. SE; and

**WHEREAS:** the State funding source has a one percent for the arts allocation (AIPP); therefore, the State will retain \$1,340 for AIPP, and the City will budget \$132,660 in State funding to replace the Rainbow Pool sand filter; and

**WHEREAS:** the current estimate to replace the sand filter requires an additional \$11,706 in City Funding to complete the work, and funding has been identified in the Recreation Activities Fund; and

**WHEREAS:** a budget adjustment is necessary to expend the grant funds as intended and adequately fund the project.

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

That authorization is given the following budget adjustment:

**State Appropriation Capital Fund (315)**

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants	PR2429	\$4,344,692	\$ 132,660		\$4,477,352
Total Sources		\$4,344,692	\$ 132,660		\$4,477,352

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.70-25 Capital Expenditures/ Major Furniture and Equipment	PR2429	\$0	\$132,660		\$132,660
Total Uses		\$0	\$132,660		\$132,660

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Recreation Activities Fund (206)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
206-0000-450.70-25 Capital Expenditures/ Major Furniture and Equipment	PR2429	\$0	\$11,706		\$11,706
206-0000-450.90-01 Ending Fund Balance Unreserved	N/A	\$156,755		\$11,706	\$145,049
Total Uses		\$156,755	\$11,706	\$11,706	\$156,755

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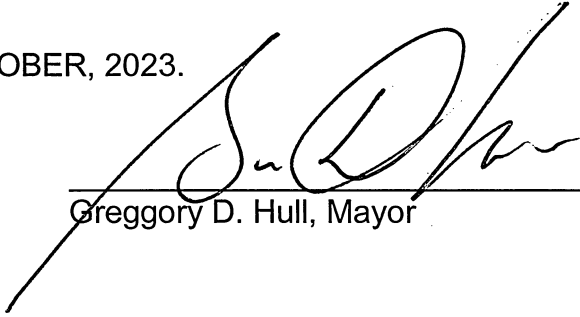
ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

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Greggory D. Hull, Mayor

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ATTEST:

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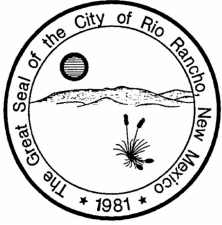



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Rebecca A. Martinez, City Clerk  
(SEAL)

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**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R128**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Parks, Recreation & Community Services

**SUBJECT:**  
R128, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) to Replace the Playground and Surfacing, Purchase and Install Shade Structures, and Improve Access at the Rio Rancho Sports Complex

**BACKGROUND AND ANALYSIS:**

As part of its 2023 regular session, the NM Legislature appropriated \$327,000 (23-H3178) in grant funds to replace the playground and surfacing, purchase and install shade structures, and improve access at the Rio Rancho Sports Complex at 3501 High Resort Blvd.

Funding to replace the playground and surfacing, improve parking lot access, and add a shade structure at the Rio Rancho Sports Complex was included in the Governing Body's 2023 Capital Outlay Funding Priority Resolution.

The Rio Rancho Sports Complex playground is the original playground that was installed in 1995 and is in need of replacement.

Grant funds will allow the City to demolish the existing 2- to 12-year-old child playground structure and remove the current playground surface materials. The new playground equipment and surfacing materials purchased and installed will be ADA-compliant, include integrated shade features, and will be more accessible with pedestrian route improvements between the playground area and the parking lot.

**IMPACT:**  
The grant funds will allow the City to replace the Rio Rancho Sports Complex playground.

**ALTERNATIVES:**  
Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**  
Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)

ATTACHMENT: [R128 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) TO REPLACE THE PLAYGROUND  
AND SURFACING, PURCHASE AND INSTALL SHADE STRUCTURES AND  
IMPROVE ACCESS AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the State Legislature has appropriated \$327,000 (23-H3178) in grant funds to replace the playground and surfacing, purchase and install shade structures, and improve access at the Rio Rancho Sports Complex located at 3501 High Resort Blvd; and

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

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

That authorization is given the following budget adjustment:

State Appropriation Capital Fund (315)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants Revenue	PR2430	\$4,344,692	\$ 327,000		\$4,671,692
<b>Total Sources</b>		<b>\$4,344,692</b>	<b>\$ 327,000</b>		<b>\$4,671,692</b>

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.76-10 Park Projects	PR2430	\$716,193	\$327,000		\$1,043,193
<b>Total Uses</b>		<b>\$716,193</b>	<b>\$327,000</b>		<b>\$1,043,193</b>

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 128**

**ENACTMENT NO. 23-129**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) TO REPLACE THE PLAYGROUND  
AND SURFACING, PURCHASE AND INSTALL SHADE STRUCTURES AND  
IMPROVE ACCESS AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the State Legislature has appropriated \$327,000 (23-H3178) in grant funds to replace the playground and surfacing, purchase and install shade structures, and improve access at the Rio Rancho Sports Complex located at 3501 High Resort Blvd; and

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

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

That authorization is given the following budget adjustment:

State Appropriation Capital Fund (315)

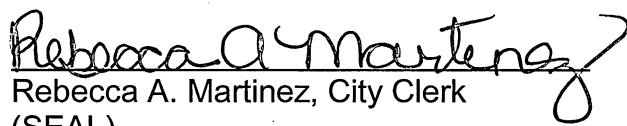
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants Revenue	PR2430	\$4,344,692	\$ 327,000		\$4,671,692
Total Sources		\$4,344,692	\$ 327,000		\$4,671,692

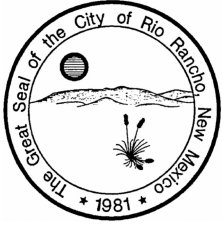
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.76-10 Park Projects	PR2430	\$716,193	\$327,000		\$1,043,193
Total Uses		\$716,193	\$327,000		\$1,043,193

ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R129**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Utilities

**SUBJECT:**  
R129, Resolution Authorizing a Budget Adjustment to the Utilities Equipment Replacement Fund (512) for a Two-Year Extended Warranty for the Hydro Excavator

**BACKGROUND AND ANALYSIS:**

Included in the current FY 24 Budget was the purchase of a Hydro Excavator used to repair water main and service line leaks and pothole water lines and install new meters. A total of \$732,903 was budgeted to purchase this piece of equipment.

Staff have obtained a quote for \$691,964 to purchase the Hydro Excavator. Included in the quote is a two-year extended warranty for \$34,410. The cost of the extended warranty cannot be capitalized. Therefore, a budget adjustment of \$34,410 is proposed to reallocate funds from Capital Expenditures - Vehicles and Heavy Equipment to Contract Services for the two-year extended warranty.

**IMPACT:**

Funding for the two-year extended warranty will be reallocated to Contract Services to ensure that only the actual cost of the Hydro Excavator is capitalized.

The proposed budget adjustment will not impact the General Fund.

**ALTERNATIVES:**

Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**

Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)

**ATTACHMENT:** [R129 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE UTILITIES  
EQUIPMENT REPLACEMENT FUND (512) FOR A TWO-YEAR EXTENDED  
WARRANTY FOR THE HYDRO EXCAVATOR**

**WHEREAS:** funding to purchase a Hydro Excavator was included in the FY24 budget;  
and

**WHEREAS:** the cost of the Hydro Excavator includes a two-year extended warranty  
that must be re-allocated to Contract Services because this item cannot  
be capitalized; and

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

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

That authorization is given for the following budget adjustment:

Utilities Equipment Repair Fund (512)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
512-0000-505-3207 Contract Services		\$0	\$34,410		\$34,410
512-0000-505-7015 Vehicles & Heavy Equip		\$2,368,757		\$34,410	\$2,334,347
Total Expense		\$2,368,757	\$34,410	\$34,410	\$2,368,757

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



CITY OF RIO RANCHO  
RESOLUTION

RESOLUTION NO. 129

ENACTMENT NO. 23-130

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE UTILITIES  
EQUIPMENT REPLACEMENT FUND (512) FOR A TWO-YEAR EXTENDED  
WARRANTY FOR THE HYDRO EXCAVATOR**

**WHEREAS:** funding to purchase a Hydro Excavator was included in the FY24 budget;  
and

**WHEREAS:** the cost of the Hydro Excavator includes a two-year extended warranty  
that must be re-allocated to Contract Services because this item cannot  
be capitalized; and

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

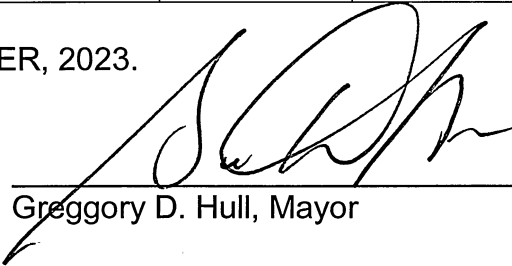
**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY  
OF RIO RANCHO:**

That authorization is given for the following budget adjustment:

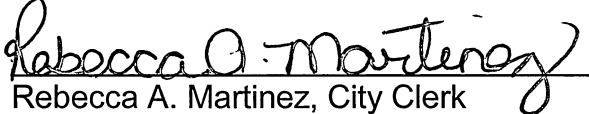
Utilities Equipment Repair Fund (512)

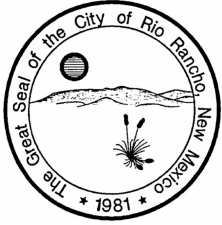
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
512-0000-505-3207 Contract Services		\$0	\$34,410		\$34,410
512-0000-505-7015 Vehicles & Heavy Equip		\$2,368,757		\$34,410	\$2,334,347
Total Expense		\$2,368,757	\$34,410	\$34,410	\$2,368,757

ADOPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R130**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Parks, Recreation & Community Services

**SUBJECT:**  
R130, Resolution Authorizing a Budget Adjustment to the State Appropriation Capital Fund (315) to Plan, Design, Construct, and Improve Parking Lots at the Rio Rancho Sports Complex

**BACKGROUND AND ANALYSIS:**

As part of its 2023 regular session, the NM Legislature appropriated \$250,000 (23-H3179) in grant funds to plan, design, construct, and improve parking lots at the Rio Rancho Sports Complex located at 3501 High Resort Blvd.

Funding to plan, design, and reconstruct parking lots at the Rio Rancho Sports Complex was included in the Governing Body's 2023 Capital Outlay Funding Priority Resolution.

Specifically, the parking lot that serves fields 1 and 2 at the Sports Complex will be replaced. The existing asphalt parking lot (except the handicapped parking stalls, access aisles, and drop-off location, which were replaced utilizing Federal Community Development Block Grant funding) was constructed in 1995 and is in need of replacement.

**IMPACT:**

The grant funds will allow the City to move forward with designing and replacing the asphalt parking lot that serves fields 1 and 2 at the Rio Rancho Sports Complex.

**ALTERNATIVES:**

Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**

Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)

**ATTACHMENT:** [R130 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) TO PLAN, DESIGN, CONSTRUCT,  
AND IMPROVE PARKING LOTS AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the State Legislature has appropriated \$250,000 (23-H3179) in grant funds to plan, design, construct, and improve parking lots at the Rio Rancho Sports Complex at 3501 High Resort Blvd.; and

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

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

That authorization is given the following budget adjustment:

State Appropriation Capital Fund (315)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants Revenue	PR2431	\$4,344,692	\$ 250,000		\$4,594,692
Total Sources		\$4,344,692	\$ 250,000		\$4,594,692

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.76-10 Park Projects	PR2431	\$716,193	\$250,000		\$966,193
Total Uses		\$716,193	\$250,000		\$966,193

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



CITY OF RIO RANCHO  
RESOLUTION

RESOLUTION NO. 130

ENACTMENT NO. 23-131

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE STATE  
APPROPRIATION CAPITAL FUND (FUND 315) TO PLAN, DESIGN, CONSTRUCT,  
AND IMPROVE PARKING LOTS AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the State Legislature has appropriated \$250,000 (23-H3179) in grant funds to plan, design, construct, and improve parking lots at the Rio Rancho Sports Complex at 3501 High Resort Blvd.; and

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

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

That authorization is given the following budget adjustment:

State Appropriation Capital Fund (315)


Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-334.50-00 State Grants Revenue	PR2431	\$4,344,692	\$ 250,000		\$4,594,692
Total Sources		\$4,344,692	\$ 250,000		\$4,594,692

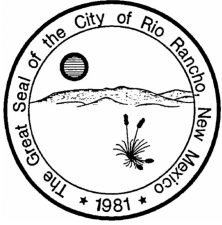
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
315-0000-416.76-10 Park Projects	PR2431	\$716,193	\$250,000		\$966,193
Total Uses		\$716,193	\$250,000		\$966,193

ADOPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023.

  
Greggory D. Hull, Mayor

ATTEST:

  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R131**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Parks, Recreation & Community Services

**SUBJECT:**  
R131, Resolution Authorizing the Disposal of Playground Structures at the Rio Rancho Sports Complex

**BACKGROUND AND ANALYSIS:**

The playground at the Rio Rancho Sports Complex (Asset #919) is the original playground that was installed in 1995. Due to age, deterioration, and lack of available replacement parts, the playground is in need of replacement. The asset is fully depreciated.

State funding will allow the City to demolish the existing 2- to 12-year old child playground structure and remove the current playground surface materials. The new playground equipment and playground surfacing materials that will be purchased and installed will be ADA compliant, include integrated shade features, and will be made more accessible with pedestrian route improvements between the playground area and the parking lot.

Staff is seeking to dispose of this asset in order to install a replacement. The disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for Governing Body approval for property that does not exceed \$2,500

**IMPACT:**  
Approval of the Resolution will enable the City to dispose of obsolete and non-repairable property.

**ALTERNATIVES:**  
Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**  
Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)  
**ATTACHMENT:** [R131 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING THE DISPOSAL OF PLAYGROUND STRUCTURES  
AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the Parks, Recreation and Community Services Department has State funding to replace the playground structures (Asset #919) and surfacing at the Rio Rancho Sports Complex; and

**WHEREAS:** due to age, deterioration, and lack of replacement parts, these structures have become obsolete and are fully depreciated; and

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

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

That formal authorization is hereby given to remove and dispose of the playground structures and surfacing at the Rio Rancho Sports Complex addressed as 3501 High Resort Blvd. SE in Rio Rancho, NM.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 131**

**ENACTMENT NO. 23-132**

**RESOLUTION AUTHORIZING THE DISPOSAL OF PLAYGROUND STRUCTURES  
AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the Parks, Recreation and Community Services Department has State funding to replace the playground structures (Asset #919) and surfacing at the Rio Rancho Sports Complex; and

**WHEREAS:** due to age, deterioration, and lack of replacement parts, these structures have become obsolete and are fully depreciated; and

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

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

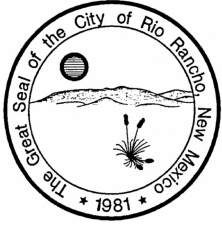
That formal authorization is hereby given to remove and dispose of the playground structures and surfacing at the Rio Rancho Sports Complex addressed as 3501 High Resort Blvd. SE in Rio Rancho, NM.

ADOPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R132**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Parks, Recreation & Community Services

**SUBJECT:**  
R132, Resolution Authorizing the Disposal of Field 1 and 2 Parking Lot at the Rio Rancho Sports Complex

**BACKGROUND AND ANALYSIS:**

The parking lot serving fields 1 and 2 at the Rio Rancho Sports Complex (Asset #1037) is the original parking lot. The asphalt parking lot (with the exception of the handicap parking stalls, access aisles, and drop-off location, which were replaced utilizing Federal Community Development Block Grant funding) was constructed in 1995 and needs replacement via \$250,000 in State Legislature funding. The asset is also fully depreciated.

Staff is seeking to dispose of this asset in order to install a new one. The disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for Governing Body approval for property that does not exceed \$2,500.

**IMPACT:**  
Approval of the Resolution will enable the City to dispose of deteriorated and non-repairable property.

**ALTERNATIVES:**  
Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**  
Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)  
**ATTACHMENT:** [R132 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING THE DISPOSAL OF FIELD 1 AND 2 PARKING LOT  
AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the Parks, Recreation and Community Services Department has funding via the State Legislature to replace the parking lot serving fields 1 and 2 (Asset #1037) at the Rio Rancho Sports Complex; and

**WHEREAS:** due to age and deterioration, the parking lot surface needs replacement and has been fully depreciated; and

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

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

That formal authorization is hereby given to remove and dispose of the fields 1 and 2 parking lot surfacing at the Rio Rancho Sports Complex addressed as 3501 High Resort Blvd. SE.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 132**

**ENACTMENT NO. 23-133**

**RESOLUTION AUTHORIZING THE DISPOSAL OF FIELD 1 AND 2 PARKING LOT  
AT THE RIO RANCHO SPORTS COMPLEX**

**WHEREAS:** the Parks, Recreation and Community Services Department has funding via the State Legislature to replace the parking lot serving fields 1 and 2 (Asset #1037) at the Rio Rancho Sports Complex; and

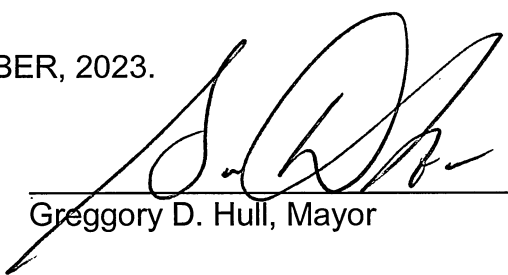
**WHEREAS:** due to age and deterioration, the parking lot surface needs replacement and has been fully depreciated; and

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

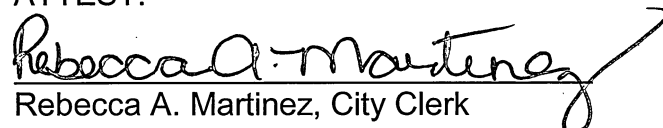
**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY  
OF RIO RANCHO:**

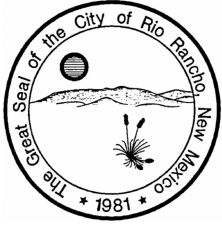
That formal authorization is hereby given to remove and dispose of the fields 1 and 2 parking lot surfacing at the Rio Rancho Sports Complex addressed as 3501 High Resort Blvd. SE.

ADOPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R133**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Parks, Recreation & Community Services

**SUBJECT:**  
R133, Resolution Authorizing Disposal of the Rainbow Pool Filter

**BACKGROUND AND ANALYSIS:**

The filter at Rainbow Pool is the original filter (installed in 1992). Due to its age and loss of efficiency the filter needs to be replaced. The asset is fully depreciated.

The City will utilize \$132,660 in State Legislature funds to replace the existing filter.

Staff is seeking to dispose of this asset in order to install a new one. The disposal of property is governed by Section 3-54-2 NMSA, 1978, and there is a requirement for Governing Body approval for property that does not exceed \$2,500.

**IMPACT:**  
Approval of the Resolution will enable the City to dispose of an aged asset in need of replacement.

**ALTERNATIVES:**  
Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**  
Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)  
**ATTACHMENT:** [R133 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING THE DISPOSAL OF THE RAINBOW POOL FILTER**

**WHEREAS:** the Parks, Recreation and Community Services Department has funding via the State Legislature to replace the original filter at Rainbow Pool; and

**WHEREAS:** due to the age of the filter it has become less efficient to operate, requires replacement, and has been fully depreciated; and

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

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

That formal authorization is hereby given to remove and dispose of the filter at Rainbow Pool addressed as 301 Southern Blvd. SE.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 133**

**ENACTMENT NO. 23-134**

**RESOLUTION AUTHORIZING THE DISPOSAL OF THE RAINBOW POOL FILTER**

**WHEREAS:** the Parks, Recreation and Community Services Department has funding via the State Legislature to replace the original filter at Rainbow Pool; and


**WHEREAS:** due to the age of the filter it has become less efficient to operate, requires replacement, and has been fully depreciated; and

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

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

That formal authorization is hereby given to remove and dispose of the filter at Rainbow Pool addressed as 301 Southern Blvd. SE.

ADOPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: R134**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Public Works

**SUBJECT:**  
R134, Resolution Authorizing a Budget Adjustment to the City Facility Improvement Fund (313) for Facility Improvements

**BACKGROUND AND ANALYSIS:**

The Governing Body appropriated funding for the City Hall Badge Access project in the current FY 24 budget.

A budget adjustment is necessary to correctly classify the expenditures as capital-building improvements. The Public Works Department's Building Maintenance Section will be replacing all existing access control infrastructure, which has met its useful life while adding additional infrastructure to improve the overall security at City Hall.

Currently, funds are in the Building Repair Fund, 313-0000-416-50.35, and must be transferred to the Building Improvement Fund, 313-0000-416-70.11.

**IMPACT:**

With the transfer, the budget for this project would be classified correctly.

**ALTERNATIVES:**

Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**

Staff recommends approval of the Resolution.

**ATTACHMENT:** [Resolution](#)  
**ATTACHMENT:** [R134 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE CITY FACILITY  
IMPROVEMENT FUND (FUND 313) FOR FACILITY IMPROVEMENTS**

**WHEREAS:** the Governing Body appropriated funding for the City Hall Badge Access project in FY 24; and

**WHEREAS:** a budget adjustment is necessary to correctly classify expenditures as capital-building improvements.

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

That authorization is given for the following budget adjustment:

City Facility Improvement Fund (313)

Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
313-0000-416.50-35 Building Repair and Maintenance	PW2401	\$1,037,995		\$118,000	\$919,995
313-0000-416.70-11 Building Improvement	PW2401	\$1,646,111	\$118,000	0	\$1,764,111
Total Uses		\$2,684,106	\$118,000	\$118,000	\$2,684,106

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Gregory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 134**

**ENACTMENT NO. 23-135**

**RESOLUTION AUTHORIZING A BUDGET ADJUSTMENT TO THE CITY FACILITY  
IMPROVEMENT FUND (FUND 313) FOR FACILITY IMPROVEMENTS**

**WHEREAS:** the Governing Body appropriated funding for the City Hall Badge Access project in FY 24; and

**WHEREAS:** a budget adjustment is necessary to correctly classify expenditures as capital-building improvements.

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

That authorization is given for the following budget adjustment:

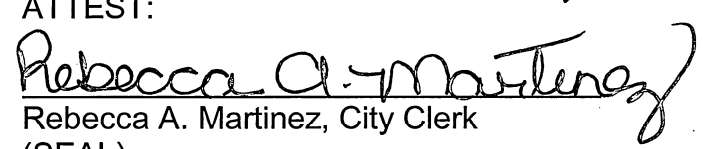
**City Facility Improvement Fund (313)**

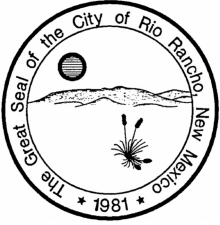
Account	Project No.	Revised Budget	Increase	Decrease	Adjusted Budget
313-0000-416.50-35 Building Repair and Maintenance	PW2401	\$1,037,995		\$118,000	\$919,995
313-0000-416.70-11 Building Improvement	PW2401	\$1,646,111	\$118,000	0	\$1,764,111
<b>Total Uses</b>		<b>\$2,684,106</b>	<b>\$118,000</b>	<b>\$118,000</b>	<b>\$2,684,106</b>

ADOPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: D40**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Development Services

**SUBJECT:**  
D40, Site Plan Approval for Townhouses at the Addresses of 700, 704, and 708 Southern Blvd. SE

**BACKGROUND AND ANALYSIS:**

The Applicant, Matthew Herrera X2D, LLC., requests site plan approval for a townhouse development on the properties legally described as Rio Rancho Estates Unit 10, Block 7, Lots 1-3.

The subject properties are located at 700, 704, and 708 Southern Blvd. SE and consist of approximately 3 acres. The subject properties were zoned in 2007 to allow for Townhouses through the adoption of SU: Special Use Multi-Family Residential District for Townhouses per Ordinance No. 43, Enactment No. 07-42, and are within the Unit 10 Specific Area Plan.

Per Section 1(F) of the subject ordinance, a site development plan for the proposed development must be approved by the Planning and Zoning Board and by the Governing Body pursuant to Chapter 154.43. As such, the subject site plan was heard at the Tuesday, October 10, 2023 Planning and Zoning Board Meeting. The Planning and Zoning Board voted unanimously to recommend approval of the site plan to the Governing Body with a vote of (6) for and (0) against.

**REVIEW CRITERIA:**

**CONFORMITY WITH SUBJECT PROPERTY ORDINANCE (O. 43, Enact. No. 07-42):**

Section 1 of the Ordinance outlines various subsections of required criteria for the subject property.

Subsection 1(A) Land Use lists Townhouses as a permissive use and Apartments as a restricted use. Staff finds the proposed development to be a townhouse use.

Subsection 1(B) Design Standards identifies the design standards to be those of the R-3 Mixed-Residential District except lot widths to be determined at site plan approval. Staff finds the properties in the proposed lot layout of the development to conform to the R-3 requirements for an R-3 "attached" development per Section 154.50 "Zoning Table/Residential" of City Code of Ordinances.

The properties have a minimum front and garage setback of 20 ft. (20 ft. required), and a minimum rear setback of 10 ft. (0 ft. required). Corner lots have a setback of 10 ft. meeting the required 10 ft. corner setback. The proposed building height is 32 ft., meeting the maximum building height requirement of 32 ft. Staff finds the lot layout and design standards conform to Chapter 154 of the City Code of Ordinances.

Subsection 1(C) Density, lists a maximum density of 15 dwelling units per acre. Staff finds the development of 42 dwelling units on 3 acres equates to 14 DUs/Acre. Conforms.

Subsection 1(D) Access, requires access off of 7th St. and Southern Blvd. Staff finds both access points have been provided, with two access roads off of 7th St. SE. Access will be confirmed and reviewed at building permit. All roads within the proposed development will be private. Conforms.

Subsection 1(E) Summary Plat, requires the subject property to be re-platted in conformance with the approved site plan, prior to issuance of any building permits. Staff finds that the applicant will plat the development into multiple parcels consistent with the proposed site plan, prior to building permit. Future platting action will be required as a condition of approval. Conforms.

Subsection 1(F) Site Plan Review, requires the site plan to be approved by the Planning and Zoning Board. Staff finds the item was approved at the October 10, 2023 Planning and Zoning Board meeting by a vote of six (6) for and 0 against. Conforms.

#### CONFORMANCE WITH THE CITY ZONING ORDINANCE:

The Rio Rancho Code of Ordinances (R.O. 2003) 154.43 (3) requires "All SU zoned property must have a site plan approved by the Governing Body. The site plan may accompany the application for a change in zoning designation or may be submitted for approval at a later date. Approval of the site plan must be obtained prior to any development of the property." Pursuant to the criteria provided by R.O. 2003 § 154.43 (3)(a) through (3)(j), the site plan at a minimum shall contain the following:

- a. Scale and north arrow; Criteria is satisfied.
- b. Lot boundaries and easements; Criteria is satisfied.
- c. Existing and proposed utilities; Criteria is satisfied.
- d. Existing and proposed rights-of-way; Criteria is satisfied.
- e. Proposed structures with uses, dimension, and setbacks; The Applicant is proposing 42 townhouses across the 3 acre site. Per the Special Use Ordinance, density is limited to 15 dwelling units per acre, for a maximum density of 45 dwelling units. All townhouses will have a 2-car garage and a driveway sufficient to accommodate off-street parking requirements. All proposed townhouses will be three (3) bedroom units. Per Section 154.76 *Off-Street Parking Requirements*, single-family development with three (3) or more bedrooms requires four (4) parking spaces, with two (2) spaces in an enclosed garage (Off-Street Parking Requirements included as an attachment). The applicant has provided all dimensions and setbacks in conformance with the design standards of the Zoning Ordinance, as reviewed above; Criteria is satisfied.

The subject property's Ordinance allows for flexibility of lot width (lot widths established with site plan). While some of these lot widths do not meet the minimum lot width standard for R-3 attached, staff finds that that these lot widths do not pose a problem to the health, safety, and welfare of the city and allow for sufficient off-street parking. Criteria is satisfied.

- f. Proposed ingress, egress, parking and circulation; There will be two ingress and egress points for the subject properties located off of 7th St. SE, a residential road, along with one ingress and egress point off of Southern Blvd. SE, a principal arterial. The Applicant will be required to improve 7th St. SE from Southern Blvd. to the end of the property boundary. Internal roads are proposed to be private, residential roads to be maintained by a Homeowner's Association. A Homeowner's Association will need to be established prior to any further platting actions. Staff finds that the private maintenance of the internal roads provides further justification for the nonconforming lot widths.

Each property in the proposed development will have a two car garage and two off-street parking

spaces in driveways, meeting the off-street parking requirements. Criteria is satisfied.

g. Landscaping and landscape buffers; The site plan shows landscaping buffers along Southern Blvd (25'), the rear property line (10') and along 7th St. SE (15'), in conformance with the Unit 10 Specific Area Plan, which requires a minimum 5' buffer for high density residential zones abutting low density residential zones. Landscaping on individual lots will be in conformance with R.O. 2003 Section 154.60(E) as the applicant has indicated two trees and at least three shrubs on each property; Criteria is satisfied.

h. Elevations; The applicant has provided elevations meeting the maximum building height in the R-3 zoning district and the building design conforms to the regulations of Chapter 154. Criteria is satisfied.

i. Adjacent property characteristics; Properties to the east, west, north, and south are all zoned R-1: Single-Family Residential.

j. Preliminary drainage plan; Water and Wastewater approval has been granted by the Utilities Department in a letter dated September 28, 2023. A conceptual grading and drainage plan has been provided, though a full grading and drainage plan and erosion plan will be required prior to any future development. The applicant has provided an area for ponding on the eastern end of the property. Criteria is satisfied.

Department Comments:

Development Services (Planning and Engineering)	No adverse comments. Conditions for development in findings and conditions.
Rio Rancho Fire and Rescue	Comments attached.
SSCAFCA	Comments attached.
MRMPO	Comments attached.
Parks, Recreation, and Community Services	Comments attached.
Rio Rancho Police Department	No comments received.
Rio Rancho Public Schools	No comments received.

NOTIFICATIONS: Adjacent property owners were notified of this hearing by mail. A notice sign was posted on the property as required by Ordinance. A legal notice was published in the October 11, 2023 edition of the Albuquerque Journal. All legal notification requirements for this property have been met.

IMPACT:

The Development Services Department and the Planning and Zoning Board recommend the Governing Body approve the site plan, subject to the findings and conditions set forth below:

General Findings of Fact:

1. R.O. 2003 154.43 (3) requires site plan approval by the Governing Body.
2. The applicant has the authority to make an application to request approval of a site plan.
3. The applicant and affected property owners received due process, as proper notice and an opportunity to present views was given.

Specific Findings of Fact and Conditions of Approval:

1. Per Ordinance No. 43, Enactment No. 07-42, Section 1(F) A site development plan must be reviewed and approved by the Planning and Zoning Commission prior to the issuance of any and all building permits for new construction.
2. The subject property is zoned SU: Special Use Zoning for Multi-Family Residential District for

Townhouses by Ordinance No. 43, Enactment No. 07-42.

3. The site plan conforms to the Rio Rancho Code of Ordinances (R.O. 2003) Section 154.43.
4. The site plan conforms to Ordinance No. 43, Enactment No. 07-42.
5. Development of the site will conform to all City ordinances, standards, and specifications.
6. The review and subsequent building permit applications will ensure conformance to the approved site plan, City ordinances, and standards and specifications.
7. The Director of the Development Services Department may approve minor changes to this site plan if the changes are consistent with the use and other written requirements and/or conditions or approval, if the buildings are the same general configuration, if the total square footage is not greater than 10% of the approved site plan, the site circulation is similar in its effect on adjacent property or streets, and the approving official finds that neither the City nor any person will be substantially aggrieved by the altered site plan.
8. The approval is valid for a period of three years from date of approval, in which time a building permit for the proposed structures must be applied for and issued, remain active, and the authorized construction shall be started and diligently pursued to completion without cessation of 30 days.
9. Site plan approval does not guarantee the proposed access points; access points are subject to change due to property and surrounding conditions.
10. Applicant shall address all reviewer comments prior to building permit approval.
11. Applicant is responsible for provision of proper infrastructure improvements along property line limits adjacent to 7th St. SE.

#### ALTERNATIVES:

The Governing Body may approve the site plan.

The Governing Body may deny the site plan.

The Governing Body may modify the site plan request and approve such modifications.

The Governing Body may continue the public hearing to request additional information or to consider testimony provided at the public hearing.

#### DEPARTMENT RECOMMENDATION:

The Planning and Zoning Board recommends the Governing Body approve the site plan with findings and conditions.

ATTACHMENT: [Zoning, Location](#)

ATTACHMENT: [Site Plan](#)

ATTACHMENT: [Application](#)

ATTACHMENT: [Justification](#)

ATTACHMENT: [Authorization, Lot 1](#)

ATTACHMENT: [Authorization, Lots 2 & 3](#)

ATTACHMENT: [Vesting Deed](#)

ATTACHMENT: [Water/Wastewater Availability Letter](#)

ATTACHMENT: [O-43, 07-42](#)

ATTACHMENT: [O-20, 18-24 \(Unit 10 Overlay\)](#)

ATTACHMENT: [154.76 Off-Street Parking Requirements](#)

ATTACHMENT: [Reproduction\\_of\\_Notifications.pdf](#)

ATTACHMENT: [Reviewer Comments](#)

ATTACHMENT: [Public Comment - Romero, Angela](#)

ATTACHMENT: [Public Comment - Babcock, Sue](#)

ATTACHMENT: [Public Comment - Abramson, Codie](#)

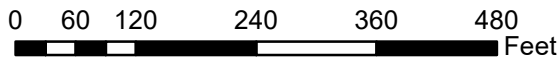
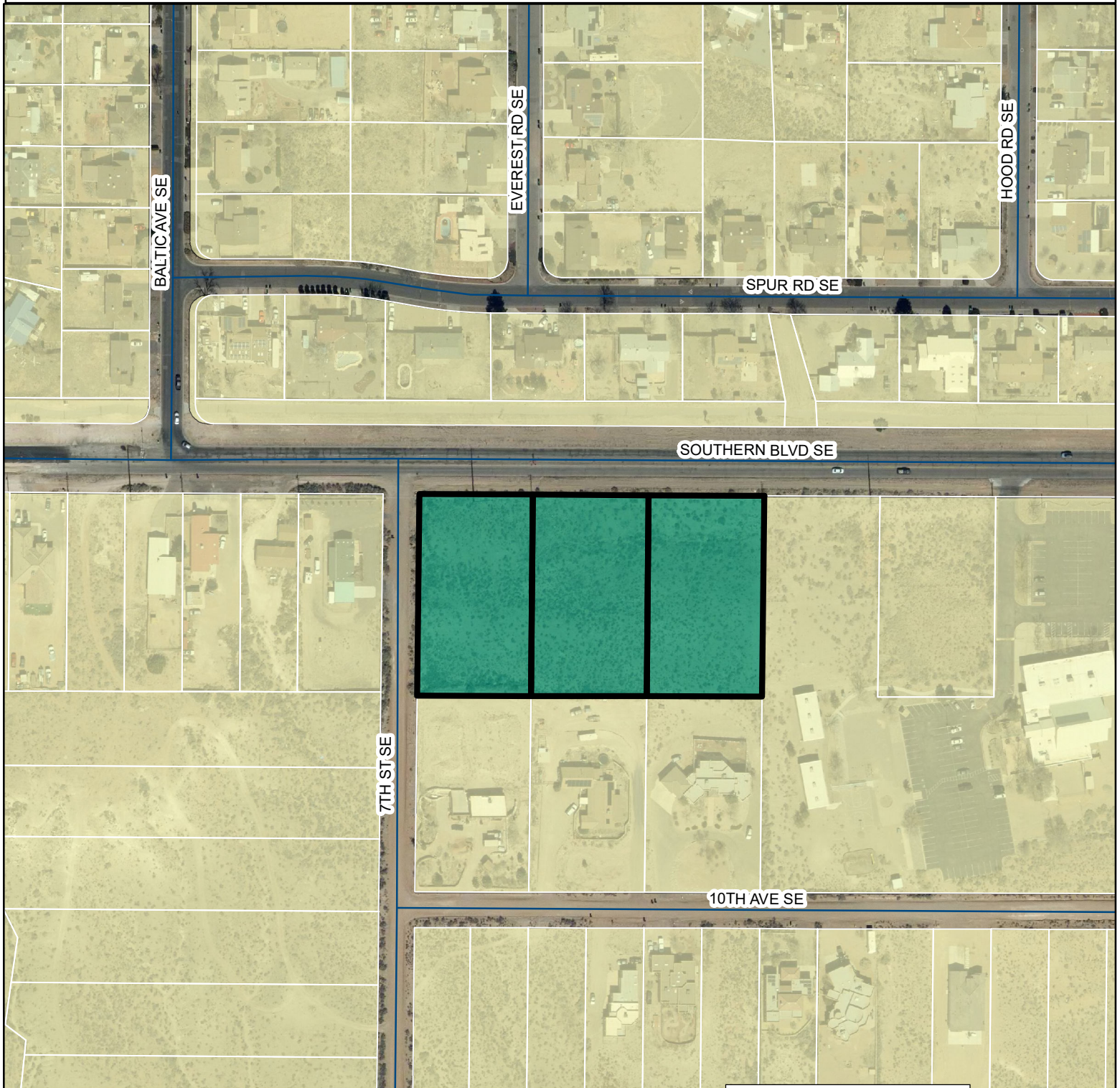
ATTACHMENT: [Public Comment - Ferryman, Patricia](#)

ATTACHMENT: [Public Comment - Henderson, Perry & Carolyn](#)

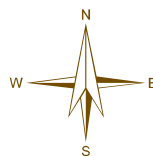
ATTACHMENT: [Public Comment - Hedin, Sonia and Greg](#)

ATTACHMENT: [Public\\_Comments\\_700\\_\\_704\\_\\_708\\_Southern\\_Blvd\\_SE.pdf](#)

# 700, 704 & 708 SOUTHERN BLVD SE SITE PLAN



Map Created by Tim Dvorak on 9/19/2023



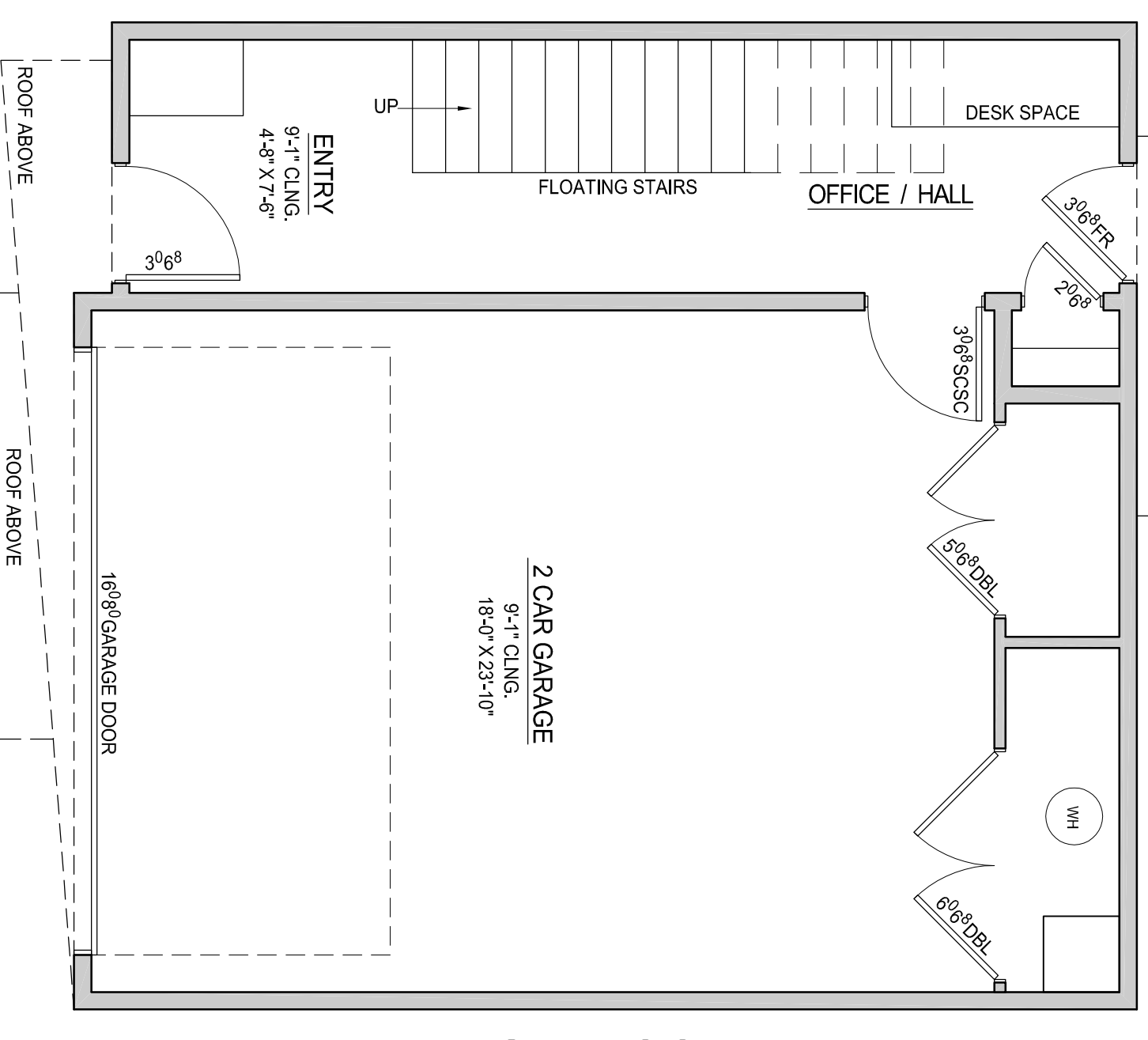
**Subject Parcels**

**Roads**

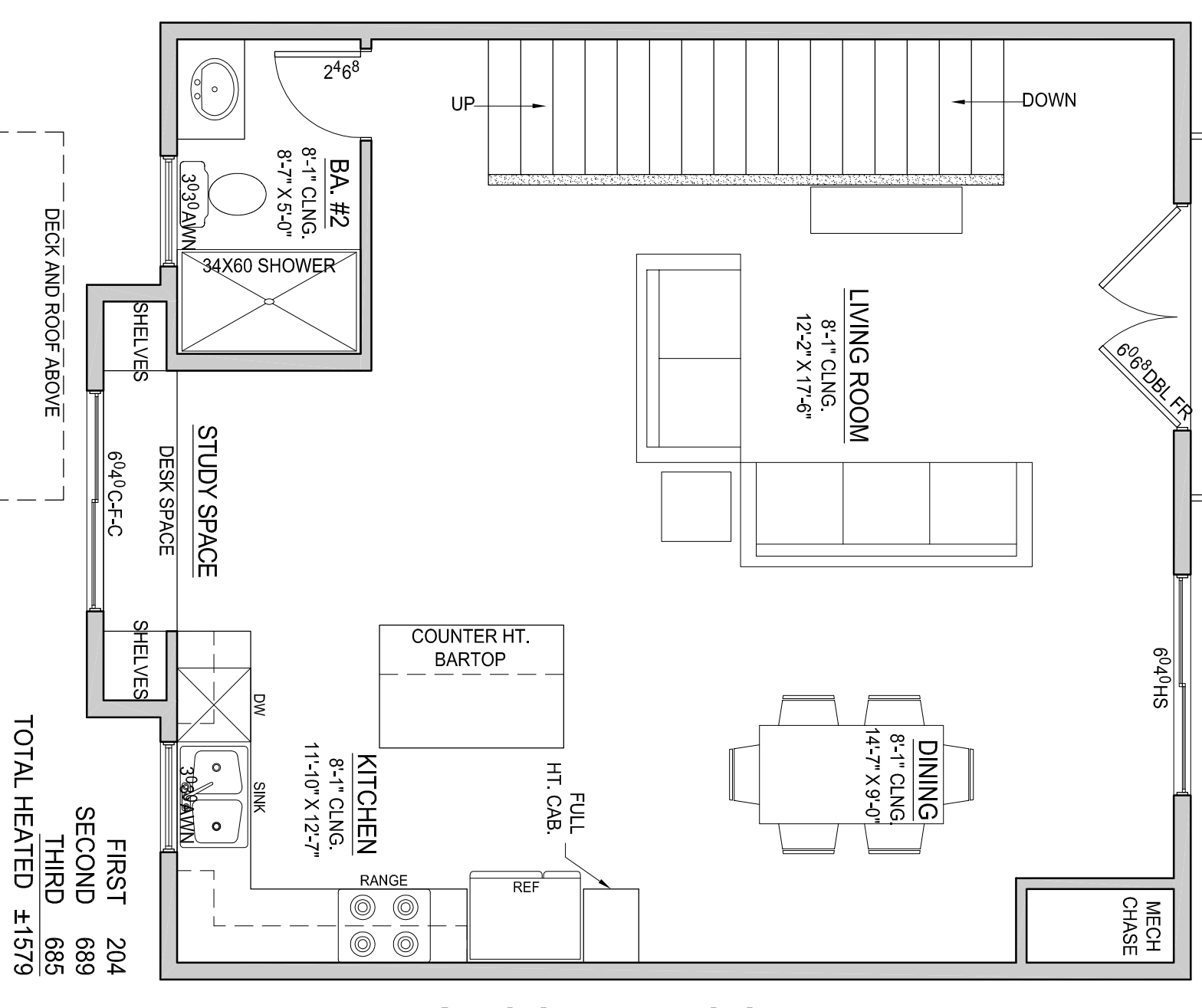
**Zoning**

- R-1
- SU

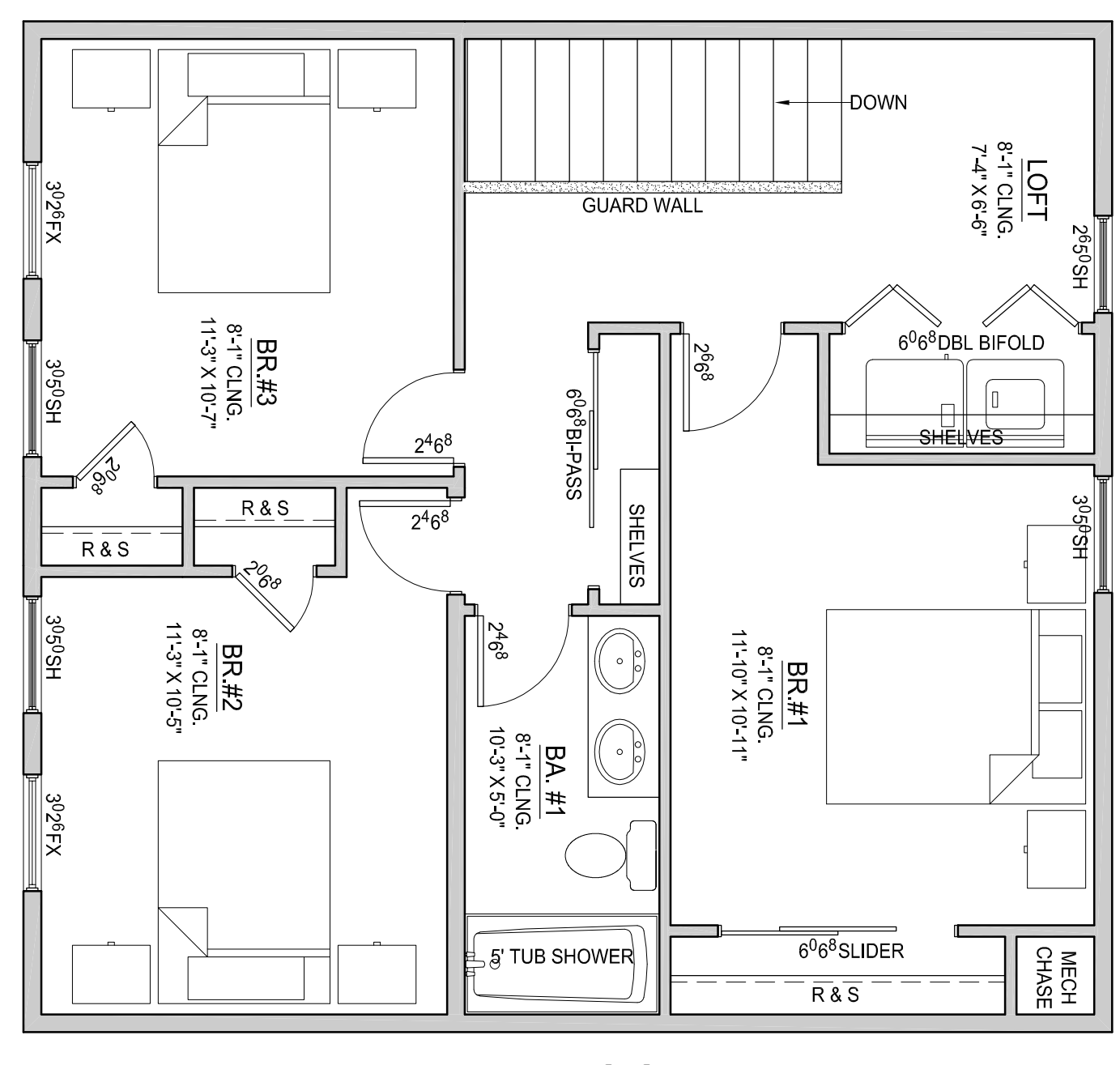
DISCLAIMER: All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.



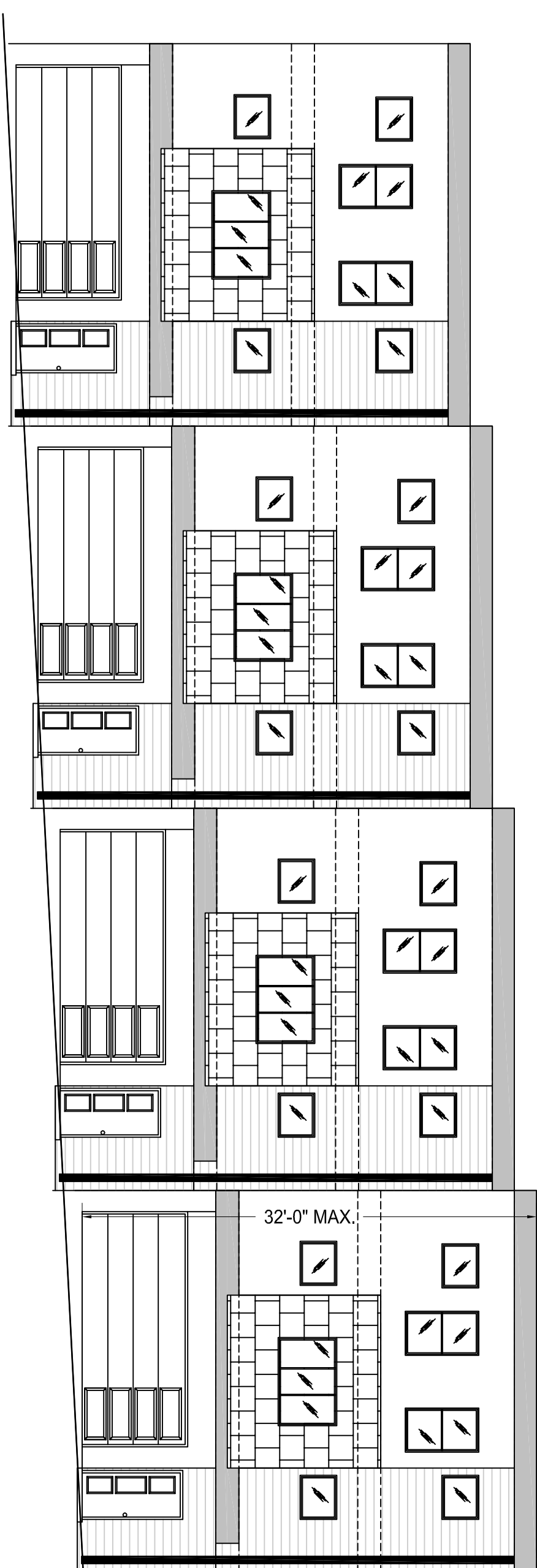
FIRST FLOOR



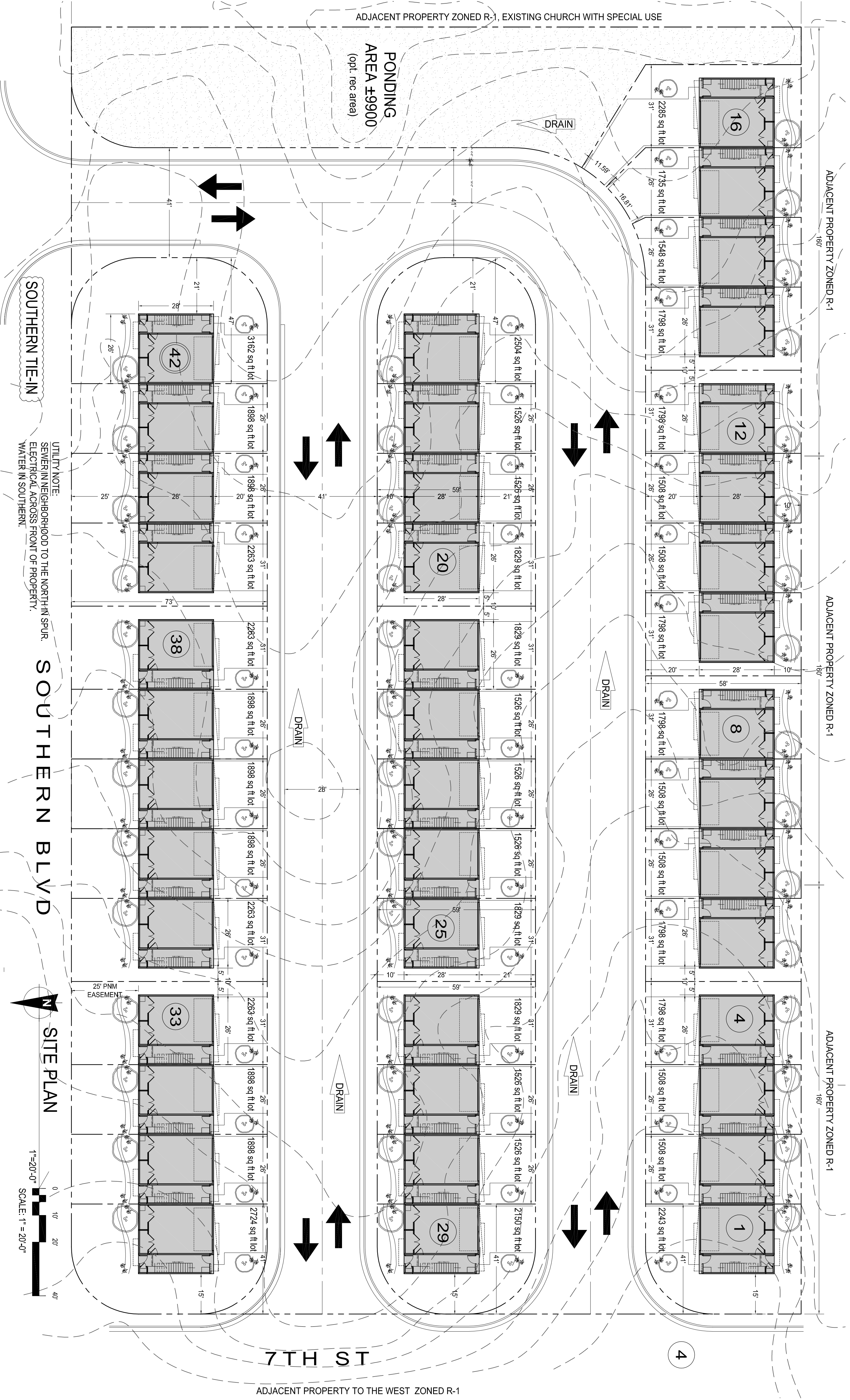
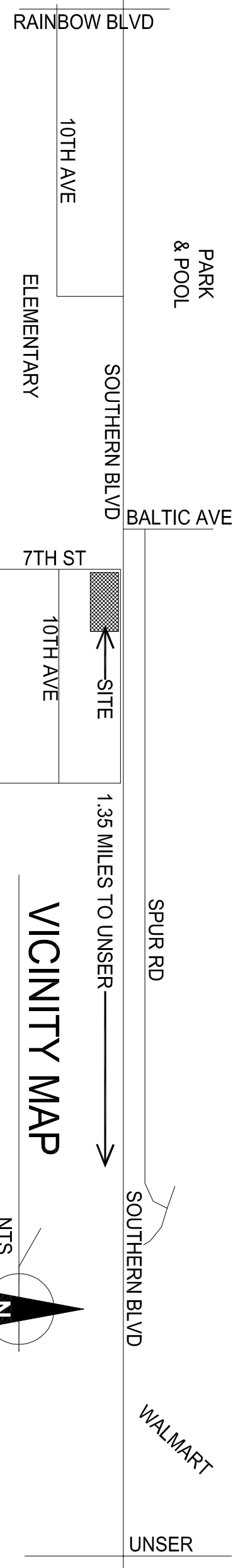
SECOND FLOOR



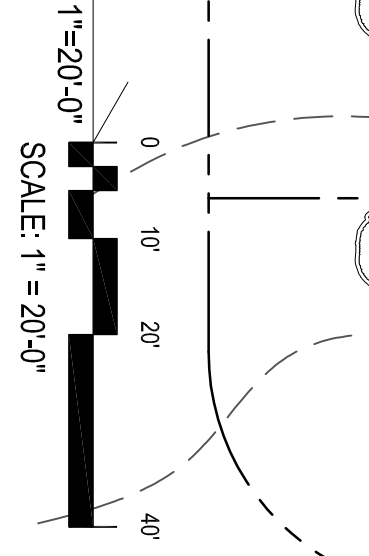
THIRD FLOOR



FRONT ELEVATION



SITE PLAN



- GENERAL NOTES:**
1. MAX LOTS PER ORDINANCE = 15 PER ACRE  
TOTAL LOTS ALLOWED = 45
  2. ALL DIMENSIONAL STANDARDS PER R-3 ATTACHED ZONING.
  3. MINIMUM LOT WIDTH TBD AT SITE PLAN SUBMISSION.  
(20), 31'-0" WIDE  
(22), 28'-0" WIDE
  4. MINIMUM LOT SIZE = 1200 MIN. SQ. FT. PROVIDED.
  5. MINIMUM FRONT SETBACK = 20'. PROVIDED.
  6. MINIMUM REAR AND SIDE SETBACK = 0'.
  7. MINIMUM STREET SIDE SETBACK = 10'. PROVIDED.
  8. MINIMUM HEIGHT = 32'-0" ABOVE FINISH FLOOR.
  9. ACCESS SHALL BE PROVIDED OFF OF 7TH AVE AND SOUTHERN BLVD. PER STANDARDS OF THE DEPT. OF PUBLIC INFRASTRUCTURE.
  10. EXISTING 3 PROPERTIES TO BE REPLATTED INTO MULTIPLE PARCELS.
  11. PER UNIT 10 OVERLAY ZONE, BUFFER A 10'-0" USED.
  12. TOWNHOMES TO BE FIRE SPRINKLED PER \_\_\_\_\_.
  13. ALL TOWNHOMES TO HAVE 2 CAR GARAGE.
  14. FLOOR PLANS AND EXTERIOR ELEVATIONS ARE SUBJECT TO CHANGE.
  15. AN HOA WILL BE ESTABLISHED FOR THIS DEVELOPMENT.
  16. THE ROADS WILL BE PRIVATE.
  17. DEVELOPMENT WILL BE DESIGNED TO MAINTAIN EXISTING DRAINAGE FLOW RATES.
  18. PROPERTY SQUARE FOOTAGE SUBJECT TO CHANGE MINIMALLY. THEY WILL MAINTAIN LOT SIZE MINIMUMS AND MINIMUMS WIDTHS AS SHOWN.

ORDINANCE NO. 43, ENACTMENT NO. 07-42

**PLANNING & ZONING LAND USE APPLICATION**

Please check appropriate box

(Fees are listed on the back)

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

Please Print In Ink Only or Type  
Application must be complete. Please attach the appropriate checklist for the action you are requesting, if applicable.

**APPLICANT/AGENT INFORMATION**

Applicant Name: Matthew Herrera X2D, LLC Phone: 5059334411  
 Address: P.O. Box 10492 E-Mail: matthew.adwell@gsdri.com  
 City: Los Ranchos, State: NM Zip: 87184  
 Proprietary Interest: \_\_\_\_\_ List Owners: \_\_\_\_\_  
 Deed or Ownership Verification Provided: (Initials) \_\_\_\_\_ Letter of Authorization Provided: (Initials) \_\_\_\_\_

Agent Name: Same as above Phone: \_\_\_\_\_  
 Address: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

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

Approval of site plan for sub zoning Ordinance No. 43 Enactment No. 07-042

**SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)**

Subdivision/Unit: 10 Block(s): 7 Lot(s): 1, 2, 3  
 Existing Zoning: SU-for townhomes Proposed Zoning: SAME  
 No. of existing lots: 3 No. of proposed lots: 42 Total area of site (acres) 3 Acres

**ACKNOWLEDGEMENT**

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

Print Name: Matthew Herrera Applicant: Same Agent: \_\_\_\_\_  
 Signature: Matthew Herrera Date: 9-15-23

**FOR OFFICIAL USE ONLY**

H.T.E. PROJECT #	FEE	RECEIPT #

APPLICATION ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

09-15-23

City of Rio Rancho  
3200 Civic Center Circle, NE  
Rio Rancho, NM 87144

Dear Planning and Zoning,

I would like to formally request the approval of a proposed site plan. The property is located at Unit 10, Block 7, Lots 1, 2 and 3. It is 3 acres total. It is zoned SU (for townhome use) according to Ordinance No 43, Enactment No 07-42. The proposed site meets all the requirements of this ordinance with no need for any changes to the ordinance.

A DRC meeting has been held and multiple other instances of communication with the City staff prior to this submittal. I believe this site plan meets all of the requirements of city codes and overlay.

The properties are abutted on the west by 7<sup>th</sup> Street SE and then R1 to the west of that. On the north by Southern Blvd SE and then R1 to the north of that. On the east by R1 with a special use for church. On the south by R1.

I am available to answer any questions or address any of your concerns at any time. Feel free to reach out.

Sincerely,  
Matthew Herrera  
X2D, LLC  
Owner

**Authorization Form**

9-15-23

Attn: City of Rio Rancho  
3200 Civic Center Circle NE  
Rio Rancho, New Mexico 87144

Subject Lots: Unit 10, Block 7, Lot 1

As owner of the subject property, I, Tom F. Cherner, authorize Matthew Herrera to request information and hold development, planning and zoning meetings with the City of Rio Rancho.

Owner

Thomas Cherner



9/15/2023

Signature

Date

Return To:  
Fidelity National Title of New Mexico Inc.  
6240 Riverside Plaza Lane NW, Suite 110  
Albuquerque, NM 87120

GF No.: SP000144073

**WARRANTY DEED**

**The Shaffer Partnership, a New Mexico General Partnership**

for consideration paid, grant to

**Thomas Cherner, a single man**

whose address is 700 Southern Blvd. SE, Rio Rancho, NM 87124

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

Lot numbered One (1) in Block numbered Seven (7) of Rio Rancho Estates Unit 10, as the same is shown and designated on the plat thereof, filed in the office of the County Clerk of Sandoval County, New Mexico, on December 7, 1961, in Rio Rancho Estates Plat Book No. 1, Page 4.

with warranty covenants.

SUBJECT TO Patent, reservations, restrictions, and easements of record and to taxes for the year 2022, and subsequent years.

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

Dated: 11/29/22

The Shaffer Partnership

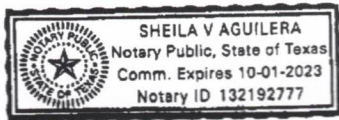
BY: [Signature]  
Jason Shaffer  
Partner

State of TEXAS  
County of

This instrument was acknowledged before me on this 29 day of November, 2022, by Jason Shaffer, Partner of The Shaffer Partnership, a New Mexico General Partnership.

[Signature]  
Notary Public  
My Commission Expires: 10-01-23

[SEAL]



LINDA S. PAYNE

---

CHAPTER 7 BANKRUPTCY TRUSTEE

Authorization Form

Date: July 6, 2023

Attn: City of Rio Rancho

3200 Civic Center Circle NE

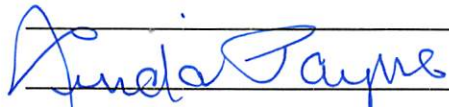
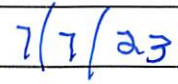
Rio Rancho, New Mexico 87144

Subject lots: Lots 2 and 3, Block 7, Unit 10, Rio Rancho Estates

As owner/agent of/for lots 2 and 3 we authorize Matthew Herrera to request information and hold development, planning and zoning meetings on the subject lots with the City of Rio Rancho.

Owner/Agent information:

---

---

Signature Date



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**Special Warranty Deed**

**Date:** April 17<sup>th</sup>, 2023

**Grantor:** ARROYO ROCK, LLC

**Grantor's Mailing Address:**

Arroyo Rock, LLC  
43 Brandywine Rd.  
Freeport, FL 32439

**Grantee:** LINDA PAYNE, Chapter 7 Trustee In Re: Sara Jean Grieves, Case No. 21-41152,  
United States Bankruptcy Court, Eastern District of Texas

**Grantee's Mailing Address:**

Linda Payne  
Chapter 7 Bankruptcy Trustee  
11700 Preston Road, Suite 660-667  
Dallas, Texas 75230

**Consideration:**

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

704 Southern Avenue SE, Lots 2 and 3, Rio Rancho Estates, New Mexico and described as Lots numbered Two (2) and Three (3) in Block numbered Seven (7) of Unit 10, Rio Rancho Estates, Town of Alameda Grant, Sandoval County, New Mexico, as the same as shown and designated on the Plat of said Addition, filed in the office of the Clerk of Sandoval County, New Mexico, on December 7 1961 in Rio Rancho Estates Plat Book 1, Page 4

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

None

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property **"AS IS, WHERE IS CONDITION WITH ALL FAULTS AND WITH NO WARRANTY OF ANY NATURE EITHER EXPRESSED OR IMPLIED"** with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under Grantor but not otherwise, and Grantor shall have no personal liability associated hereunder, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

It is understood that Grantor makes no representation or warranties as to the Property, including the condition or habitability of the Property and the Property is hereby conveyed "as is, where is."

When the context requires, singular nouns and pronouns include the plural.

Arroyo Rock, LLC  
Grantee Name

James W. Grieves, Managing Member  
Representative Name and Title

  
Representative Signature

STATE OF FLORIDA §  
  §  
COUNTY OF WALTON §

This instrument was acknowledged before me on April 17, 2023, by James W Grieves.

Angela Barone      Angela Barone  
Notary Public, State of Florida  
My commission expires: 3/26/27

PREPARED IN THE OFFICE OF:

Bill F. Payne  
Law Offices of Bill F. Payne, P.C.  
10501 N. Central Expwy., Suite 106  
Dallas, TX 75231



*County of Walton*

AFTER RECORDING RETURN TO:

Linda Payne, Trustee  
11700 Preston Road  
Suite 660-667  
Dallas, TX 75230



September 28, 2023

Mr. Matthew Herrera  
X2D LLC  
PO Box 10492  
Albuquerque, NM 87184

**Re: Approval for 42 DU's – Unit 10, Block 7, lots 1, 2, 3, Water and Wastewater Availability.  
Location: Southern Boulevard, East of Puesta del Sol Elementary School.  
Currently 700, 704, 708 Southern Blvd. Approximately 3 acres.**

Dear Mr. Herrera:

The Utilities Division received a Water and Sewer Availability request in September 2008 for the proposed development of lots Unit 10, Block 7, Lots 1, 2, 3, Rio Rancho, NM. Grinder Pump System will be allowed for this subdivision as approved by Development Services Engineering and the Utilities Department.

A higher pressure zone connection will likely need to be made at Baltic and Southern Blvd or the area rezoned to a higher water pressure zone if a proper valve exists to make a slight zone adjustment if beneficial for the system. Current pressure approximately 40 psi.

The Utilities Commission approves the granting of this Water and Wastewater Availability Statement. A lift station will be required to serve the development in order to tie into Spur Road SE. Water Pressure is also likely to be above 80 psi.

Approval of this availability statement does not imply or suggest approval of zoning changes, construction plans, conceptual layouts, or any other requirements that may be conditions of approval for this development. This statement merely represents a commitment from the City that, if all other necessary approvals are obtained, and the completion of the proposed water system improvements, this development will be allowed to be served by the City's water and wastewater systems as described above.

If a fire flow test is performed for the site, results are to be turned into the Utilities Engineer and Fire Marshall or designee. The test is to be coordinated with the System Maintenance Crews at 896-8287. The System Maintenance Crews are the only personnel authorized to operate valves in the City of Rio Rancho. The developer is responsible for paying for a fire flow test from a certified tester.

Please refer to the City of Rio Rancho Web Site for additional water and sewer information. Design Criteria and Standard Details are located on the following web address: <http://ci.riorancho.nm.us/index.asp?NID=482> Departments, Public Works, Design Criteria and Standards Details, Water and Wastewater.

Contacts for additional information and guidance: Development Services: 505-891-5005

Engineering Division: 505-891-5016 Environmental: Backflow Prevention 505-896-8816 and Grease Interceptors 505-891-5017. If water pressure exceeds 80 psi, individual pressure reducing valves will be needed on the homes or business at the cost and responsibility of the customers.

Also, in accordance with the *Utility Commission Policy Statement*, this Availability Statement will expire unless construction starts within 1 year of approval by the Commission and is complete within 3 years of approval. If you have questions regarding this Availability Statement or the Utility Commission Policy Statement, please contact Elaine Allen, Utilities Administrative Assistant, at (505) 896-8715 or myself at 891-5046.

Sincerely,

*Steve Gallegos*

Steve Gallegos,  
Deputy Director  
Utilities Department



3200 Civic Center Circle NE • Rio Rancho, New Mexico 87124  
Office (505) 896-8715 • Fax (505) 891-5201



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO. 43**

**ENACTMENT NO. 07-42**

1 **AMENDING THE ZONE MAP FROM R-1 SINGLE FAMILY RESIDENTIAL DISTRICT TO**  
2 **SPECIAL USE/ MULTI-FAMILY RESIDENTIAL DISTRICT FOR TOWNHOUSES IN UNIT**  
3 **10, BLOCK 7, LOTS 1-3, LOCATED ON THE SOUTH SIDE OF SOUTHERN BLVD.**  
4 **BETWEEN 7<sup>TH</sup> ST. SE AND 10<sup>TH</sup> ST. SE.**  
5

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

9 **Section 1. Purpose:** To change the zoning designation from R-1 Single Family  
10 Residential District to Special Use/ R-3 Multi-Family Residential District for  
11 Townhouses.  
12

13 **A. Land Use:**

- 14 1. Permitted uses: Townhouses  
15 2. Restricted uses: Apartments  
16

17 **B. Design Standards:** Design standards will be adhered to as required for the  
18 R-3 Multi-Family Residential District except for lot widths to be determined at site plan  
19 approval.  
20

21 **C. Density.** Density for any development shall not exceed 15 dwelling units per  
22 acre.  
23

24 **D. Access.** Access shall be provided off of 7<sup>th</sup> Ave. and Southern Blvd. per  
25 standards of the Department of Public Infrastructure.  
26

27 **E. Summary Plat.** The subject property must be re-platted to consolidate  
28 the existing lots into a single parcel, or into multiple parcels, provided such parcels are  
29 consistent with an approved site development plan, prior to the issuance of any building  
30 permit.  
31

32 **F. Site Plan Review.** A site development plan for the proposed  
33 development must be approved by the Planning and Zoning Board prior to issuance of  
34 any building permit.  
35

36 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of  
37 this Ordinance, or any section, paragraph, clause, or provision of any regulation  
38 promulgated hereunder shall for any reason be held to be invalid, unlawful, or  
39 enforceable, the invalidity, illegality, or unenforceability of such section, paragraph,  
40 clause, or provision shall not affect the validity of the remaining portions of this  
41 Ordinance or the regulation so challenged.  
42

43 **Section 3. Effective Date.** This Ordinance shall become effective ten days after  
44 adoption.


1  
2  
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11  
12  
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14  
15

ADOPTED THIS 11<sup>TH</sup> DAY OF JULY, 2007.

  
\_\_\_\_\_  
Michael J. Williams, Deputy Mayor

07-11-07  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Roman Montoya, City Clerk  
(SEAL)



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

**REFERENCE:**

0-43

1  
2 **AGENDA DATE:** July 11, 2007

---

3  
4 **DEPARTMENT:** Development Services

---

5  
6 **SUBJECT:** Zone Map Amendment

---

7  
8 **CASE NO.:** 07-100-00004  
9 07-100-00033

---

10  
11 **PURPOSE:** Change zoning designation from R-1 Single Family Residential  
12 District to Special Use/ R-3 Multi-Family Residential District on 3  
13 acres on the south side of Southern Blvd. between 7<sup>th</sup> St. SE and  
14 10<sup>th</sup> St. SE.

15  
16 **PROPERTY:** Rio Rancho Estates Unit 10, Block 7, Lots 1-3

17  
18 **APPLICANT/AGENT:** Scott Weiss and Jason Shaffer

---

19  
20 **SYNOPSIS:** The applicant requests to amend the zone map to change the  
21 property's zoning from R-1 Single Family Residential District to Special Use/ R-3  
22 Multi-Family Residential District. The property consists of 3 acres on 3 lots located  
23 on the south side of Southern Blvd. between 7<sup>th</sup> St. SE and 10<sup>th</sup> St. SE.

24  
25 **BACKGROUND AND ANALYSIS:**

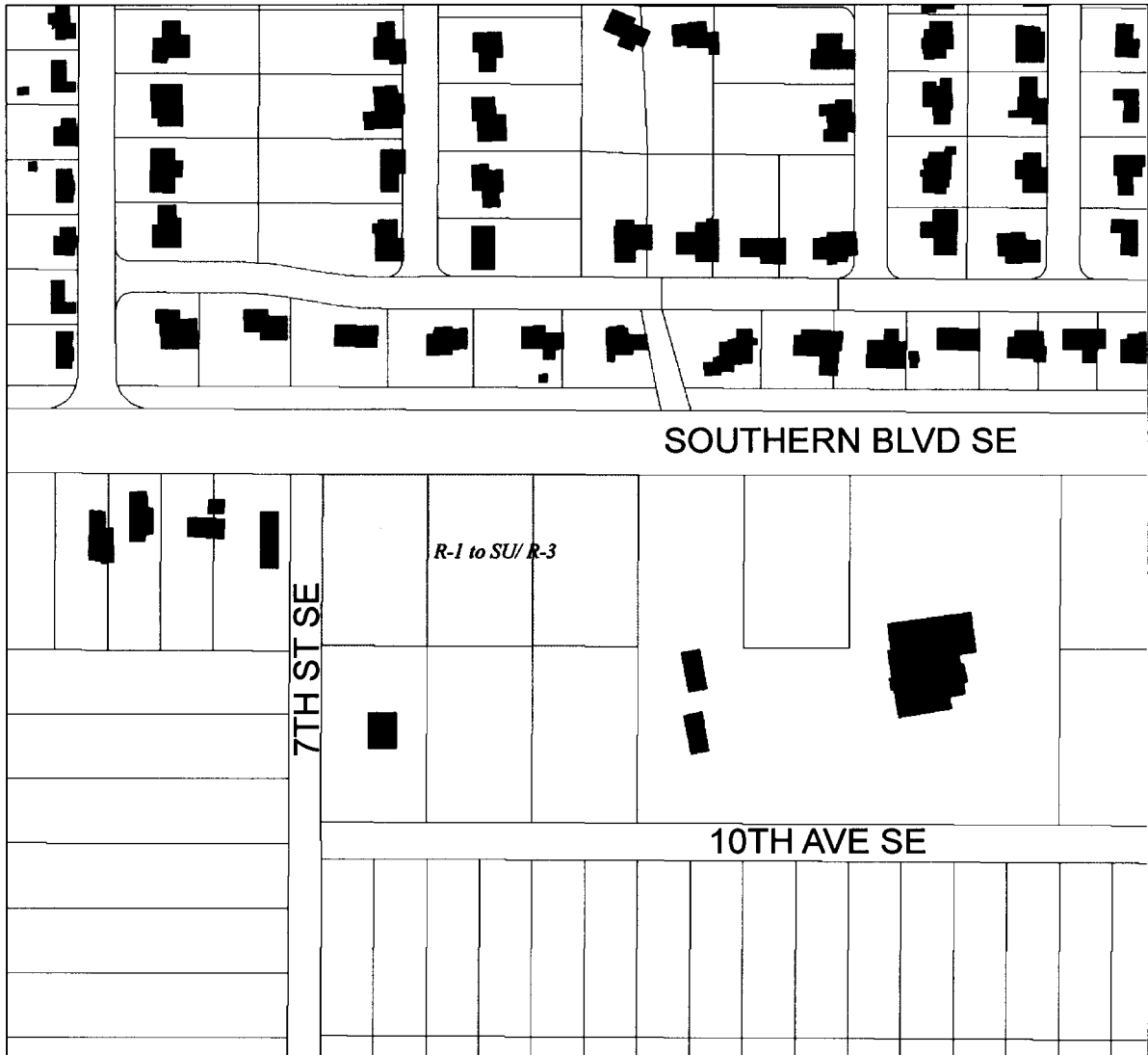
26 The applicant originally proposed to rezone the property to R-3 Multi-Family  
27 Residential to build 45 townhouses on the 2-acre site. The concept elevation  
28 showed two-story attached dwellings, each with a one-car garage. The concept  
29 plan did not specify the square footage of each townhouse unit. The proposal  
30 included amenities such as a club house and pool in a gated development.

31  
32 The original proposal was recommended against by the Planning and Zoning Board  
33 in February. At the Governing Body hearing, the applicant indicated that the  
34 adjoining property owner on the west wished to join with him in the rezoning. The  
35 Governing Body remanded the request back to the Planning and Zoning Board to  
36 be reconsidered with the additional lot. The applicant has not submitted a new  
37 conceptual site plan for the property.

38  
39 **ACREAGE:** The 3 lots have a total area of 3 acres.

40  
41 **LAND USE:**

42 The subject property is currently vacant. The property directly to the east has a  
43 church. The lots to the north across Southern Blvd. are all developed as single



1 family residential. Scattered single family homes also exist on lots to the west and  
2 south. Puesta del Sol Elementary School is located a block-and-a-half to the west.  
3

4 **ZONING:**

5 The subject property and all surrounding properties are currently zoned for R-1  
6 Single Family Residential District. A church, such as located next door, is allowed  
7 in an R-1 zone as a conditional use. R-1 Single Family zoning allows 7,000 square  
8 foot lots or about 6 dwelling units per acre.  
9

10 The proposed R-3 Multi-Family zoning allows 1,200 square foot lots or 6 units on a  
11 10,000 square foot lot. R-3 zoning for townhouses allows a gross density of 36  
12 units per acre or up to 108 units on this site. Once the area for streets is  
13 subtracted, the actual number of townhouse lots would be around 90. The zoning  
14 would also allow up to 52 multi-family units on the site. Likewise, once the area  
15 for streets is subtracted, the actual number of apartment units would be around

1 63 units. Setbacks in front are required to be 20 feet, 7-1/2 feet on the sides, and  
2 15 feet in the rear.

3  
4 **ACCESS:** The subject property has access to Southern Blvd., an arterial street  
5 and 7<sup>th</sup> St., a local street. The New Mexico Department of Transportation  
6 (NMDOT) *Access Management Manual* specifies access should be spaced 325 feet  
7 apart on urban principal arterial (UPA) street. The 3 lots have about 470 ft. of  
8 frontage which could permit one access point off of Southern Blvd. and one off of  
9 7<sup>th</sup> St.

10  
11 **NOTIFICATIONS:**

12 Neighboring property owners were notified of this hearing by First Class Mail on  
13 June 21, 2007. Development Services staff also posted a legal notice in the  
14 *Albuquerque Journal* on June 24, 2007. All notification requirements for this  
15 hearing have been met.

16  
17

District	Permitted Uses	Min. Area (SF)	Lot Width (ft.)	Setbacks (ft.)	Height (ft.)	Parking/ Access	Lands-caping/ Buffer	Density
R-1 Low Density Single Family	Single Dwelling 2+ car garage Accessory Quarters Home Occupations Day Care < 7 Residential Care < 10 Sales/ Model Home Parks, Open Space	7,000	60	Front: 20 25-garage Side: 5 Rear: 15	32	2 cars	Street yard	6.22
R-3 Multi-Family Residential	Townhouse 6 units on a lot	10,000 total or 1,200 ea. unit	70 or 32	Front: 20 Side: 7-1/2 Rear: 15	32	1.5 / unit	2 trees per dwelling unit	36.30

18  
19 **FINDINGS OF CONFORMANCE WITH CITY PLANS, POLICIES &**  
20 **REGULATIONS:**

21  
22 **A. CONFORMANCE WITH THE CITY ZONING ORDINANCE**

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

26  
27 Reasons for amending the zone map may include bringing a property into  
28 conformance with an adopted plan, a change in the surrounding area's character,  
29 to provide for a public purpose, or because of an error in zoning. The  
30 Comprehensive Plan designation for the area is for medium density single family  
31 housing not multi-family (see below). Currently, no significant change in the

1 character of the surrounding properties has occurred. The proposed change in  
2 zoning does not meet a public purpose or fulfill a critical community need. No  
3 argument has been provided that an error was made in the original zoning of the  
4 property.

5  
6 **FINDING:** This application meets minimum lot size requirements for the R-3  
7 Townhouse District. **CONFORMS.**

8  
9 **B. CONFORMANCE WITH THE CITY COMPREHENSIVE PLAN**

10 Vision 2020-ICP implementation considers that all development proposals be  
11 evaluated based on its level of conformance with the Vision 2020-ICP's *Principles,*  
12 *Policies, and Actions.*

13  
14 Applicable Principles and Policies include:

- 15 • *Promote the development of high-density, mixed use activity centers within*  
16 *master planned growth nodes.*
- 17 • *Encourage infill development of all undeveloped areas within the municipal*  
18 *boundary.*
- 19 • *Encourage development of a variety of distinctive neighborhoods offering a*  
20 *maximum choice of housing, employment, and open space is recognized as*  
21 *a City priority.*
- 22 • *Encourage the creation and maintenance of quality residential and*  
23 *neighborhood environments while ensuring the availability of necessary*  
24 *service and quality of life amenities.*
- 25 • *Ensure that residential areas are appropriately sited and protected from*  
26 *incompatible land uses.*

27  
28 ICP Actions include:

- 29 • Encourage a variety of housing types and densities including multi-family  
30 housing.
- 31 • Preserve, promote, and protect the quality and character of residential  
32 neighborhoods.
- 33 • Evaluate future development based on the ability to integrate dissimilar uses  
34 by utilizing buffering, scale, and design elements.

35  
36 The *Comprehensive Plan* shows medium density single family residential uses  
37 along the stretch of the Southern Blvd. corridor west of Unser. No corridor or area  
38 plan exists for this area to provide more guidance to its future development.  
39 Generally, higher density developments should be located in or near activity  
40 centers with access to collector or arterial streets.

41  
42 **FINDING:** The proposed zoning designation **CONFORMS.**

43  
44 **IMPACT:** The three existing single family lots would generate an average of only  
45 30 vehicle trips per day. Townhouse developments generate 6.63 average daily

1 trips (ADTs) per dwelling unit. If 108 units were built, the development would  
2 generate 716 vehicle trips per day. As a comparison, general office uses would  
3 generate 830 ADTs for a 25,000 square foot building with 250 employees. A retail  
4 commercial center would generate 1073 ADTs for a 25,000 square foot building.

5  
6 **ALTERNATIVES:**

7 The Governing Body has three alternatives on the disposition of this request.

8  
9 The Governing Body may:

- 10  
11 1. Approve the zone map amendment.  
12 2. Deny the zone map amendment, or  
13 3. Postpone its decision to allow for additional review and consideration.  
14

15  
16 **REVIEWED BY:**

17  City Attorney  Cultural Enrichment  
18  Development Services  Fiscal Services  
19  Public Infrastructure  Public Safety  
20

21  
22 **OTHER DEPARTMENT/DIVISION RECOMMENDATIONS**

23 Department of Public Infrastructure (DPI) comments:

- 24 • Access to Southern Blvd. may be restricted upon further development of the  
25 property.

26 Department of Public Safety (DPS) comments:

- 27 • No public safety concerns have been noted at this time. As plans progress,  
28 traffic safety issues will be reviewed.  
29

30  
31 **DEPARTMENT RECOMMENDATION:**

32 The Department recommends to the Governing Body **APPROVAL** of the proposed  
33 zone map amendment with the following conditions:

- 34  
35 1. Lots 1-3 must be developed as a unit and will be required to be replatted  
36 2. The maximum density for the development will be 15 dwelling units per acre  
37 3. Access will be provided off of 7<sup>th</sup> St.  
38 4. The applicant will submit a site plan for approval by the Planning and Zoning  
39 Board to address traffic, drainage, and noise.  
40 5. Townhouses uses only are allowed.  
41

42 Staff further recommends approval of the following Findings of Fact:  
43

44  
45 **FINDINGS OF FACT:**

1 **GENERAL FINDINGS:**

- 2 1. The Governing Body has jurisdiction over the applicant's request for a zone
- 3 map amendment and proper notice of the hearing of this matter was given.
- 4 2. The property owner has authority to make application to rezone the
- 5 property.
- 6 3. The applicant and adjacent property owners received due process, as proper
- 7 notice and a full opportunity to present views were given.
- 8

9 **SPECIFIC FINDINGS IN SUPPORT OF THE GENERAL FINDINGS INCLUDE:**


- 10 1. The existing R-1 zoning is not appropriate for a major arterial street. Multi-
- 11 family housing should be located on collector or arterial streets.
- 12 2. A density of 15 dwelling units per acre would largely conform to medium
- 13 density single family residential uses designated in the *Comprehensive Plan*.
- 14 3. The *Comprehensive Plan* also promotes diversity in the types and
- 15 affordability of housing choices available to Rio Rancho residents.
- 16


17 **PLANNING AND ZONING BOARD RECOMMENDATION:**

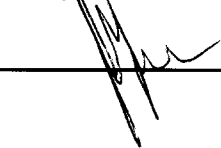
18 At its June 12, 2007 meeting, the Planning and Zoning Board voted 7-0 for  
19 approval with the amendment that only townhouse uses (no apartments) be  
20 allowed.

21  
22 Mr. Joseph Boeckman spoke at the meeting about neighboring property owner  
23 concerns. He submitted a letter signed by neighbors requesting the following  
24 conditions (see attached) be added to the rezoning by the Planning and Zoning  
25 Board:

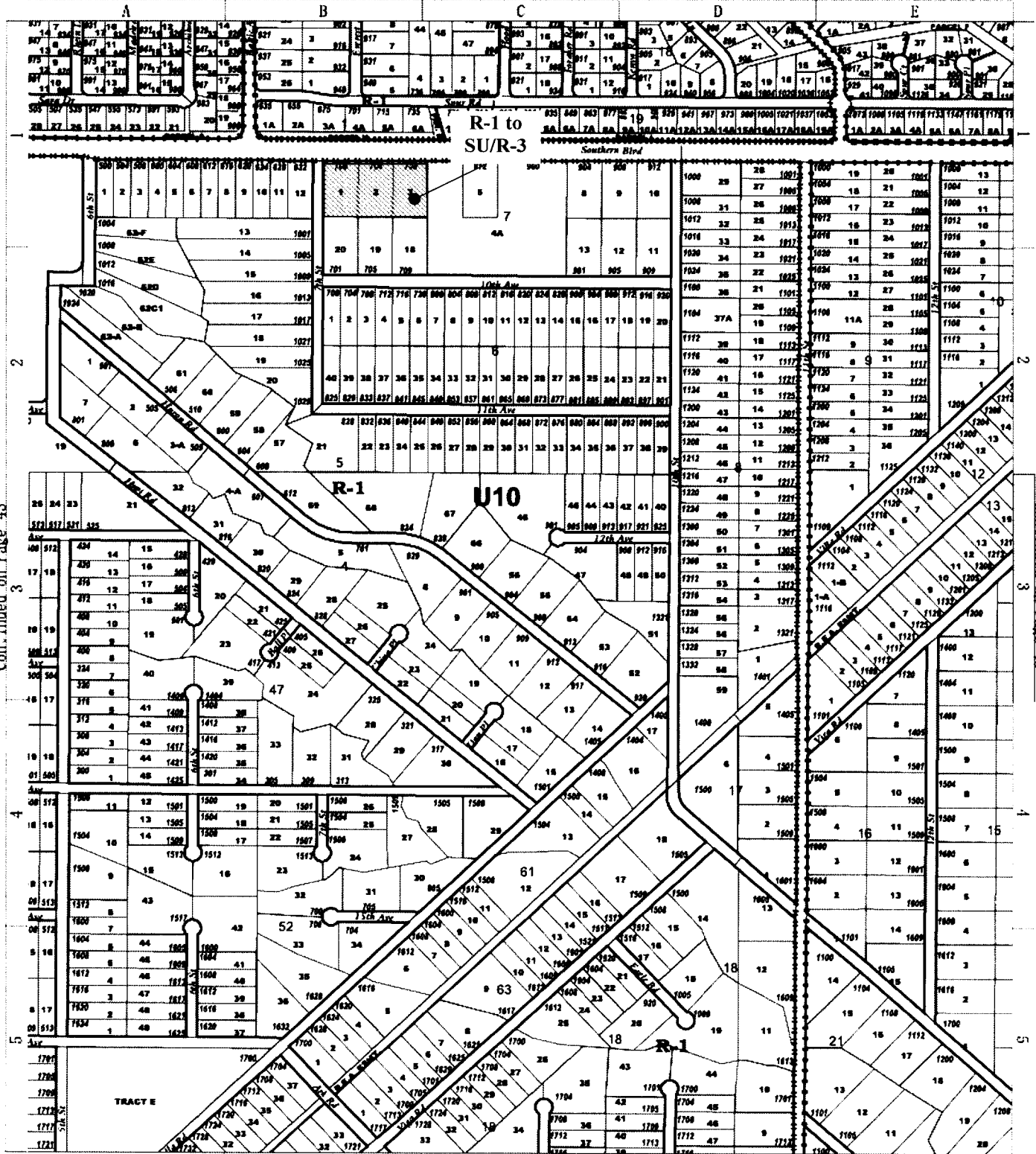
- 26 1. Only townhouse uses be permitted (no apartments).
- 27 2. A traffic signal be placed at the 7<sup>th</sup> Avenue and Southern Blvd. intersection.
- 28 3. Drainage improvements be made including pavement, curb and gutter along
- 29 7<sup>th</sup> Street and a portion of 10<sup>th</sup> Avenue.
- 30 4. A sound buffer wall and landscaping be constructed between the subject
- 31 property and single family residential properties to the south.
- 32

33  
34 **PREPARED BY:** Richard Meador  **DATE:** 6/28/07

35  
36 **DIRECTOR:** R. S. Anderson  **DATE:** 6/28/07

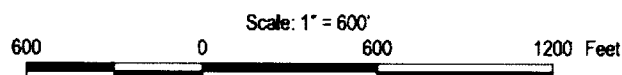
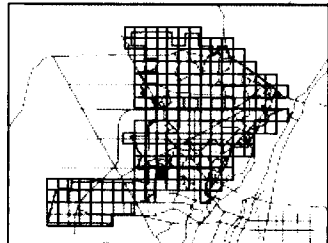
37  
38 **CITY MANAGER:**  **DATE:** 7/2/07

- 39  
40 **Exhibit(s):**
- 41 **Exhibit I:** Ordinance
  - 42 **Exhibit II:** Location Map
  - 43 **Exhibit III:** Neighbor's Letter
  - 44 **Exhibit IV:** Planning and Zoning Board Minutes
  - 45



Continued on Page 43

Continued on Page 45



CITY DEVELOPMENT DEPT.  
 PLANNING DIVISION  
 Prepared by: Clifford R. LeQueu

Confirmation of Zoning must be  
 obtained from the Zoning Division  
 of the City Development Dept.


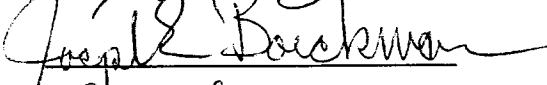
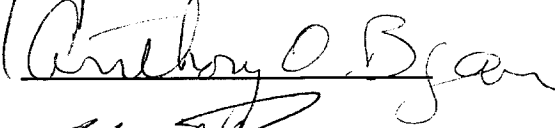
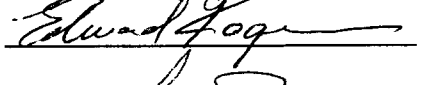
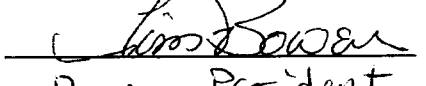
To Rio Rancho Planning and Zoning Board of Commissioners:  
June 1, 2007

We request that the following conditions be included for approval from R-1 to SU/R3.

1. That the zone change approval would authorize town homes (as originally submitted) and not allow apartments.
2. That the Baltic Avenue and 7<sup>th</sup> Street intersections at Southern Boulevard be controlled by traffic lights, with green arrow for left turn onto 7<sup>th</sup> Street from Southern.
3. That 7<sup>th</sup> Street from Southern to 10<sup>th</sup> Avenue, and the first 500 feet of 10<sup>th</sup> Avenue from the intersection of 7<sup>th</sup> Street going east be curbed and paved with drainage. That the existing entrances to properties be paved up to the property lines.
4. That a sound buffer and crime deterrent wall be constructed along the south end of the proposed zone, using the following minimum standards:
  - Eight foot (8') high wall (from side with highest grade), rough textured (similar to the wall on Grand Blvd. between Sara and 19<sup>th</sup> Street) with vines and shrubbery along the entire length.
  - At least twelve (12) evergreen trees and twenty-four (24) deciduous trees, each evergreen with a minimum height of twelve feet (12') at time of planting and each deciduous tree at least sixteen feet (16').

Thank you for your consideration of our request.

632 Southern Blvd SE	Perez residence
701 10 <sup>th</sup> Ave SE	Boeckman residence
705 10 <sup>th</sup> Ave SE	Bazan residence
709 10 <sup>th</sup> Ave SE	Rogers residence
900 Southern Blvd SE	Faith Church

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
Deacon President



**PLANNING & ZONING BOARD  
DRAFT MINUTES  
June 12, 2007**

**BOARD MEMBERS**

David Heil, District 1  
Mark Werkmeister, District 2  
P.J. Perry, District 3

John Paulson, District 4  
Todd Rastorfer, District 6  
Karl Wiese, At Large

Pat D'Arco, District 5, Chairman

**A. ZONE MAP ORDINANCE:** The applicants request to amend the zoning designation from the R-1, Single Family Residential District to the Special Use/R-3, Multi-Family Residential, District for 3.0 acres legally described as Unit 10, Block 7, Lots 1-3 of Rio Rancho Estates located at the southeast corner of 7<sup>th</sup> Street SE and Southern Boulevard (Postponed from the May 29, 2007 PZB meeting).

**Case No.:** 07-100-00004 and 07-100-00033

**Applicants:** Scott Weiss and Jason Shaffer

**Agent:** N/A

**Staff Contact:** Richard Meadows

**Staff Recommendation:** Approval with conditions

Mr. Meadows, Staff, stated that this item was postponed from the previous meeting because one of the neighboring property owners failed to receive his notification by mail. The neighboring property owners submitted a letter (included in the packet) which includes a list of conditions that they would like to see added in the Board's approval. Staff has recommended approval with the following conditions:

1. All three (3) lots be developed as a unit, which may required re-platting;
2. The maximum density of the development be no more than 15 dwelling units per acre;
3. Access be provided off of 7<sup>th</sup> Street;
4. Site plan approval by the Planning and Zoning Board.

Jason Shaffer, Applicant, asked Staff if access from Southern would still be allowed, in addition to the access to 7<sup>th</sup> Street. Mr. Meadows replied that a Traffic Impact Analysis will need to be done before the project is constructed and that TIA will determine whether the project can have full or partial access to Southern Blvd.

Mr. Shaffer agreed with the staff recommendation and addressed the concerns of the neighboring property owners by stating that the traffic signal at 7<sup>th</sup> Street and Southern Blvd. would be determined by the TIA, and that they would do whatever is recommended by the TIA, including participating with their prorated share of the cost a traffic signal. He added that it is their intention to pave 7<sup>th</sup> Street from Southern Boulevard to the end of their property, but did not intend to pave 10<sup>th</sup> Avenue unless it was somehow affected by this subdivision and required. In terms

1 of a sound buffer, the perimeter of the subdivision will have a garden wall. The  
2 south-side landscaping has not been addressed yet, but they are willing to provide  
3 some as long as the plants are drought resistant and don't require watering.  
4

5 **PUBLIC COMMENT:**

6 Joseph Boeckman, 701 10<sup>th</sup> Ave SE, Rio Rancho, representing the neighboring  
7 properties, stated that they are concerned about the traffic at the intersections of  
8 Baltic and 7<sup>th</sup> Street, if 7<sup>th</sup> Street is to be used as a main entrance. He stated that  
9 regarding drainage, he is concerned that if they only pave 7<sup>th</sup> Street to the end of  
10 their lot, the remaining half of 7<sup>th</sup> Street to 10<sup>th</sup> Avenue would be washed out. He  
11 added that all of the neighbors agree that 7<sup>th</sup> Street must be paved entirely to carry  
12 the drainage to the existing arroyos. He said the wall does not necessarily have to  
13 be a sound-proof wall, but the neighbors would prefer an eight-foot high wall that  
14 would make it harder for people to climb over.  
15

16 **MOTION PZB061207-5A: COMMISSIONER HEIL MOVED TO APPROVE THE**  
17 **APPLICANT'S REQUEST TO AMEND THE ZONING DESIGNATION FROM THE**  
18 **R-1, SINGLE FAMILY RESIDENTIAL DISTRICT TO THE SPECIAL USE/R-3,**  
19 **MULTI-FAMILY RESIDENTIAL, DISTRICT FOR 3.0 ACRES LEGALLY**  
20 **DESCRIBED AS UNIT 10, BLOCK 7, LOTS 1-3 OF RIO RANCHO ESTATES**  
21 **LOCATED AT THE SOUTHEAST CORNER OF 7<sup>TH</sup> STREET SE AND SOUTHERN**  
22 **BOULEVARD (POSTPONED FROM THE MAY 29, 2007 PZB MEETING). THE**  
23 **MOTION WAS SECONDED BY COMMISSIONER WERKMEISTER.**  
24

25 Commissioner Heil asked staff if the requests of the applicants should be  
26 addressing during Site Plan approval or now, and recommended that the Board  
27 should consider limiting the use to townhouses, and not apartments.  
28

29 **MOTION TO AMEND PZB061207-5A: COMMISSIONER WERKMEISTER**  
30 **MOVED TO AMEND THE APPLICANT'S REQUEST TO LIMIT THE USE TO**  
31 **TOWNHOUSES (NO APARTMENTS). THE MOTION WAS SECONDED BY**  
32 **COMMISSIONER HEIL.**  
33

34 Commissioner Wiese asked Staff to define "townhouse" versus an apartment. Mr.  
35 Meadows responded that the design standards in the zoning ordinance state that  
36 apartments can include 6 multi-family units on a lot, and the lots have to be at  
37 least 10,000 square feet in size. For town homes, the lots can be smaller (1200  
38 square feet in size), but each home is on a separate lot. Commissioner Wiese  
39 asked if townhouses could be attached or stacked. Staff stated that they would be  
40 attached, they could have zero-lot lines, and they could be two stories.  
41

42 Commissioner Wiese asked the applicant if limiting the use to townhouses would  
43 adversely affect his project. The applicant stated that it is their intention to build 45  
44 townhouses on the three acres.  
45

46 **AMENDMENT PZB061207-5A VOTE: MOTION CARRIED BY A VOTE OF 7-0.**  
47 **YES: HEIL, WERKMEISTER, PERRY, PAULSON, RASTORFER, WIESE AND**  
48 **D'ARCO**

1           **NO: NONE**  
2

3           Commissioner Heil stated his concern whether the applicant will be able to get 15  
4           townhouse lots per acre and still have room for a sound-buffer wall and  
5           landscaping. Mr. Shaffer replied that landscaping will be the only challenge that the  
6           architect will face. Their site plan will ask for a skinnier and deeper lot which will  
7           require an adjustment in regards to the setbacks. In order to get that number of  
8           units, the design will have to change. Their intention is to bring affordable housing  
9           to this area. Commissioner Heil asked if the conceptual drawing in the packet is  
10          correct. Mr. Shaffer stated that the drawing in the packet was submitted with the  
11          original rezone request for two acres and it will be changed to cover the three acres  
12          now being requested. He noted that a detailed drawing will be drafted by his  
13          architect at the time of Site Plan approval. Commissioner Heil stated that his major  
14          concern is how they intend to distribute and address parking needs.  
15

16          **PZB061207-5A VOTE: MOTION CARRIED BY A VOTE OF 7 – 0.**

17          **YES: HEIL, WERKMEISTER, PERRY, PAULSON, RASTORFER, WIESE AND**  
18          **D'ARCO**

19          **NO: NONE**  
20



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO. 20**

**ENACTMENT NO. 18-24**

**AN ORDINANCE OF THE CITY OF RIO RANCHO, NEW MEXICO AMENDING THE ZONING CLASSIFICATION AND OFFICIAL ZONING MAP; ZONE MAP OVERLAY ZONE FOR PROPERTY DESCRIBED AS ALL OF UNIT 10 RIO RANCHO ESTATES AND ANY SUBDIVISION THEREOF AND INCLUDING ALL ADJOINING RIGHT-OF-WAYS; IDENTIFYING DESIGN GUIDELINES, LANDSCAPE BUFFER AND USE SEPARATION GUIDELINES AS OUTLINED IN THE AMENDED UNIT 10 SPECIFIC AREA PLAN - APPENDIX 8.8; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

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

**WHEREAS:** in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 150.07, an application to amend the zoning designation on the subject property has been submitted by the City of Rio Rancho, and assigned City Case No. 18-100-00008; and,

**WHEREAS:** in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 150.07, the City of Rio Rancho Development Services has proposed an amendment to the Official Zoning Map for the purpose of imposing additional design standards, landscape buffers and use separation guidelines in Rio Rancho Estates Unit 10, based on the development and implementation of the Amended Unit 10 Specific Area Plan; and,

**WHEREAS:** the City of Rio Rancho Planning and Zoning Board held a duly noticed public hearing on May 8, 2018, regarding the proposed changes to the Official Zoning Map and, following study and consideration, has made findings (where applicable) whether or not the criteria in R.O. 2003 Section 150.07 are satisfied, and made these recommendations to the Governing Body regarding adoption of the changes; and,

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

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

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

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

1 **Section 1. Overlay Zone:**

2 The Overlay Zone authorized under Section 154.32 shall apply as an overlay zone for  
3 design standards, landscaping buffer and use separation guidelines as outlined in the  
4 Amended Unit 10 Specific Area – Appendix 8.8, and as further set forth in Section 2 below,  
5 and shall be denoted on the official zoning map as "OZ" in conjunction with the notation  
6 of the underlying zoning district for the following properties:  
7

8 All of Unit 10 Rio Rancho Estates, being land bordered by Southern Boulevard  
9 on the North, Unser Boulevard on the East, Bernalillo County on the South, and  
10 Rainbow Boulevard on the West, and any subdivision thereof and including all  
11 adjoining right-of-way.  
12

13 **Section 2. Design Guidelines:**

14 I. Purpose

- 15 a. To create appropriate buffers between higher intensive  
16 commercial/multi-family uses and single family residential developments  
17 in Unit 10, this overlay zone establishes setback regulations and creates  
18 flexible standards for landscape buffer areas between single-family  
19 residential uses abutting developments of a different land use type. The  
20 intent is to provide an adequate separation between uses and  
21 consistency and flexibility in the choosing of appropriate landscape  
22 features based on land use and site conditions.  
23

24 II. General Requirements

- 25 a. New structures and additions to existing structures must meet the  
26 setback regulations of this overlay zone.  
27 b. A buffer is a specified land area together with its planting and landscape  
28 requirements. A buffer may also contain a barrier such as a fence, wall,  
29 hedge, or berm where such additional screening is necessary to achieve  
30 the desired degree of buffering between adjacent uses.  
31 c. A landscaping buffer area is required along the perimeter (unless a zero  
32 setback is used) of the proposed development whenever a multifamily or  
33 non-residential property abuts a residential zone. The existing use, or,  
34 where vacant, the permitted use of the abutting property will determine  
35 the type of landscape area required for the proposed development.

36 III. New Developments

- 37 a. All new developments must meet the setback and landscape buffer  
38 requirements as set forth in this section.

39 IV. Existing Developments

- 40 a. Additions and modifications to existing buildings must meet the setback  
41 regulations of this overlay zone.  
42 b. Existing landscapes that do not comply with the provisions of this section  
43 must be brought into conformity to the extent possible when:  
44 i. The vehicular/parking lot area is altered or expanded by more  
45 than 10% other than re-striping or re-marking;  
46 ii. The building square footage is altered or expanded by more than  
47 50%; and/or  
48 iii. There has been a discontinuance of use for a period of 365 days  
49 or more.  
50 c. In the case of a constrained site, the property owner/developer will  
51 confer with the Development Services Director to determine how best to

1 meet the setback and landscape buffer requirements of this overlay  
2 zone.

3 V. Use Categories

4 a. For the purposes of landscape buffer requirements, developments are  
5 classified into the following land use categories, with corresponding  
6 zoning districts as defined in the City Code. The use categories for  
7 landscape buffer requirement purposes are:

8 i. L/MDR = Low/Medium Density Residential (1-8 DU/Acre)

- 9 1. R-1: Single Family Residential District
- 10 2. R-2: Single Family Residential District
- 11 3. R-3: Mixed Residential District (single-family  
12 development only)
- 13 4. R-4: Single Family Residential
- 14 5. A-R: Agricultural Residential District
- 15 6. M-H: Mobile Home Residential District
- 16 7. E-1: Estate Residential District
- 17 8. T-Z: Transitional Zoning District

18 ii. HDR = High Density Residential (8- 26 DU/Acre)

- 19 1. R-3: Mixed Residential District (multi-family/attached  
20 residential development)
- 21 2. R-5: Single Family Residential District
- 22 3. R-6: Multi-Family Residential District

23 iii. COM = Commercial

- 24 1. C-1: Retail Commercial District
- 25 2. O-1: Office District
- 26 3. NC: Neighborhood Commercial
- 27 4. MU-A: Mixed Use Activity Center District
- 28 5. CBD: Central Business District

29 iv. IND = Industrial, Business Park, Warehouse

- 30 1. C-2: Wholesale and Warehousing Commercial District
- 31 2. M-1: Industrial and Business Park District
- 32 3. BP: Business Park District
- 33 4. Utility

34 v. CIVIC = Civic, School, Church

35 VI. Setbacks

36 a. Rear – zero feet, unless abutting a residential zone, then a 15-foot  
37 setback with landscaped buffer is required for buildings up to 35 feet in  
38 height. For portions of a building greater than 35 feet in height, the  
39 building shall have a step-back of ten feet for each additional ten feet of  
40 height up to the maximum height of the district;

41 b. Side – zero feet, unless abutting a residential zone then, a 10-foot  
42 setback with landscaped buffer is required for buildings up to 35 feet in  
43 height. For portions of a building greater than 35 feet in height, the  
44 building shall have a step-back of ten feet for each additional ten feet of  
45 height up to the maximum height of the district;

46 c. Trash containers and trash compactors – 15 feet from the property line  
47 when adjacent to land planned or zoned for a single-family residential  
48 use.

49 i. All trash containers and trash compactors shall be screened from  
50 residential zones and public rights-of-way by decorative wall or  
51 enclosure that extends not less than two feet above the height of  
52 the trash container or compactor.

- ii. Flag poles – 25 feet from any property line, with a maximum height of 50 feet. Pole heights greater than 50 feet may be approved by conditional use permit.

VII. Determination of Landscape Buffer Requirements

- a. The table of buffer requirements (Table 1 - Required Buffers between Land Use Designations) describes the type of buffer required as determined by the uses allowed in the applicable zone and the type of use which is designated, approved, or existing on lands adjacent/abutting the proposed project. In order to determine the type of buffer required, the following procedures shall be followed:
  - i. Identify the abutting properties land use designation (existing and/or proposed).
  - ii. Where an abutting property has a lawful nonconforming use of less intensity than the allowable use of the property, buffering shall be based upon the allowable use. *(Note: This avoids the possibility of "too little buffering" should the nonconforming use be discontinued and subsequently developed with a use consistent with the future land use map).*
  - iii. Refer to Table 1 below for buffer requirements on each property boundary or portion thereof and select the desired buffer option for the specified type of buffer from those shown in Figure 1 through Figure 3.
  - iv. The following developments are not required to provide buffers:
    - 1. Construction of single-family homes on "antiquated" original Rio Rancho Estates lots.
    - 2. All licensed plant or tree nurseries shall be exempt from the terms and provisions of this section only in relation to those trees planted and growing on the premises of said licensee, which are so planted and growing for the sale or intended sale to the general public in the ordinary course of said licensee's business.
    - 3. Passive recreation such as golf course, open space areas, hiking/equestrian/bicycle trails, or boardwalks.

Table 1. Required Buffers between Land Use Designations

DEVELOPING LAND USE	ABUTTING LAND USE				
	L/MDR	HDR	COM	IND	CIVIC
L/MDR	N/A	A	B	B	B
HDR	A	A	B	B	B
COM	B	B	A	A	A
IND	B	B	A	A	A
CIVIC	B	A	A	A	A

VIII. Types of Buffers

- a. Required buffer types shall consist of "Type A" and "Type B" as follows:
  - i. Type A: Intended for similar land uses of differing intensities or densities, such as low density residential and higher density residential. See **Figure 1**.
  - ii. Type B: Intended for different land uses types with similar intensity, large differences in impacts and intensity, such as high density residential and neighborhood commercial; and such as single family residential and commercial uses. See **Figure 2**.

- b. Each buffer type consists of several options that utilize different landscape features to create an appropriate buffer between uses. Appropriate landscape features are determined by the total width of the landscape buffer area, the density of trees and shrubs proposed, the abutting land use, and existing site conditions.
- c. In no case will a required buffer of less than five (5) feet in width be allowed except when one (1) of the following conditions exists and is indicated on the site plan for the proposed development or project:
  - i. The adjacent property is designated with a nonresidential land use category and is vacant.
  - ii. The adjacent property has existing vegetation sufficient in size, types of plantings, and location that serve in the same capacity as the required buffers between the parcels.
- d. For projects that propose to retain seventy-five (75) feet of undisturbed area between the extent of the development and the property line, the Development Services Director may grant an exemption from buffering requirements of this section. This exemption does not apply to industrial, extractive, or outdoor recreation uses. Additionally, the site plan must show that the undisturbed area has an existing mixture of trees, shrubs, and other vegetation or native landscaping that would serve in the same capacity as the required buffer.
- e. For projects that are required to provide a buffer to adjacent residentially zoned property that is currently vacant, the applicant may plant the required buffer at the proper density and configuration, but may utilize smaller plants to allow for a longer period to maturity. All plants that are smaller than required shall be of a type that will reach the required height within two (2) years from the time of planting.
- f. Alternative designs for required buffers may be approved by the Development Services Director upon a finding that the required buffer will require alterations of the existing improvements on the property or that such alternative designs meets the intent of these regulations and sound landscaping practice. In no case is the Director authorized to reduce the width of a buffer or total number of plants required on the site.

IX. Use and Location of Buffers

- a. Areas identified as required buffers may also be used as follows:
  - i. Satisfaction of setback/yard requirements, if any.
  - ii. Satisfaction of open space requirements, if any (but not less than the required setbacks/yards).
  - iii. May contain stormwater retention or detention areas (including green infrastructure solutions), so long as the required buffer plantings are provided and the design and landscaping of the buffer does not interfere with proper functioning of the drainage system and the design water depth or water flow does not harm the viability of the plantings.
  - iv. Passive recreation such as pedestrian, bicycle, or equestrian trails subject to the following limitations:
    - 1. No plant material is eliminated.
    - 2. The total width of the buffer is maintained.
    - 3. All other requirements of these regulations are met.
- b. The following uses shall not be allowed in a required buffer: principal structures, accessory structures, plat fields, stables, swimming pools,

1 tennis courts, or similar active recreation uses; storage facilities, or  
2 parking facilities.

3 c. General location of design requirements:

4 i. Buffers shall be located on the outer perimeter of a lot or parcel  
5 that abut developments of a different land use type and/or  
6 intensity and extend the entire length of the lot or parcel  
7 boundary line.

8 ii. Buffers shall not be located on any portion of an existing,  
9 dedicated, or proposed right-of-way, roadway easement, or  
10 private street without prior approval of the Development  
11 Services Director.

12 1. In some cases, landscape areas may be located within  
13 existing or dedicated street right-of-way or roadway  
14 easement; however, this requires the written approval  
15 by the Development Services Director prior to  
16 installation.

17 iii. Where an existing utility easement is partially or wholly within a  
18 required buffer, the developer shall design the buffer to  
19 eliminate or minimize plantings within the easement to ensure  
20 proper clearance of all existing or proposed utility equipment.  
21 Such design may necessitate choosing a buffer with more land  
22 area and fewer required plantings.

23 X. Barriers & Fencing

24 a. Fencing for the purpose of security or protection is allowable within all  
25 buffers provided the fence complies with the applicable fence or wall  
26 requirements and standards found in the City Code. Developments  
27 proposing a privacy fence or wall six (6) feet or more in height within a  
28 required buffer may be allowed a fifty (50) percent reduction in the  
29 density of plantings required. Such request shall be submitted in writing  
30 by the applicant and shall include provisions by the owner for  
31 maintenance of the buffer and the fencing. This reduction does not apply  
32 to industrial, extractive, or active outdoor recreational uses.

33 XI. Plantings and Trees

34 a. At least 75% percent of landscape area shall be covered with living,  
35 vegetative materials, including trees, shrubs, ground cover, or flowers.  
36 Coverage will be calculated from the mature spread of the plants. To  
37 minimized water consumption the use of ground cover other than turf  
38 grass and plants that are native or adaptable to the climate of Rio  
39 Rancho is encouraged. In the event of a greater than minimum  
40 landscape buffer width, the 75% of plant material can be based on the  
41 calculation of the area for the smallest buffer width. The plant material  
42 can be evenly distributed within the provided landscape buffer area and  
43 no additional material is required. All plant material installed as park of  
44 any development shall be maintained by the property owner and at no  
45 time shall plant material be removed without being replaced with plant  
46 material similar in size and shape.

47 b. Plant Types

48 i. Appropriate species of trees, shrubs, and hedges to use within  
49 landscape buffer areas as listed in **Figure 3**.

50 ii. In general, plant species should be xeric, native species that will  
51 prosper within the selected buffer size, and reach mature heights  
52 as described below.

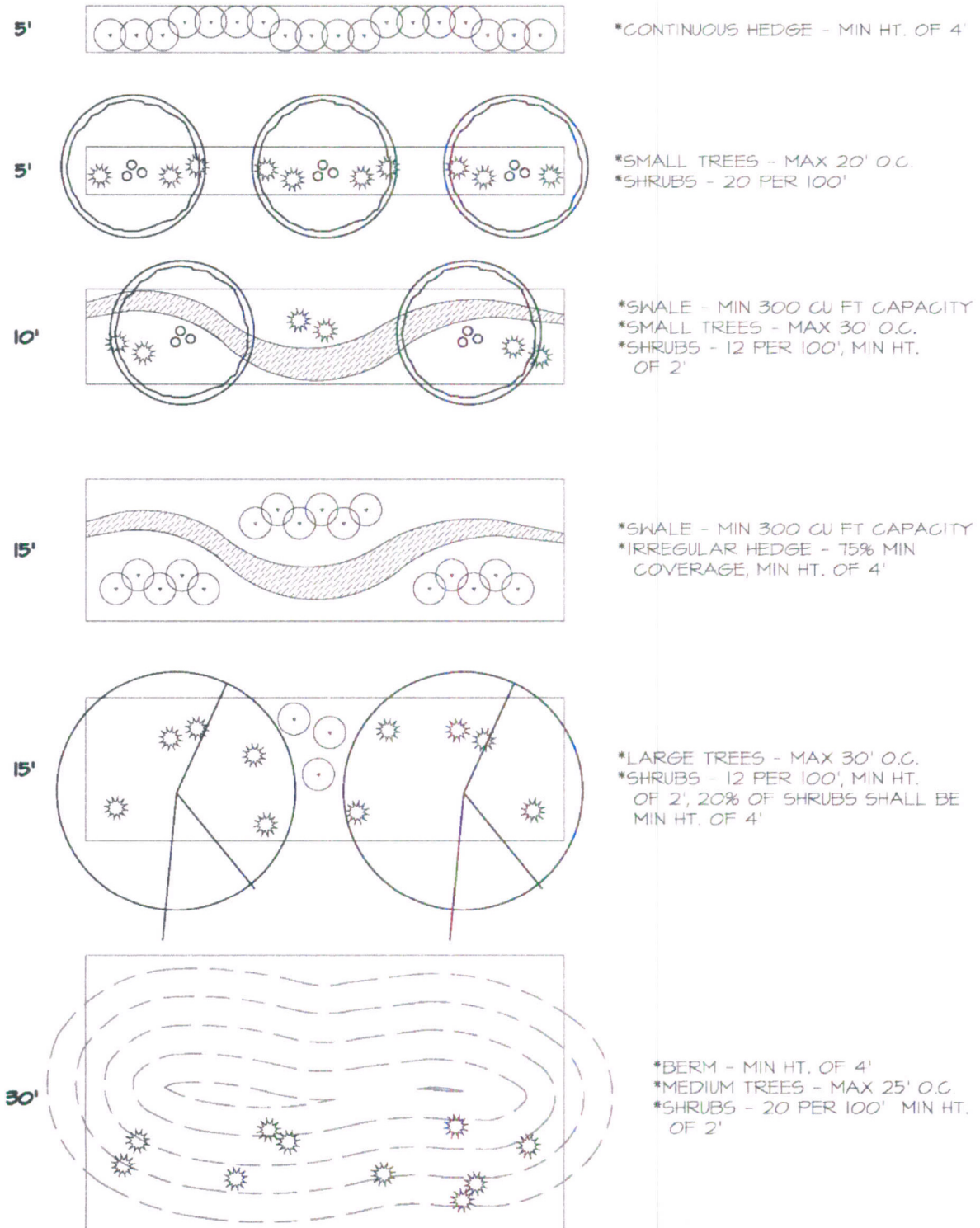
- 1                                   iii. All plants utilized shall be of a type that the growth will reach the
- 2                                   required height criteria within a two (2) year period from the
- 3                                   time of planting.
- 4                                   c. Trees
- 5                                   i. Trees in buffers less than ten (10) feet should be of a size that
- 6                                   will prosper within this size buffer. Trees in buffers of more than
- 7                                   ten (10) feet may be any size provided; however, at least one-
- 8                                   half of the required trees shall be a species that reach a
- 9                                   minimum height of twenty (20) feet at maturity.
- 10                                  ii. Trees used in required buffers may be used to meet the required
- 11                                  plantings for the property, provided the trees meet or exceed all
- 12                                  size, type, and location requirements for tree planting.
- 13                                  d. Shrubs
- 14                                  i. Shrubs shall be of species that have an average mature height of
- 15                                  at least two (2) feet.
- 16                                  e. Hedges
- 17                                  i. Continuous hedges shall have a height of at least four (4) feet
- 18                                  and form a continuous screening.
- 19                                  ii. Irregular hedges shall have a height of at least four (4) feet, and
- 20                                  shall be distributed as to screen at least 75 percent of the buffer
- 21                                  area per hundred linear feet.

22                   XII.    Landscape Elements

- 23                                  a. Berms
- 24                                  i. Berms are raised areas of the landscape buffer that may be
- 25                                  added to create visual interest and screening between uses.
- 26                                  Berms are appropriate in landscape buffers areas that are at
- 27                                  least fifteen (15) feet wide.
- 28                                  ii. Minimum berm height shall be at least 24 inches, on average, at
- 29                                  the crest of the berm, with a maximum berm height of five (5)
- 30                                  feet.
- 31                                  b. Swales & Green Infrastructure
- 32                                  i. Swales are lowered areas of the landscape buffer that are
- 33                                  designed to manage storm water runoff through retention,
- 34                                  infiltration and filtration of water runoff. Swales are appropriate
- 35                                  in landscape buffers areas that are at least ten (10) feet wide.
- 36                                  ii. Swales shall be on average three (3) feet wide by one (1) foot
- 37                                  deep, and have a total capacity of at least 300 cubic feet per 100
- 38                                  linear feet of buffer area.
- 39
- 40
- 41
- 42
- 43
- 44
- 45
- 46

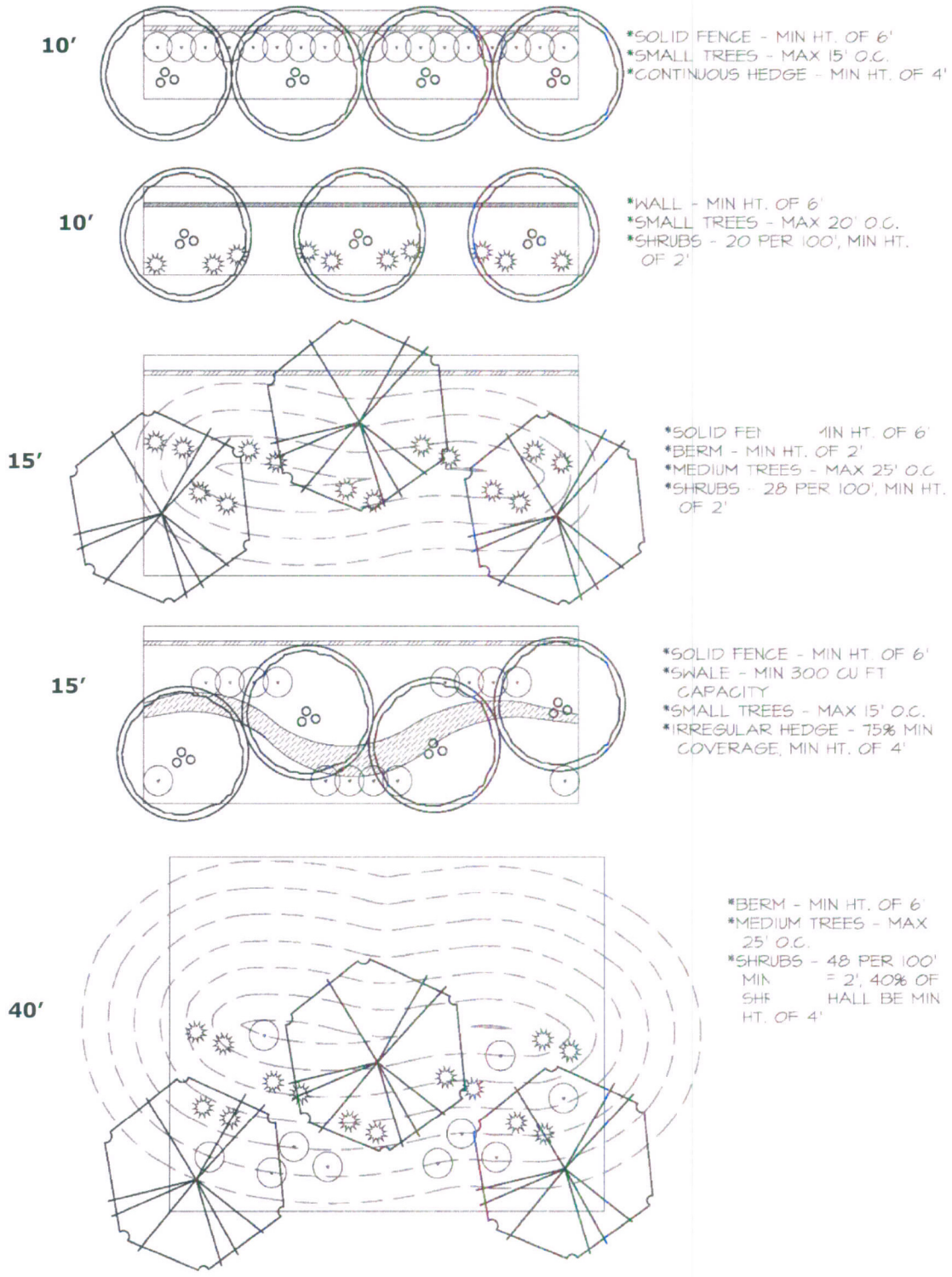
**Buffer Type Examples:**

**Figure 1: Buffer Type A** - Intended for similar land uses of differing intensities or densities, such as low density residential and higher density residential.



1 **Figure 2: Buffer Type B-** Intended for different land uses types with similar intensity, large  
 2 differences in impacts and intensity, such as high density residential and neighborhood commercial;  
 3 and such as single family residential and commercial uses.

4



5

**Figure 3: Recommended Landscape Buffer Plant List**

**Small Trees** (Trees with up to 20' wide canopy at maturity)

<u>Common Name</u>	<u>Botanical Name</u>	<u>Height x Spread</u>
NM Olive	Forestiera neomexicana	15' x 15'
Desert Willow	Chilopsis linearis	25' x 25'
Chaste Tree	Vites agnus-castus	25' x 20'
Redbud Species	Cercis sp.	20' x 15'
Mimosa	Albizia julbrissin	20' x 20'
English or Washington Hawthorn	Crataegus sp.	20' x 20'
Fragrant Ash	Fraxinus cuspidata	20' x 20'
Crape Myrtle	Lagerstroemia indica	15' x 15'
Screwbean or Western Mesquite	Prosopis sp.	20' x 20'
Sumac Species	Rhus sp.	15' x 20'
Afghan or Pinon Pine	Phus sp.	20' x 15'
Juniper Species	Juniperus sp.	Up to 20'

**Medium Trees** (Trees with up to 20' – 30' wide canopy at maturity)

<u>Common Name</u>	<u>Botanical Name</u>	<u>Height x Spread</u>
Sensation Box Elder	Acer negundo 'Sensation'	40' x 30'
Netleaf Hackberry	Celtis reticulate	25' x 25'
Ash Species	Fraxinus	Up to 30'
Golden Rain Tree	Koelreuteria paniculata	25' x 25'
Chisos Oak	Quercus granesii	25' x 25'
Locust Species	Robinia sp.	40' x 25'
Western Soapberry	Sapindus drummondii	30' x 30'
Austrian Pine	Pinus nigra	25' x 30'
Escarpment Live Oak	Quercus fusiformis	25' x 30'

**Large Trees** (Trees with up to > 30' wide canopy at maturity)

<u>Common Name</u>	<u>Botanical Name</u>	<u>Height x Spread</u>
Pecan	Carya illinoensis	40' x 40'
Common Hackberry	Celtis occidentalis	40' x 40'
Modesto Ash	Fraxinus velutina	40' x 35'
Thornless Honey Locust	Gleditsia triacanthos inermis	50' x 45'
Chinese Pistache	Pistacia chinensis	60' x 60'
Cottonwood	Populus wislizenii or fremontii	50' x 50'
Lacebark Elm	Ulmus parvifolia	50' x 50'
Japanese Pagoda Tree	Syringa reticulata	35' x 35'
Alligator Juniper	Juniperus deppeana	60' x 60'
Emory Oak	Quercus emoryi	35' x 35'

**Hedge Shrubs** (Shrubs more than 4' tall at maturity)

<u>Common Name</u>	<u>Botanical Name</u>	<u>Height x Spread</u>
Barberry Species	Berberis thunbergii	4' x 4'
Butterfly Bush	Buddleia spp.	5' x 5'
Pea Shrub	Caragana spp.	8' x 8'
Flowering Quince	Chaenomeles japonica	6' x 6'
Golden Currant	Ribes aureum	6' x 6'
Three Leaf Sumac	Rhus trilobata	6' x 6'
Sand Sage	Artemisia fillifolia	4' x 4'
Parney Cotoneaster	Contoneaster lacteus	8' x 10'
Silverberry	Elaeagnus pungens	10' x 10'
Mountain Mahogany	Cercocarpus montanus	10' x 8'
Arizona Rosewood	Vaqueria sp.	12' x 10'
Juniper Species	Juniperus sp.	Up to 10'

1 **Section 3. Severability Clause:**

2 If any section, paragraph, clause, or provision of this Ordinance, or any section,  
3 paragraph, clause, or provision of any regulation promulgated hereunder shall for any  
4 reason be held to be invalid, unlawful, or unenforceable, the invalidity, illegality, or  
5 unenforceability of such section, paragraph, clause, or provision shall not affect the validity  
6 of the remaining portions of this Ordinance or the regulation so challenged.  
7

8 **Section 4. Effective Date:**

9 This Ordinance shall take effect in ten (10) days after adoption.  
10

11  
12 **ADOPTED THIS 12<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

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18 \_\_\_\_\_  
19 **Greggory D. Hull, Mayor**  
20

21  
22 **ATTEST:**

23   
24 \_\_\_\_\_  
25 **Stephen J. Ruger, City Clerk**  
26 **(S E A L)**  
27

**154.76 OFF-STREET PARKING REQUIREMENTS.**

(A) All developments in all zoning districts shall provide a sufficient number of parking spaces to accommodate the number of vehicles that is likely to be attracted to a specific development. Please refer to the following criteria:

(1) *Number of spaces by building type.*

<b>Building Type</b>	<b>Number of Spaces</b>
<i>Single-Family Dwelling</i>	
Studio or one bedroom	2 spaces, with 1 space in enclosed garage
Two bedrooms	3 spaces, with 2 spaces in enclosed garage
Three or more bedrooms	4 spaces, with 2 spaces in enclosed garage
<i>Multi-Family Dwelling</i>	
Studio or one bedroom	1.5 spaces per each studio or one-bedroom unit
Two bedrooms	1.75 spaces per each two-bedroom unit
Three bedrooms	2 spaces per each three-bedroom unit
Guest/staff parking	6 spaces
<i>Mobile Home</i>	1 space per dwelling unit
<i>Hotels and Motels</i>	1 space for each unit; 1 space for each 2 employees, and additional spaces for any accessory use (see *1 below)
<i>Hospital or Clinic</i>	1 space for each bed
<i>Nursing Home</i>	1 space per each 0.75 beds
<i>Medical or Dental Office</i>	1 space per 300 square feet
<i>Places of Public Assembly, Including but Not Limited to Churches, Community Centers, Auditoriums, Theaters, Gymnasiums, Arenas, and Mortuaries</i>	1 space for every 4 seats; if no fixed seats, 1 space for every 40 square feet of gross floor area of main gathering area
<i>Clubs, Lodges, or Fraternal Organizations</i>	1 space per 200 square feet of floor area
<i>Dance Hall, Skating Rink, Fitness</i>	1 space per 200 square feet of floor area

<i>Centers or Health Clubs</i>	
<i>Office, Professional, Retail Businesses, and Public Buildings</i>	1 space per 300 square feet of floor area
<i>Restaurant, Bar</i>	1 space for every 4 seats or 1 per 100 square feet, whichever is greater
<i>Bowling Alley</i>	4 spaces per alley
<i>Industrial, Manufacturing, Wholesale Establishments</i>	1 space for each 2 employees on largest shift, or 1 space per 1,500 square feet of warehouse, whichever is greater
<i>Shopping Centers</i>	5 spaces per 1,000 square feet of gross floor area
<i>Mixed Uses</i>	The total requirement shall be the sum of the fractional requirements of the various uses computed separately

\*1 – Parking for accessory uses of restaurants, lounges, banquet and meeting rooms and convention facilities may be reduced by 40%. The 40% reduction does not apply to uses not identified in the sentence above.

(B) An applicant for a building permit must submit plans showing location, arrangement, and dimensions of the parking facilities, turning spaces, drives, aisles, and ingress and egress for approval by Development Services Department (DSD).

(C) The number of required parking spaces must be provided on the same lot where the principal use associated with the parking spaces is located. Spaces may be provided on adjacent or nearby lots; provided, that the number of off-site parking spaces does not exceed 25% of the total number of required spaces. The off-site parking spaces must be located within 300 feet of a public entrance or a principal building housing the use associated with the parking. A developer wishing to take advantage of these provisions must present a legally recorded document indicating that he has the irrevocable permission of the owner or agent in charge of the area where the off-site parking will be located to use such spaces. (See subsections (H) and (I) of this section for options.)

(D) *Design standards.*

(1) All facilities must provide appropriate access to a street, alley or public thoroughfare.

(2) Parking aisle widths shall conform to the following widths:

(a) *Aisle widths.*

Aisle Width	0°	30°	45°	60°	90°
One-Way Traffic	13	11	13	18	24
Two-Way Traffic	19	20	21	23	24

(3) Driveways shall not be less than 10 feet in width for one-way traffic and 20 feet in width for two-way traffic, except that 10-foot-wide driveways are permissible for two-way traffic when the driveway is no longer than 50 feet, it does not provide access for more than six spaces, and there is sufficient turning space so that vehicles do not need to back onto a public street. Each parking space shall consist of an area of not less than nine feet in width by 18 feet in length exclusive of driveway area, except in the following situations:

- (a) In parking areas containing 10 or more parking spaces, up to 20% of the parking spaces may contain a rectangular area of seven and one-half feet by 15 feet in length; provided, that such spaces are conspicuously designated as reserved for small or compact cars only.
- (b) Wherever parking areas consist of parallel parking spaces, the dimensions of such parking spaces shall not be less than nine feet by 22 feet.

(4) Vehicle accommodation areas shall be designed so that vehicles may exit parking areas without backing onto arterial streets and shall be designed so that sanitation, emergency, and other public service vehicles can serve the development without the necessity of backing unreasonable distances or making other dangerous or hazardous turning movements.

(5) Parking areas shall be designed so that vehicles do not extend beyond the property lines.

(6) Parking areas shall be designed so that traffic circulation allows vehicles to proceed safely without posing a danger to pedestrians and other vehicles and without interfering with parking areas.

(7) Parking areas shall be properly maintained in all respects. In particular, markings shall be kept clearly visible and distinct.

(8) Parking areas, loading and unloading areas, and the driveways constructed to service those areas shall be paved and/or stabilized with asphalt paving or other suitable material as determined by DSD.

**(E) Accessible parking spaces.**

(1) *Accessible parking space size.* Each required accessible space shall consist of an area of at least nine feet wide and shall have an adjacent access aisle five feet wide, minimum. At least one of the required

accessible parking spaces shall be van accessible, a minimum of nine feet wide with an adjacent access aisle a minimum of eight feet wide. One of every six accessible parking spaces must be designated van accessible. Parking access aisles shall be part of the accessible route to the building or facility entrance and shall comply with this chapter and the Americans with Disabilities Act (ADA). Two accessible parking spaces may share a common access aisle. Parked vehicle overhangs shall not reduce the clear width of an accessible circulation route.

(2) Every parking lot shall have a minimum number of designated disabled parking spaces as provided herein (per the current state and federal ADA standards):

(a) *Number of accessible parking spaces.*

<b>Total Spaces in Parking Lot</b>	<b>Minimum Designated Accessible Parking Spaces</b>	<b>Number Required to be Van Accessible</b>
1 – 25	1	1
26 – 35	2	1
36 – 50	3	1
51 – 100	4	1
101 – 300	8	2
301 – 500	12	2
501 – 800	16	3
801 – 1,000	20	4
1,000 and over	20 spaces plus one space for every 100 spaces, or fraction thereof, over 1,000	One of every six accessible parking spaces, or fraction thereof

(3) The designated disabled parking spaces shall be located so as to provide the most convenient access to entryways or to the nearest curb cut or ramp and must be clearly designated as such as per ADA specifications.

(4) No building permit shall be issued for the construction or substantial renovation of a commercial building inviting public access, unless the parking lot has designated disabled parking spaces as delineated herein.

(5) A sign or other designation posted after July 1, 2010, at an accessible parking space pursuant to this section shall include the language “Violators are subject to a fine and/or towing.”

(F) Wherever the normal operation of a development requires that goods, merchandise, or equipment be routinely delivered to or shipped from that development, a sufficient off-street loading and unloading area must be provided in accordance with the following:

(1) The area must be of sufficient size to accommodate the numbers and types of vehicles that are likely to use this area given the nature of the development.

(a) *Number of spaces by gross leasable area of building.*

<b>Gross Leasable Area of Building</b>	<b>Number of Spaces*</b>
1,000 to 19,999	1
20,000 to 79,999	2
80,000 to 127,999	3
128,000 to 191,999	4
192,000 to 255,999	5
*The area shall be a minimum of 12 feet by 55 feet with an overhead clearance of 14 feet from grade.	

(2) Loading and unloading areas shall be located and designed so that the vehicles intended to use them can maneuver safely without obstructing or interfering with any public right-of-way, parking space, or parking lot aisle.

(3) No area allocated to loading and unloading facilities may be used to satisfy the parking area requirements of the development or vice versa.

(G) Recognizing that the parking requirements set forth in this section cannot cover every possible situation, or a use is not mentioned, the parking requirements for such use shall be determined by the City Development Department Director, or designee, using this section as a guide, and:

(1) Whenever the Department allows or requires a deviation from the parking requirements set forth herein, it shall record the parking requirement that it imposes and the reasons for allowing the deviation.

(2) If the Department concludes, based upon information it receives in consideration of a specific development proposal, that the requirements for a particular use classification are in error, the Department shall initiate a request for an amendment to the table of parking requirements as set forth herein.

(H) *Reduction for mixed or joint use of parking spaces.* Upon application under the procedural requirements of a

variance the City Planning and Zoning Board may authorize a reduction in the total number of required parking spaces for two or more uses jointly providing off-street parking. However, in no case may the reduction be less than the required parking for the use with the largest number of required parking spaces plus 40% of the other required parking spaces. All uses must be on the same parcel, or parcels where the closest point between the parcels is a minimum of 250 feet (see also Article III: Supplemental Regulations and Standards). No part of any off-street parking area required for any building or use shall be included as a part of an off-street parking area similarly required for another building or use unless the Planning and Zoning Board shall find that the type of use indicates that the period of usage will not overlap or be concurrent with each other.

(I) *Reduced parking requirement.* Upon application under the procedural requirements of a variance the City Planning and Zoning Board may authorize a reduction in the total number of required parking spaces for nonresidential land uses in areas where a public parking lot or public on-street parking is available to serve and provide parking for a nonresidential land use. The amount of off-street parking may only be reduced by up to 50% of the required off-street parking. Such reduction in required off-street parking does not waive any requirements for a land use or property to improve any off-street parking area necessary to meet the requirements of these regulations, including but not limited to stormwater management, ADA accessible parking, and landscaping. When authorizing a reduction in required off-street parking, the Planning and Zoning Board may impose certain conditions and terms necessary to promote the intent and implement the requirements of these regulations. In determining the degree or amount of parking required for a particular use or location the Planning and Zoning Board's determination shall be based on the following criteria:

- (1) A property survey and parking site plan, indicating the amount of off-street parking available or proposed for the use and calculations of required off-street parking for the land use;
- (2) The amount and availability of on-street and public parking in the vicinity of the use requesting the reduction;
- (3) The present demand on existing on-street and public parking in the vicinity of the use requesting the reduction; and
- (4) Future availability of on-street and public parking in the vicinity of the use requesting the reduction.

(J) *Bicycle parking.* Provisions shall be made for no less than two spaces and up to two percent of the required automotive parking spaces. The bicycle parking area and/or facilities shall be of an acceptable design and location, and shown on the site plan and approved as part of the site plan approval process and final development order and/or building permit.

(K) *Commercial vehicle/equipment on residential property.*

- (1) One commercial vehicle/equipment may only be parked on a developed residential property provided:

- (a) It is parked in a parking space; maximum size of nine feet by 28 feet; and
  - (b) It is designed as a van, pickup truck or similar vehicle; and
  - (c) It is not more than 28 feet in length or no more than 10 feet in height.
- (2) One commercial vehicle/equipment not meeting the requirement of subsection (K)(1) of this section may only be parked on a developed residential property provided:
- (a) Such is parked beyond the profile of the home with lawfully permitted physical blinding to provide visual abatement from the street and the properties adjacent to the subject property.
  - (b) A “lawfully permitted physical blinding” means a structure, screening or structure that is in accordance with all existing applicable codes including but not limited to building codes, fire codes, and zoning codes.
- (3) A vehicle that is engaged in the expeditious process of loading or unloading passengers or freight is permitted to be parked for a reasonable time period to permit the loading or unloading.

(Ord. 18-20; Am. Ord. 19-20)



October 6, 2023

**RE: Site Plan Approval: Proposed Site Plan for Townhouses at 700, 704, & 708 Southern Blvd SE  
Case No. 23-160-00007**

Dear Property Owner:

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

The applicant, Matthew Herrera X2D, LLC., requests site plan approval for the properties of 700, 704, and 708 Southern Blvd SE. The subject properties are legally described as Rio Rancho Estates Unit 10, Block 7, Lot 1-3 and comprise approx. 3 acres. The subject properties are zoned SU: Special Use for Townhouses.

The Governing Body will consider this request at a public hearing on **Thursday, October 26, 2023** starting at 6:00 pm in the **Council Chambers of City Hall, located at 3200 Civic Center Circle**. If you would like to comment on this application, you are encouraged to send in comments in writing to [tdvorak@rrnm.gov](mailto:tdvorak@rrnm.gov), which will be presented to the Governing Body. This Governing Body meeting will be hybrid with options to participate virtually or in person. The City highly encourages citizens to watch the meeting live on the City's website [www.rrnm.gov](http://www.rrnm.gov) or on Sparklight cable channel 56.

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

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

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

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

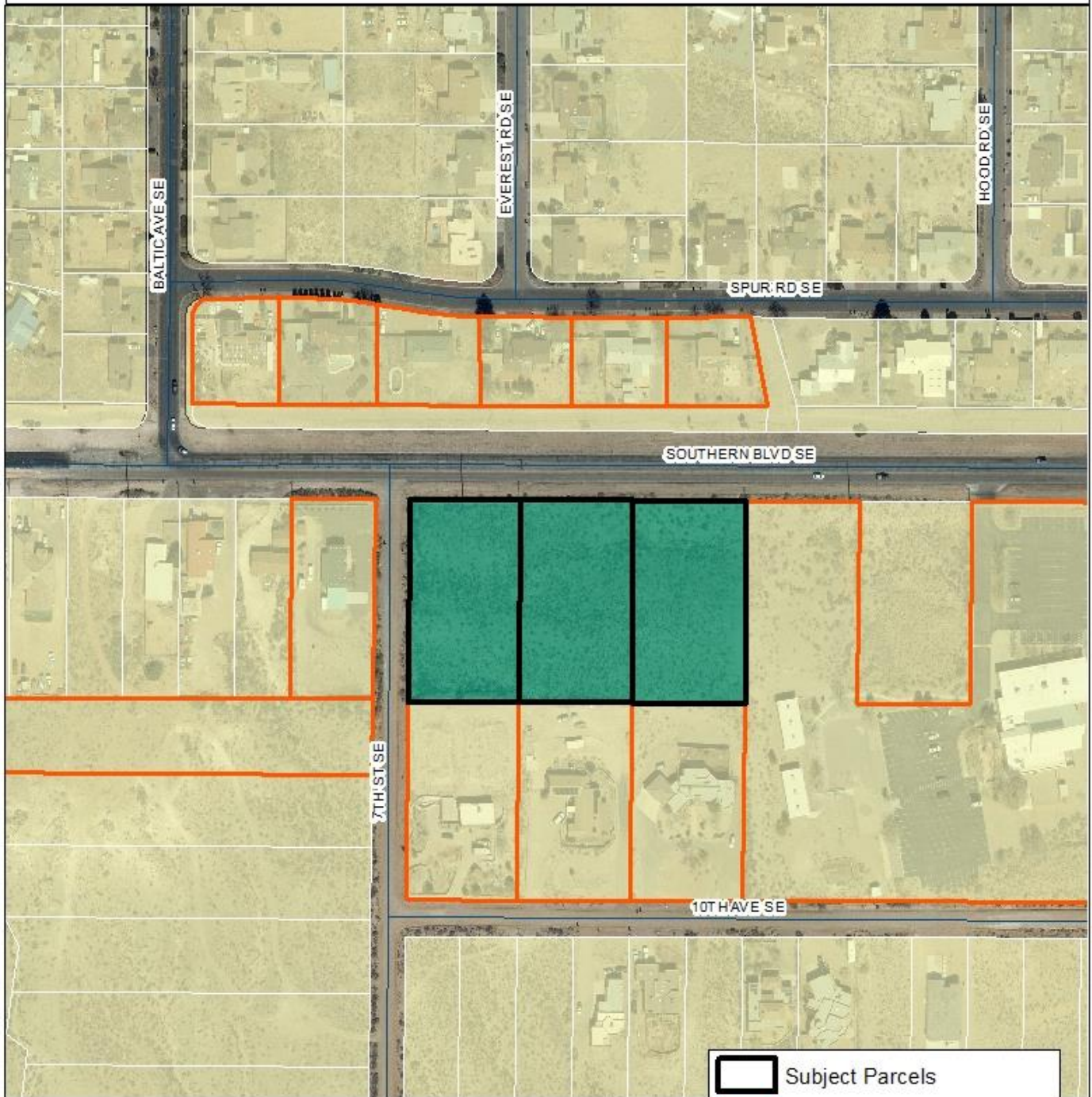
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Public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

Respectfully,

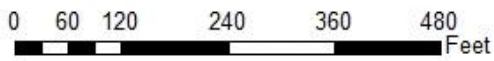
*Tim Dvorak*

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

# 700, 704 & 708 SOUTHERN BLVD SE SITE PLAN



	Subject Parcels
	Noticed Abutting Properties
	Roads
<b>Zoning</b>	
	R-1
	SU



Map Created by Tim Dvorak on 9/19/2023

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



**CITY OF RIO RANCHO  
PUBLIC HEARING NOTICE**

The GOVERNING BODY of the CITY OF RIO RANCHO, NM, will consider the following matter at its regularly scheduled meeting on Thursday, October 26, 2023 at 6:00 pm:

**Site Plan  
Case #23-160-00006**

The applicant, Mechenbier Construction, Inc., requests site plan approval for the property of 1805 Wellspring Ave SE. The subject property is legally described as Rio Rancho Estates Unit 10, Block 28, Lot 7 and comprises approx. 1.1 acres.

**Site Plan  
Case #23-160-00007**

The applicant, Matthew Herrera X2D, LLC., requests site plan approval for the properties of 700, 704, and 708 Southern Blvd SE, legally described as Rio Rancho Estates Unit 10, Block 7, Lot 1-3.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at [www.rnm.gov](http://www.rnm.gov). Materials related to these items are available for viewing in the Development Services Department at City Hall.

If you would like to comment on any of these applications, you are encouraged to submit a written comment to [planning@rnm.gov](mailto:planning@rnm.gov). Written comments will be inserted into the public record.

Journal: October 11, 2023



**DEVELOPMENT SERVICES DEPARTMENT— TRANSMITTAL AND REVIEW SHEET**

**DATE:** September 18, 2023

- TO:**
- (X) Development Services – Matt Geisel, David Serrano, Amy Rincon, Jordan Yutzy, Cedric Smith, Peter Prukop, Brian Babyak
  - (X) Fire and Rescue - Jessica Duron-Martinez, Gerard Bauer
  - (X) Police - Justin Garcia
  - (X) SSCAFCA – Andy Edmondson, Sara Rassa
  - (X) Parks and Recreation - Dyane Sonier
  - (X) Rio Rancho Public Schools – Michael Baker
  - (X) MRCOG – Peach Anderson-Tauzer

**FROM:** Development Services Department, Planning & Zoning Division

**RE: Site Plan:** DSD #23-160-00007 (RRE U10, Block 7, Lot 1-3)

The applicant, Matthew Herrera X2D, LLC., requests site plan approval for the properties of 700, 704, and 708 Southern Blvd SE. The subject properties are legally described as Rio Rancho Estates Unit 10, Block 7, Lot 1-3 and comprise approx. 3 acres. The subject properties are zoned SU: Special Use for Townhomes.

**The Special Use Ordinance for these properties requires site plan approval by the Planning and Zoning Board in addition to the Governing Body.**

Please review and provide recommendations, comments or corrections on this form and return via hand delivery, fax or e-mail by **Monday October 2, 2023**. If redline comments are made on the plan, please also provide me with a copy. Please contact Tim Dvorak at 505-896-8361 or e-mail [tdvorak@rrnm.gov](mailto:tdvorak@rrnm.gov) if you have any questions or would like to review a hard copy at my office.

This item has been reviewed and is hereby:

- RECOMMENDED FOR APPROVAL
- RETURNED FOR REVISIONS RESUBMITTAL REQUIRED
- RETURNED WITH COMMENTS RESUBMITTAL NOT REQUIRED

RRFR Comments: International Fire Code 2021 shall be followed.

1. Confirm fire hydrants are in approved distances and locations
2. Follow IFC Appendix D – Inside turning radius of turns shall be 28’.
3. No parking on Road ways. Fire lane required.
4. Fire Sprinkler system required.
  - a. Fire hydrant within 100’ of FDC(s)
5. Fire Alarm may be required.
6. Deferred Submittals for Fire Alarm and Fire Suppression systems.
7. Knox box for emergency access.
8. More requirements may be necessary upon plan review phase.

Gerard Bauer 10/2/2023

Gerard Bauer  
\_\_\_\_\_  
Reviewer

10/2/2023  
\_\_\_\_\_  
Date

## Timothy Dvorak

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**From:** GERARD BAUER  
**Sent:** Wednesday, October 11, 2023 10:57 AM  
**To:** Timothy Dvorak; JESSICA DURON-MARTINEZ  
**Cc:** JAMES WENZEL  
**Subject:** RE: Questions on Fire Lane Comments for Southern Townhomes

Good Morning Tim,

The road width shown is 28'. If a car would park on this road it would then reduce the size of this road to under the required 26' for Aerial fire apparatus and the required 26' for Access road width with a hydrant. Due to the size constraints on this property no parking will be allowed on the roadways. Please let me know if you have any further questions.

Thank you,

**D105.2 Width.** Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet (7925 mm), exclusive of shoulders, in the immediate vicinity of the building or portion thereof.

**D103.1 Access road width with a hydrant.** Where a fire hydrant is located on a fire apparatus access road, the minimum road width shall be 26 feet (7925 mm), exclusive of shoulders (see Figure D103.1).



### Gerard Bauer

*Lieutenant | Fire Prevention Officer*

---

**RRFR / Fire Marshal's Office**

**O:505.896.8357 C:505.389.7296**

[RRNM.gov](http://RRNM.gov) |





**DEVELOPMENT SERVICES DEPARTMENT— TRANSMITTAL AND REVIEW SHEET**

**DATE:** September 18, 2023

- TO:**
- (X) Development Services – Matt Geisel, David Serrano, Amy Rincon, Jordan Yutzy, Cedric Smith, Peter Prukop, Brian Babyak
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  - (X) Parks and Recreation - Dyane Sonier
  - (X) Rio Rancho Public Schools – Michael Baker
  - (X) MRCOG – Peach Anderson-Tauzer

**FROM:** Development Services Department, Planning & Zoning Division

**RE: Site Plan:** DSD #23-160-00007 (RRE U10, Block 7, Lot 1-3)

The applicant, Matthew Herrera X2D, LLC., requests site plan approval for the properties of 700, 704, and 708 Southern Blvd SE. The subject properties are legally described as Rio Rancho Estates Unit 10, Block 7, Lot 1-3 and comprise approx. 3 acres. The subject properties are zoned SU: Special Use for Townhomes.

**The Special Use Ordinance for these properties requires site plan approval by the Planning and Zoning Board in addition to the Governing Body.**

Please review and provide recommendations, comments or corrections on this form and return via hand delivery, fax or e-mail by **Monday October 2, 2023**. If redline comments are made on the plan, please also provide me with a copy. Please contact Tim Dvorak at 505-896-8361 or e-mail [tdvorak@rrnm.gov](mailto:tdvorak@rrnm.gov) if you have any questions or would like to review a hard copy at my office.

This item has been reviewed and is hereby:

- RECOMMENDED FOR APPROVAL
- RETURNED FOR REVISIONS RESUBMITTAL REQUIRED
- RETURNED WITH COMMENTS RESUBMITTAL NOT REQUIRED

SSCAFCA Comments:

Please make sure that the development runoff is accurately calculated and assess whether the existing conditions can adequately accommodate it in accordance with the City of Rio Rancho permits. If not, please propose appropriate measures to address it.

9/28/23

\_\_\_\_\_  
Reviewer

\_\_\_\_\_  
Date



**DEVELOPMENT SERVICES DEPARTMENT— TRANSMITTAL AND REVIEW SHEET**

**DATE:** September 18, 2023

- TO:** (X) Development Services – Matt Geisel, David Serrano, Amy Rincon, Jordan Yutzy, Cedric Smith, Peter Prukop, Brian Babyak  
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MRMPO has no adverse comments. For informational purposes:

- Southern Blvd is functionally classified as a Minor Arterial.
- Southern Blvd is identified as a Community Principal Arterial in the Long Range Roadway System (LRRS).
- A proposed bike lane is identified on Southern Blvd in the Long Range Bikeway System (LRBS).
- Southern Blvd is an Intelligent Transportation System (ITS) Corridor. Please consult the reviewing agency’s Traffic Engineering and/or ITS Department with any questions regarding ITS infrastructure.

Appendix G of the MTP recommends the following as it relates to the subject property:

- Combine land redevelopment with enhancements to existing transportation facilities to better incorporate bicyclists and pedestrians.

Peach Anderson-Tauzer  
Reviewer

10-2-2023  
Date



**DEVELOPMENT SERVICES DEPARTMENT— TRANSMITTAL AND REVIEW SHEET**

**DATE:** September 18, 2023

- TO:** (X) Development Services – Matt Geisel, David Serrano, Amy Rincon, Jordan Yutzy, Cedric Smith, Peter Prukop, Brian Babyak  
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**FROM:** Development Services Department, Planning & Zoning Division

**RE: Site Plan:** DSD #23-160-00007 (RRE U10, Block 7, Lot 1-3)

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Per Municipal Code 154.60 for residential landscaping, and the Unit 10 overlay requirements for vegetation/buffers, please update the site plan to reflect the required landscaping of the buffer – between the project area and surrounding R-1 zoned properties. Show both a landscape plan (with plantings, locations, name of species, size of plantings) and irrigation plan (indicating where an irrigation meter and backflow preventer, type of back flow preventer are located). Irrigation backflow preventer will need to be registered and tested per ordinance 54.0.

*Dyane N. Sonier*

*09/21/23*

\_\_\_\_\_  
Reviewer

\_\_\_\_\_  
Date

## Timothy Dvorak

---

**From:** Angela Romero <aromero@melloynissan.com>  
**Sent:** Thursday, October 5, 2023 10:08 AM  
**To:** Timothy Dvorak  
**Subject:** Case No. 23-160-00007

Caution! This message was sent from outside your organization.

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

Good morning Tim,

I am responding to a notice I received regarding a proposed site plan for townhouses at 700, 704 & 708 Southern Blvd SE (Case NO. 23-160-00007). I own one of the properties abutting the subject properties (675 Spur Road SE Rio Rancho NM 87124). ***I am opposing the request and approval of Townhomes being built*** in what is essentially my back yard. I am a single mother with a young daughter who enjoys spending time outside. Spur Road is a busy street with speed bumps, which makes it unsafe for children to play in the front yard. Our only other option is to spend time in our backyard. If multifamily buildings are constructed, I believe it will pose an invasion of privacy as new residents would be able to see into my private backyard and into the windows of my home. Also, multifamily homes would increase the constant change and fluctuation in residents in the area, which feels unsafe. In addition to my privacy and safety concerns, this type of change would drastically reduce the value of my property and all of the properties surrounding it. I have lived in my home since 1999 and I take pride in the neighborhood and city I live in. Please consider the current residents before approving a zoning change. I would hate to have to vacate my home of nearly 25 years over feeling unsafe and violated.

Thank you for your consideration,

**Angela Romero**  
**505-228-1869**  
**675 Spur Rd**  
**Rio Rancho, NM**  
**87124**

## Timothy Dvorak

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**From:** Sue Babcock <4evrsusieq@gmail.com>  
**Sent:** Friday, October 6, 2023 10:44 AM  
**To:** Timothy Dvorak  
**Cc:** Jim Owen  
**Subject:** Site Plan Approval Case No. 23-160-00007 Proposed Townhouses at 700,704 & 708 Southern Blvd. SE

Caution! This message was sent from outside your organization.

Attention:

Rio Rancho Planning and Zoning Board  
Tim Dvorak

The zoning on these parcels was changed from R1 residential to SU townhouses in 2007. This should be changed back to R1.

The area, housing and neighborhood has changed significantly in the past 16 years.

The construction of 15 - 45 townhouses possibly 32 feet high on the approximately 3 acres in question is vehemently opposed.

Please respond to the following,

It is a fact that our current home sale valuations will drop! Who do we as homeowners hold responsible for this difference in valuation? The City of Rio Rancho or the Developer?

Who will be responsible for the reimbursement of the difference in the sale value of our homes upon this date October 10, 2023, some valued at over \$500000. compared to the LOSS in value IF townhomes are built on these parcels? Homeowners are willing to have realtors value our homes current sale value.

The majority of the people currently living in these homes who will be vastly affected have been in their homes 16 years or longer. Reaching the time in life where they should be able to enjoy our homes, many are retired senior citizens.

Townhomes constructed on these parcels will be a horrendous invasion Of privacy for all the homes abutting these parcels. Our backyards will no longer have any privacy.

Which of you on the board would like townhomes built overlooking your backyard?

Traffic is already congested on Southern Blvd. SE and increases as development continues past Rainbow Blvd. Increasing traffic on 7th which is an unpaved gravel road to exit onto Southern Blvd. will add to this congestion.

Consider the crime rate which is a factor and known to increase in an area of multifamily dwellings compared to residential only neighborhoods.

Only 11 property owners were notified of the proposed townhomes. Townhomes at this location will impact numerous homeowners in this neighborhood and they all deserve to be notified and have the opportunity to voice their concerns and opposition.

The neighborhood is ready to develop and sign petitions to fight against this development. Please advise as to what our options as long time Rio Rancho citizens are to have this stopped.

Sincerely,

Susan Babcock 5054005285

## Timothy Dvorak

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**From:** Codie Abramson <codie87124@yahoo.com>  
**Sent:** Monday, October 9, 2023 1:08 PM  
**To:** Timothy Dvorak  
**Subject:** case No. 23-160-00007

Caution! This message was sent from outside your organization.

You don't often get email from codie87124@yahoo.com. [Learn why this is important](#)

I am writing in regard to the lot development on 7th and Southern. My name is Codie Abramson I live at 756 Spur Rd. Southeast Rancho New Mexico 87124 which is right across the street from this proposed development there is an alleyway across from my house that leads right out to Southern, I believe that the development of these townhomes across from my house is gonna create unwanted crime, increase traffic, abstract views and bring unwanted crime to our neighborhood. These proposed townhomes would sit 35 feet high and would be able to peer into people's backyards not only on the South side of Southern but on the northern side of Southern as well. I strongly believe that these lots should be only allowed to be developed for single-home families and not for townhomes or apartments. Those are my objections to the development planned out for 7th and Southern. Furthermore, I am curious as to why nobody on Spur Rd. and this neighborhood was given written notice of this proposal this falls within 300 feet of my home and would definitely affect me.

Thanks, Codie Abramson

Phone: 505-369-9595

Codie87124@yahoo.com

## Timothy Dvorak

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**From:** Pat Ferryman <pferryman@yahoo.com>  
**Sent:** Sunday, October 8, 2023 3:57 PM  
**To:** Timothy Dvorak  
**Cc:** Jim Owen  
**Subject:** Apartments

Caution! This message was sent from outside your organization.

[You don't often get email from pferryman@yahoo.com. Learn why this is important at [The area has grown so much in the last 20 years with growth and building now, they want to ruin our view, or schools, and our property values by building apartments on Southern and 7th.](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus-east-2.protection.sophos.com%2F%3Fd%3Daka.ms%26u%3DaHR0cHM6Ly9ha2EubXMvTGvHcm5BYm91dFNlbnRlcklkZW50aWZpY2F0aW9u%26p%3Dm%26i%3DNjNhMjNjZTRmMDNkNmMxMTVmMmNmMDdk%26t%3DZ1lyUGhOWDIDVWZ0dVNVTk12aUZBWE5TMEdOUkUxK2E4WnNpSzloUFJvdz0%3D%26h%3D6b9e80fe3a494614813e2698451f9f54%26s%3DAVNPUeHUT0NFTkNSWVBUSVYNqaL97X0_D9VtAjf3kTOwQQhLHklPLmc76RgOPhN6sQ&data=05%7C01%7Ctdvorak%40rrnm.gov%7C3e846afced974c9ffbb508dbc84998f3%7C85f89ab989ad408d8ea95572052f806c%7C0%7C0%7C638323990649567910%7CUnknown%7CTWFpbGZsb3d8eyJWljoicjoiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikl1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=UUBikcAiqx7cQMNI7cE7awLTjooss6XQQT3W3%2BWf%2B4%3D&reserved=0 ]</p></div><div data-bbox=)

The traffic congestion has gotten so bad at certain times of the day uoucannot turn left off Baltic or Pecos. We were told the road would become 4 land years ago and that never happened but building has continued.

The 2 elementary schools that service our area and the one middle school are so crowded now they house 3 times the number of students they were built to hold and adding apartments will only make it worse.

The crime has increased significantly with each set of apartments built, with each new subdivision built ie the graffiti, the racing up and down Southern every night, the shop lifting at the local stores, and the property crimes in the area has increased. We do not have enough officers to keep up with the garbage going on in our town. The running of red lights, the accidents, the illegal U turns to name a few. The fire department and the police head out toward the edge of town much more than they have before. 30 apartments an acre 3 acres that is 90 apartments x 4 people each an additional 360 people congesting the schools, the roads, and the stores.

Plus apartments bring down property values. We have worked hard to bring our home up to code, and increase the value of our home. If you do this and my value drops 30% then do we sue the city or the contractor to get the difference when we sell our home? I can't afford and I know my neighbors can't lose 30% of the property value. Or schools and roads cannot handle the increase in traffic.

The fact that only a few of the neighbors got the letter and all of us are affected is another consideration. And finally we will lose our view of the city and the mountains to only be able to see buildings. This is not wanted, not fair, and should not happen until all neighbors have the ability and information to let their thoughts know on the subject.

Patricia Ferryman  
957 Spur Rd Se  
Sent from my iPad

## Timothy Dvorak

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**From:** Perry Henderson <perryh155@gmail.com>  
**Sent:** Tuesday, October 10, 2023 9:55 AM  
**To:** Timothy Dvorak  
**Subject:** Case#23-160-00007 townhomes

Caution! This message was sent from outside your organization.

[You don't often get email from perryh155@gmail.com. Learn why this is important at [We reside at 807 Spur Road SE which is nearly across the street from this proposed site and we were not notified by the city about this.](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fus-east-2.protection.sophos.com%2F%3Fd%3Daka.ms%26u%3DaHR0cHM6Ly9ha2EubXMvTGhcm5BYm91dFNlbnRlcklkZW50aWZpY2F0aW9u%26p%3Dm%26i%3DNjNhMjNjZTRmMDNkNmMxMTVmMmNmMDdk%26t%3DZ1yUGhOWDIDVWZ0dVNVTk12aUZBWE5TMEdOUkUxK2E4WnNpSzloUFJvdz0%3D%26h%3D14574d2a604d4bf8b418d5fdbc95a08f%26s%3DAVNPUeHUT0NFTkNSWVBUSVanbZQqWtJmlbQjRSGLQxQ4aW5-Ja6zCJDT1nBOyTu4yw&data=05%7C01%7Ctdvorak%40rrnm.gov%7Cfc9a2959e1ef489df76308dbc9a95e50%7C85f89ab989ad408d8ea95572052f806c%7C0%7C0%7C638325501496804580%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ikk1haWwiLCJXVCI6Mn0%3D%7C1000%7C%7C%7C&sdata=fw4wM%2BCpd%2F1dA8Y6UzBShZscLnmoehVknshzjdnP2A%3D&reserved=0 ]</p></div><div data-bbox=)

>From what we understand only 12 residents who are directly adjacent to the lots were notified. Why weren't we informed?

This is going to have a direct effect on our views and property values.

Perry and Carolyn Henderson  
807 Spur Road SE  
Rio RanchoNm 87124

## Timothy Dvorak

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**From:** Greg Hedin <greghedin@gmail.com>  
**Sent:** Tuesday, October 10, 2023 2:26 PM  
**To:** Timothy Dvorak; Jim Owen  
**Subject:** Site Plan Approval Case No. 23-160-00007 (Townhouses at 700, 704, & 708 Southern Blvd SE)

Caution! This message was sent from outside your organization.

Some people who received this message don't often get email from greghedin@gmail.com. [Learn why this is important](#)

Attention:

Rio Rancho Planning and Zoning Board

Tim Dvorak

We strongly oppose the proposed development of townhouses in these lots which are adjacent to our property. A collection of multifamily buildings looking into our backyard would leave us with no privacy. We moved to this neighborhood because it is rural and residential. The proposed development basically amounts to erecting an apartment complex in our backyard. This brings noise and traffic congestion to a narrow stretch of southern blvd which will result in more auto accidents both on 10<sup>th</sup> street SE and the west bound merging lane at Southern and Lisbon.

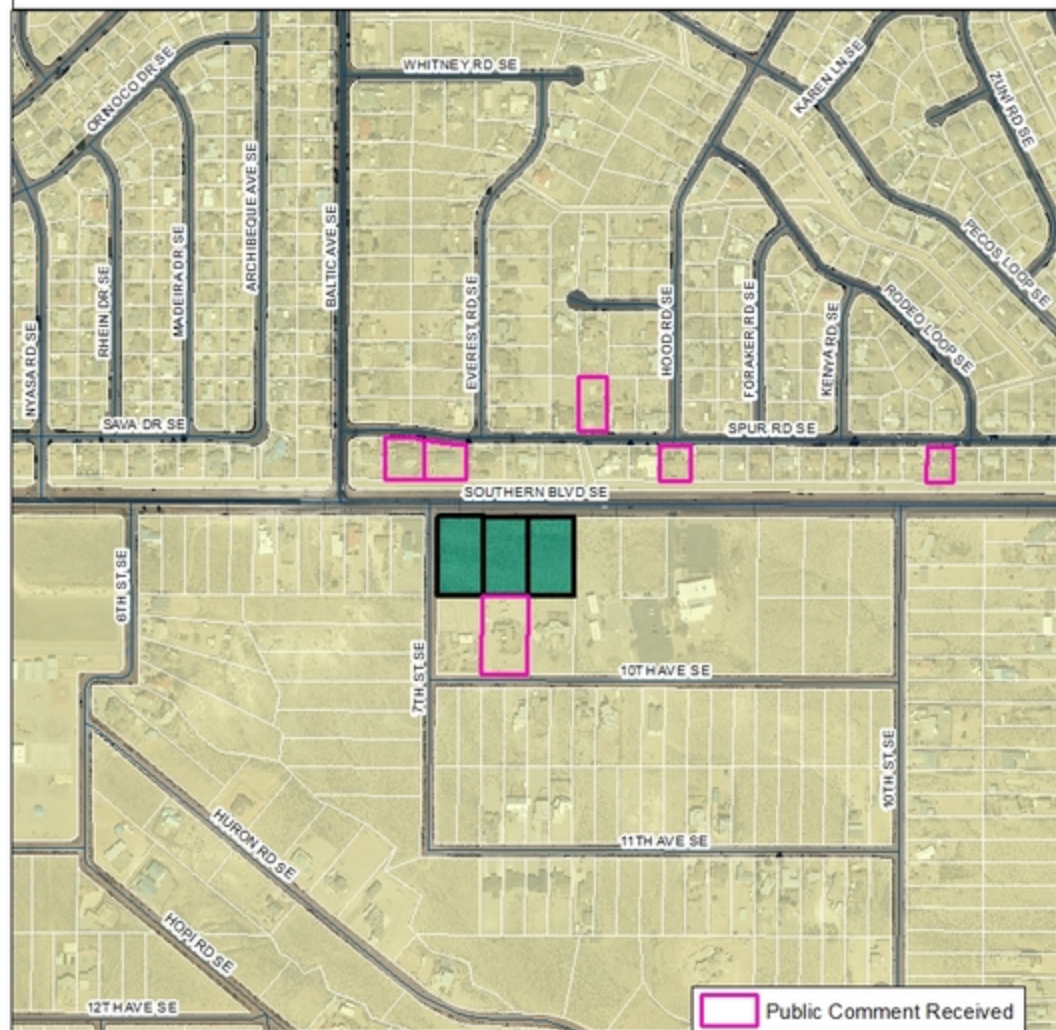
All of these things will bring down the quality of life and the value of the homes in our neighborhood. For some of us that would mean our mortgages going underwater. This should be avoided by rezoning the lots to R-1 residential -- bringing them inline with the rest of the neighborhood. We like our rural side of southern blvd where our homes are houses -- not profit centers to stack as many families in as possible. We wish to preserve the identity of this neighborhood.

Other members of the neighborhood have not been informed of this proposed development and an abutting property (701 10th ave se) is currently pending sale. If they have not already been notified they should be given the opportunity to give their opinion since they will be directly affected.

Sincerely,

Sonia and Greg Hedin

# 700, 704 & 708 SOUTHERN BLVD SE SITE PLAN (PUBLIC COMMENTS RECEIVED)



Public Comment Received  
 Subject Parcels  
 Roads

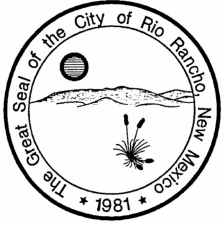
**Zoning**

R-1  
 SU



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

Map Created by Tim Dvorak on 10/10/2023



## CITY OF RIO RANCHO COVER PAGE

**Legislation Item: D41**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Development Services

**SUBJECT:**  
D41, Site Plan Approval for Proposed Overflow Parking at 1805 Wellspring Ave. SE

### **BACKGROUND AND ANALYSIS:**

The applicant, Mechenbier Construction, Inc., requests site plan approval for the property of 1805 Wellspring Ave. SE. The subject property is legally described as Rio Rancho Estates Unit 10, Block 28, Lot 7 and comprises approx. 1.1 acres. The existing zoning for the subject property is SU: Special Use for C-1 Commercial, except for the uses of adult entertainment and bars and lounges.

The Applicant seeks to provide overflow parking for the adjacent parcel of 1817 Wellspring Ave SE (Eye Associates building). The site plan provides for forty-three (43) 9' x 18' parking spaces, with a 24' drive aisle. Four parking spaces on the adjacent parcel of 1817 Wellspring Ave. SE will be removed to provide cross-access between 1805 and 1817 Wellspring Ave. SE.

### **CONFORMANCE WITH THE CITY ZONING ORDINANCE:**

The Rio Rancho Code of Ordinances (R.O. 2003) 154.43 (3) requires "All SU zoned property must have a site plan approved by the Governing Body. The site plan may accompany the application for a change in zoning designation or may be submitted for approval at a later date. Approval of the site plan must be obtained prior to any development of the property." Pursuant to the criteria provided by R.O. 2003 § 154.43 (3)(a) through (3)(j), the site plan at a minimum shall contain the following:

- a. Scale and north arrow; Criteria is satisfied.
- b. Lot boundaries and easements; Criteria is satisfied.
- c. Existing and proposed utilities; Criteria is satisfied.
- d. Existing and proposed rights-of-way; Criteria is satisfied.
- e. Proposed structure with uses, dimension, and setbacks; There are no proposed structures associated with this site plan approval. The proposed use of a parking lot on the subject property is permissible under the C-1: Retail Commercial zoning district (154.24 of City Code).
- f. Proposed ingress, egress, parking and circulation; There will be cross-access between 1805 and 1817 Wellspring Ave. SE to provide access to the proposed overflow parking on 1805 Wellspring Ave. SE. A Cross Access Agreement will be required as a condition of approval; Criteria is satisfied.
- g. Landscaping and landscape buffers; At this time, as the site plan proposal is for the sole purpose of overflow parking, landscaping requirements are deferred until further development of the lot. The Applicant has indicated that they still intend to landscape, as indicated on the green spaces along Wellspring Ave. SE and between the lots of 1805 and 1817 Wellspring Ave. SE. The Applicant is currently working on the more detailed landscaping plan; Criteria is satisfied.
- h. Elevations; No elevations needed as part of this development at this time; Criteria is satisfied.

- i. Adjacent property characteristics; Properties to the east and west are zoned SU Special Use for Limited C-1 Commercial per the same Ordinance as the subject property, with MU-A: Mixed Use Activity Center District to the north and R-1: Single-Family Residential District and SU Special Use for Neighborhood Commercial, Senior Living Facility, or Townhomes to the south.
- j. Preliminary drainage plan; A full grading and drainage plan and erosion plan will be required prior to any future development; Criteria is satisfied.

NOTIFICATIONS: Adjacent property owners were notified of this hearing by mail 15 days prior to the hearing date. A notice sign was posted on the property as required by Ordinance. A legal notice was published in the October 11, 2023 edition of the Albuquerque Journal. All legal notification requirements for this property have been met.

**IMPACT:**

The Development Services Department recommends the Governing Body approves the applicant's request for Site Plan Approval with the following findings of fact and conditions of approval:

**GENERAL FINDINGS OF FACT:**

- 1.R.O. 2003 154.43 (3) requires site plan approval by the Governing Body.
- 2.The applicant has the authority to apply for a site plan approval.
- 3.The applicant and adjacent property owners received due process as proper notice and a full opportunity to present views were given.

**SPECIFIC FINDINGS OF FACT OF CONDITIONS OF APPROVAL:**

- 1.The subject property is zoned SU: Special Use Zoning for Limited C-1 Commercial Uses by Ordinance No. 23, Enactment No. 12-23.
- 2.The site plan conforms to the Rio Rancho Code of Ordinances (R.O. 2003) Section 154.43.
- 3.Development of the site will conform to all City ordinances, standards, and specifications.
- 4.The review and subsequent building permit applications will ensure conformance to the approved site plan, City ordinances, and standards and specifications.
- 5.The Director of the Development Services Department may approve minor changes to this site plan if the changes are consistent with the use and other written requirements and/or conditions or approval, if the buildings are the same general configuration, if the total square footage is not greater than 10% of the approved site plan, the site circulation is similar in its effect on adjacent property or streets, and the approving official finds that neither the City nor any person will be substantially aggrieved by the altered site plan.
- 6.The approval is valid for a period of three years from date of approval, in which time a building permit for the proposed structures must be applied for and issues, remain active, and the authorized construction shall be started and diligently pursued to completion without cessation of 30 days.
7. Applicant shall address all applicable department comments, including but not limited to: compliance with turnaround diameter and turn radius standards, as per Rio Rancho Fire and Rescue comments.
8. Cross-Access Agreement shall be recorded between the subject property and the adjacent property located at 1817 Wellspring Ave. NE, prior to building permit issuance.

**ALTERNATIVES:**

- The Governing Body may approve the site plan.
- The Governing Body may deny the site plan.
- The Governing Body may modify the site plan request and approve such modifications.
- The Governing Body may continue the public hearing to request additional information or to consider testimony provided at the public hearing.

DEPARTMENT RECOMMENDATION:

Staff recommends that the Governing Body approves the Site Plan with findings and conditions.

ATTACHMENT: [Zoning, Location](#)

ATTACHMENT: [Reproduction of Notices](#)

ATTACHMENT: [Application](#)

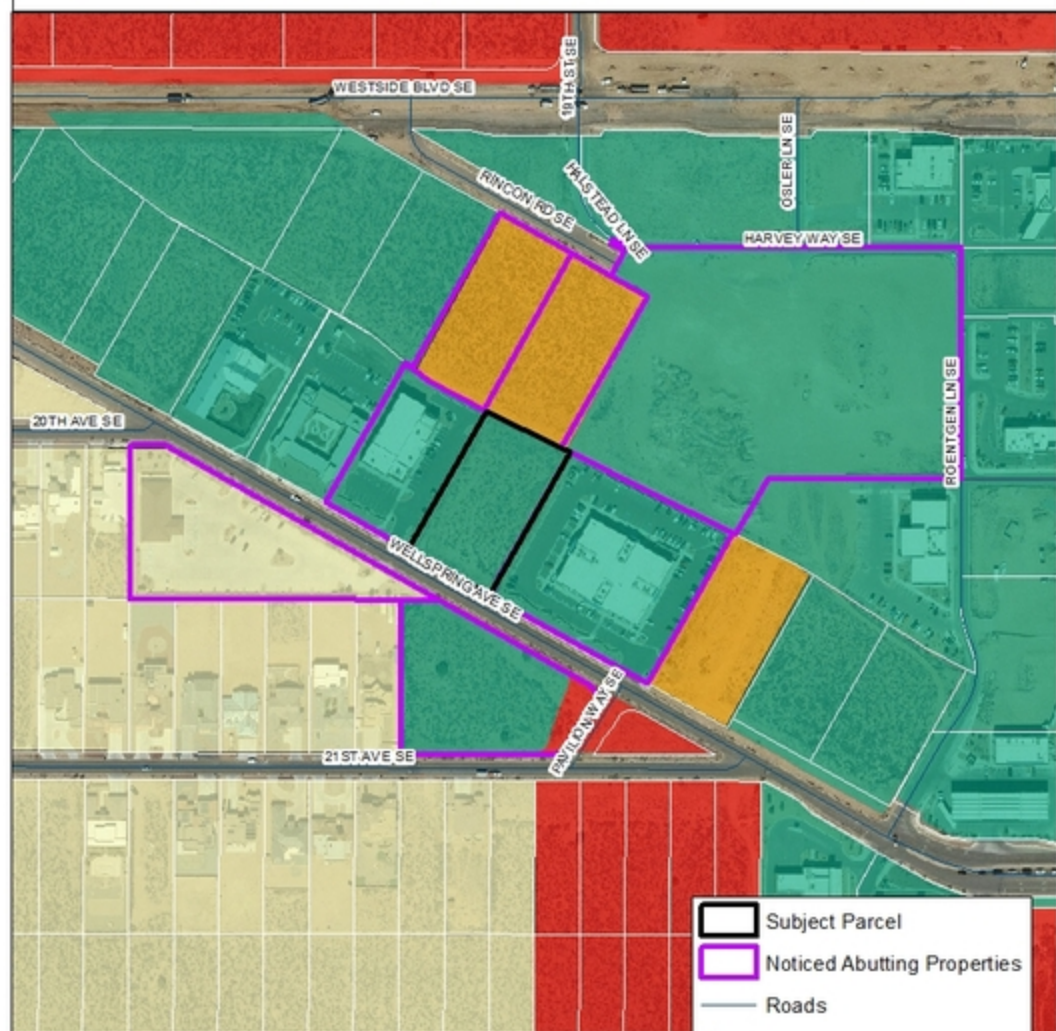
ATTACHMENT: [Site Plan](#)

ATTACHMENT: [Legal Ad](#)

ATTACHMENT: [Warranty Deed](#)

ATTACHMENT: [Reviewer Comments](#)

# 1805 WELLSPRING AVE SE SITE PLAN



 Subject Parcel  
 Noticed Abutting Properties  
 Roads

**Zoning**

 C-1  
 MUA  
 R-1  
 SU



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

Map Created by Tim Dvorak on 9/19/2023



October 6, 2023

**RE: Site Plan Approval: Proposed Site Plan for Overflow Parking at 1805 Wellspring Ave SE  
Case No. 23-160-00006**

Dear Property Owner:

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

The applicant, Mechenbier Construction, Inc., requests site plan approval for the property of 1805 Wellspring Ave SE for the creation of overflow parking. The subject property is legally described as Rio Rancho Estates Unit 10, Block 28, Lot 7 and comprises approx. 1.1 acres. The existing zoning for the subject property is SU: Special Use for C-1 Commercial.

The Governing Body will consider this request at a public hearing on **Thursday, October 26, 2023** starting at 6:00 pm in the **Council Chambers of City Hall, located at 3200 Civic Center Circle**. If you would like to comment on this application, you are encouraged to send in comments in writing to [tdvorak@rrnm.gov](mailto:tdvorak@rrnm.gov), which will be presented to the Governing Body. This Governing Body meeting will be hybrid with options to participate virtually or in person. The City highly encourages citizens to watch the meeting live on the City's website [www.rrnm.gov](http://www.rrnm.gov) or on Sparklight cable channel 56.

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

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

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

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

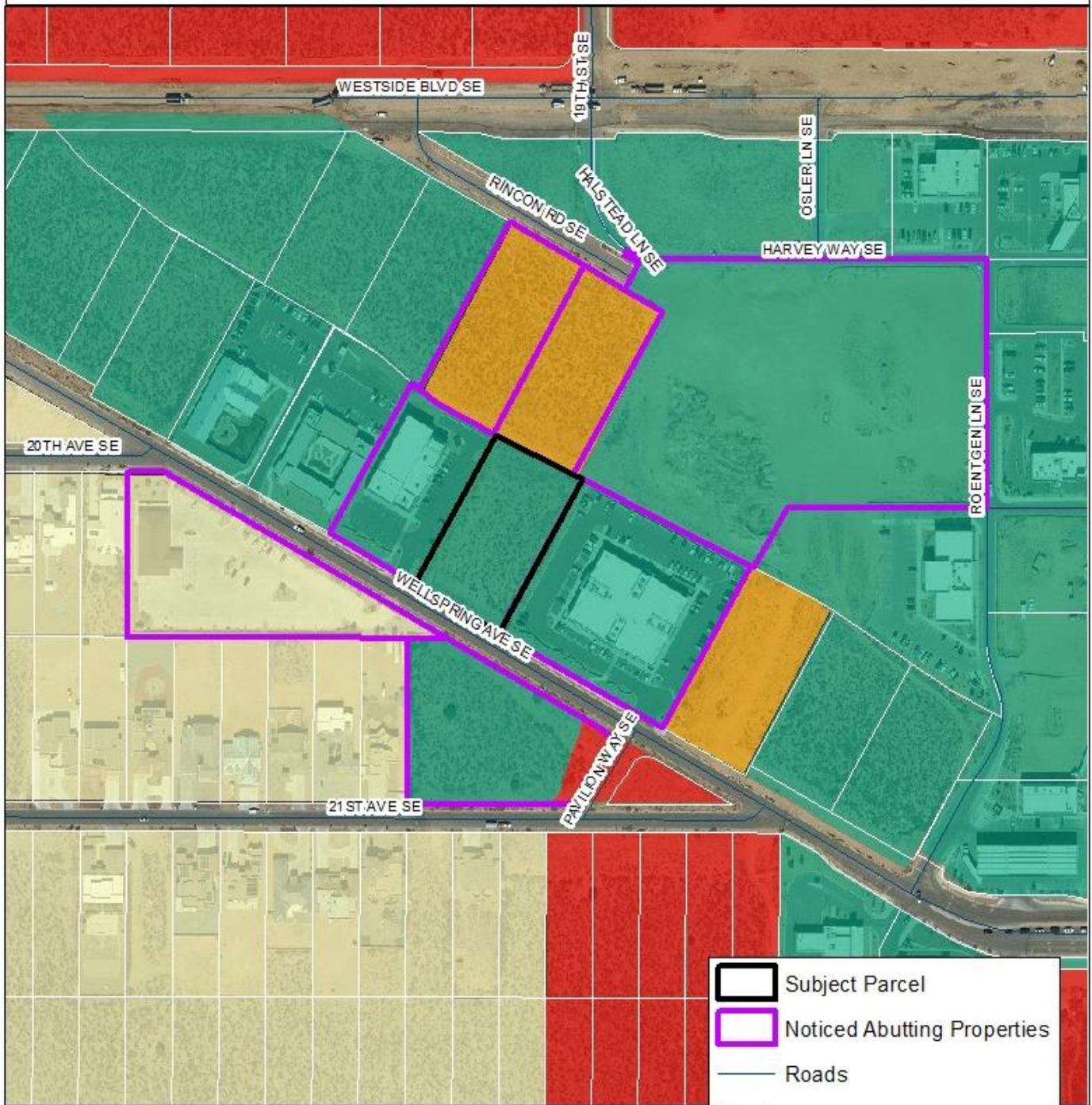
If you are an individual with a disability who is in need of a reader, amplifier, qualified sign language interpreter, or any form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the City Clerk, 505-891-5004, as soon as possible prior to the meeting. Public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

Respectfully,

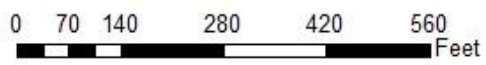
*Tim Dvorak*

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

# 1805 WELLSRING AVE SE SITE PLAN



	Subject Parcel
	Noticed Abutting Properties
	Roads
<b>Zoning</b>	
	C-1
	MUA
	R-1
	SU



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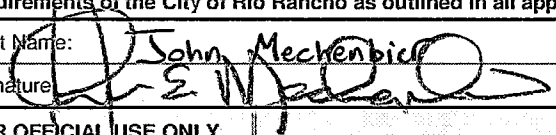
Map Created by Tim Dvorak on 9/19/2023

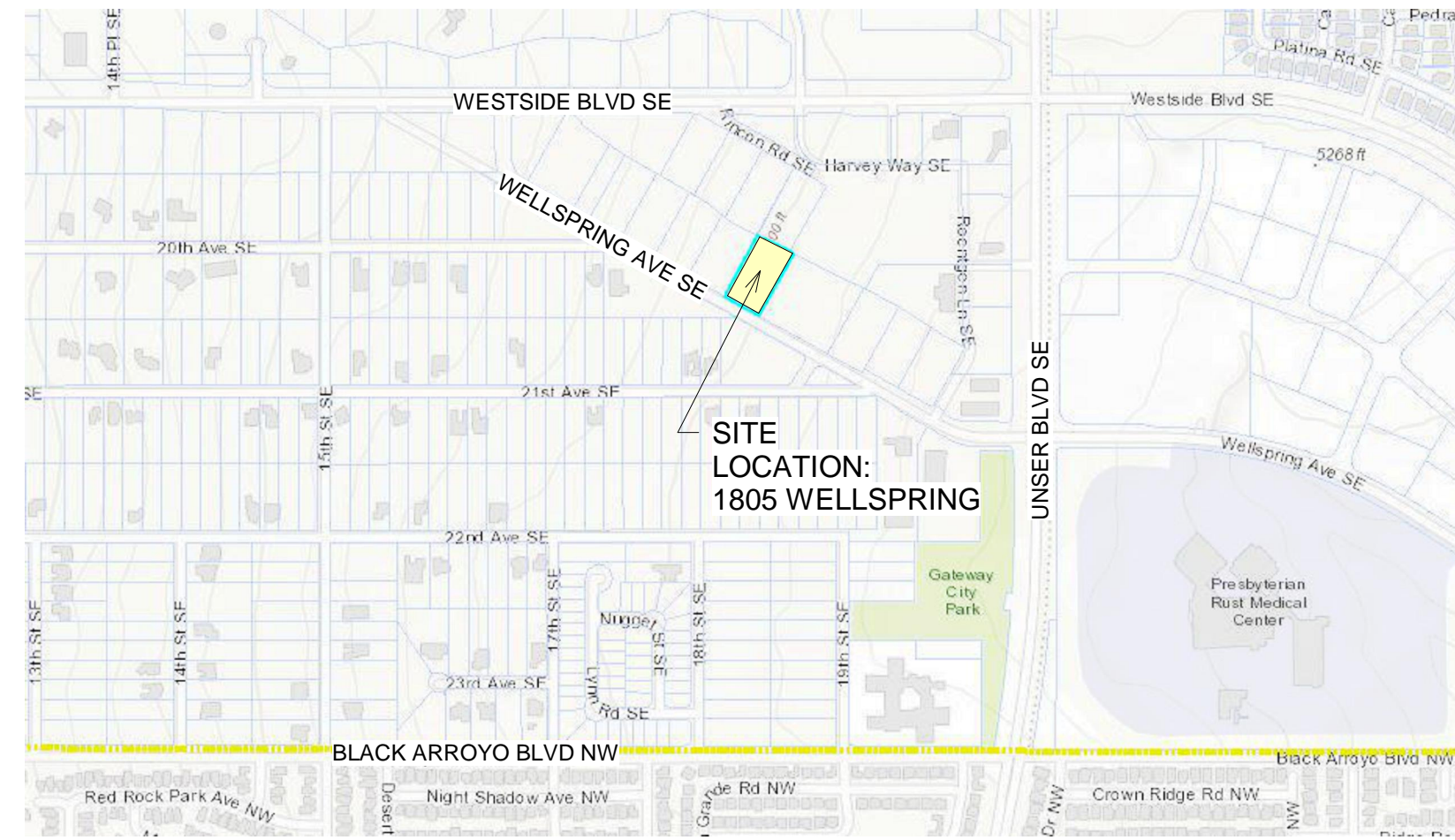
## PLANNING & ZONING LAND USE APPLICATION

Please check appropriate box

(Fees are listed on the back)

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

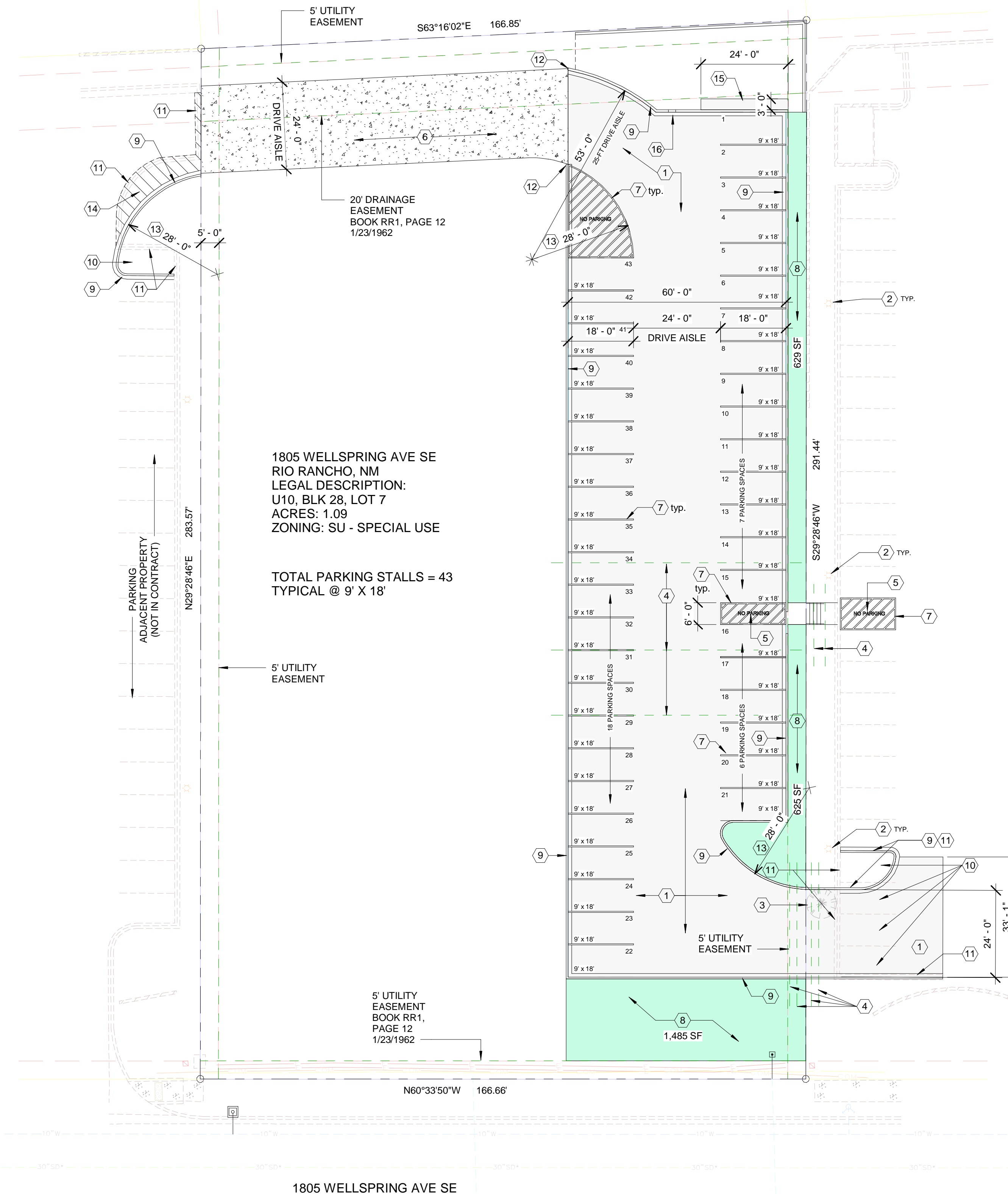
Please Print In Ink Only or Type			
Application must be complete. Please attach the appropriate checklist for the action you are requesting, if applicable.			
<b>APPLICANT/AGENT INFORMATION</b>			
Applicant Name: <u>Mechenbier Construction, Inc.</u>		Phone: <u>505-314-7700</u>	
Address: <u>8500 Washington St. NE, Ste. A-5</u>		E-Mail: <u>jmechenbier@mechenbier.com</u>	
City: <u>Albuquerque</u>	State: <u>New Mexico</u>	Zip: <u>87113</u>	
Proprietary Interest: <u>owner</u>	List Owners: <u>Wellspring Partners LLC (John Mechenbier)</u>		
Deed or Ownership Verification Provided: (Initials) <u>ASM</u>	Letter of Authorization Provided: (Initials) <u>Gary Mallory</u>		
Agent Name:		Phone:	
Address:		E-Mail:	
City:	State:	ZIP Code:	
<b>DESCRIPTION OF REQUEST: (PLEASE ADD ADDITIONAL SHEET(S) IF NECESSARY)</b>			
<u>Requesting site plan approval for special use zoning.</u>			
<b>SITE INFORMATION: (PLEASE PROVIDE ACCURATE LEGAL DESCRIPTION)</b>			
Subdivision/Unit: <u>Rio Rancho Estates / Unit 10</u>	Block(s): <u>28</u>	Lot(s): <u>7</u>	
Existing Zoning: <u>SU for C-1</u>	Proposed Zoning: <u>SU for C-1</u>		
No. of existing lots: <u>1</u>	No. of proposed lots: <u>1</u>	Total area of site (acres) <u>1.1 acres</u>	
<b>ACKNOWLEDGEMENT</b>			
I hereby acknowledge that I have read this entire application and affirm that all information provided is correct. I agree to comply with the requirements of the City of Rio Rancho as outlined in all applicable laws, ordinances and regulations.			
Print Name: <u>John Mechenbier</u>	Applicant: <u>Owner</u>	Agent:	
Signature: 		Date: <u>9/14/23</u>	
<b>FOR OFFICIAL USE ONLY</b>			
H.T.E. PROJECT #	FEE	RECEIPT #	
APPLICATION ACCEPTED BY: _____		DATE: _____	



1805 WELLSPRING - VICINITY MAP  
NOT TO SCALE:



ADJACENT PROPERTY CHARACTERISTICS  
NOT TO SCALE:

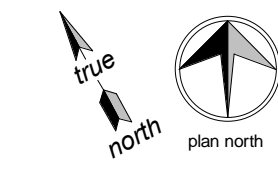
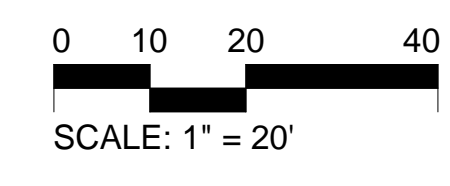


- KEYED NOTES: (#)
1. CONCRETE PAVEMENT, SEE PAVING PLAN CP101 FOR DETAILS AND CONTROL JOINTS.
  2. CONVERT LIGHT POLE TO "BACK-TO-BACK" LUMINAIRES.
  3. REMOVE TREE - REPLACE WITHIN NEW BUFFER LANDSCAPE AREA.
  4. 2" UTILITY SLEEVES (TYP. OF 4) WITH PULL STRINGS FOR FUTURE USE. COORDINATE FINAL LOCATION WITH OWNER.
  5. PAINTED TEXT "NO PARKING", 12" HIGH LETTERS, 2" WIDE STROKE.
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  7. PAVEMENT MARKINGS.
  8. PROPOSED LANDSCAPE.
  9. CURB AND GUTTER, SEE PAVING PLAN FOR DETAILS.
  10. PARKING TO BE REMOVED IN ORDER TO FACILITATE VEHICLE CONNECTION BETWEEN SITES.
  11. EXISTING CONCRETE CURB AND GUTTER TO BE RECONFIGURED TO PROVIDE DRIVE AISLE CONNECTION BETWEEN SITES.
  12. END OF MEDIUM, CURB AND GUTTER.
  13. 28' INSIDE TURNING RADIUS FOR EMERGENCY VEHICLES.
  14. ASPHALTIC CONCRETE INFILL TO MATCH EXISTING.
  15. CONCRETE SIDEWALK.
  16. 2-FT. WIDE OPENING IN STAND-UP CURB.

1805 WELLSPRING AVE SE  
RIO RANCHO, NM  
LEGAL DESCRIPTION:  
U10, BLK 28, LOT 7  
ACRES: 1.09  
ZONING: SU - SPECIAL USE

TOTAL PARKING STALLS = 43  
TYPICAL @ 9' X 18'

1 ARCHITECTURAL SITE PLAN  
1" = 20'-0"



ALBUQUERQUE PUBLISHING COMPANY

7777 Jefferson St. NE, Albuquerque, NM 87109

**Account Number**  
1010956

**Ad Order Number**  
0001579635

**Ad Proof/Order Confirmation**

CITY OF RIO RANCHO  
ATTN: ACCOUNTS PAYABLE  
3200 CIVIC CENTER CIR NE  
RIO RANCHO, NM 871444501 USA

**Ordered By** Sharon Bitah

**Customer Phone** 5058915005

**Joint Ad #**

**Customer Email** sbitah@rrnm.gov

**PO Number** 240051

**Ad Cost** \$70.08

**Sales Rep** wschult

**Tax Amount** \$5.34

**Order Taker** wschult

**Total Amount** \$75.42

**Amount Paid** \$0.00

**Amount Due** \$75.42

To pay by Credit Card or ACH: Click on the link below or enter online through your browser.

<https://securepayment.link/abqjournal/>

**Affidavits** 0

**Pick Up #**

**Product** Albuquerque Journal

**Placement** 0Legal Notices

**Ad Number** 0001579635-01

**Classification** 0Government

**Ad Type** 0 Legal Liner

**Sort Text** CITYOFRIORANCHOPUBLICHEARING  
NOTICETHEGOVERNINGBODYOFTH  
ECITYOFRIORANCHONMWILLCONSI  
DERTHEFOLLOWINGMATTERATITSR  
EGULARLYSCHEDULEDMEETI

**Ad Size** 1 X 80 li

**Color**

**Run Date**

10/11/2023  
10/11/2023  
10/11/2023

**WYSIWYG Content**



**CITY OF RIO RANCHO  
PUBLIC HEARING NOTICE**

The GOVERNING BODY of the CITY OF RIO RANCHO, NM, will consider the following matter at its regularly scheduled meeting on Thursday, October 26, 2023 at 6:00 pm:

**Site Plan  
Case #23-160-00006**

The applicant, Mechenbier Construction, Inc., requests site plan approval for the property of 1805 Wellspring Ave SE. The subject property is legally described as Rio Rancho Estates Unit 10, Block 28, Lot 7 and comprises approx. 1.1 acres.

**Site Plan  
Case #23-160-00007**

The applicant, Matthew Herrera X2D, LLC., requests site plan approval for the properties of 700, 704, and 708 Southern Blvd SE, legally described as Rio Rancho Estates Unit 10, Block 7, Lot 1-3.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at [www.rnm.gov](http://www.rnm.gov). Materials related to these items are available for viewing in the Development Services Department at City Hall.

If you would like to comment on any of these applications, you are encouraged to submit a written comment to [planning@rnm.gov](mailto:planning@rnm.gov). Written comments will be inserted into the public record.

Journal: October 11, 2023

### Special Warranty Deed

Jay Weiberg, Personal Representative of the Estate of Edward J. Larsen ("Grantor"), for consideration paid, grants to *Wellspring Partners, LLC*, a New Mexico limited liability company ("Grantee"), whose address is 8500 Washington Street NE, Suite A5, Albuquerque, New Mexico 87113, the real property located in Sandoval County, New Mexico legally described as follows:

Lot numbered Seven (7) in Block numbered Twenty-eight (28) of Rio Rancho Estates Unit 10, as shown and designated on the Plat thereof recorded in the office of the County Clerk of Sandoval County, New Mexico on January 31, 1962 in Rio Rancho Estates Plat Book No. 1, page 12.

SUBJECT TO: Easements, reservations and restrictions of record.

SUBJECT TO: Taxes for 2019 and subsequent years.

With special warranty covenants.

Witness my hand and seal this 10 day of July, 2019.

*[Handwritten Signature]*  
Jay Weiberg, Personal Representative of the Estate  
of Edward J. Larsen

### ACKNOWLEDGMENT

STATE OF Wisconsin  
COUNTY OF Waukesha <sup>SS</sup>

The foregoing instrument was acknowledged before me this 10 day of July, 2019 by Jay Weiberg as the Personal Representative of the Estate of Edward J. Larsen.

Notary Public *Victoria A. Harrington*

My commission expires: 10/26/2022



# Special Warranty Deed

Jay Weiberg, Personal Representative of the Estate of Edward J. Larsen ("Grantor"), for consideration paid, grants to *Wellspring Partners, LLC*, a New Mexico limited liability company ("Grantee"), whose address is 8500 Washington Street NE, Suite A5, Albuquerque, New Mexico 87113, the real property located in Sandoval County, New Mexico legally described as follows:

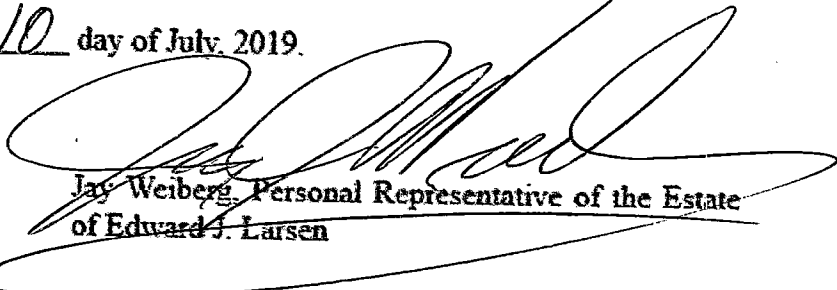
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SUBJECT TO: Taxes for 2019 and subsequent years.

With special warranty covenants.

Witness my hand and seal this 10 day of July, 2019.

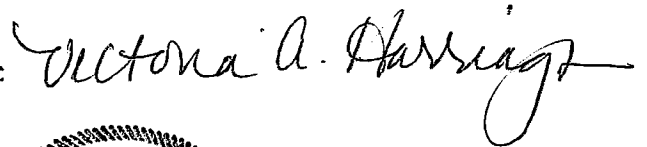
  
Jay Weiberg, Personal Representative of the Estate  
of Edward J. Larsen

## ACKNOWLEDGMENT

STATE OF Wisconsin  
COUNTY OF Waukesha ) ss

The foregoing instrument was acknowledged before me this 10 day of July, 2019 by Jay Weiberg as the Personal Representative of the Estate of Edward J. Larsen.

Notary Public



My commission expires: 10/26/2022





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

October 6, 2023

Jeremy Mechenbier  
Wellspring Partners, LLC.  
8500 Washington St NE Suite A-5  
Albuquerque, NM 87113

**RE: Site Plan 23-160-00006 1805 Wellspring Ave SE, Rio Rancho, NM 87124**

Please review the following staff comments for your site plan proposal and provide revisions as applicable.

**Development Services (Planning & Engineering):**

1. A parking agreement between both lots (1805 & 1817 Wellspring Ave. SE) shall be required.
2. Grading, Drainage and pond location should be considered in regards to future development of property.
3. Direct access to Wellspring will need to be removed or made to be a right in right out.
4. Dedication of 18' public street right of way shall be granted along wellspring.
5. Please be aware for the future building pad site that per Ordinance No. 23, Enactment No. 12-23, the maximum front setback shall be 20 feet.

**Rio Rancho Fire Department:**

RRFR Requirements: International Fire Code 2021 and its Appendices shall be followed.

1. Confirm fire hydrants are in approved distances and locations. Per IFC Appendix C
2. Confirm Fire flow requirements can be met. Per IFC Appendix B
3. Follow IFC Appendix D – for Fire Access and turnarounds.
4. Fire Alarm and Fire Sprinkler system may be required based on square footage and Occupancy type
  - a. Fire hydrant within 100' of FDC(s)
  - b. Deferred Submittals for Fire Alarm and Fire Suppression systems.
5. Fire 1 Site Plan shall be submitted prior to building plan and submittal.
6. Fire 2 Plans shall be part of the construction documents.
7. Knox box for emergency access.
8. Turning radii shall be 28' and surface that can withstand 75,000 pounds. Per IFC Appendix D

More requirements may be necessary.

Lt. Gerard Bauer

**SSCAFCA:**

Comments on attached site plan.

**Parks and Recreation:**

Based on the original request for temporary/overflow parking described in DRC case 23-250-00025, the single page of landscaping for the street front appears appropriate, however the additional documentation provided for the current case, site plan, there is not enough information provided for review. If a building and permanent parking lot are to be reviewed, the minimum requirements from PRCS for site plan review include the following: when preparing the site plan (the site plans provided show no internal landscaping or details of handicap parking) and construction plan sets, verify that the appropriate zoning ordinance requirements for C-1 landscaping, and any additional requirements (% cover, species selection, placement) required by SU zoning for commercial, and any related Master Plan requirements are being met. C-1 Zoning requires (as a minimum): No less than 10% of

the lot landscaped; No less than ¼ of the 10% shall be located in the front. Ensure the construction plan sets have a plant legend with plant names, quantities, size; that each individual planter area is indicated on the plan and included on a table that summarizes total amount of landscape required, total amount provided (sum of the parts). The current plan sheets do not show any internal landscaping associated with the building, parking median/area, etc., this is required if anything other than a temporary/overflow parking lot is being considered. Indicate where the irrigation meter, its size; the backflow preventer, its type; and the controller/master valve locations are. Irrigation backflow preventer will need to be registered and tested per ordinance 54.0. The following is required, but not clear on the attached site plan related documents: Verify that handicap parking spaces are designed and constructed as ADA compliant – with no slope (run, cross slope, etc. within the handicap parking space and aisle) – greater than 2.083% in any given direction. For the accessible aisle between the handicap parking spaces, follow the NM Statute which requires that the striped area meet the requirements set out in NMSA 66-1- 4.1.B] and that 1’ high letters that are at least 2” wide stating NO PARKING are stenciled in the aisle. Please reference the Parking Lot Checklist provided by the NM Governor’s Commission on Disability for parking space and sign requirements found at: <http://gcd.state.nm.us/wp-content/uploads/2018/11/2015-NM-Accessible-Parking-FINAL2.pdf>. Page 7 of this checklist also clearly shows the type and color/s of handicap parking signs (New Mexico specific) to be installed, as well as the language required per State Statute.

**MRMPO:**

MRMPO has no adverse comments. For informational purposes:

- Wellspring Ave is identified as a proposed major collector in the Long Range Roadway System (LRRS).
- A proposed paved trail is identified on Wellspring Ave in the Long Range Bikeway System (LRBS).

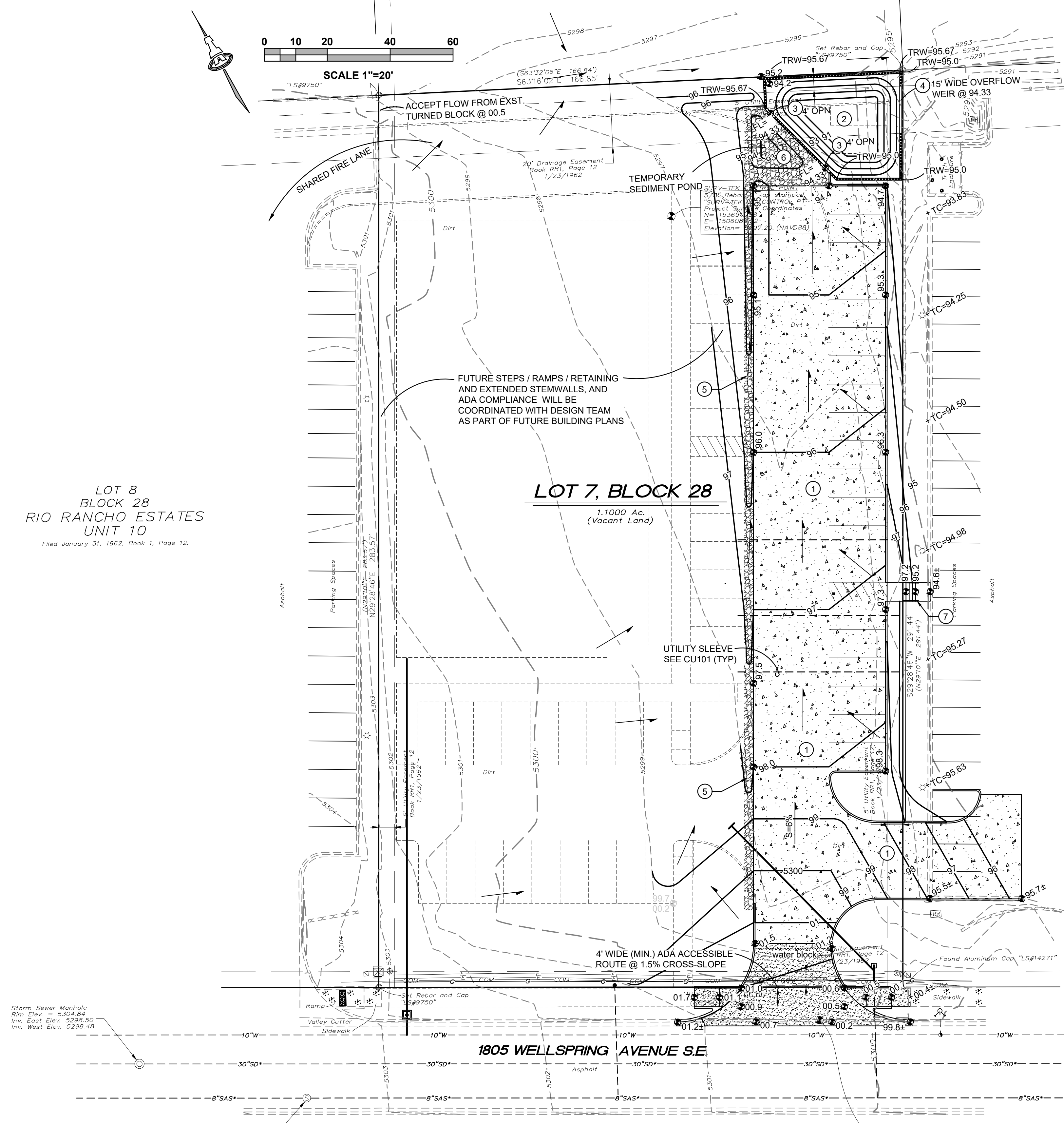
If you have any additional questions or concerns please feel free to contact me at any time.

Respectfully,

*Tim Dvorak*

Tim Dvorak  
Municipal Planner II  
Development Services Department  
City of Rio Rancho  
(505) 896-8361  
[tdvorak@rrnm.gov](mailto:tdvorak@rrnm.gov)

Attachment I: Ordinance No. 23, Enactment 12-23



LOT 8  
BLOCK 28  
RIO RANCHO ESTATES  
UNIT 10  
Filed January 31, 1962, Book 1, Page 12.

LOT 7, BLOCK 28  
1.1000 Ac.  
(Vacant Land)

Storm Sewer Manhole  
Rim Elev. = 5314.84  
Inv. East Elev. 5298.50  
Inv. West Elev. 5298.48

### CALCULATIONS

100-YEAR 6-HOUR STORM EVENT  
THE UNDEVELOPED PROPERTY, CONSISTING OF 100% LAND TREATMENT 'B' GENERATES 2.1 CFS.  
THE PROPOSED DEVELOPMENT, BASED ON 15% LANDSCAPE AND 85% IMPERVIOUS, WILL DISCHARGE 4.1 CFS.  
IN ORDER TO MAINTAIN AN HISTORIC DISCHARGE RATE OF 2.1 CFS, THE PROPOSED DETENTION POND(S) WILL DETAIN STORM WATER WITH ORIFICE CONTROL TO LIMIT DISCHARGE TO THE ALLOWABLE RATE (TOTAL DISCHARGE = 2.1 CFS).

### KEYED NOTES

- PROPOSED CONCRETE PAVING AND CURB & GUTTER AT ELEVATIONS SHOWN. SEE PAVING PLAN FOR PAVEMENT SECTIONS, PARKING LAYOUT, DIMENSIONS, STRIPING, ETC.
- WALLED RETENTION POND TO ACCEPT DEVELOPED FLOW FOR INFILTRATION IN THE FUTURE. WALL OPENINGS WILL BE DESIGNED TO LIMIT PROPERTY DISCHARGE TO THE ALLOWABLE RATE.
- 4' WIDE X 8" HIGH OPENING FOR FLOW TO ENTER POND.
- 15' WIDE X 8" HIGH OVERFLOW WEIR AT ELEVATION SHOWN. F
- INSTALL 3' WIDE X 8" DEEP WITH 6" V' DEPTH ROCK EROSION PROTECTION TO LIMITS HATCHED ALONG EDGE OF NEW PAVEMENT.
- INTERIM 12" DEEP SEDIMENT POND TO BE REMOVED AS PROPERTY FULLY DEVELOPS.
- STAIRS TO PROVIDE ACCESS TO ADJACENT PROPERTY. DESIGN BY

For retention pond designs, the pond's volume should be at least double the anticipated runoff volume. Please clarify whether it is a retention or detention pond.

Based on Drainage Design Criteria from  
City of Rio Rancho DPM, Section II.2 - Hydrology  
**ON-SITE CALCULATIONS: 100-YEAR, 6-HOUR STORM**

AREA OF SITE: 47916 SF = 1.1

**HISTORIC FLOWS:**

Area	Treatment	%
Area A	0	0%
Area B	47916	100%
Area C	0	0%
Area D	0	0%
<b>Total Area</b>	<b>47916</b>	<b>100%</b>

**INTERIM FLOWS:**

Area	Treatment	%
Area A	0	0%
Area B	28750	60%
Area C	8625	18%
Area D	10542	22%
<b>Total Area</b>	<b>47916</b>	<b>100%</b>

On-Site Weighted Runoff Coefficient (100-Year, 6-Hour Storm)  
Weighted C =  $\frac{C_A A_A + C_B A_B + C_C A_C + C_D A_D}{A_A + A_B + A_C + A_D}$

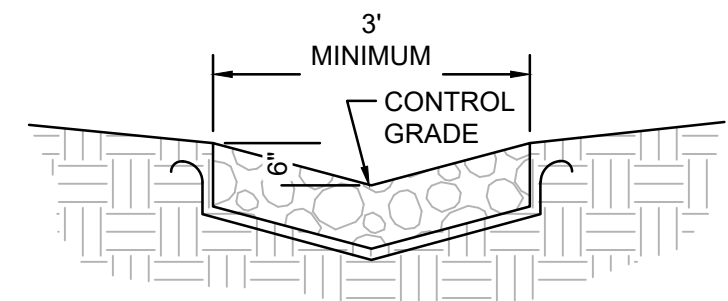
Historic C = 0.43 in. | Developed C = 0.57 in.  
On-Site Volume of Runoff:  $V_{360} = C^* P^* A / 12$   
Historic  $V_{360} = 4069$  CF | Developed  $V_3 = 5417$  CF  
On-Site Peak Discharge Rate:  $Q_p = C_i A$   
Historic  $Q_p = 2.1$  CFS | Developed  $Q_p = 2.8$  CFS

**POND VOLUME**

Contour	Area	Volume
5294.33	1050	
5294.00	930	327 CF
5293.00	710	820 CF
5292.00	515	613 CF
5291.00	345	430 CF
<b>TOTAL VOL.</b>		<b>2189 CF</b>

IN THE INTERIM CONDITION, THE PROPOSED POND (2189 CF) WILL PROVIDE VOLUME TO ACCOMMODATE THE INCREASE DUE TO DEVELOPMENT (1348 CF). IN THE FUTURE, WITH THE BUILDING AND REMAINING SITE SUBMITTAL, THE POND INFLOW/OUTFLOW DESIGN WILL BE PROVIDED TO LIMIT THE FINAL DISCHARGE TO ALLOWABLE RATES.

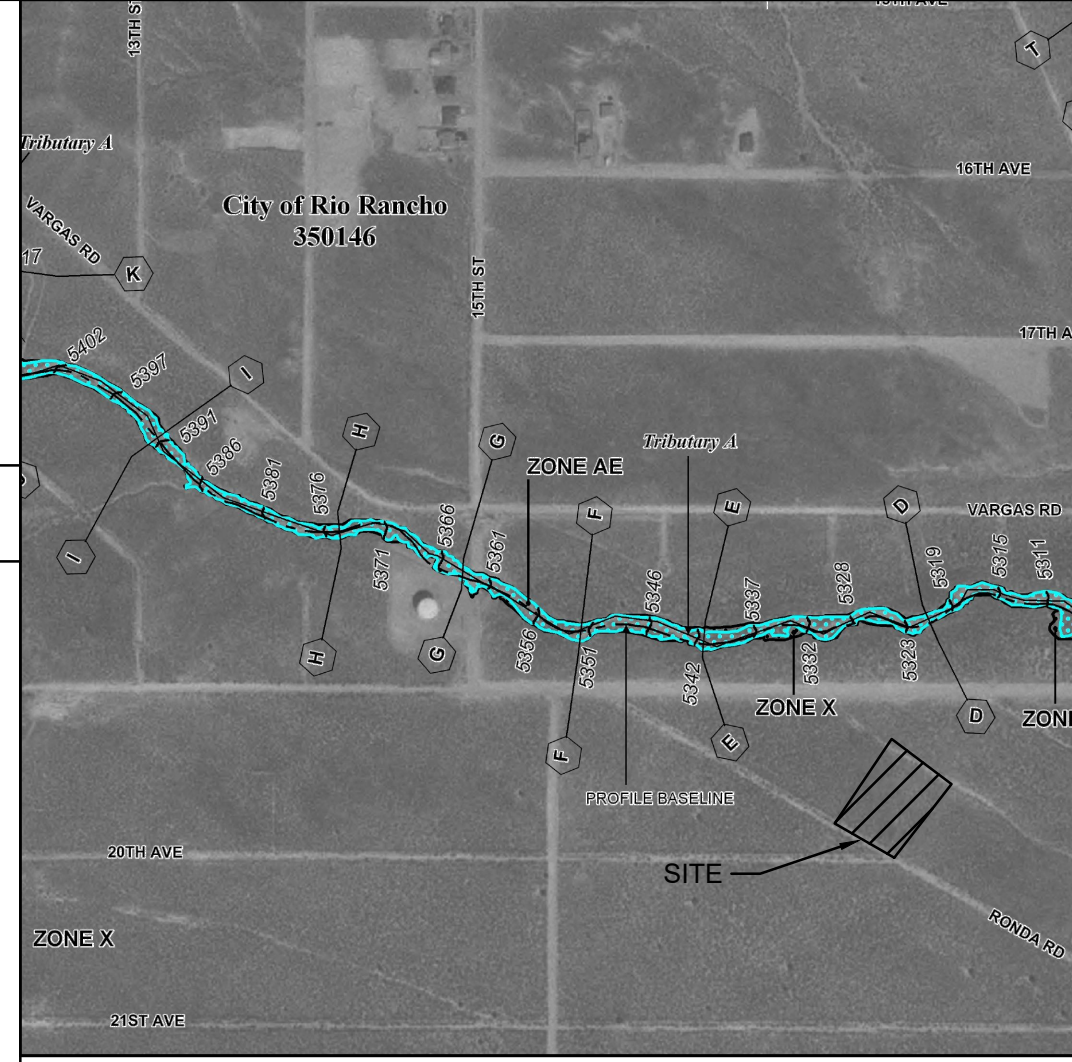
- VARY ANGULAR FACE ROCK SIZE BETWEEN 2" AND 6" DIA. (AVG.=4")
- PLACE GEOTEX 501 NON-WOVEN GEOTEXTILE (O.E.) BENEATH ALL EROSION PROTECTION
- CONSTRUCT ALL EROSION PROTECTION INSET INTO (NOT ON TOP OF) GRADE TO ENSURE RUNOFF CAN BE CAPTURED AND CONVEYED PROPERLY



### ROCK EROSION PROTECTION

SCALE: N.T.S.

### VICINITY MAP



### KEYED NOTES

- CONSTRUCT PROPOSED PAVING (SIDEWALKS, CONCRETE, CURB AND GUTTER, ASPHALT), SLOPES AND CROSS-SLOPES VARY THROUGHOUT DUE TO PONDING, ADA COMPLIANCE, DRAINAGE REQUIREMENTS, ETC. CONSTRUCT AT ELEVATIONS SHOWN. SEE PAVING PLAN FOR PAVEMENT SECTIONS, PARKING LAYOUT, DIMENSIONS, STRIPING, ETC.
- PROVIDE 3' WIDE CURB OPENING AT FLOWLINE TO PASS DISCHARGE INTO PONDING AREAS.
- INSTALL 12" DEEP ROCK EROSION PROTECTION AT CURB OPENINGS AND LIMITS HATCHED PER LEGEND.
- DOT HATCHED AREA REPRESENTS EXTENTS OF INTERIM DETENTION / STORMWATER QUALITY RETENTION PONDING. AS PROPERTY DEVELOPS, FINAL POND DESIGN WILL BE PROVIDED FOR REVIEW / APPROVAL AND CONSTRUCTION.
- GRADE BREAK. PROVIDE SMOOTH TRANSITION.

### PROJECT INFORMATION

PROPERTY: THE SITE IS AN UNDEVELOPED 1.1 ACRE COMMERCIAL PROPERTY LOCATED WITHIN RIO RANCHO VICINITY MAP 37. THE SITE IS BOUND TO THE SOUTHEAST AND NORTHWEST BY DEVELOPED COMMERCIAL PROPERTY, TO THE SOUTH BY WELLSRING AVE. AND TO THE NORTHEAST BY A DRAINAGE EASEMENT AND UNDEVELOPED COMMERCIAL PROPERTY.

**SITE AREA:** 1.10 ACRES  
**PROPOSED IMPROVEMENTS:** THE PROPOSED IMPROVEMENTS INCLUDE A CONCRETE PAVED PARKING LOT WITH ASSOCIATED PEDESTRIAN WALKS, DRAINAGE IMPROVEMENTS, AND REQUIRED LANDSCAPING (TO BE DETERMINED). AN OFFICE BUILDING AND ADDITIONAL PARKING WILL BE CONSTRUCTED IN THE FUTURE.

**LEGAL:** LOTS 7, BLOCK 28 RIO RANCHO ESTATES UNIT 10 CITY OF RIO RANCHO SANDOVAL COUNTY, NEW MEXICO  
**BENCHMARK:** VERTICAL DATUM IS BASED UPON THE NATIONAL GEODETIC CONTROL SURVEY (NGS) MONUMENT "SAGE" HAVING A PUBLISHED ELEVATION OF 5676.0 FEET (NAVD 1988)

**OFF-SITE:** AN EXISTING 20' DRAINAGE EASEMENT ALONG THE NORTH PROPERTY BOUNDARY WILL CONTINUE ACCEPT AND ROUTE OFF-SITE FLOW AT FROM THE PROPERTY TO THE NORTHWEST. NO OTHER OFF-SITE DRAINAGE AFFECTS THIS PROPERTY.

**FLOOD HAZARD:** PER SANDOVAL COUNTY FIRM MAP #35043C2102D, DATED MARCH 18, 2008, THE SITE IS LOCATED WITHIN FLOODZONE 'X' DESIGNATED AS AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOODPLAIN.

**DRAINAGE PLAN CONCEPT:** ON-SITE DEVELOPED FLOW WILL BE DIRECTED INTO THE DRAINAGE EASEMENT / DETENTION POND ALONG THE NORTH END OF THE PROPERTY. ON-SITE DETENTION PONDING WILL BE PROVIDED TO LIMIT FULLY DEVELOPED DISCHARGE TO THE HISTORIC RATE.

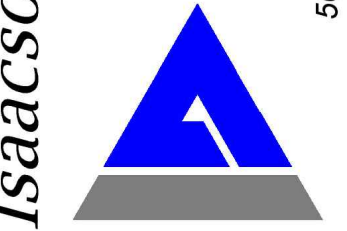
**NEW DEVELOPED RUNOFF CALCULATIONS** WILL BE BASED 15% LAND TREATMENT 'B' AND 85% LAND TREATMENT 'D'.

**OFF-SITE FLOW:** OFF-SITE FLOW WITHIN THE DRAINAGE EASEMENT ALONG THE NORTHWEST PROPERTY LINE WILL CONTINUE TO PASS THROUGH THE PROPERTY.

### LEGEND

- EXISTING CONTOUR
- 98— PROPOSED 1' CONTOUR
- - -98.5 - - PROPOSED 0.5' CONTOUR
- ◆ 98.3 PROPOSED SPOT ELEVATION
- FLOW ARROW
- F.F.=5298.8± FUTURE FINISH FLOOR ELEVATION

Isaacson & Arfman, Inc.  
Civil Engineering Consultants  
128 Monroe Street NE  
Albuquerque, NM 87108  
505-266-8828 | www.iaacivil.com



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08-30-2023  
Engineer

WELLSRING COMMERCIAL  
LOT 7  
1805 WELLSRING AVENUE SE

DESIGN	ISSUE	DATE
DEVELOPMENT	PROJECT NUMBER: IA 2611	
	FILE:	
	DRAWN BY: BJB	
	CHECKED BY: FCA	
	DATE:	08-30-2023

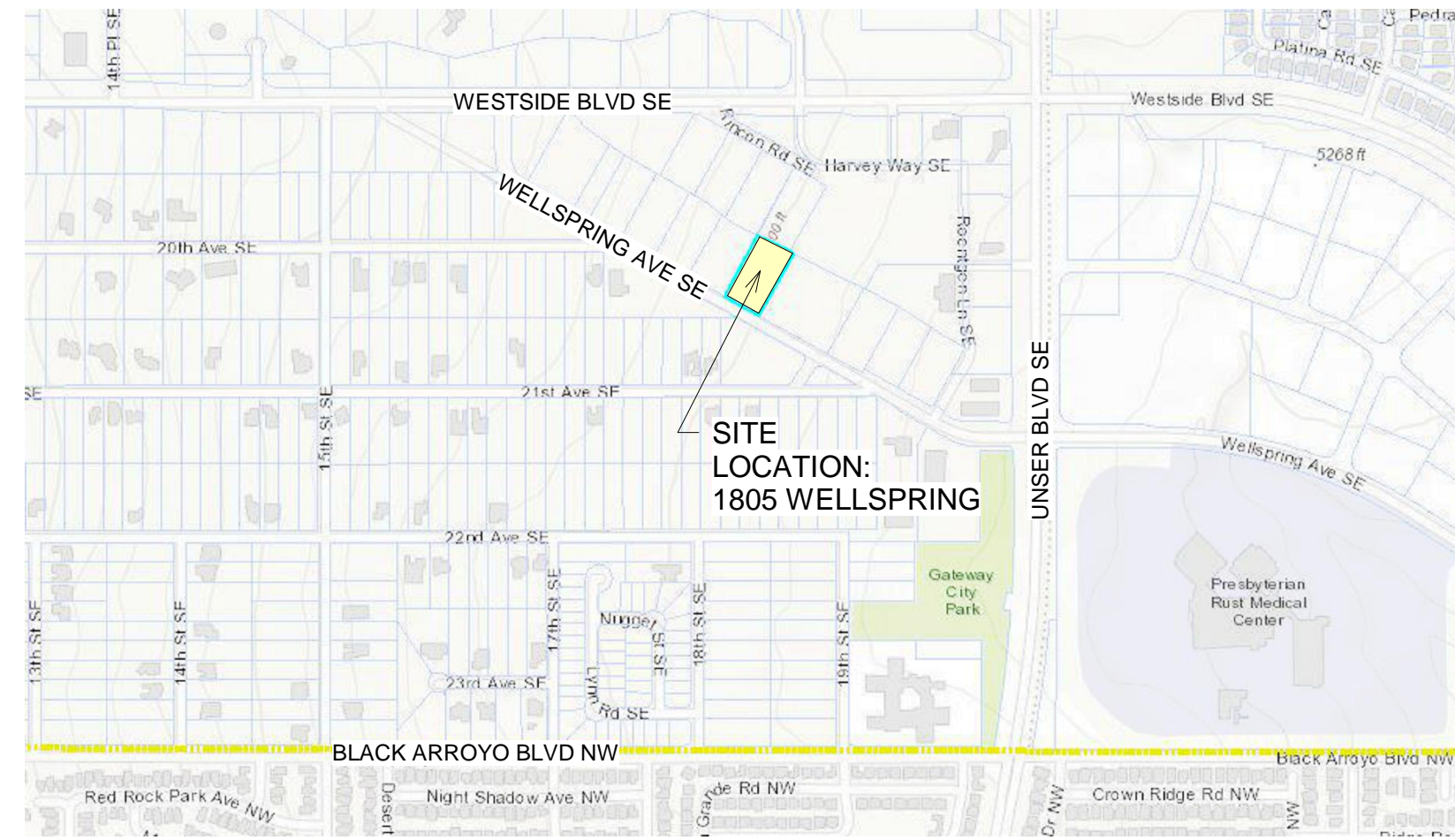
No	Date	Description

### SHEET TITLE

GRADING & DRAINAGE PLAN

### SHEET NUMBER

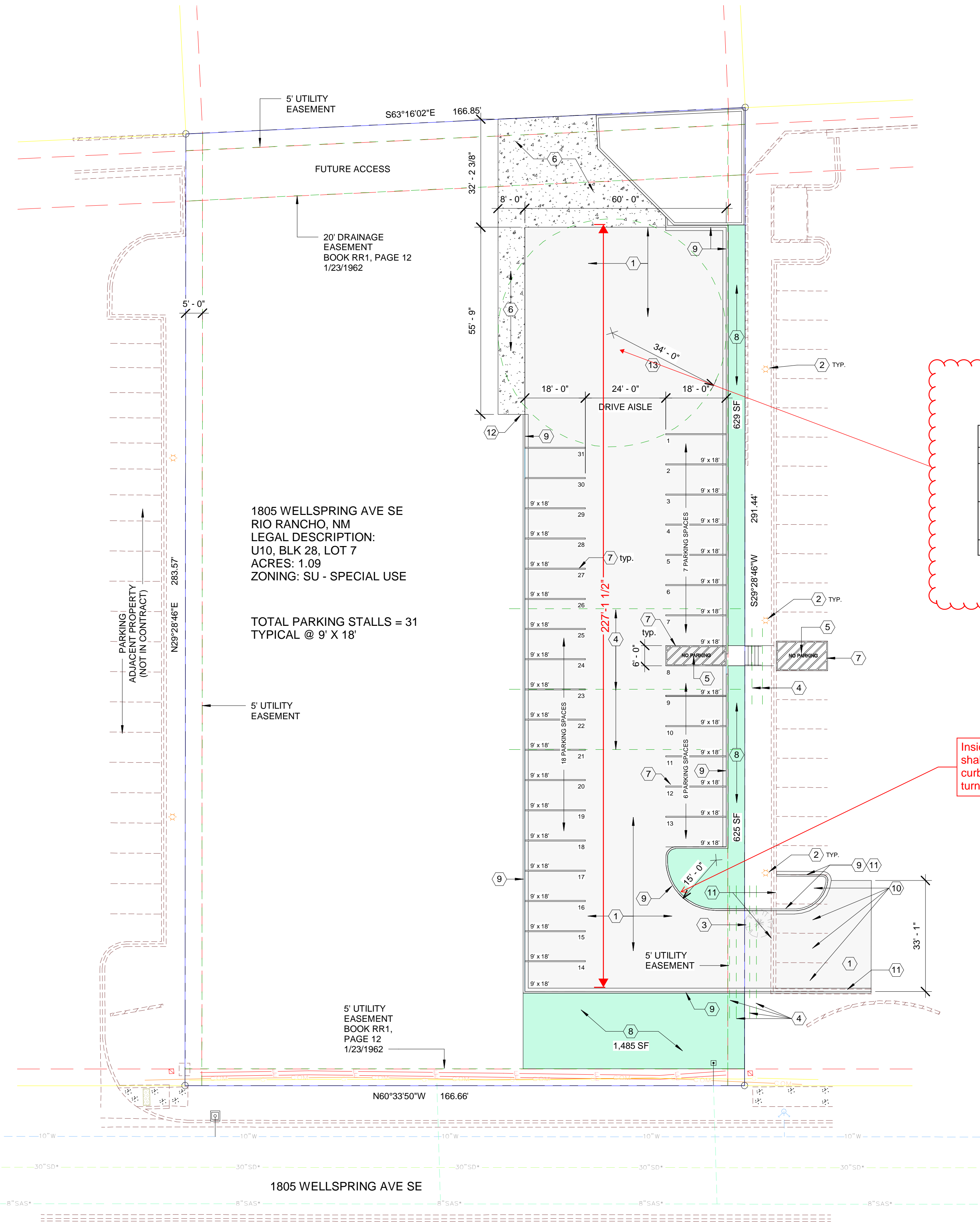
CG101



1805 WELLSRING - VICINITY MAP  
NOT TO SCALE:



ADJACENT PROPERTY CHARACTERISTICS  
NOT TO SCALE:



KEYED NOTES: (#)

1. CONCRETE PAVEMENT, SEE PAVING PLAN CP101 FOR DETAILS AND CONTROL JOINTS.
2. CONVERT LIGHT POLE TO "BACK-TO-BACK" LUMINAIRES.
3. REMOVE TREE - REPLACE WITHIN NEW BUFFER LANDSCAPE AREA.
4. 2" UTILITY SLEEVES (TYP. OF 4) WITH PULL STRINGS FOR FUTURE USE. COORDINATE FINAL LOCATION WITH OWNER.
5. PAINTED TEXT "NO PARKING", 12" HIGH LETTERS, 2" WIDE STROKE.
6. CRUSHED ROCK ON PREPARED AND COMPACTED SUBGRADE.
7. PAVEMENT MARKINGS.
8. PROPOSED LANDSCAPE.
9. CURB AND GUTTER, SEE PAVING PLAN FOR DETAILS.
10. PARKING TO BE REMOVED IN ORDER TO FACILITATE VEHICLE CONNECTION BETWEEN SITES.
11. EXISTING CONCRETE CURB AND GUTTER TO BE RECONFIGURED TO PROVIDE DRIVE AISLE BETWEEN SITES.
12. END OF MEDIUM CURB AND GUTTER.
13. FIRE TRUCK TURNING RADIUS = 34'-0".

TABLE D103.4  
REQUIREMENTS FOR DEAD-END  
FIRE APPARATUS ACCESS ROADS

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	20	None required
151-500	20	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot-diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

Turn Around for Fire Apparatus shall meet requirements for Appendix D

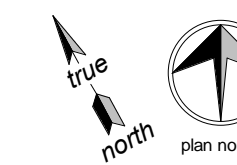
Inside turning Radii shall be 28' & curb to curb distance for turns shall be 33'1"

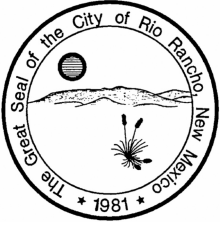
1 ARCHITECTURAL SITE PLAN

1" = 20'-0"



SCALE: 1" = 20'





## CITY OF RIO RANCHO COVER PAGE

**Legislation Item: O16**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Administration

**SUBJECT:**  
O16, Ordinance Amending Ordinance No. 28, Enactment No. 22-29 Relating to the Issuance and Sale of City of Rio Rancho, New Mexico Taxable Industrial Revenue Bonds (Atrisco Energy Storage LLC Project), In a Maximum Principal Amount of up to \$420,000,000, for the Purpose of Approving Allocation of the Annual Payments In Lieu Of Taxes (PILOT) to Rio Rancho Public Schools (RRPS) and Albuquerque Public Schools (APS) in Conformity with the Requirements of Section 3-32-6 NMSA 1978; Authorizing Execution and Delivery of the Bonds with Updated Series Designation to Reflect the Date of Issuance and Delivery; Ratifying Certain Actions Taken Previously; and Repealing All Actions Inconsistent with this Ordinance

**BACKGROUND AND ANALYSIS:**

This is the second reading of the Ordinance. The Governing Body approved the first reading at their September 28, 2023 meeting.

During the 2023 New Mexico Legislative Session, Section 3-32-6 of the IRB Act was amended to modify the formula for distributions of PILOT to school districts. Previously, this section stated that the annual PILOT required for electricity generation or transmission facilities “shall be shared among the school districts located within the municipality, equally if there is more than one school district in such municipality.”

The 2023 amendment to Subsection A, Subparagraph A(2)(c) reads:

“the in-lieu payment shall be allocated as follows: 1) fifty percent allocated equally among all school districts in which the project is located; 2) forty percent allocated to the school districts within the municipality in proportion to the area of each school district within the municipality; and 3) ten percent allocated to the school districts in proportion to the average of each school district’s student membership pursuant to the Public School Code reported on the second and third reporting dates for the most recent school year for which data is available as of the date of issuance of the bonds”

The Governing Body approved R-104 22-101, an IRB Inducement Resolution for Atrisco Solar LLC Project and Atrisco Energy Storage LLC Project on October 27, 2022, and adopted the original IRB ordinances (O-28 22-29 and O-29 22-30) on December 15, 2022. Because the issued bonds have not closed, the PILOT distributions for Rio Rancho Public Schools and Albuquerque Public schools must be consistent with the modified formula in Section 3-32-6 NMSA 1978, as amended.

The attached exhibits detail the calculations of the modified formula (Exhibit I) based on GIS data with RRPS boundary information via the RRPS web map (August 2023) and APS boundary information via cabq.gov (August 2023) (Exhibit II and III), and enrollment data from the New Mexico Public Education Department (Exhibit IV). Under the modified formula, APS will receive

64.24% and RRPS will receive 35.76% of the annual PILOT, compared to the previous 50%/50% distribution formula.

Legal notification of the second reading of the Ordinance was published on October 5, 2023 edition of the Albuquerque Journal.

**IMPACT:**

Approval of this amendatory ordinance will bring the PILOT distribution formula into compliance with Section 3-32-6 NMSA 1978.

**ALTERNATIVES:**

Approve the Ordinance.

Do not approve the Ordinance.

**DEPARTMENT RECOMMENDATION:**

City Administration recommends approval of the Ordinance.

ATTACHMENT: [Ordinance](#)

ATTACHMENT: [Exhibit\\_I\\_-\\_Atrisco\\_Solar\\_PILOT\\_Distribution\\_Calculation](#)

ATTACHMENT: [Exhibit\\_II\\_-\\_RRPS\\_APS\\_and\\_Solar\\_Location](#)

ATTACHMENT: [Exhibit\\_III\\_-\\_RRPS\\_and\\_APS\\_Boundary\\_Percentages](#)

ATTACHMENT: [Exhibit\\_IV\\_-\\_APS-RRPS\\_Enrollment\\_Reports](#)

ATTACHMENT: [O16 - Signed](#)



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO.**

**ENACTMENT NO.**

1 **ORDINANCE AMENDING ORDINANCE NO. 28, ENACTMENT NO. 22-29 RELATING**  
2 **TO THE ISSUANCE AND SALE OF CITY OF RIO RANCHO, NEW MEXICO TAXABLE**  
3 **INDUSTRIAL REVENUE BONDS (ATRISCO ENERGY STORAGE LLC PROJECT), IN**  
4 **A MAXIMUM PRINCIPAL AMOUNT OF UP TO \$420,000,000, FOR THE PURPOSE OF**  
5 **APPROVING ALLOCATION OF THE ANNUAL PAYMENTS IN LIEU OF TAXES TO**  
6 **RIO RANCHO PUBLIC SCHOOLS AND ALBUQUERQUE PUBLIC SCHOOLS IN**  
7 **CONFORMITY WITH THE REQUIREMENTS OF SECTION 3-32-6 NMSA 1978;**  
8 **AUTHORIZING EXECUTION AND DELIVERY OF THE BONDS WITH UPDATED**  
9 **SERIES DESIGNATION TO REFLECT THE DATE OF ISSUANCE AND DELIVERY;**  
10 **RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL**  
11 **ACTIONS INCONSISTENT WITH THIS ORDINANCE**

12  
13 **WHEREAS:** the City of Rio Rancho (the “City”) is a legally and regularly created,  
14 established, organized and existing municipality under the general laws of  
15 the State of New Mexico (the “State”); and  
16

17 **WHEREAS:** pursuant to the proposal of Atrisco Storage LLC (the “Company”), on  
18 December 15, 2022, the Governing Body of the City (the “Governing Body”)  
19 adopted Ordinance No. O28, Enactment No. 22-29 (“Ordinance No. O28”),  
20 authorizing the issuance of Taxable Industrial Revenue Bonds (Atrisco  
21 Energy Storage LLC Project), Series 2022 (the “Bonds”) for the purpose of  
22 acquiring solar energy storage equipment and facilities to be located within  
23 the corporate boundaries of the City, to be used by the Company for the  
24 storage of electrical energy (the “Project”); and  
25

26 **WHEREAS:** the form of lease agreement presented to the Governing Body in  
27 connection with its consideration and adoption of Ordinance No. O28  
28 included payments in lieu of taxes (“PILOT”) to each of the City, Rio  
29 Rancho Public Schools (“RRPS”) and Albuquerque Public Schools  
30 (“APS”) allocated according to the requirements of Section 3-32-6 NMSA  
31 1978 in effect at that time, which provided for allocation of equal shares of  
32 the portion of the PILOT payable to school districts to RRPS and APS;  
33 and  
34

35 **WHEREAS:** Section 3-32-6 NMSA 1978 was amended by the Legislature of the State,  
36 effective on April 5, 2023, to provide for that the PILOT payable to the school  
37 districts within the boundaries of the municipality is to be allocated as  
38 follows: fifty percent (50%) is to be allocated equally among all school  
39 districts in which the project is to be located; forty percent (40%) is to be  
40 allocated to each school district in proportion to the area of each school  
41 district within the municipality; and ten percent (10%) allocated to the school  
42 districts in proportion to each school district’s student membership pursuant  
43 to the Public School Code reported on the second and third reporting dates  
44 for the most recent school year for which data is available as of the date of

1 issuance of the bonds; and

2  
3 **WHEREAS:** the Governing Body has determined that it is necessary to approve PILOT  
4 allocations to RRPS and APS which are consistent with Section 3-32-6  
5 NMSA 1978, as amended; and

6  
7 **WHEREAS:** the Governing Body has determined that it is appropriate and advisable to  
8 authorize the Mayor of the City to execute and deliver the Bonds with a  
9 series designation that corresponds to the year in which the Bonds are  
10 executed and delivered; and

11  
12 **WHEREAS:** the Governing Body intends that, except as expressly provided in this  
13 Amendatory Ordinance, all provisions of Ordinance O28 shall remain  
14 effective; and

15  
16 **WHEREAS:** there has been published in Rio Rancho Observer, a newspaper of general  
17 circulation in the City, public notice of the City Council's intention to adopt  
18 this Amendatory Ordinance, which notice was published at least fourteen  
19 (14) days prior to final action upon this Bond Ordinance.

20  
21 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
22 **RIO RANCHO:**

23  
24 **Section 1. Ratification.** All actions not inconsistent with the provisions of this  
25 Amendatory Ordinance previously taken by the City Council and the officials of the City  
26 directed toward approval of the issuance and sale of the Bonds be approved and the  
27 same hereby are ratified, approved and confirmed.

28  
29 **Section 2. Amendment of Approval of Form of Lease Agreement.** The form of  
30 Lease Agreement approved in Ordinance O28 is hereby amended to delete the PILOT  
31 payment schedule attached as Exhibit D thereto, and to substitute in its place the PILOT  
32 payment schedule (Storage PILOT Payments Schedule) presented to the Governing  
33 Body in connection with its consideration of this Amendatory Ordinance.

34  
35 **Section 3. Delegation of Authority to Execute and Deliver Bonds with Updated**  
36 **Series Designation.** The Mayor is hereby authorized to execute and deliver the Bonds  
37 with a series designation that corresponds to the year in which execution and delivery of  
38 the Bonds occurs.

39  
40 **Section 4. Ordinance No. O28 Otherwise not Amended.** Except as expressly  
41 provided herein, all other provisions of Ordinance No. O28 shall remain effective.

42  
43 **Section 5. Recording; Authentication; Publication; Effective Date.** This Ordinance,  
44 immediately upon its final passage and approval, shall be authenticated by the signature  
45 of the Mayor, and by the signature of the City Clerk or any Deputy City Clerk, and shall  
46 be recorded in the Ordinance book of the City, kept for that purpose, and shall be in full  
47 force and in effect ten days after adoption, and notice of adoption thereof shall be  
48 published once in a newspaper which maintains an office in, and is of general circulation  
49 in the City.

1 ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)

1  
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3

**EXHIBIT D**

**PILOT PAYMENTS**

STORAGE PILOT PAYMENTS

Year	Total PILOT	City Portion	Percent Payable to School Districts	APS	RRPS
1	\$49,411.76	\$34,742.50	\$14,669.26	\$ 9,423.79	\$ 5,245.47
2	\$469,411.76	\$330,053.79	\$139,357.97	\$ 89,526.04	\$ 49,831.93
3	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
4	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
5	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
6	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
7	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
8	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
9	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
10	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
11	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
12	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
13	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
14	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
15	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
16	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
17	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
18	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
19	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40

20	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
21	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
22	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
23	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
24	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
25	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
26	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
27	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
28	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
29	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40
30	\$518,823.53	364,796.30	\$154,027.23	\$ 98,949.83	\$ 55,077.40

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**Atrisco Solar Proposed PILOT Schedule - Combined**

Assessed Value: \$ 850,000,000.00  
 MW: 300  
 PILOT-% Payable to Schools 3,383.33 29.6878%  
 PILOT-% Split between School Districts 64.24% 35.76%

Year	PILOT	\$ Payable to Schools	APS	RRPS	Net to City of Rio Rancho
1	\$ 100,000.00	\$ 29,687.79	\$ 19,071.96	\$ 10,615.83	\$ 70,312.21
2	\$ 950,000.00	\$ 282,033.99	\$ 181,183.64	\$ 100,850.34	\$ 667,966.01
3	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
4	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
5	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
6	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
7	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
8	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
9	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
10	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
11	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
12	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
13	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
14	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
15	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
16	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
17	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
18	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
19	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
20	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
21	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
22	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
23	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
24	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
25	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
26	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
27	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
28	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
29	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
30	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
Sum	\$ 30,450,000.00	\$ 9,039,931.47	\$ 5,807,412.57	\$ 3,232,518.90	\$ 21,410,068.53
Validate	\$ 30,450,000.00	\$ 9,039,931.47	\$ 5,807,412.57	\$ 3,232,518.90	\$ 21,410,068.53

**Atrisco Solar Proposed PILOT Schedule - Storage**

Assessed Value: \$ 420,000,000.00  
 PILOT-% Payable to Schools 49.41%  
 PILOT-% Split between School Districts Storage 64.24% 35.76%

Yr.	PILOT	\$ Payable to Schools	APS	RRPS	Net to City of Rio Rancho
1	\$ 49,411.76	\$ 14,669.26	\$ 9,423.79	\$ 5,245.47	\$ 34,742.50
2	\$ 469,411.76	\$ 139,357.97	\$ 89,526.04	\$ 49,831.93	\$ 330,053.79
3	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
4	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
5	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
6	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
7	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
8	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
9	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
10	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
11	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
12	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
13	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
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17	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
18	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
19	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
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23	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
24	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
25	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
26	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
27	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
28	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
29	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
30	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
Sum	\$ 15,045,882.35	\$ 4,466,789.67	\$ 2,869,545.03	\$ 1,597,244.63	\$ 10,579,092.69
Validate	\$ 15,045,882.35	\$ 4,466,789.67	\$ 2,869,545.03	\$ 1,597,244.63	\$ 10,579,092.69

**Atrisco Solar Proposed PILOT Schedule - Solar**

Assessed Value: \$ 430,000,000.00  
 PILOT-% Payable to Schools 50.59%  
 PILOT-% Split between School Districts Solar 64.24% 35.76%

Yr.	PILOT	\$ Payable to Schools	APS	RRPS	Net to City of Rio Rancho
1	\$ 50,588.24	\$ 15,018.53	\$ 9,648.17	\$ 5,370.36	\$ 35,569.71
2	\$ 480,588.24	\$ 142,676.02	\$ 91,657.61	\$ 51,018.41	\$ 337,912.22
3	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
4	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
5	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
6	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
7	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
8	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
9	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
10	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
11	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
12	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
13	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
14	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
15	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
16	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
17	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
18	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
19	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
20	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
21	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
22	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
23	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
24	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
25	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
26	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
27	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
28	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
29	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
30	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
Sum	\$ 15,404,117.65	\$ 4,573,141.80	\$ 2,286,570.90	\$ 1,286,570.90	\$ 10,830,975.85
Validate	\$ 15,404,117.65	\$ 4,573,141.80	\$ 2,286,570.90	\$ 1,286,570.90	\$ 10,830,975.85

**PILOT Allocation as defined in Section 3-32-6 NMSA 1978**

**Criteria**

**(c) 1)** "1) fifty percent allocated equally among all school districts in which the project is located;"

See Exhibit II - RRPS APS and Solar Location

That overlays the City's boundaries to the respective school districts service area

APS	50%
RRPS	0%

**(c) 2)** "2) forty percent allocated to the school districts within the municipality in proportion to the area of each school district within the municipality;"

See Exhibit III - RRPS and APS Boundary Percentages

Shows the service areas with respect to the City's limits.

	<u>Acres</u>	<u>% of Area</u>		
RRPS	56,362.10	84.95%	34.0%	of the PILOT for Schools Districts
APS	9,984.76	15.05%	6.0%	of the PILOT for Schools Districts
CoRR	66,346.87			

**(c) 3)** "and 3) ten percent allocated to the school districts in proportion to the average of each school district's student membership pursuant to the Public School Code [Chapter 22 NMSA 1978, except Article 5A] reported on the second and third reporting dates for the most recent school year for which data is available as of the date of

10%

<u>District</u>	<u>Date</u>	<u>Total</u>	<u>Average</u>	<u>RRPS Proportion</u>	<u>APS Proportion</u>
RRPS	22-Dec	17,276			
RRPS	23-Mar	17,314	17,295	17.78%	
APS	22-Dec	80,157			
APS	23-Mar	79,802	79,980		82.22%
			97,275	1.78%	8.22%

\* See Exhibits IV and V (Enrollment data provided by NM Public Education Department on Aug 4, 2023).

**Total Allocation:**

APS	64.24%
RRPS	35.76%

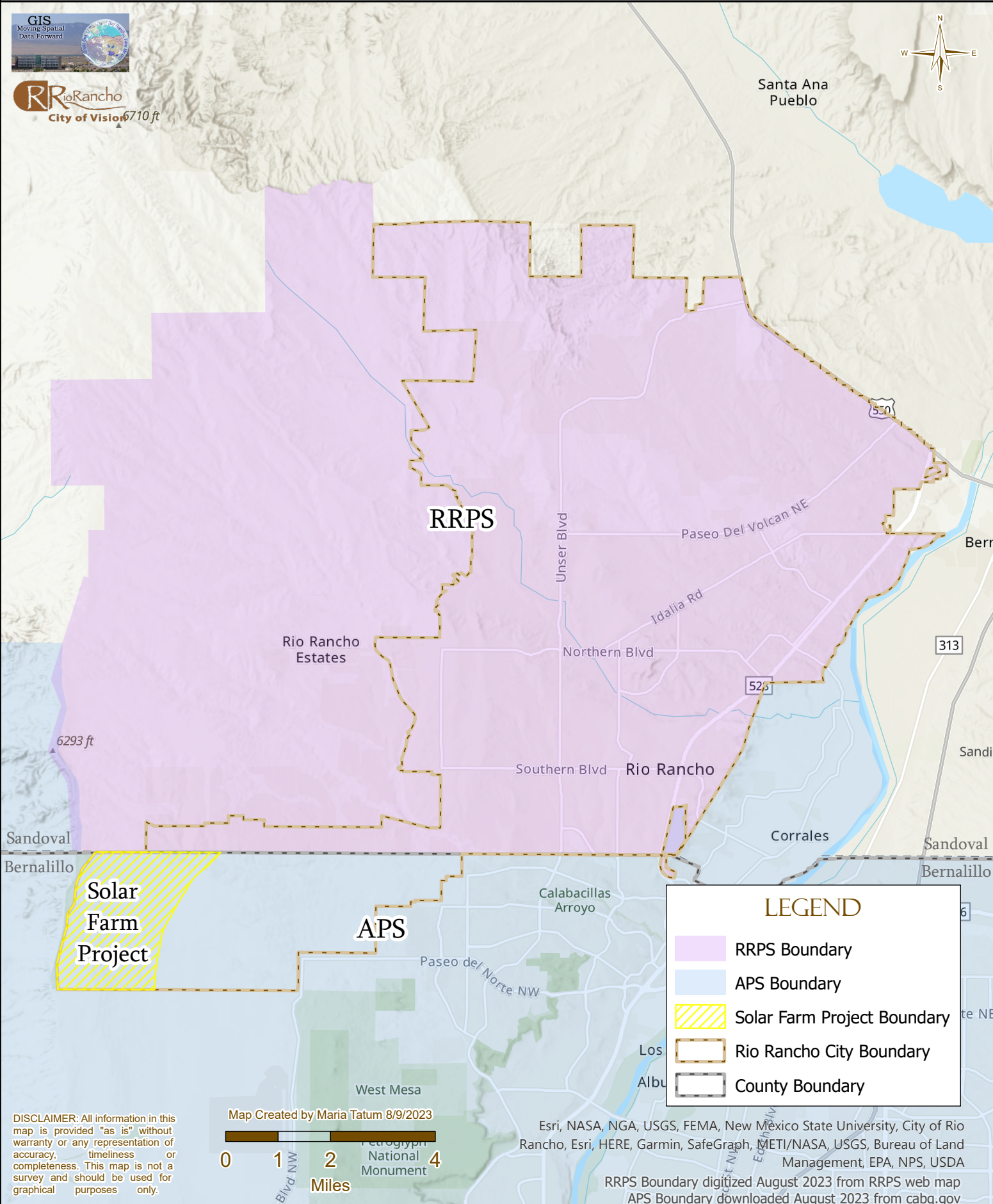
**PILOT % Attributable to School Districts**

TY2022

	MUNICIPALITY:	Sandoval County	Sandoval County	Bernalillo County	
	TAXABLE VALUE:	Rio Rancho	Rio Rancho	Rio Rancho	
	CATEGORY:	2,153,487,919	388,524,962	9,051,534	
		94 IN R	94 IN NR	R1-A NR	
<b>State Debt Service</b>		1.360	1.360	1.360	The relevant portion of the IRB statute setting out the requirements for School District PILOT, Section 3-32-6(A)(2) is as follows:
<b>Total State</b>		1.360	1.360	1.360	
<b>County Operational</b>		6.089	10.350	10.750	
<b>County Debt Service</b>		0.606	0.606	1.264	A municipality shall not acquire any electricity generation or transmission facility project unless the school districts within the municipality in which the project is located receive annual in-lieu tax payments; provided that the annual in-lieu tax payments required by this paragraph shall be:
<b>Bern. County Judgement (A) (4)</b>				0.200	(a) payable to the school districts for the period the municipality owns and leases the project;
<b>Bern. County Debt Service (4)</b>				0.006	(b) in an aggregate amount equal to the amount received by the municipality multiplied by the percentage [School District PILOT Percentage] determined by dividing the average of the operating, capital improvement and bond mills imposed by the school districts in the municipality [Average School District Mill Levy] and state debt service mills [State Debt Service Mill Levy] as of the date of issuance of the bonds [together, the Numerator] by the average of the mills imposed by all entities levying taxes on property in the municipality [Average Total Mill Levy as the Denominator] as of such date;
<b>Total County</b>		6.695	10.956	12.220	(c) shared among the school districts located within the municipality equally; and
<b>Municipal Operational</b>		7.004	7.650	7.650	(d) not be less than the amount due to the school districts in the tax year immediately preceding the issuance of the bonds from the property included in a project, had such project not been created;
<b>Municipal Debt Service</b>		2.772	2.772	2.772	
<b>Total Municipal</b>		9.776	10.422	10.422	
<b>School District Operational</b>		0.254	0.477	0.500	
<b>School District Debt Service</b>		8.543	8.543	4.480	
<b>School Dist. Cap. Improvement</b>		1.908	1.908	2.000	
<b>HB 33 School Building</b>		0.000	0.000	4.344	
<b>School Dist. Educ. Tech. Debt Service</b>		0.000	0.000	0.000	
<b>Total School District</b>		10.705	10.928	11.324	
<b>Total State, County, Municipal, &amp; School District</b>		28.536	33.666	35.326	
<b>Other:</b>					
<b>Contracting Hospitals</b>		1.893	1.893	6.400	
<b>Central NM Comm College (1)</b>		2.790	3.000	3.000	
<b>Central NM Comm. College Debt</b>		1.000	1.000	1.000	
<b>Total Other</b>		5.683	5.893	10.400	
<b>SUB-TOTAL</b>		<b>34.219</b>	<b>39.559</b>	<b>45.726</b>	
				<b>39.835</b>	
					<b>Average Total Mill Levy in Municipality as the Denominator</b>
					<b>School District PILOT Percentage (Total Numerator/Total Denominator)</b>
					30.9923%
SSCAFCA/AMAFCA		2.025	2.074	1.152	
AMAFCA					
<b>Grand Total - with Flood Control</b>		<b>36.244</b>	<b>41.633</b>	<b>46.878</b>	
				<b>41.585</b>	
					<b>Average Total Mill Levy in Municipality as the Denominator</b>
					<b>School District PILOT Percentage (Total Numerator/Total Denominator)</b>
					29.6878%

Average School District Mill Levies	10.986	
(+) State Debt Service Levy (1.360)	12.346	(a) = numerator
Average Total Mill Levies	41.585	(b) = denominator
School District PILOT Percentage (a / b)	29.6878%	
Number of School Districts In City	2	

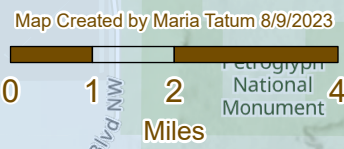
# RRPS, APS, AND SOLAR FARM BOUNDARIES



**LEGEND**

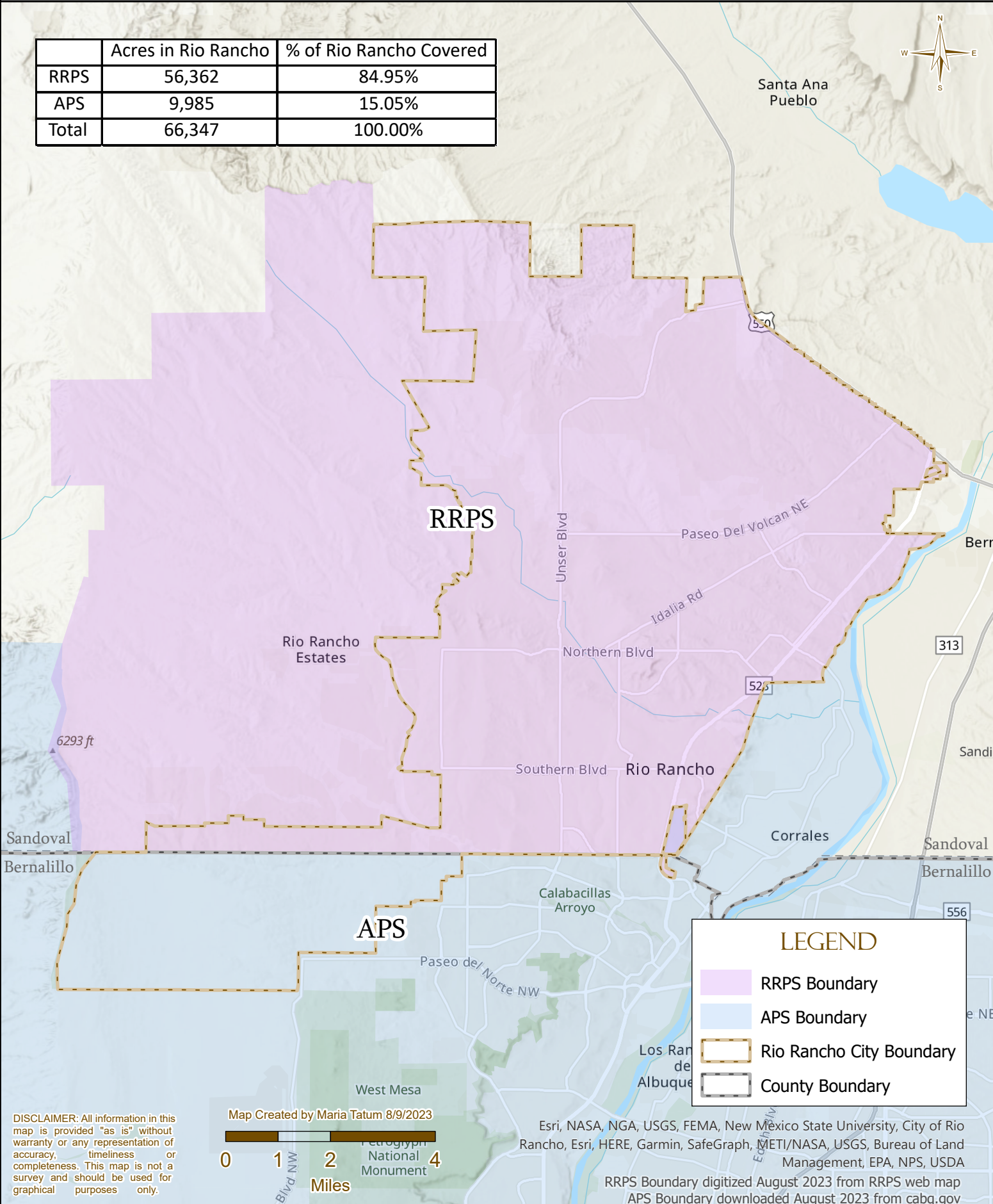
- RRPS Boundary
- APS Boundary
- Solar Farm Project Boundary
- Rio Rancho City Boundary
- County Boundary

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



Esri, NASA, NGA, USGS, FEMA, New Mexico State University, City of Rio Rancho, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA  
 RRPS Boundary digitized August 2023 from RRPS web map  
 APS Boundary downloaded August 2023 from cabq.gov

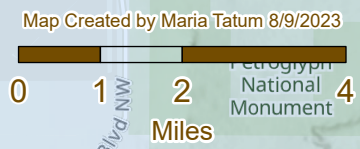
	Acres in Rio Rancho	% of Rio Rancho Covered
RRPS	56,362	84.95%
APS	9,985	15.05%
Total	66,347	100.00%



**LEGEND**

- RRPS Boundary
- APS Boundary
- Rio Rancho City Boundary
- County Boundary

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



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 RRPS Boundary digitized August 2023 from RRPS web map  
 APS Boundary downloaded August 2023 from cabq.gov

## Enrollment by District by School

School Year: 2022-2023

Snapshot Date: 2022-12-15 - 80D



DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT	
ALBUQUERQUE	001	A. MONTOYA ELEMENTARY	321	Public	Elementary School	30	51	0	64	52	72	70	74	0	0	0	0	0	0	0	0	413
	001	ABQ CHARTER ACADEMY	090	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	54	102	123	78	357
	001	ACE LEADERSHIP HIGH SCHOOL	749	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	77	69	63	26	235
	001	ADOBE ACRES ELEMENTARY	206	Public	Elementary School	15	55	0	47	49	52	41	50	0	0	0	0	0	0	0	0	309
	001	ALAMEDA ELEMENTARY	207	Public	Elementary School	39	36	0	34	24	38	32	34	0	0	0	0	0	0	0	0	237
	001	ALAMOSA ELEMENTARY	210	Public	Elementary School	15	46	0	57	56	65	58	77	0	0	0	0	0	0	0	0	374
	001	ALBUQUERQUE HIGH	590	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	611	442	327	324	1704
	001	ALBUQUERQUE TALENT DEVELOPMENT CHARTER	016	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	43	49	30	19	141
	001	ALICE KING COMMUNITY SCHOOL	116	Charter	Elementary School	0	51	0	50	53	52	62	48	52	37	45	0	0	0	0	0	450
	001	ALVARADO ELEMENTARY	213	Public	Elementary School	19	44	0	51	33	49	52	37	0	0	0	0	0	0	0	0	285
	001	APACHE ELEMENTARY	214	Public	Elementary School	13	41	0	43	57	48	47	39	0	0	0	0	0	0	0	0	288
	001	ARMIJO ELEMENTARY	215	Public	Elementary School	15	48	0	33	39	39	41	36	0	0	0	0	0	0	0	0	251
	001	ARROYO DEL OSO ELEMENTARY	329	Public	Elementary School	0	49	0	49	48	53	50	49	0	0	0	0	0	0	0	0	298
	001	ATRISCO ELEMENTARY	216	Public	Elementary School	15	32	0	34	35	36	49	46	0	0	0	0	0	0	0	0	247
	001	ATRISCO HERITAGE ACADEMY HS	576	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	705	606	375	401	2087
	001	BANDELIER ELEMENTARY	222	Public	Elementary School	0	65	0	70	74	66	81	93	0	0	0	0	0	0	0	0	449
	001	BARCELONA ELEMENTARY	225	Public	Elementary School	15	40	0	41	38	39	41	37	0	0	0	0	0	0	0	0	251
	001	BEL-AIR ELEMENTARY	228	Public	Elementary School	15	35	0	41	37	39	37	48	0	0	0	0	0	0	0	0	252
	001	BELLEHAVEN ELEMENTARY	229	Public	Elementary School	20	30	0	32	35	35	41	41	0	0	0	0	0	0	0	0	234
	001	BERNALILLO COUNTY JUVENILE DETENTION	048	Off-Site	High School	0	0	0	0	0	0	0	0	0	1	1	17	4	2	2	2	27
	001	CARLOS REY ELEMENTARY	339	Public	Elementary School	35	75	0	79	81	75	82	95	0	0	0	0	0	0	0	0	522
	001	CHAMIZA ELEMENTARY	295	Public	Elementary School	0	42	0	56	42	52	54	50	0	0	0	0	0	0	0	0	296
	001	CHAPARRAL ELEMENTARY	234	Public	Elementary School	70	75	0	70	68	77	81	91	0	0	0	0	0	0	0	0	532
	001	CHELWOOD ELEMENTARY	236	Public	Elementary School	0	53	0	61	43	82	60	63	0	0	0	0	0	0	0	0	362
	001	CHILDRENS TREATMENT CENTER	971	Off-Site	Special Education	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1
	001	CHRISTINE DUNCAN HERITAGE ACADEMY	118	Charter	Elementary School	37	44	0	46	49	31	38	42	39	43	40	0	0	0	0	0	409
	001	CIBOLA HIGH	580	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	543	515	338	351	1747
	001	CIEN AGUAS INTERNATIONAL	780	Charter	Elementary School	0	40	0	45	45	48	47	49	47	49	50	0	0	0	0	0	420
	001	CLEVELAND MIDDLE	407	Public	Middle School	0	0	0	0	0	0	0	0	196	179	173	0	0	0	0	0	548
	001	COCHITI ELEMENTARY	237	Public	Elementary School	17	35	0	23	37	36	29	31	0	0	0	0	0	0	0	0	208
	001	COLLEGE AND CAREER HIGH SCHOOL	591	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	67	73	60	60	260
	001	COLLET PARK ELEMENTARY	240	Public	Elementary School	54	45	0	36	52	51	43	45	0	0	0	0	0	0	0	0	326
	001	COMANCHE ELEMENTARY	241	Public	Elementary School	18	43	0	54	49	54	45	53	0	0	0	0	0	0	0	0	316
	001	CONTINUATION SCHOOL	035	Public	Special Education	0	0	0	0	0	0	0	0	0	1	3	9	4	0	0	0	17
	001	CORAL COMMUNITY CHARTER	706	Charter	Elementary School	37	41	0	39	39	34	27	22	0	0	0	0	0	0	0	0	239
	001	CORONADO ELEMENTARY	243	Public	Elementary School	0	41	0	60	43	65	43	57	0	0	0	0	0	0	0	0	309
	001	CORRALES ELEMENTARY	351	Public	Elementary School	0	62	0	55	52	67	53	48	0	0	0	0	0	0	0	0	337
	001	CORRALES INTERNATIONAL	028	Charter	High School	0	19	0	19	25	25	18	20	21	21	29	10	12	10	15	15	244
	001	COTTONWOOD CLASSICAL PREP	769	Charter	High School	0	0	0	0	0	0	0	0	131	130	128	111	113	77	66	66	756
	001	COYOTE WILLOW FAMILY SCHOOL	952	Public	Elementary School	0	34	0	42	43	39	38	32	26	18	6	0	0	0	0	0	278
	001	DEL NORTE HIGH	514	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	406	309	180	152	1047
	001	DENNIS CHAVEZ ELEMENTARY	203	Public	Elementary School	65	84	0	80	88	91	89	88	0	0	0	0	0	0	0	0	585
	001	DESERT RIDGE MIDDLE	430	Public	Middle School	0	0	0	0	0	0	0	0	233	285	299	0	0	0	0	0	817
	001	DESERT WILLOW FAMILY SCHOOL	900	Public	Elementary School	0	21	0	45	41	43	32	30	28	27	21	0	0	0	0	0	288
	001	DIGITAL ARTS AND TECHNOLOGY ACADEMY	063	Charter	High School	0	0	0	0	0	0	0	0	0	30	40	69	86	64	57	346	
	001	DOLORES GONZALES ELEMENTARY	244	Public	Elementary School	18	51	0	51	45	53	57	38	0	0	0	0	0	0	0	0	313

APS-RRPS Enrollment 2nd Report

DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT
001	001	DOUBLE EAGLE ELEMENTARY	350	Public	Elementary School	0	90	0	79	100	92	102	100	0	0	0	0	0	0	0	563
001	001	DURANES ELEMENTARY	249	Public	Elementary School	36	20	0	18	14	10	17	21	0	0	0	0	0	0	0	136
001	001	EARLY COLLEGE ACADEMY	593	Public	High School	0	0	0	0	0	0	0	0	0	0	0	53	61	51	51	216
001	001	EAST MOUNTAIN HIGH SCHOOL	024	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	120	93	80	80	373
001	001	EAST SAN JOSE ELEMENTARY	252	Public	Elementary School	20	49	0	46	47	52	65	54	0	0	0	0	0	0	0	333
001	001	ECADEMY	517	Public	High School	0	0	0	0	0	0	0	0	0	0	0	215	222	234	226	897
001	001	ECADEMY K-8	498	Public	Elementary School	0	27	0	60	53	66	74	96	98	144	169	0	0	0	0	787
001	001	EDMUND G ROSS ELEMENTARY	219	Public	Elementary School	14	51	0	68	58	82	65	67	0	0	0	0	0	0	0	405
001	001	EDWARD GONZALES ELEMENTARY	262	Public	Elementary School	0	0	0	0	0	117	111	149	0	0	0	0	0	0	0	377
001	001	EISENHOWER MIDDLE	480	Public	Middle School	0	0	0	0	0	0	0	0	269	272	283	0	0	0	0	824
001	001	EL CAMINO REAL ACADEMY	069	Charter	High School	0	18	0	27	22	18	25	32	35	40	40	28	26	15	18	344
001	001	ELDORADO HIGH	515	Public	High School	20	0	0	0	0	0	0	0	0	0	0	507	449	335	307	1618
001	001	EMERSON ELEMENTARY	255	Public	Elementary School	20	61	0	58	50	62	60	48	0	0	0	0	0	0	0	359
001	001	ERNIE PYLE MIDDLE	450	Public	Middle School	0	0	0	0	0	0	0	0	131	158	158	0	0	0	0	447
001	001	EUGENE FIELD ELEMENTARY	261	Public	Elementary School	14	19	0	15	26	24	15	22	0	0	0	0	0	0	0	135
001	001	FREEDOM HIGH	596	Public	High School	0	0	0	0	0	0	0	0	0	0	0	32	32	21	19	104
001	001	GARFIELD MIDDLE	410	Public	Middle School	0	0	0	0	0	0	0	0	96	102	110	0	0	0	0	308
001	001	GEORGE I SANCHEZ	496	Public	Elementary School	0	76	0	82	72	64	83	103	242	225	263	0	0	0	0	1210
001	001	GEORGIA O'KEEFFE ELEMENTARY	328	Public	Elementary School	0	76	0	71	77	98	78	84	0	0	0	0	0	0	0	484
001	001	GILBERT L SENA CHARTER HS	707	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	59	43	26	17	145
001	001	GORDON BERNELL CHARTER	030	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	61	44	24	29	158
001	001	GOV BENT ELEMENTARY	230	Public	Elementary School	17	43	0	62	49	58	42	54	0	0	0	0	0	0	0	325
001	001	GRANT MIDDLE	413	Public	Middle School	0	0	0	0	0	0	0	0	101	115	129	0	0	0	0	345
001	001	GRIEGOS ELEMENTARY	267	Public	Elementary School	0	30	0	35	45	46	45	39	0	0	0	0	0	0	0	240
001	001	HARRISON MIDDLE	415	Public	Middle School	0	0	0	0	0	0	0	0	107	117	113	0	0	0	0	337
001	001	HAWTHORNE ELEMENTARY	270	Public	Elementary School	18	42	0	48	53	52	59	58	0	0	0	0	0	0	0	330
001	001	HAYES MIDDLE	416	Public	Middle School	0	0	0	0	0	0	0	0	151	117	112	0	0	0	0	380
001	001	HEALTH LEADERSHIP HIGH SCHOOL	752	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	40	62	71	41	214
001	001	HELEN CORDERO PRIMARY	395	Public	Elementary School	91	125	0	126	130	0	0	0	0	0	0	0	0	0	0	472
001	001	HIGHLAND AUTISM CENTER	611	Public	Special Education	12	0	0	3	1	0	1	1	3	5	1	4	3	1	8	43
001	001	HIGHLAND HIGH	520	Public	High School	0	0	0	0	0	0	0	0	0	0	0	419	370	192	149	1130
001	001	HODGIN ELEMENTARY	273	Public	Elementary School	70	56	0	57	58	61	66	59	0	0	0	0	0	0	0	427
001	001	HOMEBOUND	998	Off-Site	Central Office	4	2	0	5	2	2	5	3	3	4	6	9	6	5	7	63
001	001	HOOVER MIDDLE	418	Public	Middle School	0	0	0	0	0	0	0	0	121	111	157	0	0	0	0	389
001	001	HUBERT H HUMPHREY ELEMENTARY	221	Public	Elementary School	0	67	0	89	73	90	79	85	0	0	0	0	0	0	0	483
001	001	INEZ ELEMENTARY	276	Public	Elementary School	0	45	0	42	58	46	71	46	0	0	0	0	0	0	0	308
001	001	JACKSON MIDDLE	420	Public	Middle School	0	0	0	0	0	0	0	0	129	124	153	0	0	0	0	406
001	001	JAMES MONROE MIDDLE	490	Public	Middle School	0	0	0	0	0	0	0	0	251	192	252	0	0	0	0	695
001	001	JANET KAHN FINE ARTS ACADEMY	258	Public	Elementary School	16	45	0	59	42	43	53	59	0	0	0	0	0	0	0	317
001	001	JEFFERSON MIDDLE	425	Public	Middle School	0	0	42	0	0	0	0	0	211	203	224	0	0	0	0	638
001	001	JIMMY CARTER MIDDLE	445	Public	Middle School	0	0	0	0	0	0	0	0	155	174	191	0	0	0	0	520
001	001	JOHN ADAMS MIDDLE	405	Public	Middle School	0	0	0	0	0	0	0	0	140	155	162	0	0	0	0	457
001	001	JOHN BAKER ELEMENTARY	217	Public	Elementary School	0	74	0	72	63	68	75	84	0	0	0	0	0	0	0	436
001	001	KENNEDY MIDDLE	427	Public	Middle School	0	0	0	0	0	0	0	0	102	112	108	0	0	0	0	322
001	001	KIRTLAND ELEMENTARY	279	Public	Elementary School	65	23	0	21	17	17	16	18	0	0	0	0	0	0	0	177
001	001	KIT CARSON ELEMENTARY	231	Public	Elementary School	26	61	0	57	61	50	51	53	0	0	0	0	0	0	0	359
001	001	L.B. JOHNSON MIDDLE	485	Public	Middle School	0	0	0	0	0	0	0	0	185	195	204	0	0	0	0	584
001	001	LA ACADEMIA DE ESPERANZA	061	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	80	69	59	40	248
001	001	LA CUEVA HIGH	525	Public	High School	0	0	0	0	0	0	0	0	0	0	0	508	473	429	398	1808
001	001	LA LUZ ELEMENTARY	282	Public	Elementary School	19	19	0	25	22	15	12	22	0	0	0	0	0	0	0	134
001	001	LA MESA ELEMENTARY	285	Public	Elementary School	18	64	0	64	77	62	56	74	0	0	0	0	0	0	0	415
001	001	LAVALAND ELEMENTARY	288	Public	Elementary School	37	55	0	61	59	74	69	58	0	0	0	0	0	0	0	413
001	001	LEW WALLACE ELEMENTARY	373	Public	Elementary School	0	31	0	22	28	27	34	40	0	0	0	0	0	0	0	182
001	001	LONGFELLOW ELEMENTARY	291	Public	Elementary School	0	18	0	27	25	33	35	29	0	0	0	0	0	0	0	167
001	001	LOS PADILLAS ELEMENTARY	297	Public	Elementary School	15	43	0	28	31	39	38	36	0	0	0	0	0	0	0	230
001	001	LOS PUENTES CHARTER	017	Charter	High School	0	0	0	0	0	0	0	0	0	1	12	36	30	24	12	115
001	001	LOS RANCHOS ELEMENTARY	336	Public	Elementary School	17	27	0	42	34	24	42	41	0	0	0	0	0	0	0	227
001	001	LOWELL ELEMENTARY	300	Public	Elementary School	1	44	0	31	45	34	41	43	0	0	0	0	0	0	0	239
001	001	MACARTHUR ELEMENTARY	303	Public	Elementary School	17	32	0	26	25	31	18	30	0	0	0	0	0	0	0	179

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DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT
001		MADISON MIDDLE	435	Public	Middle School	0	0	0	0	0	0	0	0	208	183	202	0	0	0	0	593
001		MANZANO HIGH	530	Public	High School	16	0	0	0	0	0	0	0	0	0	0	523	354	243	207	1343
001		MANZANO MESA ELEMENTARY	260	Public	Elementary School	45	67	0	86	95	90	72	81	0	0	0	0	0	0	0	536
001		MARIE M HUGHES ELEMENTARY	365	Public	Elementary School	0	68	0	52	65	70	69	83	0	0	0	0	0	0	0	407
001		MARK ARMJO ACADEMY	039	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	57	63	50	29	199
001		MARK TWAIN ELEMENTARY	364	Public	Elementary School	65	39	0	29	47	38	40	32	0	0	0	0	0	0	0	290
001		MARYANN BINFORD ELEMENTARY	250	Public	Elementary School	21	73	0	68	76	74	72	99	0	0	0	0	0	0	0	483
001		MATHESON PARK ELEMENTARY	305	Public	Elementary School	16	27	0	25	36	30	31	30	0	0	0	0	0	0	0	195
001		MCCOLLUM ELEMENTARY	307	Public	Elementary School	70	40	0	29	43	40	30	35	0	0	0	0	0	0	0	287
001		MCKINLEY MIDDLE	440	Public	Middle School	0	0	0	0	0	0	0	0	147	170	172	0	0	0	0	489
001		MISC PRESCHOOL PROGRAM	992	Off-Site	Prekindergarten	86	0	0	0	0	0	0	0	0	0	0	0	0	0	0	86
001		MISC PRIVATE	997	Private	Non-Accredited	0	10	0	19	18	29	18	19	17	8	13	10	10	11	8	190
001		MISSION AVENUE ELEMENTARY	309	Public	Elementary School	19	56	0	59	53	48	61	54	0	0	0	0	0	0	0	350
001		MITCHELL ELEMENTARY	310	Public	Elementary School	0	38	0	43	41	50	48	45	0	0	0	0	0	0	0	265
001		MONTE VISTA ELEMENTARY	312	Public	Elementary School	0	70	0	74	79	53	83	71	0	0	0	0	0	0	0	430
001		MONTESSORI OF THE RIO GRANDE	095	Charter	Elementary School	0	35	0	36	37	36	35	35	0	0	0	0	0	0	0	214
001		MONTEZUMA ELEMENTARY	315	Public	Elementary School	0	46	0	61	59	52	84	61	0	0	0	0	0	0	0	363
001		MOUNTAIN MAHOGANY COMMUNITY SCHOOL	098	Charter	Elementary School	0	21	0	24	23	21	23	25	22	36	29	0	0	0	0	224
001		MOUNTAIN VIEW ELEMENTARY	324	Public	Elementary School	13	28	0	40	33	35	36	29	0	0	0	0	0	0	0	214
001		NATIVE AMERICAN COMMUNITY ACADEMY	006	Charter	High School	0	20	0	19	18	21	22	21	45	52	46	68	52	36	25	445
001		NAVAJO ELEMENTARY	327	Public	Elementary School	16	55	0	50	51	66	59	60	0	0	0	0	0	0	0	357
001		NEW AMERICA SCHOOL	708	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	82	66	45	22	215
001		NEW FUTURES HIGH SCHOOL	549	Public	High School	0	0	0	0	0	0	0	0	0	1	1	23	14	23	13	75
001		NEW MEXICO INTERNATIONAL SCHOOL	768	Charter	Elementary School	0	63	0	66	57	63	56	38	22	11	15	0	0	0	0	391
001		NEX GEN ACADEMY	516	Public	High School	0	0	0	0	0	0	0	0	0	0	0	51	78	49	55	233
001		NMSVH PRESCHOOL	983	Off-Site	Special Education	41	11	0	0	0	0	0	0	0	0	0	0	0	0	0	52
001		NORTH STAR ELEMENTARY	268	Public	Elementary School	0	65	0	72	80	106	103	120	0	0	0	0	0	0	0	546
001		ONATE ELEMENTARY	227	Public	Elementary School	0	42	0	56	50	42	38	41	0	0	0	0	0	0	0	269
001		OSUNA ELEMENTARY	332	Public	Elementary School	0	67	0	81	76	63	79	69	0	0	0	0	0	0	0	435
001		PAINTED SKY ELEMENTARY	275	Public	Elementary School	19	110	0	107	86	89	89	110	0	0	0	0	0	0	0	610
001		PAJARITO ELEMENTARY	333	Public	Elementary School	59	58	0	49	48	38	50	48	0	0	0	0	0	0	0	350
001		PETROGLYPH ELEMENTARY	317	Public	Elementary School	75	60	0	65	76	62	72	67	0	0	0	0	0	0	0	477
001		POLK MIDDLE	448	Public	Middle School	0	0	0	0	0	0	0	0	89	91	87	0	0	0	0	267
001		PUBLIC ACADEMY FOR PERFORMING ARTS	047	Charter	High School	0	0	0	0	0	0	0	0	0	70	66	69	65	64	55	431
001		REGINALD CHAVEZ ELEMENTARY	330	Public	Elementary School	0	24	0	36	34	37	33	37	0	0	0	0	0	0	0	201
001		RIO GRANDE HIGH	540	Public	High School	0	0	0	0	0	0	0	0	0	0	0	633	431	235	216	1515
001		ROBERT F. KENNEDY CHARTER	051	Charter	High School	0	0	0	0	0	0	0	0	17	35	30	120	90	54	28	374
001		ROOSEVELT MIDDLE	452	Public	Middle School	0	0	0	0	0	0	0	0	125	117	138	0	0	0	0	380
001		RUDOLFO ANAYA ELEMENTARY	392	Public	Elementary School	45	76	0	98	89	100	91	91	0	0	0	0	0	0	0	590
001		S. Y. JACKSON ELEMENTARY	360	Public	Elementary School	0	76	0	82	93	77	89	98	0	0	0	0	0	0	0	515
001		SAN ANTONITO ELEMENTARY	345	Public	Elementary School	0	52	0	49	55	59	67	58	0	0	0	0	0	0	0	340
001		SANDIA BASE ELEMENTARY	348	Public	Elementary School	0	71	0	66	50	55	63	38	0	0	0	0	0	0	0	343
001		SANDIA HIGH	550	Public	High School	0	0	50	0	0	0	0	0	0	0	0	581	455	326	352	1714
001		SCHOOL ON WHEELS HIGH SCHOOL	597	Public	High School	0	0	0	0	0	0	0	0	0	0	0	14	26	28	9	77
001		SEVEN BAR ELEMENTARY	265	Public	Elementary School	0	71	0	89	69	96	83	80	0	0	0	0	0	0	0	488
001		SIEMBRA LEADERSHIP HIGH SCHOOL	750	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	85	78	68	50	281
001		SIERRA VISTA ELEMENTARY	356	Public	Elementary School	33	56	0	74	64	66	64	87	0	0	0	0	0	0	0	444
001		SOMBRA DEL MONTE ELEMENTARY	357	Public	Elementary School	0	36	0	43	29	48	54	46	0	0	0	0	0	0	0	256
001		SOUTH VALLEY ACADEMY	025	Charter	High School	0	0	0	0	0	0	0	0	93	94	97	80	88	81	72	605
001		SUNSET VIEW ELEMENTARY	393	Public	Elementary School	0	63	0	76	81	86	93	86	0	0	0	0	0	0	0	485
001		SUSIE RAYOS MARMON ELEMENTARY	280	Public	Elementary School	21	93	0	79	105	98	96	89	0	0	0	0	0	0	0	581
001		TAFT MIDDLE	455	Public	Middle School	0	0	0	0	0	0	0	0	90	100	101	0	0	0	0	291
001		TAYLOR MIDDLE	457	Public	Middle School	0	0	0	0	0	0	0	0	93	109	115	0	0	0	0	317
001		TECHNOLOGY LEADERSHIP HIGH SCHOOL	753	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	70	83	117	45	315

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DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT
	001	THE INTERNATIONAL SCHOOL AT MESA DEL SOL	781	Charter	High School	16	37	0	26	33	34	28	32	31	27	21	19	12	8	6	330
	001	TIERRA ANTIGUA ELEMENTARY	389	Public	Elementary School	0	115	0	130	119	134	142	161	0	0	0	0	0	0	0	801
	001	TOMASITA ELEMENTARY	363	Public	Elementary School	0	31	0	35	33	46	50	38	0	0	0	0	0	0	0	233
	001	TONY HILLERMAN MIDDLE SCHOOL	492	Public	Middle School	0	0	0	0	0	0	0	0	318	335	373	0	0	0	0	1026
	001	TRANSITION SERVICES	040	Off-Site	Special Education	10	0	0	0	0	0	0	0	0	0	0	0	0	0	160	170
	001	TRES VOLCANES COMMUNITY COLLABORATIVE SCHOOL	497	Public	Elementary School	0	55	0	79	76	71	91	76	157	159	155	0	0	0	0	919
	001	TRUMAN MIDDLE	475	Public	Middle School	0	0	0	0	0	0	0	0	205	207	258	0	0	0	0	670
	001	VALLE VISTA ELEMENTARY	370	Public	Elementary School	85	35	0	44	31	41	47	42	0	0	0	0	0	0	0	325
	001	VALLEY HIGH	560	Public	High School	0	0	0	0	0	0	0	0	0	0	0	376	303	202	153	1034
	001	VAN BUREN MIDDLE	460	Public	Middle School	0	0	0	0	0	0	0	0	131	118	154	0	0	0	0	403
	001	VENTANA RANCH ELEMENTARY	264	Public	Elementary School	33	96	0	89	98	114	112	95	0	0	0	0	0	0	0	637
	001	VISION QUEST ALTERNATIVE MIDDLE	840	Public	Middle School	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
	001	VOLCANO VISTA HIGH	575	Public	High School	0	0	0	0	0	0	0	0	0	0	0	637	610	506	454	2207
	001	VOZ COLLEGIATE PREPARATORY CHARTER SCHOOL	709	Charter	Middle School	0	0	0	0	0	0	0	0	15	37	12	0	0	0	0	64
	001	WASHINGTON MIDDLE	465	Public	Middle School	0	0	0	0	0	0	0	0	73	96	105	0	0	0	0	274
	001	WEST MESA HIGH	570	Public	High School	0	0	0	0	0	0	0	0	0	0	0	720	479	307	248	1754
	001	WHERRY ELEMENTARY	376	Public	Elementary School	11	37	0	54	44	50	40	43	0	0	0	0	0	0	0	279
	001	WHITTIER ELEMENTARY	379	Public	Elementary School	38	46	0	43	38	37	54	44	0	0	0	0	0	0	0	300
	001	WILLIAM W & JOSEPHINE DORN CHARTER COMMUNITY SCHOOL	782	Charter	Elementary School	0	8	0	8	11	6	8	10	0	0	0	0	0	0	0	51
	001	WILSON MIDDLE	470	Public	Middle School	0	0	0	0	0	0	0	0	124	126	141	0	0	0	0	391
	001	ZIA ELEMENTARY	385	Public	Elementary School	0	45	0	38	43	35	42	31	0	0	0	0	0	0	0	234
	001	ZUNI ELEMENTARY	388	Public	Elementary School	17	38	0	26	40	41	37	43	0	0	0	0	0	0	0	242
ALBUQUERQ	Total	181				1999	5191	0	5507	5471	5710	5795	5870	5395	5565	6017	9107	7723	5660	5147	80157
RIO RANCHO	083	CIELO AZUL ELEMENTARY	021	Public	Elementary School	0	114	0	128	107	108	109	128	0	0	0	0	0	0	0	694
	083	CLEVELAND HIGH SCHOOL	011	Public	High School	0	0	0	0	0	0	0	0	0	0	0	726	703	628	542	2599
	083	COLINAS DEL NORTE ELEMENTARY	050	Public	Elementary School	0	86	0	95	86	109	95	112	0	0	0	0	0	0	0	583
	083	EAGLE RIDGE MIDDLE	001	Public	Middle School	0	0	0	0	0	0	0	0	274	262	283	0	0	0	0	819
	083	ENCHANTED HILLS ELEMENTARY	100	Public	Elementary School	0	98	0	122	107	129	129	135	0	0	0	0	0	0	0	720
	083	ERNEST STAPLETON ELEMENTARY	372	Public	Elementary School	0	125	0	150	138	132	140	132	0	0	0	0	0	0	0	817
	083	INDEPENDENCE HIGH SCHOOL	013	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	1	30	153	184
	083	JOE HARRIS ELEMENTARY	025	Public	Elementary School	0	85	0	95	89	91	84	79	0	0	0	0	0	0	0	523
	083	LINCOLN MIDDLE	481	Public	Middle School	0	0	0	0	0	0	0	0	265	283	275	0	0	0	0	823
	083	MAGGIE CORDOVA ELEMENTARY SCHOOL	012	Public	Elementary School	0	129	0	124	92	123	105	98	0	0	0	0	0	0	0	671
	083	MARTIN KING JR ELEMENTARY	375	Public	Elementary School	0	78	0	87	121	105	125	115	0	0	0	0	0	0	0	631
	083	MISC PRIVATE	997	Private	Non-Accredited	2	4	0	2	5	7	6	11	6	3	1	4	0	4	3	58
	083	MOUNTAIN VIEW MIDDLE	105	Public	Middle School	0	0	0	0	0	0	0	0	303	292	337	0	0	0	0	932
	083	PUESTA DEL SOL ELEMENTARY	319	Public	Elementary School	0	78	0	104	109	106	98	105	0	0	0	0	0	0	0	600
	083	RIO RANCHO CYBER ACADEMY	018	Public	High School	0	0	0	0	0	0	0	0	20	26	33	23	30	37	34	203
	083	RIO RANCHO DIST OFFICE	000	Central Office	Central Office	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	083	RIO RANCHO ELEMENTARY	340	Public	Elementary School	0	79	0	99	82	91	84	102	0	0	0	0	0	0	0	537
	083	RIO RANCHO HIGH	006	Public	High School	0	0	0	0	0	0	0	0	0	0	0	733	624	628	570	2555
	083	RIO RANCHO MIDDLE SCHOOL	016	Public	Middle School	0	0	0	0	0	0	0	0	384	392	364	0	0	0	0	1140
	083	SANDIA VISTA ELEMENTARY	020	Public	Elementary School	0	98	0	126	111	119	120	117	0	0	0	0	0	0	0	691
	083	SHINING STARS PRESCHOOL	017	Public	Special Education	630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	630
	083	SPARRK ONLINE ACADEMY	110	Public	Elementary School	0	7	0	10	11	20	20	21	0	0	0	0	0	0	0	89
	083	VISTA GRANDE ELEMENTARY	015	Public	Elementary School	0	88	0	129	127	123	138	171	0	0	0	0	0	0	0	776
RIO RANCHO	Total	23				632	1069	0	1272	1185	1263	1253	1326	1252	1258	1293	1486	1358	1327	1302	17276
Grand Total		204				2631	6260	0	6779	6656	6973	7048	7196	6647	6823	7310	10593	9081	6987	6449	97433

## Enrollment by District by School

School Year: 2022-2023

Snapshot Date: 2023-03-01 - 120D



DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT	
ALBUQUERQUE	001	A. MONTOYA ELEMENTARY	321	Public	Elementary School	33	51	0	61	52	69	67	74	0	0	0	0	0	0	0	407	
	001	ABQ CHARTER ACADEMY	090	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	61	112	125	102	400
	001	ACE LEADERSHIP HIGH SCHOOL	749	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	84	68	63	24	239
	001	ADOBE ACRES ELEMENTARY	206	Public	Elementary School	16	54	0	49	50	52	40	50	0	0	0	0	0	0	0	0	311
	001	ALAMEDA ELEMENTARY	207	Public	Elementary School	40	34	0	35	24	40	32	34	0	0	0	0	0	0	0	0	239
	001	ALAMOSA ELEMENTARY	210	Public	Elementary School	15	45	0	58	57	67	60	82	0	0	0	0	0	0	0	0	384
	001	ALBUQUERQUE HIGH	590	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	538	416	361	345	1660
	001	ALBUQUERQUE TALENT DEVELOPMENT CHARTER	016	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	40	45	32	31	148
	001	ALICE KING COMMUNITY SCHOOL	116	Charter	Elementary School	0	49	0	50	53	52	66	47	52	37	42	0	0	0	0	0	448
	001	ALVARADO ELEMENTARY	213	Public	Elementary School	18	44	0	53	32	50	51	35	0	0	0	0	0	0	0	0	283
	001	APACHE ELEMENTARY	214	Public	Elementary School	13	36	0	41	54	50	48	39	0	0	0	0	0	0	0	0	281
	001	ARMIJO ELEMENTARY	215	Public	Elementary School	16	46	0	34	39	41	41	37	0	0	0	0	0	0	0	0	254
	001	ARROYO DEL OSO ELEMENTARY	329	Public	Elementary School	0	50	0	50	45	56	48	50	0	0	0	0	0	0	0	0	299
	001	ATRISCO ELEMENTARY	216	Public	Elementary School	14	34	0	33	35	35	48	46	0	0	0	0	0	0	0	0	245
	001	ATRISCO HERITAGE ACADEMY HS	576	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	625	550	418	445	2038
	001	BANDELIER ELEMENTARY	222	Public	Elementary School	0	66	0	70	74	67	82	93	0	0	0	0	0	0	0	0	452
	001	BARCELONA ELEMENTARY	225	Public	Elementary School	14	39	0	40	38	40	40	39	0	0	0	0	0	0	0	0	250
	001	BEL-AIR ELEMENTARY	228	Public	Elementary School	16	34	0	41	37	41	37	48	0	0	0	0	0	0	0	0	254
	001	BELLEHAVEN ELEMENTARY	229	Public	Elementary School	20	29	0	32	38	35	40	40	0	0	0	0	0	0	0	0	234
	001	BERNALILLO COUNTY JUVENILE DETENTION	048	Off-Site	High School	0	0	0	0	0	0	0	0	0	0	3	18	7	3	2	2	33
	001	CARLOS REY ELEMENTARY	339	Public	Elementary School	35	77	0	79	82	73	80	98	0	0	0	0	0	0	0	0	524
	001	CHAMIZA ELEMENTARY	295	Public	Elementary School	0	42	0	57	43	52	55	52	0	0	0	0	0	0	0	0	301
	001	CHAPARRAL ELEMENTARY	234	Public	Elementary School	79	80	0	68	68	78	83	94	0	0	0	0	0	0	0	0	550
	001	CHELWOOD ELEMENTARY	236	Public	Elementary School	0	50	0	64	42	84	57	61	0	0	0	0	0	0	0	0	358
	001	CHILDRENS TREATMENT CENTER	971	Off-Site	Special Education	0	0	0	0	1	0	0	1	0	1	0	0	0	0	0	0	3
	001	CHRISTINE DUNCAN HERITAGE ACADEMY	118	Charter	Elementary School	36	42	0	48	50	30	39	43	39	43	41	0	0	0	0	0	411
	001	CIBOLA HIGH	580	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	465	494	346	387	1692
	001	CIEN AGUAS INTERNATIONAL	780	Charter	Elementary School	0	40	0	46	46	48	45	50	47	48	50	0	0	0	0	0	420
	001	CLEVELAND MIDDLE	407	Public	Middle School	0	0	0	0	0	0	0	0	192	178	162	0	0	0	0	0	532
	001	COCHITI ELEMENTARY	237	Public	Elementary School	17	34	0	24	36	33	30	33	0	0	0	0	0	0	0	0	207
	001	COLLEGE AND CAREER HIGH SCHOOL	591	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	62	71	61	61	255
	001	COLLET PARK ELEMENTARY	240	Public	Elementary School	63	47	0	39	52	52	44	43	0	0	0	0	0	0	0	0	340
	001	COMANCHE ELEMENTARY	241	Public	Elementary School	16	44	0	52	48	55	47	54	0	0	0	0	0	0	0	0	316
	001	CONTINUATION SCHOOL	035	Public	Special Education	0	0	0	0	0	0	0	0	0	0	1	7	5	0	0	0	13
	001	CORAL COMMUNITY CHARTER	706	Charter	Elementary School	38	40	0	40	40	36	26	22	0	0	0	0	0	0	0	0	242
	001	CORONADO ELEMENTARY	243	Public	Elementary School	0	42	0	62	43	64	43	56	0	0	0	0	0	0	0	0	310
	001	CORRALES ELEMENTARY	351	Public	Elementary School	0	62	0	57	51	66	55	49	0	0	0	0	0	0	0	0	340
	001	CORRALES INTERNATIONAL	028	Charter	High School	0	19	0	19	26	25	17	20	23	22	30	10	12	9	15	15	247
	001	COTTONWOOD CLASSICAL PREP	769	Charter	High School	0	0	0	0	0	0	0	0	128	130	125	111	112	75	64	745	
	001	COYOTE WILLOW FAMILY SCHOOL	952	Public	Elementary School	0	32	0	42	42	37	38	32	26	16	6	0	0	0	0	0	271
	001	DEL NORTE HIGH	514	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	337	298	196	185	1016
	001	DENNIS CHAVEZ ELEMENTARY	203	Public	Elementary School	69	85	0	80	87	89	89	86	0	0	0	0	0	0	0	0	585
	001	DESERT RIDGE MIDDLE	430	Public	Middle School	0	0	0	0	0	0	0	0	236	284	298	0	0	0	0	0	818
	001	DESERT WILLOW FAMILY SCHOOL	900	Public	Elementary School	0	21	0	45	41	42	33	29	26	27	21	0	0	0	0	0	285
	001	DIGITAL ARTS AND TECHNOLOGY ACADEMY	063	Charter	High School	0	0	0	0	0	0	0	0	0	0	29	41	75	86	66	59	356

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	001	DOLORES GONZALES ELEMENTARY	244	Public	Elementary School	18	56	0	50	47	55	57	38	0	0	0	0	0	0	0	0	321
	001	DOUBLE EAGLE ELEMENTARY	350	Public	Elementary School	0	90	0	79	101	91	102	100	0	0	0	0	0	0	0	0	563
	001	DURANES ELEMENTARY	249	Public	Elementary School	43	18	0	18	14	10	17	22	0	0	0	0	0	0	0	0	142
	001	EARLY COLLEGE ACADEMY	593	Public	High School	0	0	0	0	0	0	0	0	0	0	0	51	58	49	54	212	
	001	EAST MOUNTAIN HIGH SCHOOL	024	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	117	94	80	79	370	
	001	EAST SAN JOSE ELEMENTARY	252	Public	Elementary School	20	49	0	48	48	52	64	55	0	0	0	0	0	0	0	0	336
	001	ECADEMY	517	Public	High School	0	0	0	0	0	0	0	0	0	0	0	280	276	277	231	1064	
	001	ECADEMY K-8	498	Public	Elementary School	0	33	0	64	54	72	79	98	113	173	199	0	0	0	0	0	885
	001	EDMUND G ROSS ELEMENTARY	219	Public	Elementary School	14	50	0	66	58	80	64	65	0	0	0	0	0	0	0	0	397
	001	EDWARD GONZALES ELEMENTARY	262	Public	Elementary School	0	0	0	0	0	117	111	148	0	0	0	0	0	0	0	0	376
	001	EISENHOWER MIDDLE	480	Public	Middle School	0	0	0	0	0	0	0	0	263	269	285	0	0	0	0	0	817
	001	EL CAMINO REAL ACADEMY	069	Charter	High School	0	19	0	26	23	18	25	32	35	37	40	26	27	14	17	339	
	001	ELDORADO HIGH	515	Public	High School	20	0	0	0	0	0	0	0	0	0	0	427	448	337	328	1560	
	001	EMERSON ELEMENTARY	255	Public	Elementary School	19	60	0	57	48	57	60	45	0	0	0	0	0	0	0	0	346
	001	ERNIE PYLE MIDDLE	450	Public	Middle School	0	0	0	0	0	0	0	0	128	151	159	0	0	0	0	0	438
	001	EUGENE FIELD ELEMENTARY	261	Public	Elementary School	16	20	0	16	26	26	15	24	0	0	0	0	0	0	0	0	143
	001	FREEDOM HIGH	596	Public	High School	0	0	0	0	0	0	0	0	0	0	0	37	32	22	23	114	
	001	GARFIELD MIDDLE	410	Public	Middle School	0	0	0	0	0	0	0	0	96	99	111	0	0	0	0	306	
	001	GEORGE I SANCHEZ	496	Public	Elementary School	0	77	0	84	72	64	87	102	237	231	268	0	0	0	0	0	1222
	001	GEORGIA O'KEEFE ELEMENTARY	328	Public	Elementary School	0	74	0	72	80	101	77	87	0	0	0	0	0	0	0	0	491
	001	GILBERT L SENA CHARTER HS	707	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	66	30	18	23	137	
	001	GORDON BERNELL CHARTER	030	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	62	48	36	13	159	
	001	GOV BENT ELEMENTARY	230	Public	Elementary School	15	43	0	61	49	55	43	53	0	0	0	0	0	0	0	0	319
	001	GRANT MIDDLE	413	Public	Middle School	0	0	0	0	0	0	0	0	104	116	125	0	0	0	0	0	345
	001	GRIEGOS ELEMENTARY	267	Public	Elementary School	0	29	0	35	44	45	45	39	0	0	0	0	0	0	0	0	237
	001	HARRISON MIDDLE	415	Public	Middle School	0	0	0	0	0	0	0	0	103	114	115	0	0	0	0	0	332
	001	HAWTHORNE ELEMENTARY	270	Public	Elementary School	20	42	0	49	49	51	55	58	0	0	0	0	0	0	0	0	324
	001	HAYES MIDDLE	416	Public	Middle School	0	0	0	0	0	0	0	0	152	109	111	0	0	0	0	0	372
	001	HEALTH LEADERSHIP HIGH SCHOOL	752	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	42	59	66	40	207	
	001	HELEN CORDERO PRIMARY	395	Public	Elementary School	95	126	0	130	132	0	0	0	0	0	0	0	0	0	0	0	483
	001	HIGHLAND AUTISM CENTER	611	Public	Special Education	12	0	0	4	1	0	2	1	2	5	1	3	4	0	10	45	
	001	HIGHLAND HIGH	520	Public	High School	0	0	0	0	0	0	0	0	0	0	0	331	354	216	190	1091	
	001	HODGGIN ELEMENTARY	273	Public	Elementary School	72	54	0	55	54	58	64	63	0	0	0	0	0	0	0	0	420
	001	HOMEBOUND	998	Off-Site	Central Office	6	2	0	4	2	1	6	3	3	5	6	8	3	6	9	64	
	001	HOOVER MIDDLE	418	Public	Middle School	0	0	0	0	0	0	0	0	118	109	156	0	0	0	0	0	383
	001	HUBERT H HUMPHREY ELEMENTARY	221	Public	Elementary School	0	69	0	90	74	89	78	83	0	0	0	0	0	0	0	0	483
	001	INEZ ELEMENTARY	276	Public	Elementary School	0	45	0	40	60	46	71	47	0	0	0	0	0	0	0	0	309
	001	JACKSON MIDDLE	420	Public	Middle School	0	0	0	0	0	0	0	0	132	122	151	0	0	0	0	0	405
	001	JAMES MONROE MIDDLE	490	Public	Middle School	0	0	0	0	0	0	0	0	246	191	241	0	0	0	0	0	678
	001	JANET KAHN FINE ARTS ACADEMY	258	Public	Elementary School	19	47	0	56	42	45	53	63	0	0	0	0	0	0	0	0	325
	001	JEFFERSON MIDDLE	425	Public	Middle School	0	0	0	0	0	0	0	0	209	208	223	0	0	0	0	0	640
	001	JIMMY CARTER MIDDLE	445	Public	Middle School	0	0	0	0	0	0	0	0	154	167	190	0	0	0	0	0	511
	001	JOHN ADAMS MIDDLE	405	Public	Middle School	0	0	0	0	0	0	0	0	135	156	166	0	0	0	0	0	457
	001	JOHN BAKER ELEMENTARY	217	Public	Elementary School	0	72	0	70	63	68	75	86	0	0	0	0	0	0	0	0	434
	001	KENNEDY MIDDLE	427	Public	Middle School	0	0	0	0	0	0	0	0	107	113	107	0	0	0	0	0	327
	001	KIRTLAND ELEMENTARY	279	Public	Elementary School	81	23	0	21	18	18	15	18	0	0	0	0	0	0	0	0	194
	001	KIT CARSON ELEMENTARY	231	Public	Elementary School	28	61	0	58	60	51	52	54	0	0	0	0	0	0	0	0	364
	001	L.B. JOHNSON MIDDLE	485	Public	Middle School	0	0	0	0	0	0	0	0	184	193	206	0	0	0	0	0	583
	001	LA ACADEMIA DE ESPERANZA	061	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	63	59	61	67	250	
	001	LA CUEVA HIGH	525	Public	High School	0	0	0	0	0	0	0	0	0	0	0	482	454	440	408	1784	
	001	LA LUZ ELEMENTARY	282	Public	Elementary School	23	20	0	25	21	15	9	22	0	0	0	0	0	0	0	0	135
	001	LA MESA ELEMENTARY	285	Public	Elementary School	21	66	0	69	78	63	59	76	0	0	0	0	0	0	0	0	432
	001	LAVALAND ELEMENTARY	288	Public	Elementary School	38	56	0	62	59	71	72	59	0	0	0	0	0	0	0	0	417
	001	LEW WALLACE ELEMENTARY	373	Public	Elementary School	0	32	0	24	27	30	34	39	0	0	0	0	0	0	0	0	186
	001	LONGFELLOW ELEMENTARY	291	Public	Elementary School	0	18	0	26	28	32	34	28	0	0	0	0	0	0	0	0	166
	001	LOS PADILLAS ELEMENTARY	297	Public	Elementary School	15	44	0	27	28	38	38	37	0	0	0	0	0	0	0	0	227
	001	LOS PUENTES CHARTER	017	Charter	High School	0	0	0	0	0	0	0	0	0	1	15	33	26	26	18	119	

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	001	LOS RANCHOS ELEMENTARY	336	Public	Elementary School	18	27	0	42	34	25	41	39	0	0	0	0	0	0	0	226
	001	LOWELL ELEMENTARY	300	Public	Elementary School	1	45	0	32	47	37	46	46	0	0	0	0	0	0	0	254
	001	MACARTHUR ELEMENTARY	303	Public	Elementary School	16	31	0	27	26	31	18	30	0	0	0	0	0	0	0	179
	001	MADISON MIDDLE	435	Public	Middle School	0	0	0	0	0	0	0	0	210	178	199	0	0	0	0	587
	001	MANZANO HIGH	530	Public	High School	16	0	0	0	0	0	0	0	0	0	0	445	333	243	243	1280
	001	MANZANO MESA ELEMENTARY	260	Public	Elementary School	47	65	0	88	96	89	72	82	0	0	0	0	0	0	0	539
	001	MARIE M HUGHES ELEMENTARY	365	Public	Elementary School	0	68	0	51	66	72	73	82	0	0	0	0	0	0	0	412
	001	MARK ARMIJO ACADEMY	039	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	42	69	44	45	200
	001	MARK TWAIN ELEMENTARY	364	Public	Elementary School	74	38	0	30	44	37	39	32	0	0	0	0	0	0	0	294
	001	MARYANN BINFORD ELEMENTARY	250	Public	Elementary School	21	70	0	66	76	73	71	96	0	0	0	0	0	0	0	473
	001	MATHESON PARK ELEMENTARY	305	Public	Elementary School	17	27	0	27	35	31	30	30	0	0	0	0	0	0	0	197
	001	MCCOLLUM ELEMENTARY	307	Public	Elementary School	68	40	0	29	40	42	31	34	0	0	0	0	0	0	0	284
	001	MCKINLEY MIDDLE	440	Public	Middle School	0	0	0	0	0	0	0	0	142	164	165	0	0	0	0	471
	001	MISC PRESCHOOL PROGRAM	992	Off-Site	Prekindergarten	103	0	0	0	0	0	0	0	0	0	0	0	0	0	0	103
	001	MISC PRIVATE	997	Private	Non-Accredited	0	11	0	21	22	34	18	20	19	10	13	10	10	12	8	208
	001	MISSION AVENUE ELEMENTARY	309	Public	Elementary School	19	57	0	58	54	51	63	56	0	0	0	0	0	0	0	358
	001	MITCHELL ELEMENTARY	310	Public	Elementary School	0	38	0	44	42	50	47	44	0	0	0	0	0	0	0	265
	001	MONTE VISTA ELEMENTARY	312	Public	Elementary School	0	69	0	72	77	53	81	70	0	0	0	0	0	0	0	422
	001	MONTESSORI OF THE RIO GRANDE	095	Charter	Elementary School	0	35	0	36	38	37	35	36	0	0	0	0	0	0	0	217
	001	MONTEZUMA ELEMENTARY	315	Public	Elementary School	0	46	0	63	58	52	83	62	0	0	0	0	0	0	0	364
	001	MOUNTAIN MAHOGANY COMMUNITY SCHOOL	098	Charter	Elementary School	0	21	0	23	23	21	23	25	24	36	28	0	0	0	0	224
	001	MOUNTAIN VIEW ELEMENTARY	324	Public	Elementary School	12	26	0	39	31	34	37	31	0	0	0	0	0	0	0	210
	001	NATIVE AMERICAN COMMUNITY ACADEMY	006	Charter	High School	0	21	0	21	17	21	22	21	46	51	44	58	46	45	33	446
	001	NAVAJO ELEMENTARY	327	Public	Elementary School	16	54	0	48	52	64	59	62	0	0	0	0	0	0	0	355
	001	NEW AMERICA SCHOOL	708	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	67	55	54	25	201
	001	NEW FUTURES HIGH SCHOOL	549	Public	High School	0	0	0	0	0	0	0	0	0	1	1	25	13	16	17	73
	001	NEW MEXICO INTERNATIONAL SCHOOL	768	Charter	Elementary School	0	61	0	66	56	63	56	38	22	12	15	0	0	0	0	389
	001	NEX GEN ACADEMY	516	Public	High School	0	0	0	0	0	0	0	0	0	0	0	55	72	46	57	230
	001	NMSVH PRESCHOOL	983	Off-Site	Special Education	44	10	0	0	0	0	0	0	0	0	0	0	0	0	0	54
	001	NORTH STAR ELEMENTARY	268	Public	Elementary School	0	65	0	72	81	105	103	121	0	0	0	0	0	0	0	547
	001	ONATE ELEMENTARY	227	Public	Elementary School	0	43	0	56	50	41	37	38	0	0	0	0	0	0	0	265
	001	OSUNA ELEMENTARY	332	Public	Elementary School	0	67	0	82	74	63	80	70	0	0	0	0	0	0	0	436
	001	PAINTED SKY ELEMENTARY	275	Public	Elementary School	18	105	0	104	85	89	88	108	0	0	0	0	0	0	0	597
	001	PAJARITO ELEMENTARY	333	Public	Elementary School	68	61	0	47	50	39	50	47	0	0	0	0	0	0	0	362
	001	PETROGLYPH ELEMENTARY	317	Public	Elementary School	79	64	0	68	75	59	72	66	0	0	0	0	0	0	0	483
	001	POLK MIDDLE	448	Public	Middle School	0	0	0	0	0	0	0	0	85	92	85	0	0	0	0	262
	001	PUBLIC ACADEMY FOR PERFORMING ARTS	047	Charter	High School	0	0	0	0	0	0	0	0	73	65	70	66	63	55	40	432
	001	REGINALD CHAVEZ ELEMENTARY	330	Public	Elementary School	0	24	0	35	33	36	32	35	0	0	0	0	0	0	0	195
	001	RIO GRANDE HIGH	540	Public	High School	0	0	0	0	0	0	0	0	0	0	0	517	418	260	246	1441
	001	ROBERT F. KENNEDY CHARTER	051	Charter	High School	0	0	0	0	0	0	0	0	18	35	33	115	90	38	46	375
	001	ROOSEVELT MIDDLE	452	Public	Middle School	0	0	0	0	0	0	0	0	126	118	141	0	0	0	0	385
	001	RUDOLFO ANAYA ELEMENTARY	392	Public	Elementary School	45	76	0	97	89	99	92	90	0	0	0	0	0	0	0	588
	001	S. Y. JACKSON ELEMENTARY	360	Public	Elementary School	0	76	0	83	91	75	91	98	0	0	0	0	0	0	0	514
	001	SAN ANTONITO ELEMENTARY	345	Public	Elementary School	0	51	0	48	56	60	64	58	0	0	0	0	0	0	0	337
	001	SANDIA BASE ELEMENTARY	348	Public	Elementary School	0	70	0	68	53	55	62	38	0	0	0	0	0	0	0	346
	001	SANDIA HIGH	550	Public	High School	0	0	0	0	0	0	0	0	0	0	0	523	423	340	379	1665
	001	SCHOOL ON WHEELS HIGH SCHOOL	597	Public	High School	0	0	0	0	0	0	0	0	0	0	0	11	20	21	22	74
	001	SEVEN BAR ELEMENTARY	265	Public	Elementary School	0	71	0	94	66	97	81	80	0	0	0	0	0	0	0	489
	001	SIEMBRA LEADERSHIP HIGH SCHOOL	750	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	95	69	67	56	287
	001	SIERRA VISTA ELEMENTARY	356	Public	Elementary School	32	53	0	73	64	66	64	86	0	0	0	0	0	0	0	438
	001	SOMBRA DEL MONTE ELEMENTARY	357	Public	Elementary School	0	37	0	44	31	47	55	43	0	0	0	0	0	0	0	257
	001	SOUTH VALLEY ACADEMY	025	Charter	High School	0	0	0	0	0	0	0	0	94	93	94	81	87	77	72	598
	001	SUNSET VIEW ELEMENTARY	393	Public	Elementary School	0	64	0	75	79	87	93	84	0	0	0	0	0	0	0	482
	001	SUSIE RAYOS MARMON ELEMENTARY	280	Public	Elementary School	19	93	0	80	105	97	99	86	0	0	0	0	0	0	0	579

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	001	TAFT MIDDLE	455	Public	Middle School	0	0	0	0	0	0	0	0	0	87	99	102	0	0	0	0	288
	001	TAYLOR MIDDLE	457	Public	Middle School	0	0	0	0	0	0	0	0	0	101	108	108	0	0	0	0	317
	001	TECHNOLOGY LEADERSHIP HIGH SCHOOL	753	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	69	79	101	60	309	
	001	THE INTERNATIONAL SCHOOL AT MESA DEL SOL	781	Charter	High School	15	37	0	26	33	35	29	32	30	25	22	20	11	6	6	327	
	001	TIERRA ANTIGUA ELEMENTARY	389	Public	Elementary School	0	116	0	133	122	133	144	160	0	0	0	0	0	0	0	808	
	001	TOMASITA ELEMENTARY	363	Public	Elementary School	0	31	0	35	32	47	50	39	0	0	0	0	0	0	0	234	
	001	TONY HILLERMAN MIDDLE SCHOOL	492	Public	Middle School	0	0	0	0	0	0	0	0	313	333	370	0	0	0	0	1016	
	001	TRANSITION SERVICES	040	Off-Site	Special Education	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	153	164
	001	TRES VOLCANES COMMUNITY COLLABORATIVE SCHOOL	497	Public	Elementary School	0	55	0	78	75	71	87	75	157	157	157	0	0	0	0	912	
	001	TRUMAN MIDDLE	475	Public	Middle School	0	0	0	0	0	0	0	0	204	201	253	0	0	0	0	658	
	001	VALLE VISTA ELEMENTARY	370	Public	Elementary School	95	36	0	44	31	39	46	41	0	0	0	0	0	0	0	332	
	001	VALLEY HIGH	560	Public	High School	0	0	0	0	0	0	0	0	0	0	0	315	291	205	178	989	
	001	VAN BUREN MIDDLE	460	Public	Middle School	0	0	0	0	0	0	0	0	132	119	159	0	0	0	0	410	
	001	VENTANA RANCH ELEMENTARY	264	Public	Elementary School	33	93	0	90	97	114	113	92	0	0	0	0	0	0	0	632	
	001	VISION QUEST ALTERNATIVE MIDDLE	840	Public	Middle School	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2	
	001	VOLCANO VISTA HIGH	575	Public	High School	0	0	0	0	0	0	0	0	0	0	0	609	565	515	480	2169	
	001	VOZ COLLEGIATE PREPARATORY CHARTER SCHOOL	709	Charter	Middle School	0	0	0	0	0	0	0	0	14	37	13	0	0	0	0	64	
	001	WASHINGTON MIDDLE	465	Public	Middle School	0	0	0	0	0	0	0	0	74	98	109	0	0	0	0	281	
	001	WEST MESA HIGH	570	Public	High School	0	0	0	0	0	0	0	0	0	0	0	602	447	302	306	1657	
	001	WHERRY ELEMENTARY	376	Public	Elementary School	11	33	0	53	44	48	42	39	0	0	0	0	0	0	0	270	
	001	WHITTIER ELEMENTARY	379	Public	Elementary School	40	47	0	43	38	37	58	47	0	0	0	0	0	0	0	310	
	001	WILLIAM W & JOSEPHINE DORN CHARTER COMMUNITY SCHOOL	782	Charter	Elementary School	0	8	0	8	10	6	8	9	0	0	0	0	0	0	0	49	
	001	WILSON MIDDLE	470	Public	Middle School	0	0	0	0	0	0	0	0	127	131	142	0	0	0	0	400	
	001	ZIA ELEMENTARY	385	Public	Elementary School	0	46	0	37	43	37	41	31	0	0	0	0	0	0	0	235	
	001	ZUNI ELEMENTARY	388	Public	Elementary School	18	37	0	26	39	41	35	42	0	0	0	0	0	0	0	238	
ALBUQUERQU	Total	181				2119	5182	0	5537	5466	5718	5805	5873	5388	5547	6020	8186	7409	5850	5702	79802	
RIO RANCHO	083	CIELO AZUL ELEMENTARY	021	Public	Elementary School	0	114	0	128	110	108	107	128	0	0	0	0	0	0	0	695	
	083	CLEVELAND HIGH SCHOOL	011	Public	High School	0	0	0	0	0	0	0	0	0	0	0	725	699	610	536	2570	
	083	COLINAS DEL NORTE ELEMENTARY	050	Public	Elementary School	0	86	0	95	86	108	95	113	0	0	0	0	0	0	0	583	
	083	EAGLE RIDGE MIDDLE	001	Public	Middle School	0	0	0	0	0	0	0	0	281	261	286	0	0	0	0	828	
	083	ENCHANTED HILLS ELEMENTARY	100	Public	Elementary School	0	101	0	123	106	126	126	134	0	0	0	0	0	0	0	716	
	083	ERNEST STAPLETON ELEMENTARY	372	Public	Elementary School	0	125	0	148	145	134	141	134	0	0	0	0	0	0	0	827	
	083	INDEPENDENCE HIGH SCHOOL	013	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	1	60	148	209	
	083	JOE HARRIS ELEMENTARY	025	Public	Elementary School	0	83	0	95	87	89	82	80	0	0	0	0	0	0	0	516	
	083	LINCOLN MIDDLE	481	Public	Middle School	0	0	0	0	0	0	0	0	266	289	276	0	0	0	0	831	
	083	MAGGIE CORDOVA ELEMENTARY SCHOOL	012	Public	Elementary School	0	130	0	126	92	124	105	97	0	0	0	0	0	0	0	674	
	083	MARTIN KING JR ELEMENTARY	375	Public	Elementary School	0	79	0	87	119	107	127	114	0	0	0	0	0	0	0	633	
	083	MISC PRIVATE	997	Private	Non-Accredited	2	4	0	2	5	6	6	11	6	3	1	4	0	4	3	57	
	083	MOUNTAIN VIEW MIDDLE	105	Public	Middle School	0	0	0	0	0	0	0	0	306	294	331	0	0	0	0	931	
	083	PUESTA DEL SOL ELEMENTARY	319	Public	Elementary School	0	78	0	108	107	108	97	104	0	0	0	0	0	0	0	602	
	083	RIO RANCHO CYBER ACADEMY	018	Public	High School	0	0	0	0	0	0	0	0	19	24	31	21	28	35	34	192	
	083	RIO RANCHO DIST OFFICE	000	Central	Central Office	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
	083	RIO RANCHO ELEMENTARY	340	Public	Elementary School	0	79	0	101	85	90	86	102	0	0	0	0	0	0	0	543	
	083	RIO RANCHO HIGH	006	Public	High School	0	0	0	0	0	0	0	0	0	0	0	718	615	619	560	2512	
	083	RIO RANCHO MIDDLE SCHOOL	016	Public	Middle School	0	0	0	0	0	0	0	0	388	397	367	0	0	0	0	1152	
	083	SANDIA VISTA ELEMENTARY	020	Public	Elementary School	9	104	0	124	112	119	119	116	0	0	0	0	0	0	0	703	
	083	SHINING STARS PRESCHOOL	017	Public	Special Education	666	0	0	0	0	0	0	0	0	0	0	0	0	0	0	666	
	083	SPARRK ONLINE ACADEMY	110	Public	Elementary School	0	5	0	10	12	20	19	20	0	0	0	0	0	0	0	86	
	083	VISTA GRANDE ELEMENTARY	015	Public	Elementary School	0	90	0	131	131	121	142	172	0	0	0	0	0	0	0	787	
RIO RANCHO	Total	23				677	1078	0	1279	1197	1260	1252	1325	1266	1268	1292	1468	1343	1328	1281	17314	
Grand Total		204				2796	6260	0	6816	6663	6978	7057	7198	6654	6815	7312	9654	8752	7178	6983	97116	



CITY OF RIO RANCHO  
ORDINANCE

ORDINANCE NO. 16

ENACTMENT NO. 23-19

1 **ORDINANCE AMENDING ORDINANCE NO. 28, ENACTMENT NO. 22-29 RELATING**  
2 **TO THE ISSUANCE AND SALE OF CITY OF RIO RANCHO, NEW MEXICO TAXABLE**  
3 **INDUSTRIAL REVENUE BONDS (ATRISCO ENERGY STORAGE LLC PROJECT), IN**  
4 **A MAXIMUM PRINCIPAL AMOUNT OF UP TO \$420,000,000, FOR THE PURPOSE OF**  
5 **APPROVING ALLOCATION OF THE ANNUAL PAYMENTS IN LIEU OF TAXES TO**  
6 **RIO RANCHO PUBLIC SCHOOLS AND ALBUQUERQUE PUBLIC SCHOOLS IN**  
7 **CONFORMITY WITH THE REQUIREMENTS OF SECTION 3-32-6 NMSA 1978;**  
8 **AUTHORIZING EXECUTION AND DELIVERY OF THE BONDS WITH UPDATED**  
9 **SERIES DESIGNATION TO REFLECT THE DATE OF ISSUANCE AND DELIVERY;**  
10 **RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL**  
11 **ACTIONS INCONSISTENT WITH THIS ORDINANCE**

12  
13 **WHEREAS:** the City of Rio Rancho (the “City”) is a legally and regularly created,  
14 established, organized and existing municipality under the general laws of  
15 the State of New Mexico (the “State”); and  
16

17 **WHEREAS:** pursuant to the proposal of Atrisco Energy Storage LLC (the “Company”),  
18 on December 15, 2022, the Governing Body of the City (the “Governing  
19 Body”) adopted Ordinance No. O28, Enactment No. 22-29 (“Ordinance  
20 No. O28”), authorizing the issuance of Taxable Industrial Revenue Bonds  
21 (Atrisco Energy Storage LLC Project), Series 2022 (the “Bonds”) for the  
22 purpose of acquiring solar energy storage equipment and facilities to be  
23 located within the corporate boundaries of the City, to be used by the  
24 Company for the storage of electrical energy (the “Project”); and  
25

26 **WHEREAS:** the form of lease agreement presented to the Governing Body in  
27 connection with its consideration and adoption of Ordinance No. O28  
28 included payments in lieu of taxes (“PILOT”) to each of the City, Rio  
29 Rancho Public Schools (“RRPS”) and Albuquerque Public Schools  
30 (“APS”) allocated according to the requirements of Section 3-32-6 NMSA  
31 1978 in effect at that time, which provided for allocation of equal shares of  
32 the portion of the PILOT payable to school districts to RRPS and APS;  
33 and  
34

35 **WHEREAS:** Section 3-32-6 NMSA 1978 was amended by the Legislature of the State,  
36 effective on April 5, 2023, to provide for that the PILOT payable to the  
37 school districts within the boundaries of the municipality is to be allocated  
38 as follows: fifty percent (50%) is to be allocated equally among all school  
39 districts in which the project is to be located; forty percent (40%) is to be  
40 allocated to each school district in proportion to the area of each school  
41 district within the municipality; and ten percent (10%) allocated to the  
42 school districts in proportion to each school district’s student membership  
43 pursuant to the Public School Code reported on the second and third  
44 reporting dates for the most recent school year for which data is available

1 as of the date of issuance of the bonds; and

2  
3 **WHEREAS:** the Governing Body has determined that it is necessary to approve PILOT  
4 allocations to RRPS and APS which are consistent with Section 3-32-6  
5 NMSA 1978, as amended; and

6  
7 **WHEREAS:** the Governing Body has determined that it is appropriate and advisable to  
8 authorize the Mayor of the City to execute and deliver the Bonds with a  
9 series designation that corresponds to the year in which the Bonds are  
10 executed and delivered; and

11  
12 **WHEREAS:** the Governing Body intends that, except as expressly provided in this  
13 Amendatory Ordinance, all provisions of Ordinance O28 shall remain  
14 effective; and

15  
16 **WHEREAS:** there has been published in Rio Rancho Observer, a newspaper of  
17 general circulation in the City, public notice of the City Council's intention  
18 to adopt this Amendatory Ordinance, which notice was published at least  
19 fourteen (14) days prior to final action upon this Bond Ordinance.

20  
21 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
22 **RIO RANCHO:**

23  
24 **Section 1. Ratification.** All actions not inconsistent with the provisions of this  
25 Amendatory Ordinance previously taken by the City Council and the officials of the City  
26 directed toward approval of the issuance and sale of the Bonds be approved and the  
27 same hereby are ratified, approved and confirmed.

28  
29 **Section 2. Amendment of Approval of Form of Lease Agreement.** The form of  
30 Lease Agreement approved in Ordinance O28 is hereby amended to delete the PILOT  
31 payment schedule attached as Exhibit D thereto, and to substitute in its place the PILOT  
32 payment schedule (Storage PILOT Payments Schedule) presented to the Governing  
33 Body in connection with its consideration of this Amendatory Ordinance.

34  
35 **Section 3. Delegation of Authority to Execute and Deliver Bonds with Updated**  
36 **Series Designation.** The Mayor is hereby authorized to execute and deliver the Bonds  
37 with a series designation that corresponds to the year in which execution and delivery of  
38 the Bonds occurs.

39  
40 **Section 4. Ordinance No. O28 Otherwise not Amended.** Except as expressly  
41 provided herein, all other provisions of Ordinance No. O28 shall remain effective.

42  
43 **Section 5. Recording; Authentication; Publication; Effective Date.** This Ordinance,  
44 immediately upon its final passage and approval, shall be authenticated by the signature  
45 of the Mayor, and by the signature of the City Clerk or any Deputy City Clerk, and shall  
46 be recorded in the Ordinance book of the City, kept for that purpose, and shall be in full  
47 force and in effect ten days after adoption, and notice of adoption thereof shall be  
48 published once in a newspaper which maintains an office in, and is of general circulation  
49 in the City.

ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)

**EXHIBIT D**

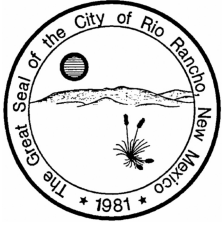
**PILOT PAYMENTS  
STORAGE PILOT PAYMENTS**

<b>Year</b>	<b>Total PILOT</b>	<b>City Portion</b>	<b>Percent Payable to School Districts</b>	<b>APS</b>	<b>RRPS</b>
1	\$49,411.76	\$34,742.50	\$14,669.26	\$9,423.79	\$5,245.47
2	\$469,411.76	\$330,053.79	\$139,357.97	\$89,526.04	\$49,831.93
3	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
4	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
5	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
6	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
7	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
8	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
9	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
10	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
11	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
12	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
13	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
14	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
15	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
16	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
17	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
18	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
19	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
20	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40

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21	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
22	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
23	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
24	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
25	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
26	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
27	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
28	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
29	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40
30	\$518,823.53	\$364,796.30	\$154,027.23	\$98,949.83	\$55,077.40

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## CITY OF RIO RANCHO COVER PAGE

**Legislation Item: O17**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Administration

**SUBJECT:**  
O17, Ordinance Amending Ordinance No. 29, Enactment No. 22-230 Relating to the Issuance and Sale of City of Rio Rancho, New Mexico Taxable Industrial Revenue Bonds (Atrisco Energy Solar LLC Project), In a Maximum Principal Amount of up to \$430,000,000, for the Purpose of Approving Allocation of the Annual Payments In Lieu Of Taxes (PILOT) to Rio Rancho Public Schools (RRPS) and Albuquerque Public Schools (APS) in Conformity with the Requirements of Section 3-32-6 NMSA 1978; Authorizing Execution and Delivery of the Bonds with Updated Series Designation to Reflect the Date of Issuance and Delivery; Ratifying Certain Actions Taken Previously; and Repealing All Actions Inconsistent with this Ordinance

**BACKGROUND AND ANALYSIS:**

This is the second reading of the Ordinance. The Governing Body approved the first reading at their September 28, 2023 meeting.

During the 2023 New Mexico Legislative Session, Section 3-32-6 of the IRB Act was amended to modify the formula for distributions of PILOT to school districts. Previously, this section stated that the annual PILOT required for electricity generation or transmission facilities “shall be shared among the school districts located within the municipality, equally if there is more than one school district in such municipality.”

The 2023 amendment to Subsection A, Subparagraph A(2)(c) reads:

“the in-lieu payment shall be allocated as follows: 1) fifty percent allocated equally among all school districts in which the project is located; 2) forty percent allocated to the school districts within the municipality in proportion to the area of each school district within the municipality; and 3) ten percent allocated to the school districts in proportion to the average of each school district’s student membership pursuant to the Public School Code reported on the second and third reporting dates for the most recent school year for which data is available as of the date of issuance of the bonds”

The Governing Body approved R-104 22-101, an IRB Inducement Resolution for Atrisco Solar LLC Project and Atrisco Energy Storage LLC Project on October 27, 2022, and adopted the original IRB Ordinances (O-28 22-29 and O-29 22-30) on December 15, 2022. Because the issued bonds have not closed, the PILOT distributions for Rio Rancho Public Schools and Albuquerque Public schools must be consistent with the modified formula in Section 3-32-6 NMSA 1978, as amended.

The attached exhibits detail the calculations of the modified formula (Exhibit I) based on GIS data with RRPS boundary information via the RRPS web map (August 2023) and APS boundary information via cabq.gov (August 2023) (Exhibit II and III), and enrollment data from the New Mexico Public Education Department (Exhibit IV). Under the modified formula, APS will receive

64.24% and RRPS will receive 35.76% of the annual PILOT, compared to the previous 50%/50% distribution formula.

Legal notification of the second reading of the Ordinance was published on October 5, 2023 edition of the Albuquerque Journal.

**IMPACT:**

Approval of this amendatory Ordinance will bring the PILOT distribution formula into compliance with Section 3-32-6 NMSA 1978.

**ALTERNATIVES:**

Approve the Ordinance.

Do not approve the Ordinance.

**DEPARTMENT RECOMMENDATION:**

City staff recommends approval of the Ordinance.

ATTACHMENT: [Ordinance](#)

ATTACHMENT: [Exhibit I - Atrisco Solar PILOT Distribution Calculation](#)

ATTACHMENT: [Exhibit II - RRPS APS and Solar Location](#)

ATTACHMENT: [Exhibit III - RRPS and APS Boundary Percentages](#)

ATTACHMENT: [Exhibit IV - APS-RRPS Enrollment Reports](#)

ATTACHMENT: [O17 - Signed](#)



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO.**

**ENACTMENT NO.**

1 **ORDINANCE AMENDING ORDINANCE NO. 29, ENACTMENT NO. 22-30 RELATING**  
2 **TO THE ISSUANCE AND SALE OF CITY OF RIO RANCHO, NEW MEXICO TAXABLE**  
3 **INDUSTRIAL REVENUE BONDS (ATRISCO ENERGY SOLAR LLC PROJECT), IN A**  
4 **MAXIMUM PRINCIPAL AMOUNT OF UP TO \$430,000,000, FOR THE PURPOSE OF**  
5 **APPROVING ALLOCATION OF THE ANNUAL PAYMENTS IN LIEU OF TAXES TO**  
6 **RIO RANCHO PUBLIC SCHOOLS AND ALBUQUERQUE PUBLIC SCHOOLS IN**  
7 **CONFORMITY WITH THE REQUIREMENTS OF SECTION 3-32-6 NMSA 1978;**  
8 **AUTHORIZING EXECUTION AND DELIVERY OF THE BONDS WITH UPDATED**  
9 **SERIES DESIGNATION TO REFLECT THE DATE OF ISSUANCE AND DELIVERY;**  
10 **RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL**  
11 **ACTIONS INCONSISTENT WITH THIS ORDINANCE**

12  
13 **WHEREAS:** the City of Rio Rancho (the “City”) is a legally and regularly created,  
14 established, organized and existing municipality under the general laws of  
15 the State of New Mexico (the “State”); and  
16

17 **WHEREAS:** pursuant to the proposal of Atrisco Storage LLC (the “Company”), on  
18 December 15, 2022, the Governing Body of the City (the “Governing Body”)  
19 adopted Ordinance No. O29, Enactment No. 22-30 (“Ordinance No. O29”),  
20 authorizing the issuance of Taxable Industrial Revenue Bonds (Atrisco  
21 Energy Solar LLC Project), Series 2022 (the “Bonds”) for the purpose of  
22 acquiring solar energy power generation equipment and facilities to be  
23 located within the corporate boundaries of the City, to be used by the  
24 Company for the generation of electrical energy (the “Project”); and  
25

26 **WHEREAS:** the form of lease agreement presented to the Governing Body in  
27 connection with its consideration and adoption of Ordinance No. O29  
28 included payments in lieu of taxes (“PILOT”) to each of the City, Rio  
29 Rancho Public Schools (“RRPS”) and Albuquerque Public Schools  
30 (“APS”) allocated according to the requirements of Section 3-32-6 NMSA  
31 1978 in effect at that time, which provided for allocation of equal shares of  
32 the portion of the PILOT payable to school districts to RRPS and APS;  
33 and  
34

35 **WHEREAS:** Section 3-32-6 NMSA 1978 was amended by the Legislature of the State,  
36 effective on April 5, 2023, to provide for that the PILOT payable to the school  
37 districts within the boundaries of the municipality is to be allocated as  
38 follows: fifty percent (50%) is to be allocated equally among all school  
39 districts in which the project is to be located; forty percent (40%) is to be  
40 allocated to each school district in proportion to the area of each school  
41 district within the municipality; and ten percent (10%) allocated to the school  
42 districts in proportion to each school district’s student membership pursuant  
43 to the Public School Code reported on the second and third reporting dates  
44 for the most recent school year for which data is available as of the date of

1 issuance of the bonds; and

2  
3 **WHEREAS:** the Governing Body has determined that it is necessary to approve PILOT  
4 allocations to RRPS and APS which are consistent with Section 3-32-6  
5 NMSA 1978, as amended; and

6  
7 **WHEREAS:** the Governing Body has determined that it is appropriate and advisable to  
8 authorize the Mayor of the City to execute and deliver the Bonds with a  
9 series designation that corresponds to the year in which the Bonds are  
10 executed and delivered; and

11  
12 **WHEREAS:** the Governing Body intends that, except as expressly provided in this  
13 Amendatory Ordinance, all provisions of Ordinance O29 shall remain  
14 effective; and

15  
16 **WHEREAS:** there has been published in Rio Rancho Observer, a newspaper of general  
17 circulation in the City, public notice of the City Council's intention to adopt  
18 this Amendatory Ordinance, which notice was published at least fourteen  
19 (14) days prior to final action upon this Bond Ordinance.

20  
21 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
22 **RIO RANCHO:**

23  
24 **Section 1. Ratification.** All actions not inconsistent with the provisions of this  
25 Amendatory Ordinance previously taken by the City Council and the officials of the City  
26 directed toward approval of the issuance and sale of the Bonds be approved and the  
27 same hereby are ratified, approved and confirmed.

28  
29 **Section 2. Amendment of Approval of Form of Lease Agreement.** The form of  
30 Lease Agreement approved in Ordinance O29 is hereby amended to delete the PILOT  
31 payment schedule attached as Exhibit D thereto, and to substitute in its place the PILOT  
32 payment schedule (Solar PILOT Payments Schedule) presented to the Governing Body  
33 in connection with its consideration of this Amendatory Ordinance.

34  
35 **Section 3. Delegation of Authority to Execute and Deliver Bonds with Updated**  
36 **Series Designation.** The Mayor is hereby authorized to execute and deliver the Bonds  
37 with a series designation that corresponds to the year in which execution and delivery of  
38 the Bonds occurs.

39  
40 **Section 4. Ordinance No. O29 Otherwise not Amended.** Except as expressly  
41 provided herein, all other provisions of Ordinance No. O29 shall remain effective.

42  
43 **Section 5. Recording; Authentication; Publication; Effective Date.** This Ordinance,  
44 immediately upon its final passage and approval, shall be authenticated by the signature  
45 of the Mayor, and by the signature of the City Clerk or any Deputy City Clerk, and shall  
46 be recorded in the Ordinance book of the City, kept for that purpose, and shall be in full  
47 force and in effect ten days after adoption, and notice of adoption thereof shall be  
48 published once in a newspaper which maintains an office in, and is of general circulation  
49 in the City.

1 ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)

1

**EXHIBIT D**

2

## SOLAR PILOT PAYMENTS

Year	Total PILOT	City Portion	Percent Payable to School Districts	APS	RRPS
1	\$50,588.24	\$35,569.71	\$15,018.53	\$ 9,648.17	\$ 5,370.36
2	\$480,588.24	\$337,912.22	\$142,676.02	\$ 91,657.61	\$ 51,018.41
3	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
4	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
5	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
6	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
7	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
8	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
9	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
10	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
11	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
12	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
13	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
14	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
15	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
16	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
17	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
18	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
19	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
20	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
21	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
22	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77

23	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
24	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
25	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
26	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
27	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
28	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
29	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77
30	\$531,176.47	373,481.93	\$157,694.54	\$ 101,305.78	\$ 56,388.77

1

**Atrisco Solar Proposed PILOT Schedule - Combined**

Assessed Value:	\$ 850,000,000.00
MW:	300
	PILOT-% Payable to Schools
Average/MW	\$ 3,383.33
	29.6878%
	PILOT-% Split between School Districts
	64.24%
	35.76%

Year	PILOT	\$ Payable to Schools	APS	RRPS	Net to City of Rio Rancho
1	\$ 100,000.00	\$ 29,687.79	\$ 19,071.96	\$ 10,615.83	\$ 70,312.21
2	\$ 950,000.00	\$ 282,033.99	\$ 181,183.64	\$ 100,850.34	\$ 667,966.01
3	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
4	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
5	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
6	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
7	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
8	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
9	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
10	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
11	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
12	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
13	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
14	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
15	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
16	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
17	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
18	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
19	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
20	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
21	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
22	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
23	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
24	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
25	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
26	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
27	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
28	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
29	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
30	\$ 1,050,000.00	\$ 311,721.77	\$ 200,255.61	\$ 111,466.17	\$ 738,278.23
Sum	\$ 30,450,000.00	\$ 9,039,931.47	\$ 5,807,412.57	\$ 3,232,518.90	\$ 21,410,068.53
Validate	\$ 30,450,000.00	\$ 9,039,931.47	\$ 5,807,412.57	\$ 3,232,518.90	\$ 21,410,068.53

**Atrisco Solar Proposed PILOT Schedule - Storage**

Assessed Value:	\$ 420,000,000.00
	PILOT-% Split between School Districts
	64.24%
	35.76%

Yr.	PILOT	\$ Payable to Schools	APS	RRPS	Net to City of Rio Rancho
1	\$ 49,411.76	\$ 14,669.26	\$ 9,423.79	\$ 5,245.47	\$ 34,742.50
2	\$ 469,411.76	\$ 139,357.97	\$ 89,526.04	\$ 49,831.93	\$ 330,053.79
3	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
4	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
5	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
6	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
7	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
8	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
9	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
10	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
11	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
12	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
13	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
14	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
15	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
16	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
17	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
18	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
19	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
20	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
21	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
22	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
23	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
24	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
25	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
26	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
27	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
28	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
29	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
30	\$ 518,823.53	\$ 154,027.23	\$ 98,949.83	\$ 55,077.40	\$ 364,796.30
Sum	\$ 15,045,882.35	\$ 4,466,789.67	\$ 2,869,545.03	\$ 1,597,244.63	\$ 10,579,092.69
Validate	\$ 15,045,882.35	\$ 4,466,789.67	\$ 2,869,545.03	\$ 1,597,244.63	\$ 10,579,092.69

**Atrisco Solar Proposed PILOT Schedule - Solar**

Assessed Value:	\$ 430,000,000.00
	PILOT-% Split between School Districts
	64.24%
	35.76%

Yr.	PILOT	\$ Payable to Schools	APS	RRPS	Net to City of Rio Rancho
1	\$ 50,588.24	\$ 15,018.53	\$ 9,648.17	\$ 5,370.36	\$ 35,569.71
2	\$ 480,588.24	\$ 142,676.02	\$ 91,657.61	\$ 51,018.41	\$ 337,912.22
3	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
4	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
5	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
6	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
7	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
8	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
9	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
10	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
11	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
12	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
13	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
14	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
15	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
16	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
17	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
18	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
19	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
20	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
21	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
22	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
23	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
24	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
25	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
26	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
27	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
28	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
29	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
30	\$ 531,176.47	\$ 157,694.54	\$ 101,305.78	\$ 56,388.77	\$ 373,481.93
Sum	\$ 15,404,117.65	\$ 4,573,141.80	\$ 2,286,570.90	\$ 1,286,570.90	\$ 10,830,975.85
Validate	\$ 15,404,117.65	\$ 4,573,141.80	\$ 2,286,570.90	\$ 1,286,570.90	\$ 10,830,975.85

**PILOT Allocation as defined in Section 3-32-6 NMSA 1978**

**Criteria**

**(c) 1)** "1) fifty percent allocated equally among all school districts in which the project is located;"

See Exhibit II - RRPS APS and Solar Location

That overlays the City's boundaries to the respective school districts service area

APS	50%
RRPS	0%

**(c) 2)** "2) forty percent allocated to the school districts within the municipality in proportion to the area of each school district within the municipality;"

See Exhibit III - RRPS and APS Boundary Percentages

Shows the service areas with respect to the City's limits.

	<u>Acres</u>	<u>% of Area</u>		
RRPS	56,362.10	84.95%	34.0%	of the PILOT for Schools Districts
APS	9,984.76	15.05%	6.0%	of the PILOT for Schools Districts
CoRR	66,346.87			

**(c) 3)** "and 3) ten percent allocated to the school districts in proportion to the average of each school district's student membership pursuant to the Public School Code [Chapter 22 NMSA 1978, except Article 5A] reported on the second and third reporting dates for the most recent school year for which data is available as of the date of

10%

<u>District</u>	<u>Date</u>	<u>Total</u>	<u>Average</u>	<u>RRPS Proportion</u>	<u>APS Proportion</u>
RRPS	22-Dec	17,276			
RRPS	23-Mar	17,314	17,295	17.78%	
APS	22-Dec	80,157			
APS	23-Mar	79,802	79,980		82.22%
			97,275	1.78%	8.22%

\* See Exhibits IV and V (Enrollment data provided by NM Public Education Department on Aug 4, 2023).

**Total Allocation:**

APS	64.24%
RRPS	35.76%

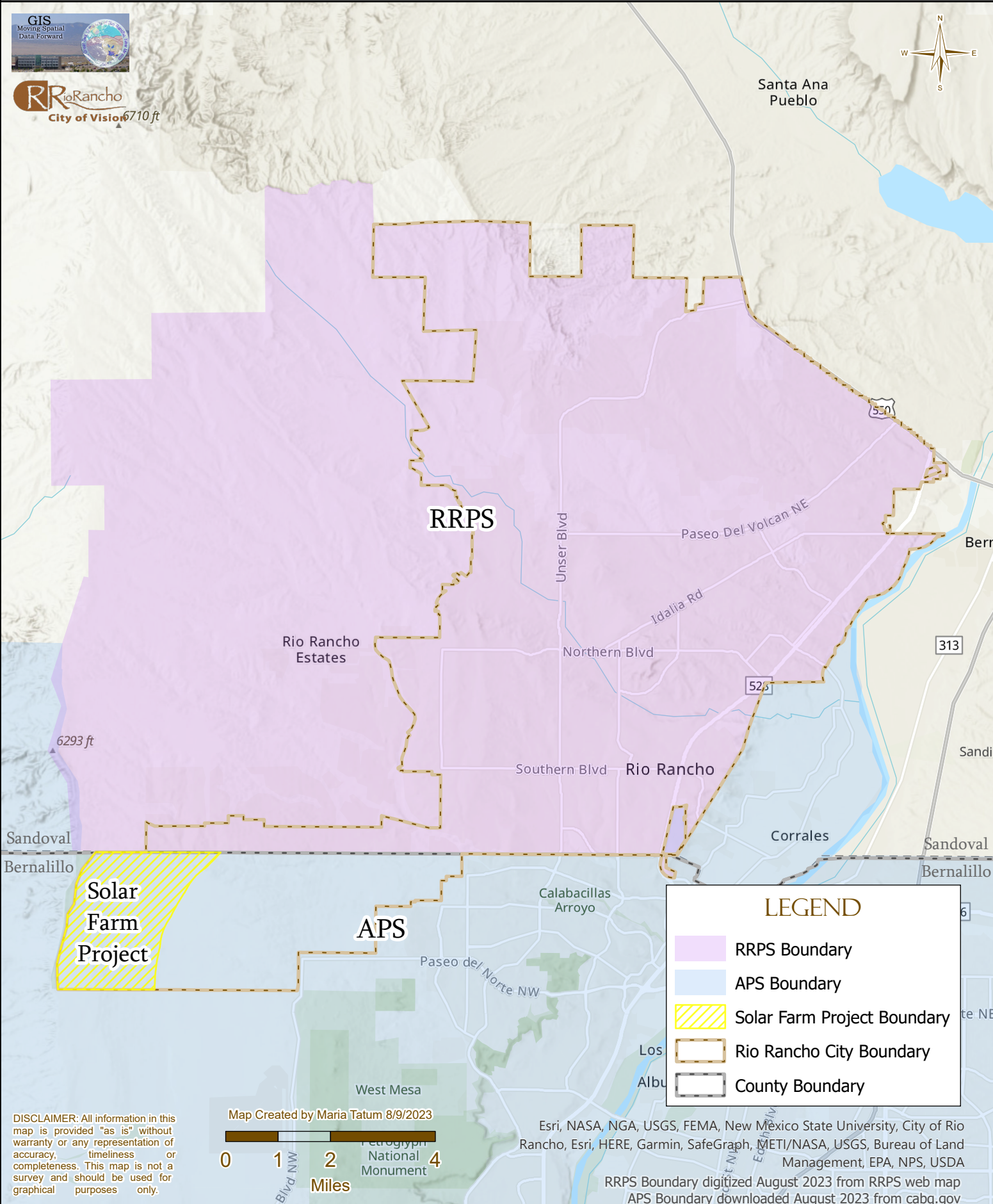
**PILOT % Attributable to School Districts**

TY2022

	MUNICIPALITY:	Sandoval County	Sandoval County	Bernalillo County	
	TAXABLE VALUE:	Rio Rancho	Rio Rancho	Rio Rancho	
	CATEGORY:	2,153,487,919	388,524,962	9,051,534	
		94 IN R	94 IN NR	R1-A NR	
<b>State Debt Service</b>		1.360	1.360	1.360	The relevant portion of the IRB statute setting out the requirements for School District PILOT, Section 3-32-6(A)(2) is as follows:
<b>Total State</b>		1.360	1.360	1.360	
<b>County Operational</b>		6.089	10.350	10.750	
<b>County Debt Service</b>		0.606	0.606	1.264	A municipality shall not acquire any electricity generation or transmission facility project unless the school districts within the municipality in which the project is located receive annual in-lieu tax payments; provided that the annual in-lieu tax payments required by this paragraph shall be:
<b>Bern. County Judgement (A) (4)</b>				0.200	(a) payable to the school districts for the period the municipality owns and leases the project;
<b>Bern. County Debt Service (4)</b>				0.006	(b) in an aggregate amount equal to the amount received by the municipality multiplied by the percentage [School District PILOT Percentage] determined by dividing the average of the operating, capital improvement and bond mills imposed by the school districts in the municipality [Average School District Mill Levy] and state debt service mills [State Debt Service Mill Levy] as of the date of issuance of the bonds [together, the Numerator] by the average of the mills imposed by all entities levying taxes on property in the municipality [Average Total Mill Levy as the Denominator] as of such date;
<b>Total County</b>		6.695	10.956	12.220	(c) shared among the school districts located within the municipality equally; and
<b>Municipal Operational</b>		7.004	7.650	7.650	(d) not be less than the amount due to the school districts in the tax year immediately preceding the issuance of the bonds from the property included in a project, had such project not been created;
<b>Municipal Debt Service</b>		2.772	2.772	2.772	
<b>Total Municipal</b>		9.776	10.422	10.422	
<b>School District Operational</b>		0.254	0.477	0.500	
<b>School District Debt Service</b>		8.543	8.543	4.480	
<b>School Dist. Cap. Improvement</b>		1.908	1.908	2.000	
<b>HB 33 School Building</b>		0.000	0.000	4.344	
<b>School Dist. Educ. Tech. Debt Service</b>		0.000	0.000	0.000	
<b>Total School District</b>		10.705	10.928	11.324	
<b>Total State, County, Municipal, &amp; School District</b>		28.536	33.666	35.326	
<b>Other:</b>					
<b>Contracting Hospitals</b>		1.893	1.893	6.400	
<b>Central NM Comm College (1)</b>		2.790	3.000	3.000	
<b>Central NM Comm. College Debt</b>		1.000	1.000	1.000	
<b>Total Other</b>		5.683	5.893	10.400	
<b>SUB-TOTAL</b>		<b>34.219</b>	<b>39.559</b>	<b>45.726</b>	
				<b>39.835</b>	
					<b>Average Total Mill Levy in Municipality as the Denominator</b>
					<b>School District PILOT Percentage (Total Numerator/Total Denominator)</b>
					30.9923%
SSCAFCA/AMAFCA		2.025	2.074	1.152	
AMAFCA					
<b>Grand Total - with Flood Control</b>		<b>36.244</b>	<b>41.633</b>	<b>46.878</b>	
				<b>41.585</b>	
					<b>Average Total Mill Levy in Municipality as the Denominator</b>
					<b>School District PILOT Percentage (Total Numerator/Total Denominator)</b>
					29.6878%

Average School District Mill Levies	10.986	
(+) State Debt Service Levy (1.360)	12.346	(a) = numerator
Average Total Mill Levies	41.585	(b) = denominator
School District PILOT Percentage (a / b)	29.6878%	
Number of School Districts In City	2	

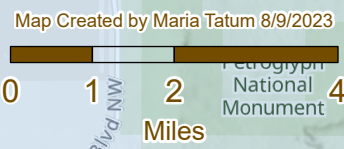
# RRPS, APS, AND SOLAR FARM BOUNDARIES



**LEGEND**

- RRPS Boundary
- APS Boundary
- Solar Farm Project Boundary
- Rio Rancho City Boundary
- County Boundary

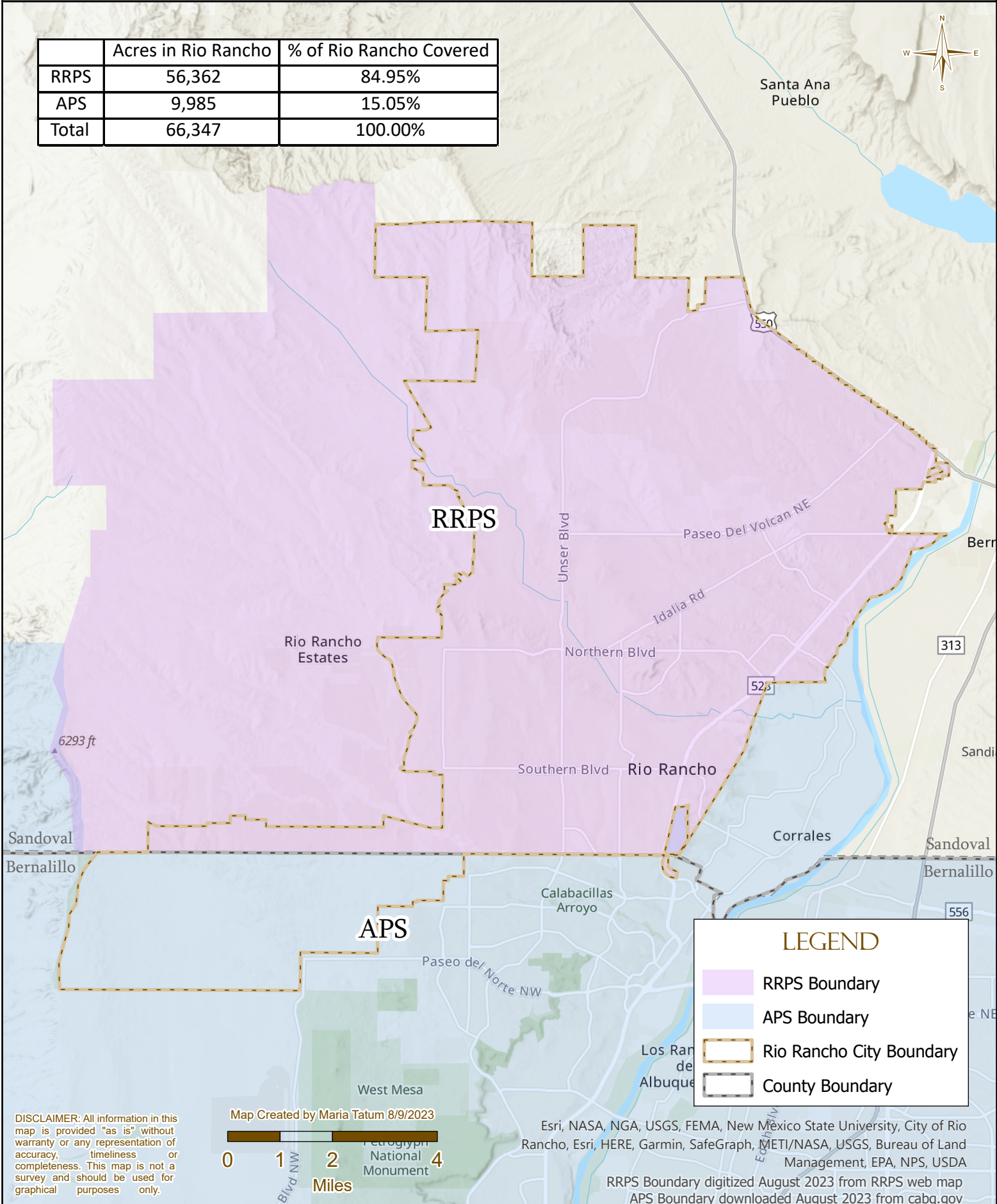
**DISCLAIMER:** All information in this map is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. This map is not a survey and should be used for graphical purposes only.



Esri, NASA, NGA, USGS, FEMA, New Mexico State University, City of Rio Rancho, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

RRPS Boundary digitized August 2023 from RRPS web map  
 APS Boundary downloaded August 2023 from cabq.gov

	Acres in Rio Rancho	% of Rio Rancho Covered
RRPS	56,362	84.95%
APS	9,985	15.05%
Total	66,347	100.00%



**LEGEND**

- RRPS Boundary
- APS Boundary
- Rio Rancho City Boundary
- County Boundary

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

Map Created by Maria Tatum 8/9/2023

0 1 2 4  
Miles

Esri, NASA, NGA, USGS, FEMA, New Mexico State University, City of Rio Rancho, Esri, HERE, Garmin, SafeGraph, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USDA

RRPS Boundary digitized August 2023 from RRPS web map  
 APS Boundary downloaded August 2023 from cabq.gov

### Enrollment by District by School

School Year: 2022-2023

Snapshot Date: 2022-12-15 - 80D



DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT
ALBUQUERQUE	001	A. MONTOYA ELEMENTARY	321	Public	Elementary School	30	51	0	64	52	72	70	74	0	0	0	0	0	0	0	413
	001	ABQ CHARTER ACADEMY	090	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	54	102	123	78	357
	001	ACE LEADERSHIP HIGH SCHOOL	749	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	77	69	63	26	235
	001	ADOBE ACRES ELEMENTARY	206	Public	Elementary School	15	55	0	47	49	52	41	50	0	0	0	0	0	0	0	309
	001	ALAMEDA ELEMENTARY	207	Public	Elementary School	39	36	0	34	24	38	32	34	0	0	0	0	0	0	0	237
	001	ALAMOSA ELEMENTARY	210	Public	Elementary School	15	46	0	57	56	65	58	77	0	0	0	0	0	0	0	374
	001	ALBUQUERQUE HIGH	590	Public	High School	0	0	0	0	0	0	0	0	0	0	0	611	442	327	324	1704
	001	ALBUQUERQUE TALENT DEVELOPMENT CHARTER	016	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	43	49	30	19	141
	001	ALICE KING COMMUNITY SCHOOL	116	Charter	Elementary School	0	51	0	50	53	52	62	48	52	37	45	0	0	0	0	450
	001	ALVARADO ELEMENTARY	213	Public	Elementary School	19	44	0	51	33	49	52	37	0	0	0	0	0	0	0	285
	001	APACHE ELEMENTARY	214	Public	Elementary School	13	41	0	43	57	48	47	39	0	0	0	0	0	0	0	288
	001	ARMIJO ELEMENTARY	215	Public	Elementary School	15	48	0	33	39	39	41	36	0	0	0	0	0	0	0	251
	001	ARROYO DEL OSO ELEMENTARY	329	Public	Elementary School	0	49	0	49	48	53	50	49	0	0	0	0	0	0	0	298
	001	ATRISCO ELEMENTARY	216	Public	Elementary School	15	32	0	34	35	36	49	46	0	0	0	0	0	0	0	247
	001	ATRISCO HERITAGE ACADEMY HS	576	Public	High School	0	0	0	0	0	0	0	0	0	0	0	705	606	375	401	2087
	001	BANDELIER ELEMENTARY	222	Public	Elementary School	0	65	0	70	74	66	81	93	0	0	0	0	0	0	0	449
	001	BARCELONA ELEMENTARY	225	Public	Elementary School	15	40	0	41	38	39	41	37	0	0	0	0	0	0	0	251
	001	BEL-AIR ELEMENTARY	228	Public	Elementary School	15	35	0	41	37	39	37	48	0	0	0	0	0	0	0	252
	001	BELLEHAVEN ELEMENTARY	229	Public	Elementary School	20	30	0	32	35	35	41	41	0	0	0	0	0	0	0	234
	001	BERNALILLO COUNTY JUVENILE DETENTION	048	Off-Site	High School	0	0	0	0	0	0	0	0	0	1	1	17	4	2	2	27
	001	CARLOS REY ELEMENTARY	339	Public	Elementary School	35	75	0	79	81	75	82	95	0	0	0	0	0	0	0	522
	001	CHAMIZA ELEMENTARY	295	Public	Elementary School	0	42	0	56	42	52	54	50	0	0	0	0	0	0	0	296
	001	CHAPARRAL ELEMENTARY	234	Public	Elementary School	70	75	0	70	68	77	81	91	0	0	0	0	0	0	0	532
	001	CHELWOOD ELEMENTARY	236	Public	Elementary School	0	53	0	61	43	82	60	63	0	0	0	0	0	0	0	362
	001	CHILDRENS TREATMENT CENTER	971	Off-Site	Special Education	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	1
	001	CHRISTINE DUNCAN HERITAGE ACADEMY	118	Charter	Elementary School	37	44	0	46	49	31	38	42	39	43	40	0	0	0	0	409
	001	CIBOLA HIGH	580	Public	High School	0	0	0	0	0	0	0	0	0	0	0	543	515	338	351	1747
	001	CIEN AGUAS INTERNATIONAL	780	Charter	Elementary School	0	40	0	45	45	48	47	49	47	49	50	0	0	0	0	420
	001	CLEVELAND MIDDLE	407	Public	Middle School	0	0	0	0	0	0	0	0	196	179	173	0	0	0	0	548
	001	COCHITI ELEMENTARY	237	Public	Elementary School	17	35	0	23	37	36	29	31	0	0	0	0	0	0	0	208
	001	COLLEGE AND CAREER HIGH SCHOOL	591	Public	High School	0	0	0	0	0	0	0	0	0	0	0	67	73	60	60	260
	001	COLLET PARK ELEMENTARY	240	Public	Elementary School	54	45	0	36	52	51	43	45	0	0	0	0	0	0	0	326
	001	COMANCHE ELEMENTARY	241	Public	Elementary School	18	43	0	54	49	54	45	53	0	0	0	0	0	0	0	316
	001	CONTINUATION SCHOOL	035	Public	Special Education	0	0	0	0	0	0	0	0	0	1	3	9	4	0	0	17
	001	CORAL COMMUNITY CHARTER	706	Charter	Elementary School	37	41	0	39	39	34	27	22	0	0	0	0	0	0	0	239
	001	CORONADO ELEMENTARY	243	Public	Elementary School	0	41	0	60	43	65	43	57	0	0	0	0	0	0	0	309
	001	CORRALES ELEMENTARY	351	Public	Elementary School	0	62	0	55	52	67	53	48	0	0	0	0	0	0	0	337
	001	CORRALES INTERNATIONAL	028	Charter	High School	0	19	0	19	25	25	18	20	21	21	29	10	12	10	15	244
	001	COTTONWOOD CLASSICAL PREP	769	Charter	High School	0	0	0	0	0	0	0	0	131	130	128	111	113	77	66	756
	001	COYOTE WILLOW FAMILY SCHOOL	952	Public	Elementary School	0	34	0	42	43	39	38	32	26	18	6	0	0	0	0	278
	001	DEL NORTE HIGH	514	Public	High School	0	0	0	0	0	0	0	0	0	0	0	406	309	180	152	1047
	001	DENNIS CHAVEZ ELEMENTARY	203	Public	Elementary School	65	84	0	80	88	91	89	88	0	0	0	0	0	0	0	585
	001	DESERT RIDGE MIDDLE	430	Public	Middle School	0	0	0	0	0	0	0	0	233	285	299	0	0	0	0	817
	001	DESERT WILLOW FAMILY SCHOOL	900	Public	Elementary School	0	21	0	45	41	43	32	30	28	27	21	0	0	0	0	288
	001	DIGITAL ARTS AND TECHNOLOGY ACADEMY	063	Charter	High School	0	0	0	0	0	0	0	0	0	30	40	69	86	64	57	346
	001	DOLORES GONZALES ELEMENTARY	244	Public	Elementary School	18	51	0	51	45	53	57	38	0	0	0	0	0	0	0	313

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001	001	DOUBLE EAGLE ELEMENTARY	350	Public	Elementary School	0	90	0	79	100	92	102	100	0	0	0	0	0	0	0	563
001	001	DURANES ELEMENTARY	249	Public	Elementary School	36	20	0	18	14	10	17	21	0	0	0	0	0	0	0	136
001	001	EARLY COLLEGE ACADEMY	593	Public	High School	0	0	0	0	0	0	0	0	0	0	0	53	61	51	51	216
001	001	EAST MOUNTAIN HIGH SCHOOL	024	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	120	93	80	80	373
001	001	EAST SAN JOSE ELEMENTARY	252	Public	Elementary School	20	49	0	46	47	52	65	54	0	0	0	0	0	0	0	333
001	001	ECADEMY	517	Public	High School	0	0	0	0	0	0	0	0	0	0	0	215	222	234	226	897
001	001	ECADEMY K-8	498	Public	Elementary School	0	27	0	60	53	66	74	96	98	144	169	0	0	0	0	787
001	001	EDMUND G ROSS ELEMENTARY	219	Public	Elementary School	14	51	0	68	58	82	65	67	0	0	0	0	0	0	0	405
001	001	EDWARD GONZALES ELEMENTARY	262	Public	Elementary School	0	0	0	0	0	117	111	149	0	0	0	0	0	0	0	377
001	001	EISENHOWER MIDDLE	480	Public	Middle School	0	0	0	0	0	0	0	0	269	272	283	0	0	0	0	824
001	001	EL CAMINO REAL ACADEMY	069	Charter	High School	0	18	0	27	22	18	25	32	35	40	40	28	26	15	18	344
001	001	ELDORADO HIGH	515	Public	High School	20	0	0	0	0	0	0	0	0	0	0	507	449	335	307	1618
001	001	EMERSON ELEMENTARY	255	Public	Elementary School	20	61	0	58	50	62	60	48	0	0	0	0	0	0	0	359
001	001	ERNIE PYLE MIDDLE	450	Public	Middle School	0	0	0	0	0	0	0	0	131	158	158	0	0	0	0	447
001	001	EUGENE FIELD ELEMENTARY	261	Public	Elementary School	14	19	0	15	26	24	15	22	0	0	0	0	0	0	0	135
001	001	FREEDOM HIGH	596	Public	High School	0	0	0	0	0	0	0	0	0	0	0	32	32	21	19	104
001	001	GARFIELD MIDDLE	410	Public	Middle School	0	0	0	0	0	0	0	0	96	102	110	0	0	0	0	308
001	001	GEORGE I SANCHEZ	496	Public	Elementary School	0	76	0	82	72	64	83	103	242	225	263	0	0	0	0	1210
001	001	GEORGIA O'KEEFFE ELEMENTARY	328	Public	Elementary School	0	76	0	71	77	98	78	84	0	0	0	0	0	0	0	484
001	001	GILBERT L SENNA CHARTER HS	707	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	59	43	26	17	145
001	001	GORDON BERNELL CHARTER	030	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	61	44	24	29	158
001	001	GOV BENT ELEMENTARY	230	Public	Elementary School	17	43	0	62	49	58	42	54	0	0	0	0	0	0	0	325
001	001	GRANT MIDDLE	413	Public	Middle School	0	0	0	0	0	0	0	0	101	115	129	0	0	0	0	345
001	001	GRIEGOS ELEMENTARY	267	Public	Elementary School	0	30	0	35	45	46	45	39	0	0	0	0	0	0	0	240
001	001	HARRISON MIDDLE	415	Public	Middle School	0	0	0	0	0	0	0	0	107	117	113	0	0	0	0	337
001	001	HAWTHORNE ELEMENTARY	270	Public	Elementary School	18	42	0	48	53	52	59	58	0	0	0	0	0	0	0	330
001	001	HAYES MIDDLE	416	Public	Middle School	0	0	0	0	0	0	0	0	151	117	112	0	0	0	0	380
001	001	HEALTH LEADERSHIP HIGH SCHOOL	752	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	40	62	71	41	214
001	001	HELEN CORDERO PRIMARY	395	Public	Elementary School	91	125	0	126	130	0	0	0	0	0	0	0	0	0	0	472
001	001	HIGHLAND AUTISM CENTER	611	Public	Special Education	12	0	0	3	1	0	1	1	3	5	1	4	3	1	8	43
001	001	HIGHLAND HIGH	520	Public	High School	0	0	0	0	0	0	0	0	0	0	0	419	370	192	149	1130
001	001	HODGIN ELEMENTARY	273	Public	Elementary School	70	56	0	57	58	61	66	59	0	0	0	0	0	0	0	427
001	001	HOMEBOUND	998	Off-Site	Central Office	4	2	0	5	2	2	5	3	3	4	6	9	6	5	7	63
001	001	HOOVER MIDDLE	418	Public	Middle School	0	0	0	0	0	0	0	0	121	111	157	0	0	0	0	389
001	001	HUBERT H HUMPHREY ELEMENTARY	221	Public	Elementary School	0	67	0	89	73	90	79	85	0	0	0	0	0	0	0	483
001	001	INEZ ELEMENTARY	276	Public	Elementary School	0	45	0	42	58	46	71	46	0	0	0	0	0	0	0	308
001	001	JACKSON MIDDLE	420	Public	Middle School	0	0	0	0	0	0	0	0	129	124	153	0	0	0	0	406
001	001	JAMES MONROE MIDDLE	490	Public	Middle School	0	0	0	0	0	0	0	0	251	192	252	0	0	0	0	695
001	001	JANET KAHN FINE ARTS ACADEMY	258	Public	Elementary School	16	45	0	59	42	43	53	59	0	0	0	0	0	0	0	317
001	001	JEFFERSON MIDDLE	425	Public	Middle School	0	0	42	0	0	0	0	0	211	203	224	0	0	0	0	638
001	001	JIMMY CARTER MIDDLE	445	Public	Middle School	0	0	0	0	0	0	0	0	155	174	191	0	0	0	0	520
001	001	JOHN ADAMS MIDDLE	405	Public	Middle School	0	0	0	0	0	0	0	0	140	155	162	0	0	0	0	457
001	001	JOHN BAKER ELEMENTARY	217	Public	Elementary School	0	74	0	72	63	68	75	84	0	0	0	0	0	0	0	436
001	001	KENNEDY MIDDLE	427	Public	Middle School	0	0	0	0	0	0	0	0	102	112	108	0	0	0	0	322
001	001	KIRTLAND ELEMENTARY	279	Public	Elementary School	65	23	0	21	17	17	16	18	0	0	0	0	0	0	0	177
001	001	KIT CARSON ELEMENTARY	231	Public	Elementary School	26	61	0	57	61	50	51	53	0	0	0	0	0	0	0	359
001	001	L.B. JOHNSON MIDDLE	485	Public	Middle School	0	0	0	0	0	0	0	0	185	195	204	0	0	0	0	584
001	001	LA ACADEMIA DE ESPERANZA	061	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	80	69	59	40	248
001	001	LA CUEVA HIGH	525	Public	High School	0	0	0	0	0	0	0	0	0	0	0	508	473	429	398	1808
001	001	LA LUZ ELEMENTARY	282	Public	Elementary School	19	19	0	25	22	15	12	22	0	0	0	0	0	0	0	134
001	001	LA MESA ELEMENTARY	285	Public	Elementary School	18	64	0	64	77	62	56	74	0	0	0	0	0	0	0	415
001	001	LAVALAND ELEMENTARY	288	Public	Elementary School	37	55	0	61	59	74	69	58	0	0	0	0	0	0	0	413
001	001	LEW WALLACE ELEMENTARY	373	Public	Elementary School	0	31	0	22	28	27	34	40	0	0	0	0	0	0	0	182
001	001	LONGFELLOW ELEMENTARY	291	Public	Elementary School	0	18	0	27	25	33	35	29	0	0	0	0	0	0	0	167
001	001	LOS PADILLAS ELEMENTARY	297	Public	Elementary School	15	43	0	28	31	39	38	36	0	0	0	0	0	0	0	230
001	001	LOS PUENTES CHARTER	017	Charter	High School	0	0	0	0	0	0	0	0	0	1	12	36	30	24	12	115
001	001	LOS RANCHOS ELEMENTARY	336	Public	Elementary School	17	27	0	42	34	24	42	41	0	0	0	0	0	0	0	227
001	001	LOWELL ELEMENTARY	300	Public	Elementary School	1	44	0	31	45	34	41	43	0	0	0	0	0	0	0	239
001	001	MACARTHUR ELEMENTARY	303	Public	Elementary School	17	32	0	26	25	31	18	30	0	0	0	0	0	0	0	179

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001		MADISON MIDDLE	435	Public	Middle School	0	0	0	0	0	0	0	0	208	183	202	0	0	0	0	593
001		MANZANO HIGH	530	Public	High School	16	0	0	0	0	0	0	0	0	0	0	523	354	243	207	1343
001		MANZANO MESA ELEMENTARY	260	Public	Elementary School	45	67	0	86	95	90	72	81	0	0	0	0	0	0	0	536
001		MARIE M HUGHES ELEMENTARY	365	Public	Elementary School	0	68	0	52	65	70	69	83	0	0	0	0	0	0	0	407
001		MARK ARMJO ACADEMY	039	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	57	63	50	29	199
001		MARK TWAIN ELEMENTARY	364	Public	Elementary School	65	39	0	29	47	38	40	32	0	0	0	0	0	0	0	290
001		MARYANN BINFORD ELEMENTARY	250	Public	Elementary School	21	73	0	68	76	74	72	99	0	0	0	0	0	0	0	483
001		MATHESON PARK ELEMENTARY	305	Public	Elementary School	16	27	0	25	36	30	31	30	0	0	0	0	0	0	0	195
001		MCCOLLUM ELEMENTARY	307	Public	Elementary School	70	40	0	29	43	40	30	35	0	0	0	0	0	0	0	287
001		MCKINLEY MIDDLE	440	Public	Middle School	0	0	0	0	0	0	0	0	147	170	172	0	0	0	0	489
001		MISC PRESCHOOL PROGRAM	992	Off-Site	Prekindergarten	86	0	0	0	0	0	0	0	0	0	0	0	0	0	0	86
001		MISC PRIVATE	997	Private	Non-Accredited	0	10	0	19	18	29	18	19	17	8	13	10	10	11	8	190
001		MISSION AVENUE ELEMENTARY	309	Public	Elementary School	19	56	0	59	53	48	61	54	0	0	0	0	0	0	0	350
001		MITCHELL ELEMENTARY	310	Public	Elementary School	0	38	0	43	41	50	48	45	0	0	0	0	0	0	0	265
001		MONTE VISTA ELEMENTARY	312	Public	Elementary School	0	70	0	74	79	53	83	71	0	0	0	0	0	0	0	430
001		MONTESSORI OF THE RIO GRANDE	095	Charter	Elementary School	0	35	0	36	37	36	35	35	0	0	0	0	0	0	0	214
001		MONTEZUMA ELEMENTARY	315	Public	Elementary School	0	46	0	61	59	52	84	61	0	0	0	0	0	0	0	363
001		MOUNTAIN MAHOGANY COMMUNITY SCHOOL	098	Charter	Elementary School	0	21	0	24	23	21	23	25	22	36	29	0	0	0	0	224
001		MOUNTAIN VIEW ELEMENTARY	324	Public	Elementary School	13	28	0	40	33	35	36	29	0	0	0	0	0	0	0	214
001		NATIVE AMERICAN COMMUNITY ACADEMY	006	Charter	High School	0	20	0	19	18	21	22	21	45	52	46	68	52	36	25	445
001		NAVAJO ELEMENTARY	327	Public	Elementary School	16	55	0	50	51	66	59	60	0	0	0	0	0	0	0	357
001		NEW AMERICA SCHOOL	708	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	82	66	45	22	215
001		NEW FUTURES HIGH SCHOOL	549	Public	High School	0	0	0	0	0	0	0	0	0	1	1	23	14	23	13	75
001		NEW MEXICO INTERNATIONAL SCHOOL	768	Charter	Elementary School	0	63	0	66	57	63	56	38	22	11	15	0	0	0	0	391
001		NEX GEN ACADEMY	516	Public	High School	0	0	0	0	0	0	0	0	0	0	0	51	78	49	55	233
001		NMSVH PRESCHOOL	983	Off-Site	Special Education	41	11	0	0	0	0	0	0	0	0	0	0	0	0	0	52
001		NORTH STAR ELEMENTARY	268	Public	Elementary School	0	65	0	72	80	106	103	120	0	0	0	0	0	0	0	546
001		ONATE ELEMENTARY	227	Public	Elementary School	0	42	0	56	50	42	38	41	0	0	0	0	0	0	0	269
001		OSUNA ELEMENTARY	332	Public	Elementary School	0	67	0	81	76	63	79	69	0	0	0	0	0	0	0	435
001		PAINTED SKY ELEMENTARY	275	Public	Elementary School	19	110	0	107	86	89	89	110	0	0	0	0	0	0	0	610
001		PAJARITO ELEMENTARY	333	Public	Elementary School	59	58	0	49	48	38	50	48	0	0	0	0	0	0	0	350
001		PETROGLYPH ELEMENTARY	317	Public	Elementary School	75	60	0	65	76	62	72	67	0	0	0	0	0	0	0	477
001		POLK MIDDLE	448	Public	Middle School	0	0	0	0	0	0	0	0	89	91	87	0	0	0	0	267
001		PUBLIC ACADEMY FOR PERFORMING ARTS	047	Charter	High School	0	0	0	0	0	0	0	0	0	70	66	69	65	64	55	431
001		REGINALD CHAVEZ ELEMENTARY	330	Public	Elementary School	0	24	0	36	34	37	33	37	0	0	0	0	0	0	0	201
001		RIO GRANDE HIGH	540	Public	High School	0	0	0	0	0	0	0	0	0	0	0	633	431	235	216	1515
001		ROBERT F. KENNEDY CHARTER	051	Charter	High School	0	0	0	0	0	0	0	0	17	35	30	120	90	54	28	374
001		ROOSEVELT MIDDLE	452	Public	Middle School	0	0	0	0	0	0	0	0	125	117	138	0	0	0	0	380
001		RUDOLFO ANAYA ELEMENTARY	392	Public	Elementary School	45	76	0	98	89	100	91	91	0	0	0	0	0	0	0	590
001		S. Y. JACKSON ELEMENTARY	360	Public	Elementary School	0	76	0	82	93	77	89	98	0	0	0	0	0	0	0	515
001		SAN ANTONITO ELEMENTARY	345	Public	Elementary School	0	52	0	49	55	59	67	58	0	0	0	0	0	0	0	340
001		SANDIA BASE ELEMENTARY	348	Public	Elementary School	0	71	0	66	50	55	63	38	0	0	0	0	0	0	0	343
001		SANDIA HIGH	550	Public	High School	0	0	50	0	0	0	0	0	0	0	0	581	455	326	352	1714
001		SCHOOL ON WHEELS HIGH SCHOOL	597	Public	High School	0	0	0	0	0	0	0	0	0	0	0	14	26	28	9	77
001		SEVEN BAR ELEMENTARY	265	Public	Elementary School	0	71	0	89	69	96	83	80	0	0	0	0	0	0	0	488
001		SIEMBRA LEADERSHIP HIGH SCHOOL	750	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	85	78	68	50	281
001		SIERRA VISTA ELEMENTARY	356	Public	Elementary School	33	56	0	74	64	66	64	87	0	0	0	0	0	0	0	444
001		SOMBRA DEL MONTE ELEMENTARY	357	Public	Elementary School	0	36	0	43	29	48	54	46	0	0	0	0	0	0	0	256
001		SOUTH VALLEY ACADEMY	025	Charter	High School	0	0	0	0	0	0	0	0	93	94	97	80	88	81	72	605
001		SUNSET VIEW ELEMENTARY	393	Public	Elementary School	0	63	0	76	81	86	93	86	0	0	0	0	0	0	0	485
001		SUSIE RAYOS MARMON ELEMENTARY	280	Public	Elementary School	21	93	0	79	105	98	96	89	0	0	0	0	0	0	0	581
001		TAFT MIDDLE	455	Public	Middle School	0	0	0	0	0	0	0	0	90	100	101	0	0	0	0	291
001		TAYLOR MIDDLE	457	Public	Middle School	0	0	0	0	0	0	0	0	93	109	115	0	0	0	0	317
001		TECHNOLOGY LEADERSHIP HIGH SCHOOL	753	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	70	83	117	45	315

APS-RRPS Enrollment 2nd Report

DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT
	001	THE INTERNATIONAL SCHOOL AT MESA DEL SOL	781	Charter	High School	16	37	0	26	33	34	28	32	31	27	21	19	12	8	6	330
	001	TIERRA ANTIGUA ELEMENTARY	389	Public	Elementary School	0	115	0	130	119	134	142	161	0	0	0	0	0	0	0	801
	001	TOMASITA ELEMENTARY	363	Public	Elementary School	0	31	0	35	33	46	50	38	0	0	0	0	0	0	0	233
	001	TONY HILLERMAN MIDDLE SCHOOL	492	Public	Middle School	0	0	0	0	0	0	0	0	318	335	373	0	0	0	0	1026
	001	TRANSITION SERVICES	040	Off-Site	Special Education	10	0	0	0	0	0	0	0	0	0	0	0	0	0	160	170
	001	TRES VOLCANES COMMUNITY COLLABORATIVE SCHOOL	497	Public	Elementary School	0	55	0	79	76	71	91	76	157	159	155	0	0	0	0	919
	001	TRUMAN MIDDLE	475	Public	Middle School	0	0	0	0	0	0	0	0	205	207	258	0	0	0	0	670
	001	VALLE VISTA ELEMENTARY	370	Public	Elementary School	85	35	0	44	31	41	47	42	0	0	0	0	0	0	0	325
	001	VALLEY HIGH	560	Public	High School	0	0	0	0	0	0	0	0	0	0	0	376	303	202	153	1034
	001	VAN BUREN MIDDLE	460	Public	Middle School	0	0	0	0	0	0	0	0	131	118	154	0	0	0	0	403
	001	VENTANA RANCH ELEMENTARY	264	Public	Elementary School	33	96	0	89	98	114	112	95	0	0	0	0	0	0	0	637
	001	VISION QUEST ALTERNATIVE MIDDLE	840	Public	Middle School	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	1
	001	VOLCANO VISTA HIGH	575	Public	High School	0	0	0	0	0	0	0	0	0	0	0	637	610	506	454	2207
	001	VOZ COLLEGIATE PREPARATORY CHARTER SCHOOL	709	Charter	Middle School	0	0	0	0	0	0	0	0	15	37	12	0	0	0	0	64
	001	WASHINGTON MIDDLE	465	Public	Middle School	0	0	0	0	0	0	0	0	73	96	105	0	0	0	0	274
	001	WEST MESA HIGH	570	Public	High School	0	0	0	0	0	0	0	0	0	0	0	720	479	307	248	1754
	001	WHERRY ELEMENTARY	376	Public	Elementary School	11	37	0	54	44	50	40	43	0	0	0	0	0	0	0	279
	001	WHITTIER ELEMENTARY	379	Public	Elementary School	38	46	0	43	38	37	54	44	0	0	0	0	0	0	0	300
	001	WILLIAM W & JOSEPHINE DORN CHARTER COMMUNITY SCHOOL	782	Charter	Elementary School	0	8	0	8	11	6	8	10	0	0	0	0	0	0	0	51
	001	WILSON MIDDLE	470	Public	Middle School	0	0	0	0	0	0	0	0	124	126	141	0	0	0	0	391
	001	ZIA ELEMENTARY	385	Public	Elementary School	0	45	0	38	43	35	42	31	0	0	0	0	0	0	0	234
	001	ZUNI ELEMENTARY	388	Public	Elementary School	17	38	0	26	40	41	37	43	0	0	0	0	0	0	0	242
ALBUQUERQ	Total	181				1999	5191	0	5507	5471	5710	5795	5870	5395	5565	6017	9107	7723	5660	5147	80157
RIO RANCHO	083	CIELO AZUL ELEMENTARY	021	Public	Elementary School	0	114	0	128	107	108	109	128	0	0	0	0	0	0	0	694
	083	CLEVELAND HIGH SCHOOL	011	Public	High School	0	0	0	0	0	0	0	0	0	0	0	726	703	628	542	2599
	083	COLINAS DEL NORTE ELEMENTARY	050	Public	Elementary School	0	86	0	95	86	109	95	112	0	0	0	0	0	0	0	583
	083	EAGLE RIDGE MIDDLE	001	Public	Middle School	0	0	0	0	0	0	0	0	274	262	283	0	0	0	0	819
	083	ENCHANTED HILLS ELEMENTARY	100	Public	Elementary School	0	98	0	122	107	129	129	135	0	0	0	0	0	0	0	720
	083	ERNEST STAPLETON ELEMENTARY	372	Public	Elementary School	0	125	0	150	138	132	140	132	0	0	0	0	0	0	0	817
	083	INDEPENDENCE HIGH SCHOOL	013	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	1	30	153	184
	083	JOE HARRIS ELEMENTARY	025	Public	Elementary School	0	85	0	95	89	91	84	79	0	0	0	0	0	0	0	523
	083	LINCOLN MIDDLE	481	Public	Middle School	0	0	0	0	0	0	0	0	265	283	275	0	0	0	0	823
	083	MAGGIE CORDOVA ELEMENTARY SCHOOL	012	Public	Elementary School	0	129	0	124	92	123	105	98	0	0	0	0	0	0	0	671
	083	MARTIN KING JR ELEMENTARY	375	Public	Elementary School	0	78	0	87	121	105	125	115	0	0	0	0	0	0	0	631
	083	MISC PRIVATE	997	Private	Non-Accredited	2	4	0	2	5	7	6	11	6	3	1	4	0	4	3	58
	083	MOUNTAIN VIEW MIDDLE	105	Public	Middle School	0	0	0	0	0	0	0	0	303	292	337	0	0	0	0	932
	083	PUESTA DEL SOL ELEMENTARY	319	Public	Elementary School	0	78	0	104	109	106	98	105	0	0	0	0	0	0	0	600
	083	RIO RANCHO CYBER ACADEMY	018	Public	High School	0	0	0	0	0	0	0	0	20	26	33	23	30	37	34	203
	083	RIO RANCHO DIST OFFICE	000	Central Office	Central Office	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	083	RIO RANCHO ELEMENTARY	340	Public	Elementary School	0	79	0	99	82	91	84	102	0	0	0	0	0	0	0	537
	083	RIO RANCHO HIGH	006	Public	High School	0	0	0	0	0	0	0	0	0	0	0	733	624	628	570	2555
	083	RIO RANCHO MIDDLE SCHOOL	016	Public	Middle School	0	0	0	0	0	0	0	0	384	392	364	0	0	0	0	1140
	083	SANDIA VISTA ELEMENTARY	020	Public	Elementary School	0	98	0	126	111	119	120	117	0	0	0	0	0	0	0	691
	083	SHINING STARS PRESCHOOL	017	Public	Special Education	630	0	0	0	0	0	0	0	0	0	0	0	0	0	0	630
	083	SPARRK ONLINE ACADEMY	110	Public	Elementary School	0	7	0	10	11	20	20	21	0	0	0	0	0	0	0	89
	083	VISTA GRANDE ELEMENTARY	015	Public	Elementary School	0	88	0	129	127	123	138	171	0	0	0	0	0	0	0	776
RIO RANCHO	Total	23				632	1069	0	1272	1185	1263	1253	1326	1252	1258	1293	1486	1358	1327	1302	17276
Grand Total		204				2631	6260	0	6779	6656	6973	7048	7196	6647	6823	7310	10593	9081	6987	6449	97433

## Enrollment by District by School

School Year: 2022-2023

Snapshot Date: 2023-03-01 - 120D



DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT	
ALBUQUERQUE	001	A. MONTOYA ELEMENTARY	321	Public	Elementary School	33	51	0	61	52	69	67	74	0	0	0	0	0	0	0	407	
	001	ABQ CHARTER ACADEMY	090	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	61	112	125	102	400
	001	ACE LEADERSHIP HIGH SCHOOL	749	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	84	68	63	24	239
	001	ADOBE ACRES ELEMENTARY	206	Public	Elementary School	16	54	0	49	50	52	40	50	0	0	0	0	0	0	0	0	311
	001	ALAMEDA ELEMENTARY	207	Public	Elementary School	40	34	0	35	24	40	32	34	0	0	0	0	0	0	0	0	239
	001	ALAMOSA ELEMENTARY	210	Public	Elementary School	15	45	0	58	57	67	60	82	0	0	0	0	0	0	0	0	384
	001	ALBUQUERQUE HIGH	590	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	538	416	361	345	1660
	001	ALBUQUERQUE TALENT DEVELOPMENT CHARTER	016	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	0	40	45	32	31	148
	001	ALICE KING COMMUNITY SCHOOL	116	Charter	Elementary School	0	49	0	50	53	52	66	47	52	37	42	0	0	0	0	0	448
	001	ALVARADO ELEMENTARY	213	Public	Elementary School	18	44	0	53	32	50	51	35	0	0	0	0	0	0	0	0	283
	001	APACHE ELEMENTARY	214	Public	Elementary School	13	36	0	41	54	50	48	39	0	0	0	0	0	0	0	0	281
	001	ARMIJO ELEMENTARY	215	Public	Elementary School	16	46	0	34	39	41	41	37	0	0	0	0	0	0	0	0	254
	001	ARROYO DEL OSO ELEMENTARY	329	Public	Elementary School	0	50	0	50	45	56	48	50	0	0	0	0	0	0	0	0	299
	001	ATRISCO ELEMENTARY	216	Public	Elementary School	14	34	0	33	35	35	48	46	0	0	0	0	0	0	0	0	245
	001	ATRISCO HERITAGE ACADEMY HS	576	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	625	550	418	445	2038
	001	BANDELIER ELEMENTARY	222	Public	Elementary School	0	66	0	70	74	67	82	93	0	0	0	0	0	0	0	0	452
	001	BARCELONA ELEMENTARY	225	Public	Elementary School	14	39	0	40	38	40	40	39	0	0	0	0	0	0	0	0	250
	001	BEL-AIR ELEMENTARY	228	Public	Elementary School	16	34	0	41	37	41	37	48	0	0	0	0	0	0	0	0	254
	001	BELLEHAVEN ELEMENTARY	229	Public	Elementary School	20	29	0	32	38	35	40	40	0	0	0	0	0	0	0	0	234
	001	BERNALILLO COUNTY JUVENILE DETENTION	048	Off-Site	High School	0	0	0	0	0	0	0	0	0	0	3	18	7	3	2	2	33
	001	CARLOS REY ELEMENTARY	339	Public	Elementary School	35	77	0	79	82	73	80	98	0	0	0	0	0	0	0	0	524
	001	CHAMIZA ELEMENTARY	295	Public	Elementary School	0	42	0	57	43	52	55	52	0	0	0	0	0	0	0	0	301
	001	CHAPARRAL ELEMENTARY	234	Public	Elementary School	79	80	0	68	68	78	83	94	0	0	0	0	0	0	0	0	550
	001	CHELWOOD ELEMENTARY	236	Public	Elementary School	0	50	0	64	42	84	57	61	0	0	0	0	0	0	0	0	358
	001	CHILDRENS TREATMENT CENTER	971	Off-Site	Special Education	0	0	0	0	1	0	0	1	0	1	0	0	0	0	0	0	3
	001	CHRISTINE DUNCAN HERITAGE ACADEMY	118	Charter	Elementary School	36	42	0	48	50	30	39	43	39	43	41	0	0	0	0	0	411
	001	CIBOLA HIGH	580	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	465	494	346	387	1692
	001	CIEN AGUAS INTERNATIONAL	780	Charter	Elementary School	0	40	0	46	46	48	45	50	47	48	50	0	0	0	0	0	420
	001	CLEVELAND MIDDLE	407	Public	Middle School	0	0	0	0	0	0	0	0	192	178	162	0	0	0	0	0	532
	001	COCHITI ELEMENTARY	237	Public	Elementary School	17	34	0	24	36	33	30	33	0	0	0	0	0	0	0	0	207
	001	COLLEGE AND CAREER HIGH SCHOOL	591	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	62	71	61	61	255
	001	COLLET PARK ELEMENTARY	240	Public	Elementary School	63	47	0	39	52	52	44	43	0	0	0	0	0	0	0	0	340
	001	COMANCHE ELEMENTARY	241	Public	Elementary School	16	44	0	52	48	55	47	54	0	0	0	0	0	0	0	0	316
	001	CONTINUATION SCHOOL	035	Public	Special Education	0	0	0	0	0	0	0	0	0	0	0	1	7	5	0	0	13
	001	CORAL COMMUNITY CHARTER	706	Charter	Elementary School	38	40	0	40	40	36	26	22	0	0	0	0	0	0	0	0	242
	001	CORONADO ELEMENTARY	243	Public	Elementary School	0	42	0	62	43	64	43	56	0	0	0	0	0	0	0	0	310
	001	CORRALES ELEMENTARY	351	Public	Elementary School	0	62	0	57	51	66	55	49	0	0	0	0	0	0	0	0	340
	001	CORRALES INTERNATIONAL	028	Charter	High School	0	19	0	19	26	25	17	20	23	22	30	10	12	9	15	15	247
	001	COTTONWOOD CLASSICAL PREP	769	Charter	High School	0	0	0	0	0	0	0	0	128	130	125	111	112	75	64	745	
	001	COYOTE WILLOW FAMILY SCHOOL	952	Public	Elementary School	0	32	0	42	42	37	38	32	26	16	6	0	0	0	0	0	271
	001	DEL NORTE HIGH	514	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	337	298	196	185	1016
	001	DENNIS CHAVEZ ELEMENTARY	203	Public	Elementary School	69	85	0	80	87	89	89	86	0	0	0	0	0	0	0	0	585
	001	DESERT RIDGE MIDDLE	430	Public	Middle School	0	0	0	0	0	0	0	0	236	284	298	0	0	0	0	0	818
	001	DESERT WILLOW FAMILY SCHOOL	900	Public	Elementary School	0	21	0	45	41	42	33	29	26	27	21	0	0	0	0	0	285
	001	DIGITAL ARTS AND TECHNOLOGY ACADEMY	063	Charter	High School	0	0	0	0	0	0	0	0	0	0	29	41	75	86	66	59	356

APS-RRPS Enrollment 3rd Report

DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT	
	001	DOLORES GONZALES ELEMENTARY	244	Public	Elementary School	18	56	0	50	47	55	57	38	0	0	0	0	0	0	0	0	321
	001	DOUBLE EAGLE ELEMENTARY	350	Public	Elementary School	0	90	0	79	101	91	102	100	0	0	0	0	0	0	0	0	563
	001	DURANES ELEMENTARY	249	Public	Elementary School	43	18	0	18	14	10	17	22	0	0	0	0	0	0	0	0	142
	001	EARLY COLLEGE ACADEMY	593	Public	High School	0	0	0	0	0	0	0	0	0	0	0	51	58	49	54	212	
	001	EAST MOUNTAIN HIGH SCHOOL	024	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	117	94	80	79	370	
	001	EAST SAN JOSE ELEMENTARY	252	Public	Elementary School	20	49	0	48	48	52	64	55	0	0	0	0	0	0	0	0	336
	001	ECADEMY	517	Public	High School	0	0	0	0	0	0	0	0	0	0	0	280	276	277	231	1064	
	001	ECADEMY K-8	498	Public	Elementary School	0	33	0	64	54	72	79	98	113	173	199	0	0	0	0	885	
	001	EDMUND G ROSS ELEMENTARY	219	Public	Elementary School	14	50	0	66	58	80	64	65	0	0	0	0	0	0	0	397	
	001	EDWARD GONZALES ELEMENTARY	262	Public	Elementary School	0	0	0	0	0	117	111	148	0	0	0	0	0	0	0	0	376
	001	EISENHOWER MIDDLE	480	Public	Middle School	0	0	0	0	0	0	0	0	263	269	285	0	0	0	0	0	817
	001	EL CAMINO REAL ACADEMY	069	Charter	High School	0	19	0	26	23	18	25	32	35	37	40	26	27	14	17	339	
	001	ELDORADO HIGH	515	Public	High School	20	0	0	0	0	0	0	0	0	0	0	427	448	337	328	1560	
	001	EMERSON ELEMENTARY	255	Public	Elementary School	19	60	0	57	48	57	60	45	0	0	0	0	0	0	0	0	346
	001	ERNIE PYLE MIDDLE	450	Public	Middle School	0	0	0	0	0	0	0	0	128	151	159	0	0	0	0	0	438
	001	EUGENE FIELD ELEMENTARY	261	Public	Elementary School	16	20	0	16	26	26	15	24	0	0	0	0	0	0	0	0	143
	001	FREEDOM HIGH	596	Public	High School	0	0	0	0	0	0	0	0	0	0	0	37	32	22	23	114	
	001	GARFIELD MIDDLE	410	Public	Middle School	0	0	0	0	0	0	0	0	96	99	111	0	0	0	0	306	
	001	GEORGE I SANCHEZ	496	Public	Elementary School	0	77	0	84	72	64	87	102	237	231	268	0	0	0	0	0	1222
	001	GEORGIA O'KEEFE ELEMENTARY	328	Public	Elementary School	0	74	0	72	80	101	77	87	0	0	0	0	0	0	0	0	491
	001	GILBERT L SENA CHARTER HS	707	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	66	30	18	23	137	
	001	GORDON BERNELL CHARTER	030	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	62	48	36	13	159	
	001	GOV BENT ELEMENTARY	230	Public	Elementary School	15	43	0	61	49	55	43	53	0	0	0	0	0	0	0	0	319
	001	GRANT MIDDLE	413	Public	Middle School	0	0	0	0	0	0	0	0	104	116	125	0	0	0	0	0	345
	001	GRIEGOS ELEMENTARY	267	Public	Elementary School	0	29	0	35	44	45	45	39	0	0	0	0	0	0	0	0	237
	001	HARRISON MIDDLE	415	Public	Middle School	0	0	0	0	0	0	0	0	103	114	115	0	0	0	0	0	332
	001	HAWTHORNE ELEMENTARY	270	Public	Elementary School	20	42	0	49	49	51	55	58	0	0	0	0	0	0	0	0	324
	001	HAYES MIDDLE	416	Public	Middle School	0	0	0	0	0	0	0	0	152	109	111	0	0	0	0	0	372
	001	HEALTH LEADERSHIP HIGH SCHOOL	752	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	42	59	66	40	207	
	001	HELEN CORDERO PRIMARY	395	Public	Elementary School	95	126	0	130	132	0	0	0	0	0	0	0	0	0	0	0	483
	001	HIGHLAND AUTISM CENTER	611	Public	Special Education	12	0	0	4	1	0	2	1	2	5	1	3	4	0	10	45	
	001	HIGHLAND HIGH	520	Public	High School	0	0	0	0	0	0	0	0	0	0	0	331	354	216	190	1091	
	001	HODGIN ELEMENTARY	273	Public	Elementary School	72	54	0	55	54	58	64	63	0	0	0	0	0	0	0	0	420
	001	HOMEBOUND	998	Off-Site	Central Office	6	2	0	4	2	1	6	3	3	5	6	8	3	6	9	64	
	001	HOOVER MIDDLE	418	Public	Middle School	0	0	0	0	0	0	0	0	118	109	156	0	0	0	0	0	383
	001	HUBERT H HUMPHREY ELEMENTARY	221	Public	Elementary School	0	69	0	90	74	89	78	83	0	0	0	0	0	0	0	0	483
	001	INEZ ELEMENTARY	276	Public	Elementary School	0	45	0	40	60	46	71	47	0	0	0	0	0	0	0	0	309
	001	JACKSON MIDDLE	420	Public	Middle School	0	0	0	0	0	0	0	0	132	122	151	0	0	0	0	0	405
	001	JAMES MONROE MIDDLE	490	Public	Middle School	0	0	0	0	0	0	0	0	246	191	241	0	0	0	0	0	678
	001	JANET KAHN FINE ARTS ACADEMY	258	Public	Elementary School	19	47	0	56	42	45	53	63	0	0	0	0	0	0	0	0	325
	001	JEFFERSON MIDDLE	425	Public	Middle School	0	0	0	0	0	0	0	0	209	208	223	0	0	0	0	0	640
	001	JIMMY CARTER MIDDLE	445	Public	Middle School	0	0	0	0	0	0	0	0	154	167	190	0	0	0	0	0	511
	001	JOHN ADAMS MIDDLE	405	Public	Middle School	0	0	0	0	0	0	0	0	135	156	166	0	0	0	0	0	457
	001	JOHN BAKER ELEMENTARY	217	Public	Elementary School	0	72	0	70	63	68	75	86	0	0	0	0	0	0	0	0	434
	001	KENNEDY MIDDLE	427	Public	Middle School	0	0	0	0	0	0	0	0	107	113	107	0	0	0	0	0	327
	001	KIRTLAND ELEMENTARY	279	Public	Elementary School	81	23	0	21	18	18	15	18	0	0	0	0	0	0	0	0	194
	001	KIT CARSON ELEMENTARY	231	Public	Elementary School	28	61	0	58	60	51	52	54	0	0	0	0	0	0	0	0	364
	001	L.B. JOHNSON MIDDLE	485	Public	Middle School	0	0	0	0	0	0	0	0	184	193	206	0	0	0	0	0	583
	001	LA ACADEMIA DE ESPERANZA	061	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	63	59	61	67	250	
	001	LA CUEVA HIGH	525	Public	High School	0	0	0	0	0	0	0	0	0	0	0	482	454	440	408	1784	
	001	LA LUZ ELEMENTARY	282	Public	Elementary School	23	20	0	25	21	15	9	22	0	0	0	0	0	0	0	0	135
	001	LA MESA ELEMENTARY	285	Public	Elementary School	21	66	0	69	78	63	59	76	0	0	0	0	0	0	0	0	432
	001	LAVALAND ELEMENTARY	288	Public	Elementary School	38	56	0	62	59	71	72	59	0	0	0	0	0	0	0	0	417
	001	LEW WALLACE ELEMENTARY	373	Public	Elementary School	0	32	0	24	27	30	34	39	0	0	0	0	0	0	0	0	186
	001	LONGFELLOW ELEMENTARY	291	Public	Elementary School	0	18	0	26	28	32	34	28	0	0	0	0	0	0	0	0	166
	001	LOS PADILLAS ELEMENTARY	297	Public	Elementary School	15	44	0	27	28	38	38	37	0	0	0	0	0	0	0	0	227
	001	LOS PUENTES CHARTER	017	Charter	High School	0	0	0	0	0	0	0	0	0	1	15	33	26	26	18	119	

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DISTRICT NAME	DISTRICT CODE	LOCATION NAME	LOCATION ID	ORG TYPE	SCHOOL TYPE DESC	GRADE PK	GRADE KF	GRADE KN	GRADE 01	GRADE 02	GRADE 03	GRADE 04	GRADE 05	GRADE 06	GRADE 07	GRADE 08	GRADE 09	GRADE 10	GRADE 11	GRADE 12	TOTAL ENROLLMENT
	001	LOS RANCHOS ELEMENTARY	336	Public	Elementary School	18	27	0	42	34	25	41	39	0	0	0	0	0	0	0	226
	001	LOWELL ELEMENTARY	300	Public	Elementary School	1	45	0	32	47	37	46	46	0	0	0	0	0	0	0	254
	001	MACARTHUR ELEMENTARY	303	Public	Elementary School	16	31	0	27	26	31	18	30	0	0	0	0	0	0	0	179
	001	MADISON MIDDLE	435	Public	Middle School	0	0	0	0	0	0	0	0	210	178	199	0	0	0	0	587
	001	MANZANO HIGH	530	Public	High School	16	0	0	0	0	0	0	0	0	0	0	445	333	243	243	1280
	001	MANZANO MESA ELEMENTARY	260	Public	Elementary School	47	65	0	88	96	89	72	82	0	0	0	0	0	0	0	539
	001	MARIE M HUGHES ELEMENTARY	365	Public	Elementary School	0	68	0	51	66	72	73	82	0	0	0	0	0	0	0	412
	001	MARK ARMIJO ACADEMY	039	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	42	69	44	45	200
	001	MARK TWAIN ELEMENTARY	364	Public	Elementary School	74	38	0	30	44	37	39	32	0	0	0	0	0	0	0	294
	001	MARYANN BINFORD ELEMENTARY	250	Public	Elementary School	21	70	0	66	76	73	71	96	0	0	0	0	0	0	0	473
	001	MATHESON PARK ELEMENTARY	305	Public	Elementary School	17	27	0	27	35	31	30	30	0	0	0	0	0	0	0	197
	001	MCCOLLUM ELEMENTARY	307	Public	Elementary School	68	40	0	29	40	42	31	34	0	0	0	0	0	0	0	284
	001	MCKINLEY MIDDLE	440	Public	Middle School	0	0	0	0	0	0	0	0	142	164	165	0	0	0	0	471
	001	MISC PRESCHOOL PROGRAM	992	Off-Site	Prekindergarten	103	0	0	0	0	0	0	0	0	0	0	0	0	0	0	103
	001	MISC PRIVATE	997	Private	Non-Accredited	0	11	0	21	22	34	18	20	19	10	13	10	10	12	8	208
	001	MISSION AVENUE ELEMENTARY	309	Public	Elementary School	19	57	0	58	54	51	63	56	0	0	0	0	0	0	0	358
	001	MITCHELL ELEMENTARY	310	Public	Elementary School	0	38	0	44	42	50	47	44	0	0	0	0	0	0	0	265
	001	MONTE VISTA ELEMENTARY	312	Public	Elementary School	0	69	0	72	77	53	81	70	0	0	0	0	0	0	0	422
	001	MONTESSORI OF THE RIO GRANDE	095	Charter	Elementary School	0	35	0	36	38	37	35	36	0	0	0	0	0	0	0	217
	001	MONTEZUMA ELEMENTARY	315	Public	Elementary School	0	46	0	63	58	52	83	62	0	0	0	0	0	0	0	364
	001	MOUNTAIN MAHOGANY COMMUNITY SCHOOL	098	Charter	Elementary School	0	21	0	23	23	21	23	25	24	36	28	0	0	0	0	224
	001	MOUNTAIN VIEW ELEMENTARY	324	Public	Elementary School	12	26	0	39	31	34	37	31	0	0	0	0	0	0	0	210
	001	NATIVE AMERICAN COMMUNITY ACADEMY	006	Charter	High School	0	21	0	21	17	21	22	21	46	51	44	58	46	45	33	446
	001	NAVAJO ELEMENTARY	327	Public	Elementary School	16	54	0	48	52	64	59	62	0	0	0	0	0	0	0	355
	001	NEW AMERICA SCHOOL	708	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	67	55	54	25	201
	001	NEW FUTURES HIGH SCHOOL	549	Public	High School	0	0	0	0	0	0	0	0	0	1	1	25	13	16	17	73
	001	NEW MEXICO INTERNATIONAL SCHOOL	768	Charter	Elementary School	0	61	0	66	56	63	56	38	22	12	15	0	0	0	0	389
	001	NEX GEN ACADEMY	516	Public	High School	0	0	0	0	0	0	0	0	0	0	0	55	72	46	57	230
	001	NMSVH PRESCHOOL	983	Off-Site	Special Education	44	10	0	0	0	0	0	0	0	0	0	0	0	0	0	54
	001	NORTH STAR ELEMENTARY	268	Public	Elementary School	0	65	0	72	81	105	103	121	0	0	0	0	0	0	0	547
	001	ONATE ELEMENTARY	227	Public	Elementary School	0	43	0	56	50	41	37	38	0	0	0	0	0	0	0	265
	001	OSUNA ELEMENTARY	332	Public	Elementary School	0	67	0	82	74	63	80	70	0	0	0	0	0	0	0	436
	001	PAINTED SKY ELEMENTARY	275	Public	Elementary School	18	105	0	104	85	89	88	108	0	0	0	0	0	0	0	597
	001	PAJARITO ELEMENTARY	333	Public	Elementary School	68	61	0	47	50	39	50	47	0	0	0	0	0	0	0	362
	001	PETROGLYPH ELEMENTARY	317	Public	Elementary School	79	64	0	68	75	59	72	66	0	0	0	0	0	0	0	483
	001	POLK MIDDLE	448	Public	Middle School	0	0	0	0	0	0	0	0	85	92	85	0	0	0	0	262
	001	PUBLIC ACADEMY FOR PERFORMING ARTS	047	Charter	High School	0	0	0	0	0	0	0	0	73	65	70	66	63	55	40	432
	001	REGINALD CHAVEZ ELEMENTARY	330	Public	Elementary School	0	24	0	35	33	36	32	35	0	0	0	0	0	0	0	195
	001	RIO GRANDE HIGH	540	Public	High School	0	0	0	0	0	0	0	0	0	0	0	517	418	260	246	1441
	001	ROBERT F. KENNEDY CHARTER	051	Charter	High School	0	0	0	0	0	0	0	0	18	35	33	115	90	38	46	375
	001	ROOSEVELT MIDDLE	452	Public	Middle School	0	0	0	0	0	0	0	0	126	118	141	0	0	0	0	385
	001	RUDOLFO ANAYA ELEMENTARY	392	Public	Elementary School	45	76	0	97	89	99	92	90	0	0	0	0	0	0	0	588
	001	S. Y. JACKSON ELEMENTARY	360	Public	Elementary School	0	76	0	83	91	75	91	98	0	0	0	0	0	0	0	514
	001	SAN ANTONITO ELEMENTARY	345	Public	Elementary School	0	51	0	48	56	60	64	58	0	0	0	0	0	0	0	337
	001	SANDIA BASE ELEMENTARY	348	Public	Elementary School	0	70	0	68	53	55	62	38	0	0	0	0	0	0	0	346
	001	SANDIA HIGH	550	Public	High School	0	0	0	0	0	0	0	0	0	0	0	523	423	340	379	1665
	001	SCHOOL ON WHEELS HIGH SCHOOL	597	Public	High School	0	0	0	0	0	0	0	0	0	0	0	11	20	21	22	74
	001	SEVEN BAR ELEMENTARY	265	Public	Elementary School	0	71	0	94	66	97	81	80	0	0	0	0	0	0	0	489
	001	SIEMBRA LEADERSHIP HIGH SCHOOL	750	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	95	69	67	56	287
	001	SIERRA VISTA ELEMENTARY	356	Public	Elementary School	32	53	0	73	64	66	64	86	0	0	0	0	0	0	0	438
	001	SOMBRA DEL MONTE ELEMENTARY	357	Public	Elementary School	0	37	0	44	31	47	55	43	0	0	0	0	0	0	0	257
	001	SOUTH VALLEY ACADEMY	025	Charter	High School	0	0	0	0	0	0	0	0	94	93	94	81	87	77	72	598
	001	SUNSET VIEW ELEMENTARY	393	Public	Elementary School	0	64	0	75	79	87	93	84	0	0	0	0	0	0	0	482
	001	SUSIE RAYOS MARMON ELEMENTARY	280	Public	Elementary School	19	93	0	80	105	97	99	86	0	0	0	0	0	0	0	579

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	001	TAFT MIDDLE	455	Public	Middle School	0	0	0	0	0	0	0	0	0	87	99	102	0	0	0	0	288
	001	TAYLOR MIDDLE	457	Public	Middle School	0	0	0	0	0	0	0	0	0	101	108	108	0	0	0	0	317
	001	TECHNOLOGY LEADERSHIP HIGH SCHOOL	753	Charter	High School	0	0	0	0	0	0	0	0	0	0	0	69	79	101	60	309	
	001	THE INTERNATIONAL SCHOOL AT MESA DEL SOL	781	Charter	High School	15	37	0	26	33	35	29	32	30	25	22	20	11	6	6	327	
	001	TIERRA ANTIGUA ELEMENTARY	389	Public	Elementary School	0	116	0	133	122	133	144	160	0	0	0	0	0	0	0	808	
	001	TOMASITA ELEMENTARY	363	Public	Elementary School	0	31	0	35	32	47	50	39	0	0	0	0	0	0	0	234	
	001	TONY HILLERMAN MIDDLE SCHOOL	492	Public	Middle School	0	0	0	0	0	0	0	0	313	333	370	0	0	0	0	1016	
	001	TRANSITION SERVICES	040	Off-Site	Special Education	11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	153	164
	001	TRES VOLCANES COMMUNITY COLLABORATIVE SCHOOL	497	Public	Elementary School	0	55	0	78	75	71	87	75	157	157	157	0	0	0	0	912	
	001	TRUMAN MIDDLE	475	Public	Middle School	0	0	0	0	0	0	0	0	204	201	253	0	0	0	0	658	
	001	VALLE VISTA ELEMENTARY	370	Public	Elementary School	95	36	0	44	31	39	46	41	0	0	0	0	0	0	0	332	
	001	VALLEY HIGH	560	Public	High School	0	0	0	0	0	0	0	0	0	0	0	315	291	205	178	989	
	001	VAN BUREN MIDDLE	460	Public	Middle School	0	0	0	0	0	0	0	0	132	119	159	0	0	0	0	410	
	001	VENTANA RANCH ELEMENTARY	264	Public	Elementary School	33	93	0	90	97	114	113	92	0	0	0	0	0	0	0	632	
	001	VISION QUEST ALTERNATIVE MIDDLE	840	Public	Middle School	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	2	
	001	VOLCANO VISTA HIGH	575	Public	High School	0	0	0	0	0	0	0	0	0	0	0	609	565	515	480	2169	
	001	VOZ COLLEGIATE PREPARATORY CHARTER SCHOOL	709	Charter	Middle School	0	0	0	0	0	0	0	0	14	37	13	0	0	0	0	64	
	001	WASHINGTON MIDDLE	465	Public	Middle School	0	0	0	0	0	0	0	0	74	98	109	0	0	0	0	281	
	001	WEST MESA HIGH	570	Public	High School	0	0	0	0	0	0	0	0	0	0	0	602	447	302	306	1657	
	001	WHERRY ELEMENTARY	376	Public	Elementary School	11	33	0	53	44	48	42	39	0	0	0	0	0	0	0	270	
	001	WHITTIER ELEMENTARY	379	Public	Elementary School	40	47	0	43	38	37	58	47	0	0	0	0	0	0	0	310	
	001	WILLIAM W & JOSEPHINE DORN CHARTER COMMUNITY SCHOOL	782	Charter	Elementary School	0	8	0	8	10	6	8	9	0	0	0	0	0	0	0	49	
	001	WILSON MIDDLE	470	Public	Middle School	0	0	0	0	0	0	0	0	127	131	142	0	0	0	0	400	
	001	ZIA ELEMENTARY	385	Public	Elementary School	0	46	0	37	43	37	41	31	0	0	0	0	0	0	0	235	
	001	ZUNI ELEMENTARY	388	Public	Elementary School	18	37	0	26	39	41	35	42	0	0	0	0	0	0	0	238	
ALBUQUERQU	Total	181				2119	5182	0	5537	5466	5718	5805	5873	5388	5547	6020	8186	7409	5850	5702	79802	
RIO RANCHO	083	CIELO AZUL ELEMENTARY	021	Public	Elementary School	0	114	0	128	110	108	107	128	0	0	0	0	0	0	0	695	
	083	CLEVELAND HIGH SCHOOL	011	Public	High School	0	0	0	0	0	0	0	0	0	0	0	725	699	610	536	2570	
	083	COLINAS DEL NORTE ELEMENTARY	050	Public	Elementary School	0	86	0	95	86	108	95	113	0	0	0	0	0	0	0	583	
	083	EAGLE RIDGE MIDDLE	001	Public	Middle School	0	0	0	0	0	0	0	0	281	261	286	0	0	0	0	828	
	083	ENCHANTED HILLS ELEMENTARY	100	Public	Elementary School	0	101	0	123	106	126	126	134	0	0	0	0	0	0	0	716	
	083	ERNEST STAPLETON ELEMENTARY	372	Public	Elementary School	0	125	0	148	145	134	141	134	0	0	0	0	0	0	0	827	
	083	INDEPENDENCE HIGH SCHOOL	013	Public	High School	0	0	0	0	0	0	0	0	0	0	0	0	1	60	148	209	
	083	JOE HARRIS ELEMENTARY	025	Public	Elementary School	0	83	0	95	87	89	82	80	0	0	0	0	0	0	0	516	
	083	LINCOLN MIDDLE	481	Public	Middle School	0	0	0	0	0	0	0	0	266	289	276	0	0	0	0	831	
	083	MAGGIE CORDOVA ELEMENTARY SCHOOL	012	Public	Elementary School	0	130	0	126	92	124	105	97	0	0	0	0	0	0	0	674	
	083	MARTIN KING JR ELEMENTARY	375	Public	Elementary School	0	79	0	87	119	107	127	114	0	0	0	0	0	0	0	633	
	083	MISC PRIVATE	997	Private	Non-Accredited	2	4	0	2	5	6	6	11	6	3	1	4	0	4	3	57	
	083	MOUNTAIN VIEW MIDDLE	105	Public	Middle School	0	0	0	0	0	0	0	0	306	294	331	0	0	0	0	931	
	083	PUESTA DEL SOL ELEMENTARY	319	Public	Elementary School	0	78	0	108	107	108	97	104	0	0	0	0	0	0	0	602	
	083	RIO RANCHO CYBER ACADEMY	018	Public	High School	0	0	0	0	0	0	0	0	19	24	31	21	28	35	34	192	
	083	RIO RANCHO DIST OFFICE	000	Central	Central Office	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	1	
	083	RIO RANCHO ELEMENTARY	340	Public	Elementary School	0	79	0	101	85	90	86	102	0	0	0	0	0	0	0	543	
	083	RIO RANCHO HIGH	006	Public	High School	0	0	0	0	0	0	0	0	0	0	0	718	615	619	560	2512	
	083	RIO RANCHO MIDDLE SCHOOL	016	Public	Middle School	0	0	0	0	0	0	0	0	388	397	367	0	0	0	0	1152	
	083	SANDIA VISTA ELEMENTARY	020	Public	Elementary School	9	104	0	124	112	119	119	116	0	0	0	0	0	0	0	703	
	083	SHINING STARS PRESCHOOL	017	Public	Special Education	666	0	0	0	0	0	0	0	0	0	0	0	0	0	0	666	
	083	SPARRK ONLINE ACADEMY	110	Public	Elementary School	0	5	0	10	12	20	19	20	0	0	0	0	0	0	0	86	
	083	VISTA GRANDE ELEMENTARY	015	Public	Elementary School	0	90	0	131	131	121	142	172	0	0	0	0	0	0	0	787	
RIO RANCHO	Total	23				677	1078	0	1279	1197	1260	1252	1325	1266	1268	1292	1468	1343	1328	1281	17314	
Grand Total		204				2796	6260	0	6816	6663	6978	7057	7198	6654	6815	7312	9654	8752	7178	6983	97116	



CITY OF RIO RANCHO  
ORDINANCE

ORDINANCE NO. 17

ENACTMENT NO. 23-20

1 ORDINANCE AMENDING ORDINANCE NO. 29, ENACTMENT NO. 22-30 RELATING  
2 TO THE ISSUANCE AND SALE OF CITY OF RIO RANCHO, NEW MEXICO TAXABLE  
3 INDUSTRIAL REVENUE BONDS (ATRISCO SOLAR LLC PROJECT), IN A MAXIMUM  
4 PRINCIPAL AMOUNT OF UP TO \$430,000,000, FOR THE PURPOSE OF APPROVING  
5 ALLOCATION OF THE ANNUAL PAYMENTS IN LIEU OF TAXES TO RIO RANCHO  
6 PUBLIC SCHOOLS AND ALBUQUERQUE PUBLIC SCHOOLS IN CONFORMITY  
7 WITH THE REQUIREMENTS OF SECTION 3-32-6 NMSA 1978; AUTHORIZING  
8 EXECUTION AND DELIVERY OF THE BONDS WITH UPDATED SERIES  
9 DESIGNATION TO REFLECT THE DATE OF ISSUANCE AND DELIVERY;  
10 RATIFYING CERTAIN ACTIONS TAKEN PREVIOUSLY; AND REPEALING ALL  
11 ACTIONS INCONSISTENT WITH THIS ORDINANCE  
12

13 **WHEREAS:** the City of Rio Rancho (the “City”) is a legally and regularly created,  
14 established, organized and existing municipality under the general laws of  
15 the State of New Mexico (the “State”); and  
16

17 **WHEREAS:** pursuant to the proposal of Atrisco Solar LLC (the “Company”), on  
18 December 15, 2022, the Governing Body of the City (the “Governing  
19 Body”) adopted Ordinance No. O29, Enactment No. 22-30 (“Ordinance  
20 No. O29”), authorizing the issuance of Taxable Industrial Revenue Bonds  
21 (Atrisco Solar LLC Project), Series 2022 (the “Bonds”) for the purpose of  
22 acquiring solar energy power generation equipment and facilities to be  
23 located within the corporate boundaries of the City, to be used by the  
24 Company for the generation of electrical energy (the “Project”); and  
25

26 **WHEREAS:** the form of lease agreement presented to the Governing Body in  
27 connection with its consideration and adoption of Ordinance No. O29  
28 included payments in lieu of taxes (“PILOT”) to each of the City, Rio  
29 Rancho Public Schools (“RRPS”) and Albuquerque Public Schools  
30 (“APS”) allocated according to the requirements of Section 3-32-6 NMSA  
31 1978 in effect at that time, which provided for allocation of equal shares of  
32 the portion of the PILOT payable to school districts to RRPS and APS;  
33 and  
34

35 **WHEREAS:** Section 3-32-6 NMSA 1978 was amended by the Legislature of the State,  
36 effective on April 5, 2023, to provide for that the PILOT payable to the  
37 school districts within the boundaries of the municipality is to be allocated  
38 as follows: fifty percent (50%) is to be allocated equally among all school  
39 districts in which the project is to be located; forty percent (40%) is to be  
40 allocated to each school district in proportion to the area of each school  
41 district within the municipality; and ten percent (10%) allocated to the  
42 school districts in proportion to each school district’s student membership  
43 pursuant to the Public School Code reported on the second and third  
44 reporting dates for the most recent school year for which data is available

1 as of the date of issuance of the bonds; and

2  
3 **WHEREAS:** the Governing Body has determined that it is necessary to approve PILOT  
4 allocations to RRPS and APS which are consistent with Section 3-32-6  
5 NMSA 1978, as amended; and

6  
7 **WHEREAS:** the Governing Body has determined that it is appropriate and advisable to  
8 authorize the Mayor of the City to execute and deliver the Bonds with a  
9 series designation that corresponds to the year in which the Bonds are  
10 executed and delivered; and

11  
12 **WHEREAS:** the Governing Body intends that, except as expressly provided in this  
13 Amendatory Ordinance, all provisions of Ordinance O29 shall remain  
14 effective; and

15  
16 **WHEREAS:** there has been published in Rio Rancho Observer, a newspaper of  
17 general circulation in the City, public notice of the City Council's intention  
18 to adopt this Amendatory Ordinance, which notice was published at least  
19 fourteen (14) days prior to final action upon this Bond Ordinance.

20  
21 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
22 **RIO RANCHO:**

23  
24 **Section 1. Ratification.** All actions not inconsistent with the provisions of this  
25 Amendatory Ordinance previously taken by the City Council and the officials of the City  
26 directed toward approval of the issuance and sale of the Bonds be approved and the  
27 same hereby are ratified, approved and confirmed.

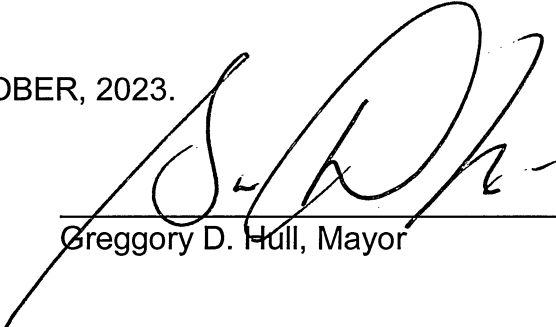
28  
29 **Section 2. Amendment of Approval of Form of Lease Agreement.** The form of  
30 Lease Agreement approved in Ordinance O29 is hereby amended to delete the PILOT  
31 payment schedule attached as Exhibit D thereto, and to substitute in its place the PILOT  
32 payment schedule (Solar PILOT Payments Schedule) presented to the Governing Body  
33 in connection with its consideration of this Amendatory Ordinance.

34  
35 **Section 3. Delegation of Authority to Execute and Deliver Bonds with Updated**  
36 **Series Designation.** The Mayor is hereby authorized to execute and deliver the Bonds  
37 with a series designation that corresponds to the year in which execution and delivery of  
38 the Bonds occurs.

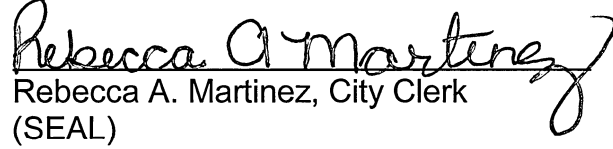
39  
40 **Section 4. Ordinance No. O29 Otherwise not Amended.** Except as expressly  
41 provided herein, all other provisions of Ordinance No. O29 shall remain effective.

42  
43 **Section 5. Recording; Authentication; Publication; Effective Date.** This Ordinance,  
44 immediately upon its final passage and approval, shall be authenticated by the signature  
45 of the Mayor, and by the signature of the City Clerk or any Deputy City Clerk, and shall  
46 be recorded in the Ordinance book of the City, kept for that purpose, and shall be in full  
47 force and in effect ten days after adoption, and notice of adoption thereof shall be  
48 published once in a newspaper which maintains an office in, and is of general circulation  
49 in the City.

1 ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

2  
3  
4  
5   
6 \_\_\_\_\_  
7 Gregory D. Hull, Mayor

8 ATTEST:

9   
10 \_\_\_\_\_  
11 Rebecca A. Martinez, City Clerk  
12 (SEAL)  
13

**EXHIBIT D**

**PILOT PAYMENTS  
SOLAR PILOT PAYMENTS**

<b>Year</b>	<b>Total PILOT</b>	<b>City Portion</b>	<b>Percent Payable to School Districts</b>	<b>APS</b>	<b>RRPS</b>
1	\$50,588.24	\$35,569.71	\$15,018.53	\$9,648.17	\$5,370.36
2	\$480,588.24	\$337,912.22	\$142,676.02	\$91,657.61	\$51,018.41
3	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
4	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
5	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
6	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
7	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
8	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
9	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
10	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
11	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
12	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
13	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
14	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
15	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
16	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
17	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
18	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
19	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
20	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
21	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
22	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
23	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77

24	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
25	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
26	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
27	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
28	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
29	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77
30	\$531,176.47	373,481.93	\$157,694.54	\$101,305.78	\$56,388.77

1



## CITY OF RIO RANCHO COVER PAGE

**Legislation Item: O20**

**AGENDA DATE:**

October 26, 2023

**DEPARTMENT:**

Financial Services

**SUBJECT:**

O20, Ordinance Amending Chapter 36, Finance and Revenue, Sections 36.05 through 36.08

**BACKGROUND AND ANALYSIS:**

Second reading of an Ordinance. The Governing Body approved the first reading of the Ordinance at their October 12, 2023 meeting.

Sections 36.05 through 36.08 of Municipal Code address various financial operations of the City. Specifically addressed are certain limitations on expenditures, requirements of recording and reporting on the City's finances, the payment of City funds, and audit requirements. These sections have not been updated in more than 30 years and require clarification and modification to ensure consistency with modern technology and processes, as well as the requirements of the Office of the State Auditor.

The changes are summarized below:

- Section 36.05 - addresses multi-year contracts and compliance with the Bateman Act, NMSA § 6-6-11 as amended.
- Section 36.06 - addresses public availability of annual financial reports which are posted on the City's website, adds language to allow for electronic payments (i.e., wire and ACH) and associated requirements.
- Section 36.07 - no changes proposed.
- Section 36.08 - modifies contracting and payment for the City's independent auditors to align with the requirements of the State Auditor Rule (2.2.2.1 - 2.2.2.16 NMAC) and State Statute, (NMSA §§ 12-6-1 to 12-6-15 as amended).

Legal notification of the second reading of the Ordinance was published in the October 17, 2023 edition of the ABQ Journal.

**IMPACT:**

The proposed amendments will clarify and modernize the Municipal Code to enable compliant use of current technologies.

**ALTERNATIVES:**

Approve the Ordinance

Do not approve the Ordinance.

DEPARTMENT RECOMMENDATION:

Staff is recommending approval of the Ordinance.

ATTACHMENT: [Ordinance](#)

ATTACHMENT: [O20 - Signed](#)



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO.**

**ENACTMENT NO.**

**ORDINANCE AMENDING CHAPTER 36, FINANCE AND REVENUE, SECTIONS  
36.05 THROUGH 36.08**

**WHEREAS:** the City of Rio Rancho has adopted an ordinance outlining requirements for various financial processes; and

**WHEREAS:** Chapter 36, Finance and Revenue, Sections 36.05 through 36.08, of the City's Municipal Code have not been updated in more than 30 years; and

**WHEREAS:** City staff continues to evaluate the City's financial processes to identify areas to create efficiencies while maintain sound internal controls, best practices and complying with State requirements; and

**WHEREAS:** the language in the City's Municipal Code should be clarified and modernized to support compliance with State Statute, the New Mexico Administrative Code and use of modern technologies.

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

**Section 1.** Title III, Chapter 36, Sections 36.05 through 36.08, R.O. 2003, is hereby amended as follows (strikethrough deleted text and underline new text):

**36.05 EXPENDITURES LIMITED TO INCOME.**

The governing body shall not indebt or contract to indebt the city for debts of any kind or nature which cannot be paid by the end of the current fiscal year out of money actually collected and belonging to the then-current fiscal year in compliance with the Bateman Act NMSA § 6-6-11, as amended. ~~This section policy shall not apply to insurance contracts not exceeding five years or to lease/purchase agreements or lease agreements exemptions of the Bateman Act included in NMSA § 6-6-12, as amended.~~ If it is in the best interest of the City, and the City has reasonable assurance that sufficient revenue can be appropriated, the City may enter into multi-year contracts subject to the requirements and limitations of the Procurement Code and contingent upon sufficient appropriations being made therefor by the Governing Body.

**36.06 FINANCIAL RECORDS AND REPORTS.**

(A) The Treasurer shall establish financial accounts, records, reports and procedures in accordance with generally accepted accounting principles and the policies established by the governing body. The Treasurer shall conform to the rules and regulations established by the local government division of the State Department of Finance and Administration, shall keep all books, records and accounts in the form prescribed by the division and the governing body, and shall make all reports as may be required by the division, the Mayor and the City Council. The Treasurer shall prepare annually, at the close of the fiscal year, a financial report showing the receipts, expenditures and balances of each fund. A copy

1 of the financial report shall be ~~filed in the City Clerk's office as a public record.~~ made  
2 available to the public.

3  
4 (B) The Treasurer shall maintain a cash book wherein shall be entered daily, in detail, all  
5 items of receipts and disbursements of public money, and which shall be balanced daily  
6 so as to show the balance of public money on hand at the close of each day's business;  
7 and the cash book shall be a public record and shall be open to public inspection.  
8 Receipts shall be furnished as prescribed by NMSA § 3-37-4, as amended.

9  
10 ~~(C)(1) No p~~ Payment of funds shall be made ~~except~~ upon a warrant of the municipality or  
11 by an authorized electronic payment method. A warrant shall be signed by the Mayor or  
12 ~~his~~ their authorized representative, and countersigned by the City Treasurer or as  
13 prescribed by the Uniform Facsimile Signature of Public Officials Act, NMSA §§ 6-9-  
14 1 to 6-9-6. An electronic payment may be authorized by the Treasurer or their  
15 authorized representative. A warrant or electronic payment shall state the:

16  
17 (a) Account or account number to which the warrant or electronic payment is  
18 payable; and

19  
20 (b) Name of the person ~~to whom the warrant is payable~~ payee for which the  
21 warrant or electronic payment is issued.

22  
23 (2) ~~The finance officer~~ Treasurer shall keep a record of all warrants and electronic  
24 payments issued. The record shall show the:

25  
26 (a) ~~Number of the warrant~~ A unique number identifying the warrant or  
27 electronic payment;

28  
29 (b) Date it was issued;

30  
31 (c) Amount of the warrant or electronic payment;

32  
33 (d) Account to which the warrant or electronic payment is chargeable; and

34  
35 (e) Name of the person ~~to whom the warrant was issued~~ payee for which the  
36 warrant or electronic payment was issued.

37  
38 **36.07 DEPOSITS AND INVESTMENTS.**

39 Under direction of the governing body serving as the Board of Finance, the Treasurer  
40 shall deposit and invest municipal funds as authorized and permitted by state statute.

41  
42 **36.08 ANNUAL INDEPENDENT AUDIT.**

43 Annually, following the close of the fiscal year, the governing body shall contract with an  
44 independent auditor of its choice, approved by the State Auditor, or with the State  
45 Auditor's staff; ~~for~~ if an independent auditor is used, progress payments paid by the City  
46 shall be made in accordance with the Audit Act, NMSA §§ 12-6-1 to 12-6-15 as amended,  
47 and the State Auditor Rule, 2.2.2 NMAC (5/14/1971, as amended through 3/28/2023). ~~of~~  
48 ~~the city finances. No payment shall be made to an independent auditor for work in~~  
49 ~~progress unless authorized by the State Auditor.~~ Final payment shall not be made until  
50 the State Auditor has issued a determination and written finding that the audit has been

1 made in a competent manner in accordance with the contract and applicable regulations  
2 by the State Auditor and pursuant to the requirements of the Audit Act, NMSA §§ 12-6-1  
3 to 12-6-15 as amended, and the State Auditor Rule, 2.2.2 NMAC (5/14/1971, as amended  
4 through 3/28/2023). The governing body may, as it deems necessary, contract for special  
5 independent audits conducted in accordance with regulations established by the State  
6 Auditor and with generally accepted audit standards.

7  
8 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of this  
9 Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated  
10 hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the  
11 invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision  
12 shall not affect the validity of the remaining portions of this Ordinance or the regulation so  
13 challenged.

14  
15 **Section 3. Compiling Clause.** This Ordinance shall be incorporated in and compiled  
16 as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

17  
18 **Section 4. Effective Date.** This Ordinance shall become effective ten days after  
19 adoption.

20  
21 ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

22  
23  
24 \_\_\_\_\_  
25 Gregory D. Hull, Mayor  
26

27  
28 ATTEST:

29  
30 \_\_\_\_\_  
31 Rebecca A. Martinez, City Clerk  
32 (SEAL)



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO. 20**

**ENACTMENT NO. 23-21**

**ORDINANCE AMENDING CHAPTER 36, FINANCE AND REVENUE, SECTIONS  
36.05 THROUGH 36.08**

**WHEREAS:** the City of Rio Rancho has adopted an ordinance outlining requirements for various financial processes; and

**WHEREAS:** Chapter 36, Finance and Revenue, Sections 36.05 through 36.08, of the City's Municipal Code have not been updated in more than 30 years; and

**WHEREAS:** City staff continues to evaluate the City's financial processes to identify areas to create efficiencies while maintain sound internal controls, best practices and complying with State requirements; and

**WHEREAS:** the language in the City's Municipal Code should be clarified and modernized to support compliance with State Statute, the New Mexico Administrative Code and use of modern technologies.

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

**Section 1.** Title III, Chapter 36, Sections 36.05 through 36.08, R.O. 2003, is hereby amended as follows (strikethrough deleted text and underline new text):

**36.05 EXPENDITURES LIMITED TO INCOME.**

The governing body shall not indebt or contract to indebt the city for debts of any kind or nature which cannot be paid by the end of the current fiscal year out of money actually collected and belonging to the then-current fiscal year in compliance with the Bateman Act NMSA § 6-6-11, as amended. This section ~~policy~~ shall not apply to ~~insurance contracts not exceeding five years or to lease/purchase agreements or lease agreements exemptions of the Bateman Act included in NMSA § 6-6-12, as amended.~~ If it is in the best interest of the City, and the City has reasonable assurance that sufficient revenue can be appropriated, the City may enter into multi-year contracts subject to the requirements and limitations of the Procurement Code and contingent upon sufficient appropriations being made therefor by the Governing Body.

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1 of the financial report shall be ~~filed in the City Clerk's office as a public record~~ made  
2 available to the public.

3  
4 (B) The Treasurer shall maintain a cash book wherein shall be entered daily, in detail, all  
5 items of receipts and disbursements of public money, and which shall be balanced daily  
6 so as to show the balance of public money on hand at the close of each day's business;  
7 and the cash book shall be a public record and shall be open to public inspection.  
8 Receipts shall be furnished as prescribed by NMSA § 3-37-4, as amended.

9  
10 ~~(C)(1) No p~~ Payment of funds shall be made ~~except upon a warrant of the municipality or~~  
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15 authorized representative. A warrant or electronic payment shall state the:

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17 (a) Account or account number to which the warrant or electronic payment is  
18 payable; and

19  
20 (b) Name of the person ~~to whom the warrant is payable~~ payee for which the  
21 warrant or electronic payment is issued.

22  
23 (2) ~~The finance officer~~ Treasurer shall keep a record of all warrants and electronic  
24 payments issued. The record shall show the:

25  
26 (a) ~~Number of the warrant~~ A unique number identifying the warrant or  
27 electronic payment;

28  
29 (b) Date it was issued;

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31 (c) Amount of the warrant or electronic payment;

32  
33 (d) Account to which the warrant or electronic payment is chargeable; and

34  
35 (e) Name of the person ~~to whom the warrant was issued~~ payee for which the  
36 warrant or electronic payment was issued.

37  
38 **36.07 DEPOSITS AND INVESTMENTS.**

39 Under direction of the governing body serving as the Board of Finance, the Treasurer  
40 shall deposit and invest municipal funds as authorized and permitted by state statute.

41  
42 **36.08 ANNUAL INDEPENDENT AUDIT.**

43 Annually, following the close of the fiscal year, the governing body shall contract with an  
44 independent auditor of its choice, approved by the State Auditor, or with the State  
45 Auditor's staff, ~~for~~ if an independent auditor is used, progress payments paid by the City  
46 shall be made in accordance with the Audit Act, NMSA §§ 12-6-1 to 12-6-15 as amended,  
47 and the State Auditor Rule, 2.2.2 NMAC (5/14/1971, as amended through 3/28/2023). ~~of~~  
48 ~~the city finances. No payment shall be made to an independent auditor for work in~~  
49 ~~progress unless authorized by the State Auditor. Final payment shall not be made until~~  
50 ~~the State Auditor has issued a determination and written finding that the audit has been~~

1 made in a competent manner in accordance with the contract and applicable regulations  
2 by the State Auditor and pursuant to the requirements of the Audit Act, NMSA §§ 12-6-1  
3 to 12-6-15 as amended, and the State Auditor Rule, 2.2.2 NMAC (5/14/1971, as amended  
4 through 3/28/2023). The governing body may, as it deems necessary, contract for special  
5 independent audits conducted in accordance with regulations established by the State  
6 Auditor and with generally accepted audit standards.

7  
8 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of this  
9 Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated  
10 hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the  
11 invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision  
12 shall not affect the validity of the remaining portions of this Ordinance or the regulation so  
13 challenged.

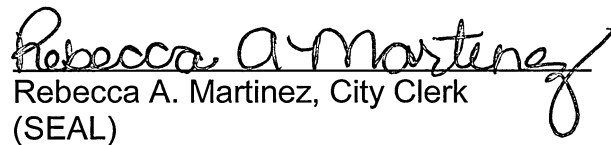
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15 **Section 3. Compiling Clause.** This Ordinance shall be incorporated in and compiled  
16 as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

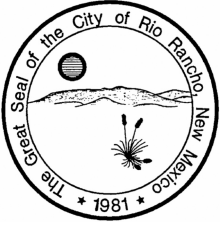
17  
18 **Section 4. Effective Date.** This Ordinance shall become effective ten days after  
19 adoption.

20  
21 ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

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32  
  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: O21**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Development Services

**SUBJECT:**  
O21, Ordinance Amending Chapter 154, Planning and Zoning, for the Addition of Off-Premises Advertising Signs to Section 154.45; Providing for Severability and an Effective Date

**BACKGROUND AND ANALYSIS:**

Second reading of an Ordinance. The Governing Body approved the first reading of the Ordinance at their October 12, 2023 meeting.

The City of Rio Rancho, seeks to amend R.O. 2003 Chapter 154 *Planning and Zoning* for the addition of Off-Premises Digital Advertising Signs to Section 154.45, being moved from its existent location in R.O. 2003 Chapter 156.33.

Concurrently, the City of Rio Rancho is seeking a repeal and replacement to City of Rio Rancho Code of Ordinances (R.O. 2003) Chapter 156 *Sign Regulations* (Case # 22-105-00002). After careful consideration, it was determined by staff during the process of updating Chapter 156 that the off-premises advertising sign standards (also known as digital billboards) located in Chapter 156 would be better placed in Chapter 154 Planning and Zoning. Staff came to this conclusion, as off-premises signage represents in itself a distinct land use, which requires a conditional use permit in order to be initially established. Subsequently, off-premises digital advertising signs are subject to conditional use permit reapproval every ten (10) years. This allows staff to ensure compliance with all off-premises advertising sign provisions, as well as to assess if the site or site conditions are no longer suited for the off-premises sign.

Staff has not proposed any changes to off-premises advertising sign standards; however, all references to directional kiosk signs have been removed from this section, as the directional kiosk sign type will not exist moving forward.

Off-Premises Digital Advertising Signs are proposed to be moved to Section 154.45 of Chapter 154. Below is the proposed section:

Section 154.45 Off-Premises Advertising Signs:

(A) Off-premises digital advertising signs are considered a distinct land use and shall be approved via the conditional use permit process or administratively as set forth herein.

1. A conditional use permit is required for a digital off-premises sign and shall be valid for 10 years. A new application shall be required thereafter.
2. Criteria to deny approval of a conditional use permit may include but are not limited to the following:

(a) The conditional use permit for the sign is in conflict with the safety and general welfare of the city.

(b) The conditional use is not in conformance with the comprehensive plan or other approved master plans.

(c) A change in community conditions directly related to off-premises advertising.

(B) Off-premises digital advertising signs are permitted on nonresidential, private property and public property, excluding all right-of-way areas, within the area identified herein as the Off-Premises Advertising Overlay Zone (OAOZ). The overlay zone is as follows:

1. Within 75 feet of the east or west right-of-way lines of NM 528/Pat D'Arco Highway from the southern city limit to US HWY 550.
2. Within 75 feet of the south right-of-way line of US HWY 550 between NM 528/Pat D'Arco Highway and the alignment for the Northwest Loop Road.
3. Within 75 feet of the right-of-way lines of Paseo Del Volcan between Unser Boulevard to US HWY 550.
4. Within 75 feet north or south of the right-of-way lines of Southern Boulevard between NM 528/Pat D'Arco Highway and Unser Boulevard.
5. Within 75 feet east or west of the right-of-way lines of Unser Boulevard from the southern city limit to Progress Boulevard.

(C) Off-premises digital advertising signs permitted in this section shall be in accordance with the following criteria:

1. Signs shall be in accordance with the following:
  - (a) A maximum of 11x22: 242 square feet.
  - (b) Twenty-four-foot maximum height.
2. Both sides of a sign shall have copy. Embellishments and animation are prohibited.
3. When within 100 feet of an elevated roadway, the height measured from the bottom of the sign may be a maximum of 10 feet above the elevated roadway.
4. Electronic video display signs shall have an automated dimming feature (photocell) to adjust for lower light and night conditions.
5. Signs shall be located in a nonvehicular area or within a landscape planter.
6. A minimum separation of 10,560 feet is required between off-premises signs located on the same side of a street and a separation of 5,280 feet is required from another off-premises sign located on the opposite side of a street. A minimum separation of 300 feet (including rights-of-way) from single-family residential development shall be maintained. No off-premises advertising sign shall be located within 100 feet of an on-premises sign located on another parcel. The off-premises advertising company shall provide a survey stamped by a registered surveyor or engineer verifying the aforementioned distance separations.
7. Off-premises advertising signs shall be maintained and shall be administratively reviewed on an annual basis to ensure sign maintenance.
8. Failure to maintain signs shall result in a public hearing if applicable before the Planning and Zoning Board to determine the appropriateness of continuing the use.
9. The support structure shall be skirted with a decorative base.

The Planning and Zoning Board recommends the Governing Body find that off-premises digital advertising sign regulations fit more appropriately in Chapter 154 of the City of Rio Rancho Code of Ordinances (R.O. 2003). Separating off-premises signage standards from all other sign regulations clearly demonstrates off-premises signage as an independent land use, to be reviewed and permitted as per the section standards.

#### NOTIFICATIONS:

A legal notification was published in the September 27, 2023 edition of the Albuquerque Journal.

Legal notification of the second reading of this ordinance was also published in the October 17, 2023 edition of the Albuquerque Journal.

**IMPACT:**

The Planning and Zoning Board recommends approval of the addition of Section 154.45 Off-Premises Advertising Signs to City of Rio Rancho Code of Ordinances Title XV Land Use Chapter 154 Planning and Zoning to the Governing Body, subject to the findings and conditions set forth below:

**General Findings of Fact:**

1. The Governing Body may review and approve the request for an amendment to R.O. 2003 Chapter 154 Planning and Zoning providing for the addition of R.O. 2003 § 154.45 Off-Premises Advertising Signs.
2. The City has the authority to make an application to request an amendment to R.O. 2003 Chapter 154 Planning and Zoning.
3. The applicant and affected property owners received due process, as proper notice and an opportunity to present views was given.

**Specific Findings of Fact:**

1. The proposed text amendment to R.O. 2003 § provides for the addition of Section 154.45 Off-Premises Advertising Signage.
2. The addition of Section 154.45 Off-Premises Signs does not conflict with the intent of City of Rio Rancho Code of Ordinances Title XV Land Use R.O. 2003 Chapter 156 Sign Regulations.
3. The proposed text amendment is consistent with the goals and elements of the Comprehensive Plan.

**ALTERNATIVES:**

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

**DEPARTMENT RECOMMENDATION:**

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

ATTACHMENT: [Ordinance](#)

ATTACHMENT: [154.45 Off-Premises Advertising Signs](#)

ATTACHMENT: [Legal Ad](#)

ATTACHMENT: [O21 - Signed](#)



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO.**

**ENACTMENT NO.**

**ORDINANCE AMENDING CHAPTER 154, PLANNING AND ZONING, FOR THE  
ADDITION OF OFF-PREMISES ADVERTISING SIGNS TO SECTION 154.45;  
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS:** the Governing Body finds that off-premises advertising signs, also known as billboards, constitute a distinctive land use belonging in Chapter 154; and

**WHEREAS:** in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 33.15 (C) (2) (f) on October 10, 2023, the City of Rio Rancho Planning and Zoning Board reviewed the proposed amendment in a duly noticed public hearing regarding the proposed changes, and made these recommendations to the Governing Body regarding adoption of the changes; and

**WHEREAS:** the Governing Body received a report from the Planning and Zoning Board, and such report indicates the Planning and Zoning Board has studied and considered the proposed changes; and

**WHEREAS:** public hearings occurred, in accordance with procedures set forth in R.O. 2003 Section 150.07, and NMSA 1978 Section 3-21-6, on the proposed text amendment hereinafter described were duly advertised and held by the Governing Body of the City of Rio Rancho on October 12, 2023 (First Reading) and October 26, 2023 (Second and Final Reading), and the Governing Body heard interested parties and citizens for and against the proposed text amendment; and

**WHEREAS:** the proposed text amendment to be adopted by this Ordinance complies with the statutory and regulatory requirements of the aforesaid Code of Ordinances and Statutes, and upon specific findings and determination that the proposed text amendment is consistent with the policies and criteria set forth in R.O. 2003, the Governing Body finds that the text amendment promotes the health, safety, morals, and general welfare of the City.

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

**Section 1.** Section 154.45 OFF-PREMISES ADVERTISING SIGNS (B) is hereby added to Chapter 154 as the following:

1 154.45 Off-Premises Advertising Signs.

2  
3 (A) Off-premises advertising signs are considered a distinct land use and shall be  
4 approved via the conditional use permit process or administratively as set forth herein.

5  
6 (1) A conditional use permit is required for a digital off-premises sign and shall  
7 be valid for 10 years. A new application shall be required thereafter.

8  
9 (2) Criteria to deny approval of a conditional use permit may include but are  
10 not limited to the following:

11  
12 (a) The conditional use permit for the sign is in conflict with the safety and  
13 general welfare of the city.

14  
15 (b) The conditional use is not in conformance with the comprehensive plan or  
16 other approved master plans.

17  
18 (c) A change in community conditions directly related to off-premises  
19 advertising.

20  
21 (B) Off-premises digital advertising signs are permitted on nonresidential, private  
22 property and public property, excluding all right-of-way areas, within the area identified  
23 herein as the Off-Premises Advertising Overlay Zone (OAOZ). The overlay zone is as  
24 follows:

25  
26 (1) Within 75 feet of the east or west right-of-way lines of NM 528/Pat D'Arco  
27 Highway from the southern city limit to US HWY 550.

28  
29 (2) Within 75 feet of the south right-of-way line of US HWY 550 between NM  
30 528/Pat D'Arco Highway and the alignment for the Northwest Loop Road.

31  
32 (3) Within 75 feet of the right-of-way lines of Paseo Del Volcan between  
33 Unser Boulevard to US HWY 550.

34  
35 (4) Within 75 feet north or south of the right-of-way lines of Southern  
36 Boulevard between NM 528/Pat D'Arco Highway and Unser Boulevard.

37  
38 (5) Within 75 feet east or west of the right-of-way lines of Unser Boulevard  
39 from the southern city limit to Progress Boulevard.

40  
41 (C) Off-premises digital advertising signs permitted in this section shall be in  
42 accordance with the following criteria:

43  
44 (1) Signs shall be in accordance with the following:

45  
46 (a) A maximum of 11x22: 242 square feet.

47  
48 (b) Twenty-four-foot maximum height.

49  
50 (2) Both sides of a sign shall have copy. Embellishments and animation are  
51 prohibited.

1 (3) When within 100 feet of an elevated roadway, the height measured from  
2 the bottom of the sign may be a maximum of 10 feet above the elevated roadway.

3  
4 (4) Electronic video display signs shall have an automated dimming feature  
5 (photocell) to adjust for lower light and night conditions.

6  
7 (5) Signs shall be located in a nonvehicular area or within a landscape  
8 planter.

9  
10 (6) A minimum separation of 10,560 feet is required between off-premises  
11 signs located on the same side of a street and a separation of 5,280 feet is  
12 required from another off-premises sign located on the opposite side of a street. A  
13 minimum separation of 300 feet (including rights-of-way) from single-family  
14 residential development shall be maintained. No off-premises advertising sign shall  
15 be located within 100 feet of an on-premises sign located on another parcel. The  
16 off-premises advertising company shall provide a survey stamped by a registered  
17 surveyor or engineer verifying the aforementioned distance separations.

18  
19 (7) Off-premises advertising signs shall be maintained and shall be  
20 administratively reviewed on an annual basis to ensure sign maintenance.

21  
22 (8) Failure to maintain signs shall result in a public hearing if applicable before  
23 the Planning and Zoning Board to determine the appropriateness of continuing the  
24 use.

25  
26 (9) The support structure shall be skirted with a decorative base.

27  
28 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of  
29 this Ordinance, or any section, paragraph, clause, or provision of any regulation  
30 promulgated hereunder shall for any reason be held to be invalid, unlawful, or  
31 enforceable, the invalidity, illegality, or unenforceability of such section, paragraph,  
32 clause, or provision shall not affect the validity of the remaining portions of this  
33 Ordinance or the regulation so challenged.

34  
35 **Section 3. Compiling Clause.** This Ordinance shall be incorporated in and compiled  
36 as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

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

40  
41  
42 ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

43  
44  
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46 \_\_\_\_\_  
47 Gregory D. Hull, Mayor  
48  
49  
50

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5  
6

ATTEST:

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Rebecca A. Martinez, City Clerk  
(SEAL)

**154.45 Off-Premises Advertising Signs.**

(A) Off-premises advertising signs are considered a distinct land use and shall be approved via the conditional use permit process or administratively as set forth herein.

- (1) A conditional use permit is required for a digital off-premises sign and shall be valid for 10 years. A new application shall be required thereafter.
- (2) Criteria to deny approval of a conditional use permit may include but are not limited to the following:
  - (a) The conditional use permit for the sign is in conflict with the safety and general welfare of the city.
  - (b) The conditional use is not in conformance with the comprehensive plan or other approved master plans.
  - (c) A change in community conditions directly related to off-premises advertising.

(B) Off-premises digital advertising signs are permitted on nonresidential, private property and public property, excluding all right-of-way areas, within the area identified herein as the Off-Premises Advertising Overlay Zone (OAOZ). The overlay zone is as follows:

- (1) Within 75 feet of the east or west right-of-way lines of NM 528/Pat D'Arco Highway from the southern city limit to US HWY 550.
- (2) Within 75 feet of the south right-of-way line of US HWY 550 between NM 528/Pat D'Arco Highway and the alignment for the Northwest Loop Road.
- (3) Within 75 feet of the right-of-way lines of Paseo Del Volcan between Unser Boulevard to US HWY 550.
- (4) Within 75 feet north or south of the right-of-way lines of Southern Boulevard between NM 528/Pat D'Arco Highway and Unser Boulevard.
- (5) Within 75 feet east or west of the right-of-way lines of Unser Boulevard from the southern city limit to Progress Boulevard.

(C) Off-premises digital advertising signs permitted in this section shall be in accordance with the following criteria:

- (1) Signs shall be in accordance with the following:
  - (a) A maximum of 11x22: 242 square feet.
  - (b) Twenty-four-foot maximum height.
- (2) Both sides of a sign shall have copy. Embellishments and animation are prohibited.

- (3) When within 100 feet of an elevated roadway, the height measured from the bottom of the sign may be a maximum of 10 feet above the elevated roadway.
- (4) Electronic video display signs shall have an automated dimming feature (photocell) to adjust for lower light and night conditions.
- (5) Signs shall be located in a nonvehicular area or within a landscape planter.
- (6) A minimum separation of 10,560 feet is required between off-premises signs located on the same side of a street and a separation of 5,280 feet is required from another off-premises sign located on the opposite side of a street. A minimum separation of 300 feet (including rights-of-way) from single-family residential development shall be maintained. No off-premises advertising sign shall be located within 100 feet of an on-premises sign located on another parcel. The off-premises advertising company shall provide a survey stamped by a registered surveyor or engineer verifying the aforementioned distance separations.
- (7) Off-premises advertising signs shall be maintained and shall be administratively reviewed on an annual basis to ensure sign maintenance.
- (8) Failure to maintain signs shall result in a public hearing if applicable before the Planning and Zoning Board to determine the appropriateness of continuing the use.
- (9) The support structure shall be skirted with a decorative base.

ALBUQUERQUE PUBLISHING COMPANY

7777 Jefferson St. NE, Albuquerque, NM 87109

**Account Number**  
1010956

**Ad Order Number**  
0001578816

**Ad Proof/Order Confirmation**

CITY OF RIO RANCHO  
ATTN: ACCOUNTS PAYABLE  
3200 CIVIC CENTER CIR NE  
RIO RANCHO, NM 871444501 USA

**Ordered By** Sharon Bitah

**Customer Phone** 5058915005

**Joint Ad #**

**Customer Email** sbitah@rrnm.gov

**PO Number** 240051

**Ad Cost** \$134.68

**Sales Rep** wschult

**Tax Amount** \$10.27

**Order Taker** wschult

**Total Amount** \$144.95

To pay by Credit Card or ACH: Click on the link below or enter online through your browser.

**Amount Paid** \$0.00

<https://securepayment.link/abqjournal/>

**Amount Due** \$144.95

**Affidavits** 0

**Pick Up #**

**Product** Albuquerque Journal

**Placement** 0Legal Notices

**Ad Number** 0001578816-01

**Classification** 0Non-government

**Ad Type** 0 Legal Liner

**Sort Text** CITYOFRIORANCHOPUBLICHEARING  
NOTICETHEGOVERNINGBODYOFTH  
ECITYOFRIORANCHONMWILLCONSI  
DERTHEFOLLOWINGMATTERATITSR  
EGULARLYSCHEDULEDMEETI

**Ad Size** 1 X 136 li

**Color**

**Run Date**

09/27/2023  
09/27/2023  
09/27/2023

**WYSIWYG Content**



**CITY OF RIO RANCHO  
PUBLIC HEARING NOTICE**

The GOVERNING BODY of the CITY OF RIO RANCHO, NM, will consider the following matter at its regularly scheduled meeting on Thursday, October 12, 2023 at 6:00 pm:

**Text Amendment  
Case #23-105-00003**

The applicant, City of Rio Rancho, requests to amend City of Rio Rancho Code of Ordinances (R.O. 2003) Chapter 154 Planning and Zoning for the addition of Section 154.45 Off-Premises Advertising Signs. This is the first reading of the proposed text amendment.

**Text Amendment  
Case #22-105-00002**

The applicant, City of Rio Rancho, requests a text amendment to repeal and replace City of Rio Rancho Code of Ordinances (R.O. 2003) Chapter 156 Sign Regulations. This is the first reading of the proposed text amendment.

**Zone Map Amendment  
Case #23-100-00006**

The applicant, Outer Rim Investments, Inc., requests a Zone Map Amendment from Unzoned to R-1: Single Family Residential for the property legally described as Unit 7, Block 18, Lots 128-129, and 132-134. The subject property is approximately 2.5 acres.

**Zone Map Amendment  
Case #23-100-00005**

The applicant, J Jacob Enterprises, Inc., is requesting approval of a Zone Map Amendment from SU/C-1 and O-1 to SU/R-6, for the subject property legally described as U13, Blk 68, Lots 5, 6, 7, and 8. The properties total 4 acres and are located on the north side of Idalia Rd, west of Broadmoor Blvd.

**Specific Area Plan  
Amendment  
Case #23-410-00005**

The applicant, J Jacob Enterprises, Inc. requests approval of an amendment to the Lomas Negras Specific Area Plan.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at [www.rnm.gov](http://www.rnm.gov). Materials related to these items are available for viewing in the Development Services Department at City Hall.

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

Journal: September 27, 2023



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO. 21**

**ENACTMENT NO. 23-22**

**ORDINANCE AMENDING CHAPTER 154, PLANNING AND ZONING, FOR THE  
ADDITION OF OFF-PREMISES ADVERTISING SIGNS TO SECTION 154.45;  
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

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

**WHEREAS:** the Governing Body finds that off-premises advertising signs, also known as billboards, constitute a distinctive land use belonging in Chapter 154; and

**WHEREAS:** in accordance with Rio Rancho Code of Ordinances (R.O. 2003) Section 33.15 (C) (2) (f) on October 10, 2023, the City of Rio Rancho Planning and Zoning Board reviewed the proposed amendment in a duly noticed public hearing regarding the proposed changes, and made these recommendations to the Governing Body regarding adoption of the changes; and

**WHEREAS:** the Governing Body received a report from the Planning and Zoning Board, and such report indicates the Planning and Zoning Board has studied and considered the proposed changes; and

**WHEREAS:** public hearings occurred, in accordance with procedures set forth in R.O. 2003 Section 150.07, and NMSA 1978 Section 3-21-6, on the proposed text amendment hereinafter described were duly advertised and held by the Governing Body of the City of Rio Rancho on October 12, 2023 (First Reading) and October 26, 2023 (Second and Final Reading), and the Governing Body heard interested parties and citizens for and against the proposed text amendment; and

**WHEREAS:** the proposed text amendment to be adopted by this Ordinance complies with the statutory and regulatory requirements of the aforesaid Code of Ordinances and Statutes, and upon specific findings and determination that the proposed text amendment is consistent with the policies and criteria set forth in R.O. 2003, the Governing Body finds that the text amendment promotes the health, safety, morals, and general welfare of the City.

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

**Section 1.** Section 154.45 OFF-PREMISES ADVERTISING SIGNS (B) is hereby added to Chapter 154 as the following:

1 154.45 Off-Premises Advertising Signs.

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3 (A) Off-premises advertising signs are considered a distinct land use and shall be  
4 approved via the conditional use permit process or administratively as set forth herein.

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14 (b) The conditional use is not in conformance with the comprehensive plan or  
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16 (c) A change in community conditions directly related to off-premises  
17 advertising.

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19 (B) Off-premises digital advertising signs are permitted on nonresidential, private  
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21 herein as the Off-Premises Advertising Overlay Zone (OAOZ). The overlay zone is as  
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24 (1) Within 75 feet of the east or west right-of-way lines of NM 528/Pat D'Arco  
25 Highway from the southern city limit to US HWY 550.

26  
27 (2) Within 75 feet of the south right-of-way line of US HWY 550 between NM  
28 528/Pat D'Arco Highway and the alignment for the Northwest Loop Road.

29  
30 (3) Within 75 feet of the right-of-way lines of Paseo Del Volcan between  
31 Unser Boulevard to US HWY 550.

32  
33 (4) Within 75 feet north or south of the right-of-way lines of Southern  
34 Boulevard between NM 528/Pat D'Arco Highway and Unser Boulevard.

35  
36 (5) Within 75 feet east or west of the right-of-way lines of Unser Boulevard  
37 from the southern city limit to Progress Boulevard.

38  
39 (C) Off-premises digital advertising signs permitted in this section shall be in  
40 accordance with the following criteria:

41  
42 (1) Signs shall be in accordance with the following:

43  
44 (a) A maximum of 11x22: 242 square feet.

45 (b) Twenty-four-foot maximum height.

46  
47 (2) Both sides of a sign shall have copy. Embellishments and animation are  
48 prohibited.

49 (3) When within 100 feet of an elevated roadway, the height measured from  
50 the bottom of the sign may be a maximum of 10 feet above the elevated roadway.

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2 (4) Electronic video display signs shall have an automated dimming feature  
3 (photocell) to adjust for lower light and night conditions.

4  
5 (5) Signs shall be located in a nonvehicular area or within a landscape  
6 planter.

7  
8 (6) A minimum separation of 10,560 feet is required between off-premises  
9 signs located on the same side of a street and a separation of 5,280 feet is  
10 required from another off-premises sign located on the opposite side of a street. A  
11 minimum separation of 300 feet (including rights-of-way) from single-family  
12 residential development shall be maintained. No off-premises advertising sign shall  
13 be located within 100 feet of an on-premises sign located on another parcel. The  
14 off-premises advertising company shall provide a survey stamped by a registered  
15 surveyor or engineer verifying the aforementioned distance separations.

16  
17 (7) Off-premises advertising signs shall be maintained and shall be  
18 administratively reviewed on an annual basis to ensure sign maintenance.

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20 (8) Failure to maintain signs shall result in a public hearing if applicable before  
21 the Planning and Zoning Board to determine the appropriateness of continuing the  
22 use.

23  
24 (9) The support structure shall be skirted with a decorative base.

25  
26 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of this  
27 Ordinance, or any section, paragraph, clause, or provision of any regulation promulgated  
28 hereunder shall for any reason be held to be invalid, unlawful, or enforceable, the  
29 invalidity, illegality, or unenforceability of such section, paragraph, clause, or provision  
30 shall not affect the validity of the remaining portions of this Ordinance or the regulation so  
31 challenged.

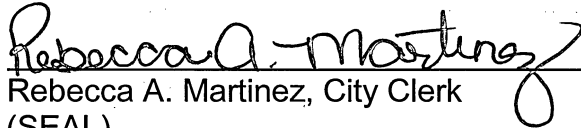
32  
33 **Section 3. Compiling Clause.** This Ordinance shall be incorporated in and compiled  
34 as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

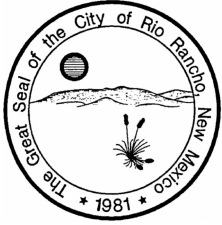
35  
36 **Section 4. Effective Date.** This Ordinance shall become effective at the expiration of  
37 ten days after adoption.

38  
39 ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

40  
41  
42   
43 \_\_\_\_\_  
44 Gregory D. Hull, Mayor

45  
46 ATTEST:

47   
48 \_\_\_\_\_  
49 Rebecca A. Martinez, City Clerk  
50 (SEAL)



**CITY OF RIO RANCHO  
COVER PAGE**

**Legislation Item: O22**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Development Services

**SUBJECT:**  
O22, Ordinance Repealing and Replacing Chapter 156, Sign Regulations; Providing for Severability and an Effective Date

**BACKGROUND AND ANALYSIS:**

Second reading of an Ordinance. The Governing Body approved the first reading of the Ordinance at their October 12, 2023 meeting.

The applicant, City of Rio Rancho, seeks to repeal and replace City of Rio Rancho Code of Ordinances (R.O. 2003) Title XV Land Uses Chapter 156 Sign Regulations.

This item came before the Planning and Zoning Board on Tuesday, September 26, 2023. The Planning and Zoning Board voted four (4) for and 0 against, to recommend approval of the Text Amendment to the Governing Body.

The current Chapter 156: Sign Regulations was adopted on August 10, 2011 via Ordinance No. 11-14, and amended by Ordinance No. 28, Enactment No.12-28 on September 26, 2012. The decision to revisit and amend the Sign Code was predicated by multiple factors, including: clearly defining both existing and new sign types, reorganizing information for easier public and staff use, and providing content neutral requirements for signs as stipulated by Supreme Court case *Reed vs. Gilbert*.

On February 2, 2021, an RFP for revisions to City of Rio Rancho Code of Ordinances Title XV Land Use Chapter 156 Sign Regulations was granted to Camiros, LTD. Subsequently, stakeholders were identified and interviewed by Camiros, LTD to direct and assess the needs for the sign code update. Stakeholders included the Rio Rancho Chamber of Commerce, City of Rio Rancho Development Services and legal staff, sign production companies, real estate agents, home builders, and the New Mexico Home Builders Association. The stakeholder interviews provided a framework to inform the direction for the proposed changes for Chapter 156. A matrix of the interviewed stakeholders is provided below:

<b>Stakeholder Name:</b>	<b>Organization/Affiliation:</b>	<b>Interview Time:</b>
Michelle Rohl	ERA Real Estate	April 27, 2022 8:00-8:45am MST
John Garcia	Homebuilders Association of NM	April 27, 2022 9:00-9:45am MST
Josh Rubin	City of Rio Rancho City Attorney	April 27, 2022 9:00-9:45am MST
Sandy Moran	Sign Art of NM	April 27, 2022 10:00-10:45am MST

Jerry Schalow	Rio Rancho Chamber of Commerce	April 27, 2022 11:00-11:45am MST
David Branch	City of Rio Rancho Code Enforcement	April 27, 2022 12:00-12:45pm MST
Angela King	City of Rio Rancho Planning and Zoning	April 27, 2022 2:00-2:45pm MST
Jeanie Springer Knight	Springer 5 Investments	April 27, 2022 3:00-3:45pm MST
Michael Seligman	Coldwell Banker Real Estate	April 29, 2022 8:00-8:45am MST
Tonya Buxton	DR Horton	April 29, 2022 9:00-9:45am MST
Fred Shepherd	Sandoval Economic Alliance	April 29, 2022 10:00-10:45am MST
Francisca Zimmerman-Hakes	Hakes Brothers	April 29, 2022 11:00-11:45am MST
Christian Venegas	Hakes Brothers	April 29, 2022 1:00-1:45pm MST

Following stakeholder interviews, Camiros, LTD and Development Services analyzed the feedback and determined how to best address the sign code update. From these interviews, stakeholders identified their biggest priorities:

- Make Chapter 156 clearer and more user-friendly for both the public and City staff.
- Maintain the business-friendly processes of Common and Master Sign Plans.
- Fix inconsistencies, discrepancies, and vagueness of terminology and requirements throughout Chapter 156.
- Address temporary signs in the right-of-way.
- Address sign content neutrality, as stipulated by Supreme Court Cases *Reed vs. Gilbert* and *Austin vs. Reagan*.
- Optimize flexibility for sign design requirements as appropriate.

Camiros, LTD proceeded to compose the updated draft ordinance for Chapter 156. Following completion of the first draft ordinance, Development Services worked with Camiros, LTD to make edits and revisions to the draft document.

After these rounds of revision, the draft ordinance was presented at the August 16, 2022 Governing Body Work Session. During the Work Session, it was determined that the draft ordinance needed further review time and additional edits to appropriately address the concerns of the Governing Body and Rio Rancho Chamber of Commerce.

Following the August 16 Governing Body Work Session, a Sign Code Working Group composed of Mayor Gregory Hull, District 4 City Councilor Paul Wymer, Planning and Zoning Board Chair Fred Radosevich, and Rio Rancho Chamber of Commerce member Kelly Wainwright began meeting regularly. City Manager Matt Geisel, Development Services Director Amy Rincon, Municipal Planner II Timothy Dvorak, Zoning Specialist Angela King and Camiros Principals Chris Jennette, and Artista Strungys staffed the meetings.

The Sign Code Working Group began regular, bi-weekly meetings beginning Wednesday, October 12, 2022 and concluding Wednesday, June 28, 2023. The role of this group was to analyze and discuss the Draft Sign Code line by line to ensure that the proposed regulations, alterations, and reorganizations made sense and reflected the overarching goals the City had identified. A table of the working group meetings and agenda topics discussed can be found in the applicable attachment.

[Proposed Chapter 156: Sign Regulations](#)

## 156.01 Title, Purpose, and Applicability

This section of Chapter 156 introduces the purpose and goals of the sign code, which focus around the health, safety, and welfare of the City, while providing for the preservation of the natural surrounding beauty and enhancing the economic climate for businesses throughout the City.

The Planning and Zoning Board recommends the Governing Body find this section duly reflects the goals of the City; Criteria is satisfied.

## 156.02 Definitions and Rules of Measurement

In the proposed draft, the definitions and measurement sections have been combined and moved to the front of the document. In the current Chapter 156, the definitions are at the end of the document in Appendix C, with rules for measurement currently located in Section 156.42, mid-way through the document.

Both staff, Camiros, and the working group agreed moving definitions and measurement standards to the beginning of the document makes the document more accessible and user-friendly, for both the public and staff.

New definitions were added to address sign types not currently in the code, as well as to clarify new and existing terms.

The most relevant additions/changes to definition terms can be seen below:

**Attention-Getting Device.** This term provides a catch-all for temporary signage designed to attract attention. Attention-getting devices comprise sails, pennants, banners, temporary flex pole signs, balloon and inflatable signs, and similar.

**Drive-In Restaurant.** Previously, drive-ins have not been defined. This is added to provide a framework for the newly-classified drive-in standards, which have been clarified and more defined.

**Flag.** Definition modified to exclude flags with messages commercial in nature.

**Flag, Commercial.** New definition provided to differentiate commercial flags from all other flag types.

**Multi-Tenant Commercial Center.** This definition replaces the previous term "Shopping Center." This definition is designed to work with the new definitions Sign, Multi-Tenant Commercial Center and Unified Sign Plan, which provide clearer direction for unified sign development in these areas.

**Nit.** New definition, illumination term added.

**Off-Premises Sign, Permanent.** Definition expanded. Permanent off-premises signs are also referred to as billboards, which have been determined to be a distinct land use better suited for Chapter 154 of the City of Rio Rancho Municipal Code.

**Off-Premises Sign, Temporary.** Previously not defined in the code. This definition covers all temporary signage which does not reflect a product, service, activity, event, etc. taking place at the property on which the sign is located. Examples include snipe and bandit signs.

**Sign, Blade.** New sign type, defined for the first time in this code.

**Sign, Canopy.** New sign type to differentiate canopy signs from awning signs. Canopy signs are

further broken down into two types: Canopy, non-structural and Canopy, structural to provide separate standards for canopy signs which are temporary and structurally independent from canopy signs which are integral to the structure they are attached to.

Sign, Drive-Through. New sign type providing further standards for drive-through signage.

Sign, Freestanding Pylon. This term has been modified and recategorized for ease of access and differentiation from freestanding monument signs.

Sign, Freestanding Monument. This term has also been modified and recategorized for ease of access and differentiation from freestanding pylon signs.

Sign, Gateway. New sign type added to code.

Sign, Government. Definition expanded for clarification on what constitutes a government sign. Of note, government signs do not include required legal notice by municipal codes and ordinances, which are not controlled by the sign code.

Sign, Multi-Tenant Commercial Center. New sign type added to address signage controlled in a shopping center, complimentary to the definition of Multi-Tenant Commercial Center.

Sign, Nonconforming. Definition expanded for nonconforming provisions.

Sign, Right-of-Way. New temporary sign type added to provide for signs duly permitted under the new right-of-way signage permitting standards.

Sign, Vehicle. New sign type providing for what constitutes a vehicle sign.

Sign, Wall - Standard. Wall signage terminology expanded to the categories of standard, painted, and projected types. Clarification provided in all wall sign types that window signage are not considered wall signs.

Sign, Wall - Painted. New sign type, which provides the parameters for what constitutes a painted wall sign. The current code does not address standards for painted wall signs.

Sign, Wall - Projected. New sign type, which provides the parameters for what constitutes a projected wall sign. This sign type is not addressed in the current code.

Sign, Window. Definition modified to provide expanded clarification on what constitutes a window sign.

Sign, Wrap. New sign type that addresses wrapped signage on construction sites, maintenance areas, etc.

Sign, Yard. New sign type to differentiate from temporary signage.

Unified Sign Plan. Updated process condensing the separate processes of the Common and Master sign plans, providing for a singular process which serves the function of both plan types.

## B. Rules of Measurement.

Signage measurement standards have been moved from the previous section in the current code (Section 156.42) to Section 156.02.

1. (A) Sign area measurement standards have been clarified for further context. (B) Window measurement provisions are new, providing for architectural considerations and window coverage parameters.
2. Sign height has been additionally clarified, but mirrors the current standards for sign height measurement.
3. Vertical clearance measurement provisions are new, vertical distance being measured from the ground directly below the sign to the lowest point of the sign.
4. Measurement of multiple sign faces have been clarified for easier measurement. Sign faces with an interior angle of 45 degrees or less are calculated as separate sign faces; sign faces with an interior angle greater than 45 degrees are calculated as the sum of both sign faces.
5. Frontage length measurement for standalone buildings and tenant spaces have been clarified. Frontage length is measured as the linear distance between the surfaces of the outermost parallel walls of a principal structure. Tenant space frontage is measured from centerline to centerline between party walls.
6. Measurement standards for sign setbacks remain unchanged.

The proposed expansions and clarifications to the definitions constitute a more usable and enforceable sign code. Reorienting definitions and rules of measurement to the beginning of the document additionally improves user accessibility and comprehension.

#### 156.03 Summary Table of Allowed Signs

This section provides for an updated signage table, addressing general permissions for sign types and whether or not they require a permit. In the current code, this table is presented as Appendix B near the end of the document. Both staff and the working group felt moving the summary table near the front of the document provided a better overview for both the public and staff when initially determining whether certain signage requires permitting or not.

Additionally, each sign type is notated with the applicable section of the code where the full standards for that sign type are located. This summary table is included for reference purposes only; in the case of any conflicts between the provisions of Chapter 156 and the summary table, the specific sign regulations shall control over this table.

This summary table section provides enhanced accessibility to the ordinance, providing an initial reference point for users of the document to orient themselves in the code and be directed to the specific information needed.

#### 156.04 General Standards

This section of the code outlines the general standards which signs shall abide by. This section first addresses sign exceptions (i.e., signage or similar which does not fall under the purview of this ordinance for permitting standards). This includes works of art without a commercial message, holiday decorations with no commercial message, public notices placed by government entities, and signs inside buildings not visible from the right-of-way.

Additionally, this section addresses location restrictions, sign audio components, sign illumination, construction standards, and required maintenance. These provisions mirror the function of the current code while providing for expansions in detail to each of these categories. Signs are not allowed to be erected or placed in any clear-sight triangle, any location which violates building or

fire code, or any area which prevents ingress or egress from a site or is placed on private property without property owner/agent consent. Audio components are prohibited, except in the case of drive-through signs for order communication, government-operated signs, or gas station pump video screens. Illumination standards remain in line with Chapter 159 of the City of Rio Rancho Municipal Code and State of New Mexico Night Sky Protection Act.

Construction standards address how signs are to be placed/erected, maintaining compliance with all building, electrical, and applicable codes. Standards for permitted materials for signs address the necessary materials and requirements for permanent and temporary signage. The required maintenance section has been expanded, with the additional maintenance provision that sign face changes, provided there are not changes to the structural or electrical components, do not require a sign permit.

Section H additionally addresses that permanent off-premises signage (digital billboards) are considered a distinct land use, and that these permanent off-premises sign regulations will move to Chapter 154 of the City of Rio Rancho Municipal Code.

These updated and expanded standards more readily address the current sign climate, while providing for more clear and detailed sign standards. This in turn allows for enhanced user comprehension for both the public and staff.

#### 156.05 Sign Permit

This section addresses the requirements for sign permitting, providing for the staff approval procedure and the City's authority to remove illegally constructed or placed signs that have not obtained a sign permit. This section mirrors the current permitting/approval process established in the current Chapter 156.

The proposed standards for permitting and approval operate in the same manner as the current code.

#### 156.06 Prohibited Signs

This section addresses signs specifically prohibited by the code. All signs not expressly permitted by this chapter are prohibited.

Prohibited signs include portable signs (not including A-frame signs), signs that constitute a traffic hazard (i.e. signs that obstruct the view of or may be misconstrued as any authorized traffic sign), and temporary off-premises signs, also known as bandit or snipe signs (does not include right-of-way signs, which have their own new permitting process).

The prohibited signs section provides clarifications on which sign types are not allowed.

#### 156.07 Signs Exempt from Permit

This section of the code addresses signs which do not require a permit; however, the signs outlined in this section still must adhere to the regulations as set forth herein. Below are the most relevant additions/modifications:

**A-Frame Sign.** This sign type has been updated to reflect one sign allowed per establishment, or one sign per tenant if in a multi-tenant development. Spacing requires 15 feet separation between signs, and signs must be located within 15 feet of the primary entrance of the business. Additionally, the permissive current maximum square footage of 12 square feet in total has been broken up to 6 square feet per sign face, as a single 12 square foot sign face would be impractical

for the sign type.

Sign for Residential Construction Activity. This is a new sign type, which matches the current standards of the current code's temporary sign standards for area and height in residential zones. Illumination of these signs is prohibited, and these signs shall be removed upon the completion of construction.

Sign for Nonresidential or Mixed-Use Construction Activity. This is a new sign type, which additionally matches the current standards of the current code's temporary sign standards for area and height in commercial zones.

Sign for Cultural or Historic Site. This is a new sign type which allows for signs on cultural or historic sites. Signs may be freestanding or wall-mounted.

Sign for Gas Pump Island. This is also a new sign type, undefined by the current code. This language clarifies where signs can be located on gas pump islands, with a maximum of one, 2-square-foot sign per gas pump island.

Flag. This section provides clarification on flags, which are permitted in all districts. This approach does not limit the number or size of flags, though flag poles require a building permit per Chapter 154 of the City of Rio Rancho City Code and are subject to property line setbacks. This section does not provide for commercial flags, which are prohibited.

Sign for Multiple Tenant Building Entry. This is technically a new sign type, which replaces the current code's standards for "building identification signs." This section has been modified to address content neutrality.

Sign for On-Site Repair, Renovation, or Improvement. This is also a new sign type, which conforms to the current code's standards for temporary signage in residential zones. One freestanding sign may be placed on a lot once a permit for the applicable repair, renovation, or improvement has been approved.

Sign for Parking Lot or Structure Circulation Point. This sign term replaces the existent terminology for "Incidental/Directional/Safety" signs, maintaining the current code standards while providing for further clarification for how and where these signs can be placed.

Sign for Real Estate Activity. This approach expands the allowances for real estate signage, identifying maximum sign square footage based on zoning district where the sign is to be located. These signs are allowed to be constructed as freestanding, wall, or window signs.

Window Sign. This section provides for expanded standards on window signage. Permissive window sign coverage has been increased to a proposed 50% coverage, an expansion from the current code standard of 25%. This section additionally permits window signage in all districts, allows for internal illumination, and clarifies window displays, which are not considered window signs.

Yard Sign. This is a new sign type, which defines permissive signage within private residential property. These standards are consistent with the current code standards for signs on private property.

Expanding and clarifying the types of signs allowed without having to submit for a permit provides for greater flexibilities.

#### 156.08 Sign Permit Required

This section of the code addresses signs which require a permit. Below are the most relevant additions and modifications:

**Attention-Getting Device.** This is a new sign type classification, comprising temporary sign types such as sails, pennants, flex pole flags, banners, and balloons/inflatables. This section provides for two types of attention-getting devices: freestanding and wall-mounted. Each tenant with ground floor frontage is allowed one (1) wall-mounted and one (1) freestanding attention-getting device installed or mounted simultaneously. By themselves, freestanding attention-getting devices are permitted at a ratio of one attention-getting device per every 25 feet of frontage. Display periods are determined by the nature of the event: 15 days if not coordinated with an event; if part of an event, display is allowed seven days prior to the event, during the event, and three days after the event. Four display periods are allowed per year, with a minimum separation of 30 days in between display periods.

**Arcade Sign.** Arcade sign permissions have been expanded to include allowance in nonresidential and mixed-use development in all districts. This is more permissive than the current code, which only allows arcade signs within the neighborhood and commercial/industrial sign districts, and only "where a plaza exists." Sign number has been expanded to one arcade sign per building entry. Arcade signs do not count towards the maximum building-mounted sign area for either single or multi-tenant structures.

**Awning Sign.** This section has been expanded and clarified to address the vagueness within the current section of the code. This updated section provides for measurements, a minimum vertical clearance, and a clear allowance of 25% sign surface area allowed per awning surface area. Letter attachment flexibilities have been added to provide for lettering mounted above or below an awning.

**Blade Sign.** This is a new sign type, similar to the arcade sign. While the current code has standards for "projecting signs," which this section is based on and consistent with, these standards did not directly address blade signage. Vertical clearance provisions have been added.

**Canopy Sign.** Canopy signs have been split into two different categories: non-structural and structural. These sections provide a clearer and more permissive approach than the current code, which stipulates an unclear allowed area for canopy signs as, "sign area on perpendicular face of building." By providing specific letter copy allowances (25% surface area), along with provisions for illumination and vertical clearance, these standards allow for greater flexibility and interpretation. Additionally, freestanding structural canopy signs are exempt from the total calculation of allowable building-mounted sign area.

**Wall Sign (Standard, Painted, & Projecting).** Wall signage has been updated to reflect a clearer and more intuitive measurement approach. The current code stipulates a maximum of "20% of building frontage," but does not explain how this measurement is to be applied. With the new approach, standard wall signs are permitted in a ratio of one square foot of signage per foot of linear frontage, with a default of a 50 square foot sign allowed if a tenant frontage is less than 50 feet. Painted and projecting wall sign types have been added to address these differing wall sign types.

**Drive-Through Sign.** This is a new sign type created to address specific standards geared towards drive-through signage; this section provides for standards for drive-through signage, as well as on-site stall signage. These permissions arose from the working group, which saw an opportunity to clarify this specific signage and differentiate it from the general freestanding monument provisions.

**Electronic Message Sign.** This section provides for an expansion in permissions for electronic message signs. Electronic message signs are limited to freestanding monument and multi-tenant commercial center signs. Provisions were added to allow for reduced square footage when an

electronic message sign is adjacent to a residential zone.

Gateway Sign. This is a new sign type added, allowing provisions for gateway signs.

Ground Signs. Expansions to ground sign provisions include allowance for one ground sign per street frontage, an expansion from the current code, which only allows for one sign per 200 linear feet. Regulations for freestanding monument and freestanding pylon signs otherwise remain the same.

Multi-Tenant Commercial Center Sign. This is a new sign type which addresses multi-tenant signage. Multi-tenant commercial signs are limited to freestanding monument signs; multi-tenant developments consisting of 5 acres or more are required to apply for a unified sign plan.

Residential Subdivision Sign. This is a new sign type which provides specific provisions for residential subdivision signs, as no specific provisions are defined in the current code.

Right-of-Way Sign. This is a new, modified sign type, providing provisions for permitting temporary signs within the right-of-way. In the current code, temporary signage is allowed in the right-of-way per Section 156.23. There are provisions for *subdivision directional signs*, *directional kiosk signs*, *political signs*, and *directional, noncommercial and single event signs*.

Due to the Supreme Court ruling of *Reed vs. Gilbert*, sign codes are not allowed to regulate signage based on content. Sign standards needed to be revised to remove sign content. The content categories above have been reconfigured into two different display periods: *Weekend Right-of-Way Display Period* and *60-Day Display Period*. This section additionally provides for sign standards, which outline parameters for sign size, placement, and material.

The Weekend Right-of-Way Display Period is valid for one calendar month and allows for a maximum of 50 signs, which can be posted every weekend of the calendar month applied for from Friday at 12:00 noon through Monday at 12:00 noon local time. Applicants may additionally apply for up to four months in advance. This display period largely mirrors the allowances and process of the current subdivision directional signs process.

The 60-Day Right-of-Way Display Period allows for a maximum of 50 signs, which can be placed in the right-of-way for up to 60 consecutive calendar days. An individual may apply for up to three 60-Day Right-of-Way Display Permits within a twelve month period. This display period is a combination of the remaining right-of-way content categories.

#### 156.09 Unified Sign Plan

The Unified Sign Plan section represents a revised process which consolidates the processes of the current Common Sign Plan (Section 156.30) and Master Sign Plan (Section 156.31). As these processes are largely duplicitous of each other, staff and the consultant felt it beneficial to combine both processes into a singular process.

Unified Sign Plans allow for coordination of signs within developments of significant size, while also allowing for single-tenant and multi-tenant nonresidential developments of any size to enter into a unified sign plan. Developments of 5 acres or greater are required to submit for a unified sign plan; this reflects the current standard for master sign plans in Chapter 156.31.

Unified sign plans must be reviewed and approved by the Planning and Zoning Board. This section additionally retains the ability for an administrative amendment to the unified sign plan, provided the changes account for a less than 10% change to the previously approved unified sign plan. Unified sign plans also maintain the flexibilities of requesting signage or standards which exceed that of

Chapter 156, per the identified criteria as outlined in this section.

### 156.10 Nonconforming Signs

The nonconforming section of Chapter 156 has been expanded and clarified to provide for clearer guidance on what constitutes nonconformity. This section outlines how nonconformance eligibility is determined for signs existing prior to this code update. Nonconforming signs existing lawfully prior to the implementation of the new code regulations may remain, so long as the sign is not damaged more than 50% of the sign's value, which would be determined by a repair cost estimate.

Nonconforming signs must come into compliance with the current code regulations and cannot be expanded or replaced if taken down; however, this section provides for the flexibility of allowing for sign face maintenance/replacement for nonconforming signs, so long as the structure is not altered in any way to accommodate the change.

#### IMPLEMENTATION and EFFECTIVE DATE:

The new sign code would be effective January 1, 2024. For the first six months of 2024, Staff will focus on education of the new sign code with applicants and stakeholders. Code Enforcement efforts would not start until after July 1, 2024.

#### NOTIFICATIONS:

A legal notification was published in the September 27, 2023 edition of the Albuquerque Journal. Legal notification of the second reading of the Ordinance was published in the October 17, 2023 edition of the Albuquerque Journal.

#### IMPACT:

The Planning and Zoning Board recommends the Governing Body adopt the Ordinance to repeal and replace R.O. 2003 Chapter 156 Sign Regulations, subject to the findings set forth below:

#### General Findings of Fact:

1. The City of Rio Rancho has the authority to make an application to request an amendment to repeal and replace R.O. 2003 Chapter 156 Sign Regulations.
2. The Governing Body has the authority to approve the repeal and replacement of R.O. 2003 Chapter 156 Sign Regulations.
3. The applicant and affected property owners received due process, as proper notice and an opportunity to present views was given.

#### Specific Findings of Fact:

1. The proposed text amendment to repeal and replace R.O. 2003 156 Sign Regulations is consistent with the health, safety, and welfare of the City of Rio Rancho.

#### ALTERNATIVES:

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

DEPARTMENT RECOMMENDATION:

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

ATTACHMENT: [Ordinance](#)

ATTACHMENT: [Draft Sign Code \(Clean Copy\)](#)

ATTACHMENT: [Draft Sign Code \(Redline Copy\)](#)

ATTACHMENT: [Sign Code Working Group Meeting Date Table](#)

ATTACHMENT: [Existing Ch 156 Sign Code](#)

ATTACHMENT: [Legal Ad](#)

ATTACHMENT: [O22 - Signed](#)



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO.**

**ENACTMENT NO.**

**ORDINANCE REPEALING AND REPLACING CHAPTER 156, SIGN REGULATIONS;  
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS:** in order to create a more updated and usable sign code and to conform to provisions as outlined by Supreme Court Case *Reed vs. Gilbert*, The City of Rio Rancho has determined an update to Chapter 156 *Sign Regulations* is necessary; and

**WHEREAS:** City of Rio Rancho Code of Ordinances Title XV Land Use Chapter 156 *Sign Regulations* was repealed and replaced by Ordinance No. 13, Enactment No. 11-14, adopted by the Governing Body on August 10, 2011, and subsequently amended by Ordinance No. 28, Enactment No. 12-28, adopted by the Governing Body on September 26, 2012; and

**WHEREAS:** the City of Rio Rancho granted RFP Request 21-DS-110 for revisions to City of Rio Rancho Code of Ordinances Title XV Land Use Chapter 156 *Sign Regulations* on February 2, 2021 to Camiros, LTD; and

**WHEREAS:** the Development Services Department worked with Camiros, LTD to identify and conduct stakeholder interviews to determine the direction for updates to Chapter 156 *Sign Regulations*; and

**WHEREAS:** the Draft Sign Code was presented at the August 16, 2022 Governing Body Workshop and it was determined further revisions were needed; and

**WHEREAS:** a Sign Code Working Group consisting of members from the Governing Body, Planning and Zoning Board, The Rio Rancho Chamber of Commerce, and Development Services was established; and

**WHEREAS:** the Sign Code Working Group held regular meetings from October 12, 2022 to June 28, 2023 to address all proposed revisions, stakeholder feedback, and group input for the Draft Sign Code; and

**WHEREAS:** the Draft Sign Code document resulting from the Sign Code Working Group was presented during the August 15, 2023 Governing Body Workshop; and

**WHEREAS:** the Planning and Zoning Board of the City of Rio Rancho reviewed the proposed Draft Sign Code to repeal and replace Chapter 156 at their meeting held on September 26, 2023, and following public hearing recommended approval of the repeal and replacement of Chapter 156; and

**WHEREAS:** the Governing Body of the City of Rio Rancho reviewed the proposed Draft

1 Sign Code to repeal and replace Chapter 156 at their meeting held October  
2 26, 2023, and following public hearing and receipt of the Planning and  
3 Zoning report and recommendation, has determined that the repeal and  
4 replacement of Chapter 156 *Sign Regulations* conforms.

5  
6 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
7 **RIO RANCHO:**

8  
9 **Section 1.** Chapter 156: Sign Regulations shall be repealed and replaced in its entirety  
10 as follows:

- 11
- 12 156.01 Title, Purpose, and Applicability
- 13 156.02 Definitions and Rules of Measurement
- 14 156.03 Summary Table of Allowed Signs
- 15 156.04 General Standards
- 16 156.05 Sign Permit
- 17 156.06 Prohibited Signs
- 18 156.07 Signs Exempt from Permit
- 19 156.08 Sign Permit Required
- 20 156.09 Unified Sign Plan
- 21 156.10 Nonconforming Signs

22  
23 **156.01 Title, Purpose, and Applicability.**

24  
25 The purpose of this Chapter is to establish a comprehensive system of controls regarding  
26 the construction, installation, and maintenance of signs in the City of Rio Rancho. This  
27 regulations within this Chapter are intended to:

- 28
- 29 (A) Promote and protect the health, safety, and welfare of the City by ensuring the  
30 compatibility of signs with surrounding structures and land uses.
- 31
- 32 (B) Preserve the natural beauty and scenic environment of Rio Rancho, while  
33 enhancing the City’s business and economic climate through regulations that encourage  
34 the orderly and effective display of signs, and discourage sign clutter.
- 35
- 36 (C) Protect the public from hazardous conditions that may result from the  
37 indiscriminate use and placement of signs, structurally unsafe signs, signs that obscure  
38 the vision of pedestrians or motorists, and signs that compete or conflict with necessary  
39 traffic signals, government signs, and warning signs.

40  
41 **156.02 Definitions and Rules of Measurement.**

42  
43 (A) Definitions.

44  
45 **Attention-Getting Device.** Devices or ornamentations designed for the purpose of  
46 attracting attention. Attention-getting devices include sails, pennants, banners, temporary  
47 flex pole signs, balloon and inflatable signs, and similar. Flags of nations, states, and  
48 cities, or fraternal, religious, and civic organizations, or temporary holiday decorations are  
49 not attention-getting devices.

1 **Awning.** A roof-like cover designed for protection from the weather or as a decorative  
2 embellishment, which projects from a wall or roof of a structure over a window, walkway,  
3 or door, with no supports that extend to the ground.  
4

5 **Drive-in Restaurant.** An eating establishment where customers park their vehicles in  
6 designated stalls and place orders through a speaker system, or directly with a restaurant  
7 employee. Food is delivered to the customer in the vehicle, and customers remain in their  
8 vehicle throughout the dining experience.  
9

10 **Flag.** Flags of any nation, state, municipality, or political subdivision, flags officially  
11 designated as a national, state, or local symbol, or flags of fraternal, religious, and civic  
12 organizations. Pennants and sails are not considered flags.  
13

14 **Flag, Commercial.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or similar pliable  
15 material attached to a freestanding flagpole or building-mounted flagpole.  
16

17 **Foot-candle.** A unit of measure of illuminance equal to one lumen of light spread over an  
18 area of one square foot.  
19

20 **Lumen.** A unit of light or illumination from a lamp or bulb, as defined by the International  
21 System of Units (SI). A typical 60-watt incandescent bulb or a 13-watt fluorescent bulb  
22 emits approximately 800 lumens. Light incident on a surface is measured in foot-candles  
23 (SI) using a commercial light meter.  
24

25 **Marquee.** A permanent roof-like structure constructed of permanent building materials  
26 that extends from the wall of a structure with no supports extending to the ground  
27 providing protection from the elements.  
28

29 **Multi-Tenant Commercial Center.** A multi-tenant commercial center is a commercial  
30 development under unified control consisting of three or more separate commercial  
31 establishments sharing a common building, or which are in separate buildings sharing a  
32 common access/entranceway or parking area.  
33

34 **Nit.** A unit of measurement used to quantify the brightness or luminance of a light source.  
35 One nit is equal to one candela per square meter.  
36

37 **Off-Premises Sign, Permanent.** A permanent sign directing attention to a specific  
38 business, product, service, entertainment event, activity, or other commercial activity that  
39 is not sold, produced, manufactured, furnished, or conducted at the property upon which  
40 the sign is located. Permanent off-premises signs are also called billboards (See Chapter  
41 154 of the City of Rio Rancho Municipal Code).  
42

43 **Off-Premises Sign, Temporary.** A temporary sign directing attention to a specific  
44 business, product, service, entertainment event, activity, or other commercial activity that  
45 is not sold, produced, manufactured, furnished, or conducted at the property upon which  
46 the sign is located. This includes any ground-mounted, building-mounted, or sign painted,  
47 pasted, or otherwise affixed to any tree, rock, fence, utility pole, hydrant, bridge, sidewalk,  
48 parkway, curb or street, bench, or trash receptacle that directs attention off-premises.  
49

50 **On-Premises Sign.** A sign directing attention to a business, product, service,

1 entertainment event, activity, or other commercial activity that is sold, produced,  
2 manufactured, furnished, or conducted at the property upon which the sign is located.

3  
4 **Right-of-Way.** The total area of land deeded, reserved by plat, or otherwise acquired by  
5 the city, primarily for the use of the public for the movement of people, goods, and  
6 vehicles. For the purpose of this chapter, city drainage or utility easements, and other  
7 city-owned easements, such as maintenance and service roads serving channels or  
8 arroyos, are also included.

9  
10 **Sign.** A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to  
11 identify, announce, direct, or inform that is visible from a public right of way.

12  
13 **Sign Face.** The area of a sign that is designed and intended to display information,  
14 graphics, or messages. It represents the visible side or sides of the sign that are meant  
15 to be seen by pedestrians, motorists, or other viewers.

16  
17 **Sign, A-Frame.** A freestanding temporary, movable sign ordinarily in the shape of the  
18 letter “A” or some variation thereof. An A-Frame sign is displayed on the ground, not  
19 permanently fixed to the ground, and is usually two-sided, generally connected at the top  
20 and separated at the bottom.

21  
22 **Sign, Animated.** A sign that uses moving or changing lights to depict action, movement,  
23 or the optical illusion of movement of part of the sign structure, sign, or pictorial segment,  
24 or including the movement of any illumination or the flashing or varying of light intensity  
25 to create a special effect or scene. Animated signs do not include electronic message  
26 signs.

27  
28 **Sign, Arcade.** Any sign suspended from and located entirely under an arcade, covered  
29 porch, covered walkway, or similar architectural feature.

30  
31 **Sign, Awning.** An awning sign is a sign printed, painted, stamped, perforated, stitched,  
32 or otherwise displayed upon an awning.

33  
34 **Sign, Blade.** A sign attached to and projecting out from a building face or wall, generally  
35 at right angles to the building. Blade signs include signs that are totally in the right-of-way,  
36 partially in the right-of-way, or fully on private property.

37  
38 **Sign, Canopy.** A canopy sign is a sign printed, mounted, or installed upon a canopy. A  
39 canopy sign may be one of two types:

40  
41 (1) Canopy, Non-Structural. A roofed structure attached to a building, which is  
42 not integral to the structure, that is made of durable, weather-resistant material  
43 such as canvas, canvas-like material, nylon, or vinyl-coated fabric, placed to  
44 extend outward from the building and supported both by mountings on the  
45 structure wall and by supports that extend to the ground.

46  
47 (2) Canopy, Structural. A roofed structure constructed of permanent building  
48 materials, such as metal, brick, stone, wood or similar building materials, which is  
49 constructed as part of and attached to a building, and extends outward from the  
50 building, supported both by the structure and by supports that extend to the

1 ground.

2  
3 **Sign, Changeable Message.** A component of a sign, allowing for a message to be  
4 changed manually.

5  
6 **Sign, Drive-Through.** A sign constructed as a component of a drive-through facility.  
7

8 **Sign, Electronic Message.** A sign designed with a portion of the sign area using  
9 changing light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination  
10 devices within the electronic display panel(s) to form a message or messages in text  
11 and/or images, where the sequence of messages and the rate of change is electronically  
12 programmed and can be modified by electronic processes. Time/temperature signs,  
13 Flashing signs and animated signs are not considered electronic message signs.  
14 Electronic message signs do not include electronic billboards, which are addressed as  
15 billboards in Chapter 154 of the City of Rio Rancho Municipal Code.  
16

17 **Sign, Flashing.** A sign with an intermittent or sequential flashing light source used  
18 primarily to attract attention. Flashing signs do not include electronic message signs.  
19

20 **Sign, Freestanding Pylon.** A sign that is placed on or supported by the ground,  
21 independent of the principal structure on the lot and affixed, attached, or erected on a  
22 pole or pylon.  
23

24 **Sign, Freestanding Monument.** A sign that is placed on or supported by the ground,  
25 independent of the principal structure on the lot, designed with a monument base that is  
26 an integral part of the sign structure.  
27

28 **Sign, Gateway.** A sign that is installed over a pedestrian entryway and supported by the  
29 ground, independent of the principal structure on the lot, designed as an entryway feature  
30 to the property.  
31

32 **Sign, Government.** A sign erected and maintained pursuant to and in discharge of any  
33 government function. A government sign does not include any required legal notice by  
34 municipal codes and ordinances; such legal notice is not controlled by the sign code.  
35

36 **Sign, Marquee.** A sign that is displayed upon or attached to a marquee. Where designed  
37 as a changeable message sign, the changeable message portion may be manually  
38 changed or electronically changed when permitted by this Code.  
39

40 **Sign, Moving.** A sign where the entire sign structure or a portion of which rotates, moves,  
41 elevates, or in any way alters position or geometry. A tri-vision sign where triangular  
42 prisms rotate inside a frame to show a new message and/or information are considered  
43 moving signs. Moving signs do not include clocks or barber poles.  
44

45 **Sign, Multi-Tenant Commercial Center.** A freestanding monument sign installed in  
46 conjunction with a multi-tenant commercial center.  
47

48 **Sign, Nonconforming.** A sign which was in conformity with the applicable regulations  
49 when created but which would now be prohibited or does not conform to one or more of  
50 the regulations in the sign code or future amendments thereto.

1  
2 **Sign, Portable.** A sign whose principal supporting structure is intended, by design and  
3 construction, to rest upon the ground for support and may be easily moved or relocated  
4 for reuse. Portable signs include, but are not limited to, signs mounted upon a trailer,  
5 wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels  
6 removed. Portable signs do not include A-frame signs.  
7

8 **Sign, Residential Subdivision.** A freestanding monument sign installed at the entrance  
9 of a residential subdivision. A Residential Subdivision Sign may also be mounted on or  
10 integrated into an entry feature, such as a wall.  
11

12 **Sign, Right-of-way.** A temporary sign installed in the public right-of-way in accordance  
13 with an approved right-of-way display permit. Right-of-way signs shall not be considered  
14 temporary off-premises signs.  
15

16 **Sign, Roof.** Any sign erected and constructed wholly on and over the roof of a building,  
17 supported by the roof structure. A sign attached to an exterior wall of a building but whose  
18 face extends above the roofline or plate line by less than 10% of the face of a sign shall  
19 not be considered a roof sign.  
20

21 **Sign, Temporary.** Any sign which is erected for a limited time and/or special purpose,  
22 typically constructed from semi-durable materials and not constituting a permanent  
23 structure.  
24

25 **Sign, Vehicle.** Signs placed, mounted, installed, or painted on a vehicle for the primary  
26 purpose of attracting  
27 attention to an occupant's presence within a building at which the vehicle is being parked.  
28

29 **Sign, Wall – Standard.** A sign that is attached directly to an exterior wall of a building or  
30 dependent upon a building for support and projects 18 inches or less from the wall of a  
31 structure with the exposed face of the sign in a plane substantially parallel to the face of  
32 the wall. Window signs are not considered wall signs.  
33

34 **Sign, Wall – Painted.** A sign that is painted, applied, or affixed directly on the exterior  
35 wall of a building or structure. A painted wall sign is not limited to only the application of  
36 paint, but includes other methods of application and/or material including but not limited  
37 to tile, screen printing, vinyl application, and paste-ups.  
38

39 **Sign, Wall – Projected.** A sign created by an optical device that projects an image directly  
40 onto the exterior wall of a building or structure by light or other technological means.  
41

42 **Sign, Window.** A sign that is attached to, placed upon, or printed on the interior or exterior  
43 of a window or door of a building, or displayed on the interior within two feet of a window  
44 intended for viewing from the exterior of such a building. A window sign may be either  
45 permanent or temporary. Shadowbox design within display windows, where the window  
46 display is designed with a background enclosure that blocks views into the establishment,  
47 is considered a window sign and the entire area of the shadowbox is subject to the  
48 maximum sign area limitation.  
49

50 **Sign, Wrap.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or a similar pliable

1 material attached to a building or structure under construction, renovation, or  
2 maintenance and used to screen such construction, renovation, or maintenance activity  
3

4 **Sign, Yard.** A sign placed within a street-facing yard intended to be viewed by the public.  
5

6 **Strobe light.** An electronic lighting device designed to emit intense, rapid flashes of light  
7 in a systematic and repetitive manner, typically at frequencies ranging from a few to  
8 several dozen flashes per second, with each flash lasting for a brief duration.  
9

10 **Unified Sign Plan.** A Unified Sign Plan addresses signage on a site to establish a  
11 coordinated and consistent approach to all signs within developments of significant size.  
12 Unified Sign Plans also allow for modification of the regulations of this Code such as  
13 permitted height, area, location and number of signs to respond to unique site conditions  
14 such as topography, size, or relation to a public street that would limit or restrict normal  
15 sign visibility.  
16

17 (B) Rules of Measurement.

18 (1) Sign Area.

19 (a) The sign area of each sign is the total exposed surface devoted to  
20 the sign's message, including all ornamentation, embellishment, symbols,  
21 logos, letters, characters, other figures, or frames, whether structural or  
22 decorative. The calculation of sign area does not include any supports or  
23 bracing. For channel letters or freestanding logos/symbols, the sign area  
24 is calculated as the customary, applicable mathematical formula for the  
25 total area of each square, circle, ellipse, rectangle, or triangle, or  
26 combination thereof, that encompasses each word, logo, image,  
27 background, and/or display.  
28  
29  
30

31 *Sign Area*



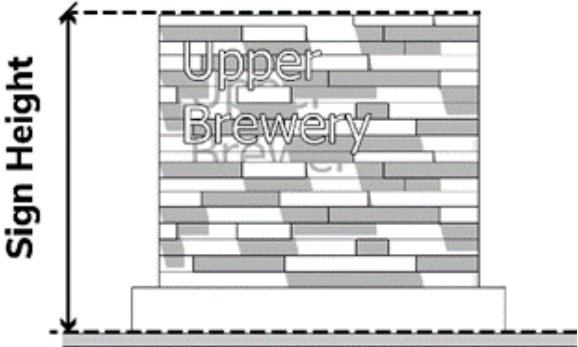
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35 (b) Window area, for the purpose of calculating maximum area of  
36 window signs, is calculated as a continuous surface until divided by an  
37 architectural or structural element. Mullions are not considered an element  
38 that divides window area. Total window area is calculated as length times  
39 width of the window area. Only the individual letters or logos of the window  
40 sign shall be used in the calculation of surface area. The transparent film  
41 around the perimeter of the individual letters or logos composing the

1 window sign and used to affix the window sign to the interior or exterior of  
2 a windowpane or glass door shall be exempt from the area calculations,  
3 provided that such portion of the film maintains 100% transparency.  
4

5 (2) Sign Height.

6  
7 For ground signs, sign height is measured as the vertical distance measured  
8 from the normal grade at the base of the sign to the highest point of the sign,  
9 including any decorative elements. Normal grade shall be construed to be the  
10 existing grade prior to construction or the newly established grade after  
11 construction, exclusive of any fill, berm, mound, or excavation solely for the  
12 purpose of locating the sign, whichever is lower. Where a sign is installed on a  
13 slope, height shall be measured from the average grade at the base of the sign,  
14 determined by measuring the grade at the center of each side of the sign  
15 structure and calculating the average.  
16

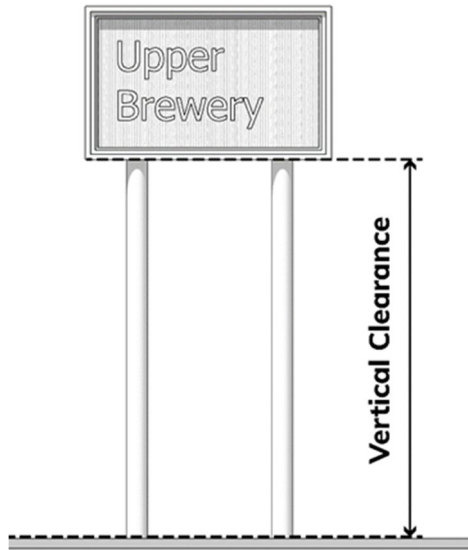
17 *Sign Height*



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20  
21 (3) Vertical Clearance.

22  
23 Vertical clearance is measured as the vertical distance measured from the  
24 ground directly below the sign to the lowest point of the sign.  
25

26 *Vertical Clearance*

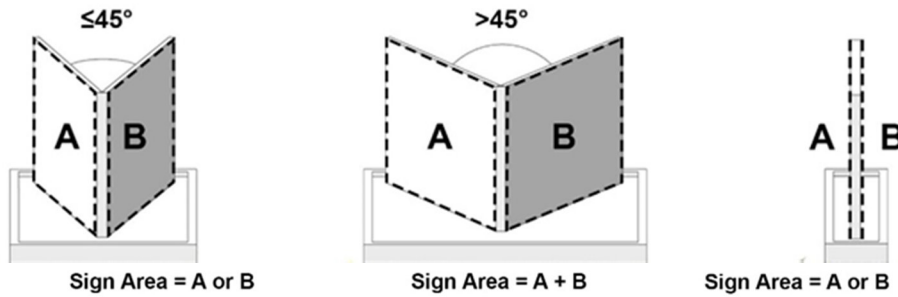


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(4) Number of Sign Faces.

If the interior angle between two sign faces is 45° (degrees) or less, the sign area is calculated as the area of one face only. If the interior angle between two sign faces is greater than 45° (degrees), the sign area is calculated as the sum of the two faces.

*Calculation of Sign Faces*

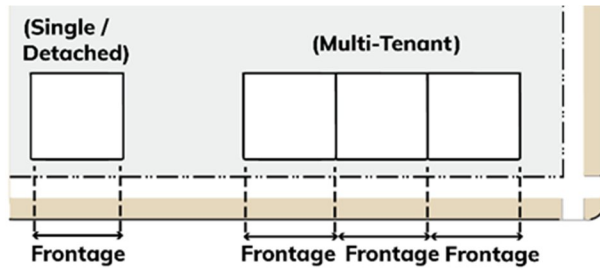


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(5) Frontage Length.

Frontage length is measured as the linear distance between the surfaces of the outermost parallel walls of a principal structure. Where frontage length is calculated on a tenant basis, it is measured from the centerline of any party wall defining the tenant unit to the centerline of another party wall or the surface of an exterior wall.

*Calculation of Frontage Length*

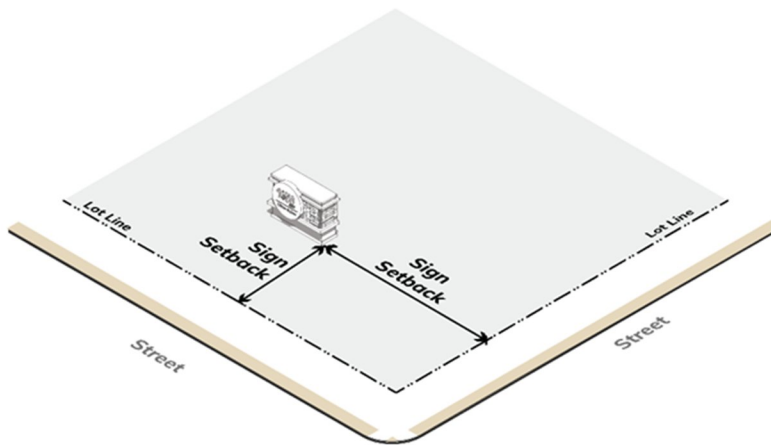


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(6) Sign Setback.

Sign setback is measured perpendicularly from the applicable property line to the closest point of the sign or sign structure.

*Calculation of Sign Setback*



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**156.03 Summary Table of Allowed Signs.**

Table 156-01, Summary Table of Allowed Signs, catalogs the types of permitted signs, both permanent and temporary, and indicates whether such sign requires a sign permit. This table is provided for reference purposes only. In the case of any conflict with the regulations of this Chapter and this ordinance, the specific sign regulations control over this table. Permanent Off-Premises Signs, also called Billboards, are not included in this table and are regulated by Chapter 154 of the City of Rio Rancho Municipal Code.

<b>Table 156-01: Summary Table of Allowed Signs</b>			
<b>Sign Type (Section Reference)</b>	<b>No Permit Required</b>	<b>Permit Required</b>	<b>Permissions</b>
<b>A-Frame Sign</b> (156.07.A)	✔		Nonresidential and mixed-use development in nonresidential, SU, and H-1 districts
<b>Arcade Sign</b> (156.08.B.2)		✔	Nonresidential and mixed-use development in all districts

<b>Table 156-01: Summary Table of Allowed Signs</b>			
<b>Sign Type (Section Reference)</b>	<b>No Permit Required</b>	<b>Permit Required</b>	<b>Permissions</b>
<b>Attention-Getting Device</b> (156.08.A)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Awning Sign</b> (156.08.B.3)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Blade Sign</b> (156.08.B.4)		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Canopy Sign - Non-Structural</b> (156.08.B.5.a)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Canopy Sign – Structural</b> (156.08.B.5.b)		☑	<u>Attached</u> : Multi-family dwellings, nonresidential development, and mixed-use development in all districts  <u>Freestanding</u> : Gasoline service stations, drive-through window restaurants, and drive-through facilities in all districts
<b>Drive-Through Sign</b> (156.08.C)		☑	Drive-through window restaurants and drive-through facilities in all districts
<b>Electronic Message Sign</b> (156.08.D)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts  For the following uses in all districts: cultural facilities, educational facilities, parks, places of worship, or similar uses  Gasoline service stations in any district, to display copy that is required to be displayed by law
<b>Flag</b> (156.07.G)	☑		All districts
<b>Freestanding Sign, Monument</b> (156.08.F.2)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Freestanding Sign, Pylon</b> (156.08.F.3)		☑	Nonresidential and mixed-use development in the nonresidential and SU Districts, with the exception of the NC and O-1 Districts

**Table 156-01: Summary Table of Allowed Signs**

<b>Sign Type (Section Reference)</b>	<b>No Permit Required</b>	<b>Permit Required</b>	<b>Permissions</b>
<b>Gateway Sign</b> (156.08.E)		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Government Sign</b> (156.07.F)	☑		All districts
<b>Marquee Sign</b> (156.08.G)		☑	Nonresidential and mixed-use development in the C-1, C-2, O-1, M-1, and SU districts
<b>Multi-Tenant Commercial Center Sign</b> (156.08.F.4)		☑	Multi-tenant commercial centers in all districts
<b>Residential Subdivision Sign</b> (156.08.F.5)		☑	Residential subdivisions in all districts
<b>Right-of-Way Sign</b> (156.08.H)		☑	Within the public right-of-way, subject to standards
<b>Sign for Cultural or Historical Site</b> (156.07.D)	☑		Sites or buildings with cultural or historical significance in all districts
<b>Sign for Multiple Tenant Building Entry</b> (156.07.H)	☑		Multi-family dwellings, nonresidential development, and mixed-use development with multiple tenants in all districts
<b>Sign for Nonresidential or Mixed-Use Construction Activity</b> (156.07.C)	☑		Sites where active nonresidential or mixed-use construction is taking place in all districts
<b>Sign for On-Site Repair, Renovation, or Improvement</b> (156.07.I)	☑		Sites where on-site repair, renovation, or improvements are taking place in all districts
<b>Sign for Parking Lot or Structure Circulation Point</b> (156.07.J)	☑		Parking lots and structures in all districts
<b>Sign for Real Estate Activity</b> (156.07.K)	☑		Sites where a structure or lot is offered for sale, lease, or rent in all districts

Table 156-01: Summary Table of Allowed Signs			
Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
<b>Sign for Residential Construction Activity</b> (156.07.B)	☑		Sites where active residential construction is taking place in all districts
<b>Sign on Gas Pump Island</b> (156.07.E)	☑		Gasoline service stations in all districts
<b>Wall Sign, Painted</b> (156.08.B.7)		☑	Nonresidential and mixed-use development in all districts
<b>Wall Sign, Projected</b> (156.08.B.8)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Wall Sign, Standard</b> (156.08.B.6)		☑	Nonresidential and mixed-use development in all districts
<b>Window Sign</b> (156.07.L)	☑		Nonresidential and mixed-use development in all districts
<b>Yard Sign</b> (156.07.M)	☑		All residential districts

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**156.04 General Standards.**

All signs constructed, erected, modified, or altered shall comply with the following standards.

(A) Exceptions.

All signs constructed, erected, modified, or altered shall comply with the standards of this Chapter, whether such signs do or do not require a sign permit, except for those items listed in this section. The following signs are not regulated by this Chapter.

- (1) Signs within a building or enclosed space within a development that are not visible from a public right-of-way.
- (2) Any required public notice, sign, or warning installed by federal, state, or local governments.
- (3) Logos and labels located on mechanical equipment, recycling bins, trash containers, and similar equipment, which are part of the equipment as manufactured and/or installed.
- (4) Works of art that do not contain a commercial message.
- (5) Holiday decorations that do not contain a commercial message.

1 (B) Location Restrictions.

2  
3 (1) No sign may be erected in a location that violates the building code, fire  
4 code, and other applicable City codes or ordinances.

5  
6 (2) No sign is permitted within the clear sight triangle as established within  
7 Chapter 154 of the City of Rio Rancho Municipal Code.

8  
9 (3) Only signs that have been placed by or authorized by the federal  
10 government, state government, or the City may be installed on public property.  
11 Any sign installed on public property, including rights-of-way, without prior  
12 authorization, will be removed by the City without notice and may be disposed of.

13  
14 (4) No permanent sign may be erected on private property without the  
15 consent of the property owner or his/her authorized agent. Any sign installed on  
16 private property without authorization may be removed by the property owner  
17 without notice and may be disposed of.

18  
19 (5) No sign may be erected in a manner that obstructs access to any ingress  
20 or egress, fire escapes, fire hydrants, fire department connections, or standpipes  
21 and similar fire safety connections.

22  
23 (C) Audio Components.

24  
25 Audio components are prohibited as part of any sign, except for the following:

26  
27 (1) Drive-through sign: For drive-through signs, including signs in individual  
28 stalls at drive-in restaurants, the audio component is limited to communication  
29 between the customer and the restaurant staff taking orders.

30  
31 (2) Signs owned and/or operated by a government agency.

32  
33 (3) Permitted gas station pump video screens.

34  
35 (D) Illumination.

36  
37 In addition to the standards below, all outdoor lighting shall comply with Chapter 159 of  
38 the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky  
39 Protection Act. In the case of a conflict, the more stringent requirement shall apply.

40  
41 (1) Any sign illumination, including gooseneck reflectors, external illumination,  
42 and internal illumination, shall be designed, located, shielded, and directed to  
43 prevent the casting of glare or direct light upon roadways and surrounding  
44 properties, and prevent the distraction of motor vehicle operators or pedestrians  
45 in the public right-of-way.

46  
47 (2) The sign face of internally illuminated signs shall function as a filter to  
48 diffuse illumination. The sign face shall cover all internal illumination components  
49 so that no exposed bulbs are visible.

1 (3) All external illumination of a sign shall concentrate the illumination upon  
2 the printed area of the sign face.

3  
4 (4) The use of bare bulbs as external illumination is only permitted for  
5 marquee signs.

6  
7 (5) No sign illumination may be combined with reflective materials, such as  
8 mirrors, polished metal, or highly glazed tiles, which would increase glare.

9  
10 (6) The maximum allowable illumination measured at the property line is one  
11 lumen per square foot (one foot-candle), unless such signs are allowed to extend  
12 over the property line, where the maximum allowable illumination is measured at  
13 the back of curb or edge of pavement.

14  
15 (7) For electronic message signs, the maximum brightness is limited to 5,000  
16 nits when measured from the sign's face at its maximum brightness, during  
17 daylight hours, and 500 nits when measured from the sign's face at its maximum  
18 brightness between dusk and dawn, i.e., the time of day between sunrise and  
19 sunset. The sign shall have an ambient light meter and automatic or manual  
20 dimmer control that produces a distinct illumination change from a higher allowed  
21 illumination level to a lower allowed level for the time period between one-half  
22 hour before sunset and one-half hour after sunrise.

23  
24 (E) Construction Standards.

25  
26 (1) Supports and braces shall either be designed as an integral part of the  
27 overall sign or obscured from public view to the extent feasible.

28  
29 (2) All signs attached to a building shall be installed and maintained so that  
30 wall penetrations are watertight and the structure does not exceed allowable  
31 stresses of supporting materials.

32  
33 (3) All signs shall be designed and constructed in compliance with the  
34 building code, electrical code, and all other applicable codes and ordinances.

35  
36 (4) Glass comprising any part of a sign shall be safety glass.

37  
38 (5) Conduits, raceways, and other components of a sign illumination system  
39 shall be designed as an integral part of the overall sign structure and obscured  
40 from public view to the extent technically feasible.

41  
42 (F) Permitted Materials for Signs.

43  
44 (1) Permanent sign structures shall be constructed of durable materials such  
45 as brick, wood or simulated wood, stone, concrete, metal, plastic, or high-density  
46 urethane (HDU) foam board or similar durable foam construction. Solid awnings  
47 and structural canopies shall be constructed of permanent building materials.

48  
49 (2) Awning, canopy, blade, and wall signs may also be constructed of durable  
50 weather resistant material such as canvas, nylon, or vinyl-coated fabric.

1  
2 (3) Wall, awning, canopy, and blade signs constructed of material shall be  
3 mounted within a frame so that they are held taut between all support posts.  
4

5 (G) Required Maintenance.  
6

7 (1) All signs shall be kept in a safe and well-maintained condition and  
8 appearance, and shall be repainted or otherwise maintained by the property  
9 owner or business owner to prevent corrosion or deterioration caused by the  
10 weather, age, or any other condition.  
11

12 (2) All signs shall be maintained to prevent any kind of safety hazard,  
13 including faulty or deteriorated sign structures, a fire hazard, or an electrical  
14 shock hazard.  
15

16 (3) All unused sign hardware or wiring shall be removed.  
17

18 (4) No sign frame may remain unfilled or allow any internal part or element of  
19 the sign structure to be visible.  
20

21 (5) If a sign is maintained in an unsafe or unsecured condition, it shall be  
22 removed or the condition corrected. If the sign is not removed or the condition is  
23 not corrected within the required time period, the City may enforce this order  
24 through applicable enforcement procedures.  
25

26 (6) The City may remove any sign that is creating an imminent danger of  
27 significant harm to persons or property summarily and without notice. The owner  
28 of such sign is responsible for all costs of removal. The method for collection of  
29 costs may include, but shall not be limited to, a lien pursuant to 3-36-1 to 3-36-7  
30 NMSA 1978.  
31

32 (7) Where possible by the design of a sign structure, the owner of a  
33 permanent sign that becomes obsolete after the associated activity or use is  
34 discontinued or abandoned shall remove all sign copy from the sign structure and  
35 the panels shall be removed and replaced with a blank panel. This requirement is  
36 not satisfied by reversing (i.e., turning such copy so that it faces inward), painting  
37 over, covering with vinyl or other fabric, or other means of obfuscating such copy.  
38

39 (8) Any activity that increases the sign area, sign height, or any sign  
40 dimension, or moves the location of a sign, requires a sign permit.  
41

42 (9) The following maintenance activities are exempt from requiring a sign  
43 permit. All other maintenance and alterations to a sign require a permit.  
44

45 (a) Painting, cleaning, or other normal maintenance and repair of a  
46 sign. This does not include any structural changes or any changes in the  
47 electrical components of the sign, including the removal or replacement of  
48 electrical components.  
49

50 (b) Changing the copy of a changeable message sign

1  
2 (H) Permanent Off-Premises Signs.

3  
4 Permanent off-premises signs are considered billboards, which are a distinct land use,  
5 and are subject to the regulations of Chapter 154 of the City of Rio Rancho Municipal  
6 Code.

7  
8 **156.05 Sign Permit.**

9  
10 No sign, unless specifically identified as exempt by this Chapter, may be erected,  
11 constructed, altered, or relocated without first obtaining approval of a sign permit in  
12 accordance with the following.

13  
14 (A) Authority.

15  
16 The Director of Development Services or their designee is responsible for determining  
17 compliance with this title and issuing a sign permit.

18  
19 (B) Approval Procedure.

20  
21 (1) A complete application for a sign permit, as well as any submittals  
22 required as a component of the application, shall be submitted to the Director of  
23 Development Services or their designee. If the party submitting the application  
24 does not own the subject property, the property owner is required to submit  
25 written permission for the installation of the sign as a component of the  
26 application.

27  
28 (2) Upon receiving an application for a sign permit, the Director of  
29 Development Services or their designee shall review it for completeness. If the  
30 application is determined to be incomplete, the applicant shall be notified in  
31 writing, specifying the deficiencies in the application.

32  
33 (3) Following a determination of completeness, the Director of Development  
34 Services or their designee shall either:

35  
36 (a) Approve the sign permit, if the application complies with all the  
37 requirements of these regulations and any other applicable codes.

38  
39 (b) Deny the sign permit, if the application fails in any way to comply  
40 with the requirements of these regulations or any other applicable codes.  
41 If the application is denied, the applicant shall be notified in writing,  
42 specifying the section or sections of these regulations or any other  
43 applicable codes with which the application is inconsistent.

44  
45 (C) Fees.

46  
47 To obtain a sign permit, all fees in accordance with the City's associated fee schedule  
48 shall be paid.

49  
50 (D) Illegal Signs.

1  
2 (1) Illegally constructed signs.

3  
4 If a sign is constructed illegally without a required sign permit, the Director of  
5 Development Services or their designee will serve notice to the property owner  
6 that such sign shall be removed within 30 days of notice for permanent signs or  
7 seven days of notice for temporary signs. If the sign is not removed within the  
8 required period, the Director of Development Services or their designee may  
9 enforce this order through any remedies that are and as may from time to time be  
10 provided for or allowed by state law or municipal ordinances.

11  
12 (2) Illegally placed signs.

13  
14 Any sign placed on public property or within the public right-of-way without  
15 authorization may be removed immediately and without notice.

16  
17 **156.06 Prohibited Signs.**

18  
19 The following sign types are specifically prohibited. All signs not expressly permitted by  
20 this chapter are also prohibited.

21  
22 (A) Flashing signs, except as specifically permitted within this Code.

23  
24 (B) Moving signs whether illuminated or not, including any sign that rotates, revolves,  
25 or has any visible moving part, or any sign that gives the appearance of movement,  
26 including signs designed to be moved by wind or other natural elements. This excludes  
27 clocks and barber poles.

28  
29 (C) Portable signs, not including A-frame signs.

30  
31 (D) Roof signs.

32  
33 (E) Strobe lights, moving or fixed spotlights, floodlights/searchlights.

34  
35 (F) Signs that constitute a traffic hazard, including signs that:

36  
37 (1) Interfere with, obstruct the view of, or may be confused with any  
38 authorized traffic sign, signal, or device because of its position, shape, or color,  
39 including signs illuminated in red, green, or amber color.

40  
41 (2) May be confused with any public safety lighting, including signs  
42 illuminated in red and blue colors.

43  
44 (3) Mislead, interfere with, or confuse traffic.

45  
46 (G) Temporary off-premises signs. Also known as push signs, bandit signs, and  
47 snipe signs.

48  
49 (H) Vehicle signs. This prohibition does not include signs painted on or applied to  
50 vehicles, trucks, or buses that are being operated and stored in the normal course of

1 business, such as signs located on delivery trucks, moving vans, and rental trucks,  
2 provided that the primary purpose of such vehicles is not the display of such sign, and  
3 that they are properly parked or stored in areas related to their use as vehicles and all  
4 such vehicles are in operable condition. This does not include vehicle for-sale signs.

5  
6 (l) Video display screens.

7  
8 **156.07 Signs Exempt from Permit.**

9  
10 (A) A-Frame Sign.

11  
12 (1) A-frame signs are permitted for nonresidential and mixed-use  
13 development in the City's nonresidential districts, and the SU and H-1 Districts.

14  
15 (2) One A-frame sign is permitted per establishment, including one for each  
16 tenant in a multi-tenant development. A minimum separation of 15 feet is  
17 required between A-frame signs.

18  
19 (3) A-frame signs shall be located within 15 feet of the primary entrance of the  
20 business, and shall not interfere with pedestrian traffic or violate any standards of  
21 accessibility as required by ADA or other accessibility codes.

22  
23 (4) A-frame signs are limited to six square feet in area per side, and shall be  
24 no taller than four feet in height.

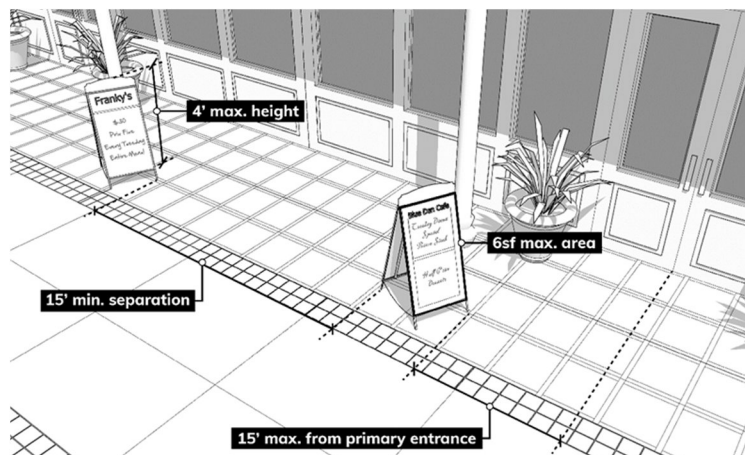
25  
26 (5) A-frame signs may be displayed outdoors during business hours only. At  
27 all other times, the signs shall be stored indoors.

28  
29 (6) A-frame signs shall not be displayed outdoors when severe wind, rain, or  
30 other weather conditions may pose a hazard.

31  
32 (7) Illumination of A-frame signs is prohibited.

33  
34 (8) No A-frame sign may have any type of electronic component.

35  
36 *A Frame Sign*



38  
39

1 (B) Sign for Residential Construction Activity.

2  
3 Where active residential construction is taking place, a temporary sign is permitted  
4 subject to the following:

5  
6 (1) One sign is permitted at each entrance to a residential subdivision or  
7 master planned community from a street classified as a collector or arterial.

8  
9 (2) Signs shall be designed as freestanding signs, wall signs, or signs on a  
10 fence, and shall be located a minimum of five feet from any property line.

11  
12 (3) Signs are limited to 32 square feet in area, and six feet in height.

13  
14 (4) Illumination of signs is prohibited.

15  
16 (5) Signs shall be removed once construction within the residential  
17 subdivision or master planned community is complete.

18  
19 (C) Sign for Nonresidential or Mixed-Use Construction Activity.

20  
21 Where active nonresidential or mixed-use construction is taking place, a temporary sign  
22 is permitted subject to the following:

23  
24 (1) One sign is permitted per street frontage.

25  
26 (2) Signs shall be constructed as freestanding signs, wall signs, or signs  
27 installed on a fence.

28  
29 (3) The total square footage of signs on a lot shall not exceed 64 square feet,  
30 unless located on a single parcel 20 acres or more in size, in which case the total  
31 square footage shall not exceed 128 square feet.

32  
33 (4) Individual signs are limited to 32 square feet in area. When freestanding,  
34 signs are limited to six feet in height and shall be located a minimum of five feet  
35 from any property line.

36  
37 (5) In lieu of a freestanding sign, wall sign, or sign installed on a fence, a wrap  
38 sign may be used to wrap the fence or the structure under construction. A wrap  
39 sign requires review and approval during site plan review. Such wrap sign shall  
40 be made of mesh or similar material. There is no maximum square footage  
41 limitation for a wrap sign.

42  
43 (6) Illumination of signs is prohibited.

44  
45 (D) Sign for Cultural or Historical Site.

46  
47 Sites or buildings with cultural or historical significance are permitted a permanent sign,  
48 subject to the following:

49  
50 (1) Signs on culturally or historically significant sites or buildings are limited to

1 one sign per street frontage.

2  
3 (2) Signs on culturally or historically significant sites or buildings may be  
4 constructed as freestanding signs or wall signs as follows:

5  
6 (a) Signs are limited to six square feet.

7  
8 (b) Freestanding signs are limited to four feet in height and shall be  
9 located a minimum of five feet from any property line.

10  
11 (c) Wall signs shall be placed to be an integral part of the structure, cut  
12 into stone or masonry, or be a permanently affixed plaque of metal or  
13 other durable material.

14  
15 (E) Sign on Gas Pump Island.

16  
17 A maximum of one sign mounted on each gas station pump island is permitted and is  
18 limited to two square feet in sign area. All such signs shall be oriented to face the  
19 vehicle parked at the pump.

20  
21 (F) Government Sign.

22  
23 (1) Government signs are allowed in all districts and in any number,  
24 configuration, or size.

25  
26 (2) In all districts, the type and extent of illumination required is at the  
27 discretion of the authorized government agency.

28  
29 (G) Flag.

30  
31 Flags are permitted in all districts.

32  
33 (1) Flags may be freestanding or wall mounted. There is no limit on the  
34 number of flags permitted.

35  
36 (2) There is no limit on the size of flags.

37  
38 (3) All flagpoles shall conform to the standards established within Chapter  
39 154 of the City of Rio Rancho Municipal Code.

40  
41 (4) Flags may be externally illuminated, and shall comply with Chapter 159 of  
42 the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky  
43 Protection Act.

44  
45 (H) Sign for Multiple Tenant Building Entry.

46  
47 Multi-family dwellings, nonresidential development, and mixed-use development with  
48 multiple tenants in all districts are permitted a permanent sign at each building entry,  
49 subject to the following:

- 1 (1) A maximum of one sign is allowed per building entry.
- 2
- 3 (2) Signs may be constructed as either freestanding signs or wall signs.
- 4
- 5 (3) Signs are limited to eight square feet in area.
- 6
- 7 (4) Freestanding signs are limited to six feet in height, and shall be located
- 8 within five feet of the building entry, and a minimum of five feet from any property
- 9 line.
- 10
- 11 (5) Wall signs shall be installed within five feet of the building entry.
- 12

13 (I) Sign for On-Site Repair, Renovation, or Improvement.

14  
15 On lots where on-site repair, renovation, or improvements are taking place, a temporary  
16 sign is permitted. Such temporary signs are subject to the following:

- 17 (1) A maximum of one sign per lot is permitted.
- 18
- 19 (2) Signs are permitted in all districts on sites with active repair, renovation, or
- 20 improvement projects.
- 21
- 22 (3) Signs may be installed only after approval of a permit for the repair,
- 23 renovation, or improvement activity. Signs shall be removed upon the completion
- 24 of the repair, renovation, or improvement activity.
- 25
- 26 (4) Signs may be constructed as freestanding signs, subject to the following:
- 27
- 28 (a) Signs are limited to a maximum of eight square feet in area and six
- 29 feet in height.
- 30
- 31 (b) Signs shall be located a minimum of five feet from any property
- 32 line.
- 33
- 34 (c) Signs may not be illuminated.
- 35

36  
37 (J) Sign for Parking Lot or Structure Circulation Point.

38  
39 Parking lots and structures in all districts are permitted permanent signs at parking lot  
40 and/or structure circulation points in accordance with the following:

- 41 (1) Circulation points include, but are not limited to, entrances/exits, driveway
- 42 intersections, drive-through lanes, fire zones, and parking lot drive aisles.
- 43
- 44 (2) Signs are limited to a maximum of four square feet in area and five feet in
- 45 height.
- 46
- 47 (3) Freestanding parking lot or structure circulation point signs shall be
- 48 located a minimum of five feet from any right-of-way line.
- 49
- 50

1 (4) Signs for parking lot or structure circulation points may be internally or  
2 externally illuminated.

3  
4 (K) Sign for Real Estate Activity.

5  
6 When a structure or lot is offered for sale, lease, or rent, a temporary real estate activity  
7 sign is permitted on such lot as follows:

8  
9 (1) Signs are permitted in all districts, and shall be located on the lot offered  
10 for sale, lease, or rent, or at the entrance of a new residential subdivision.

11  
12 (2) Signs are limited to one sign per street frontage, except for new residential  
13 subdivisions which are limited to one sign.

14  
15 (3) Signs may be constructed as freestanding, wall, or window signs, apart  
16 from those for new residential subdivisions which shall be freestanding.  
17 Freestanding signs shall be located a minimum of five feet from any property line.

18  
19 (4) Signs are subject to the following maximum sign area limitations:

20  
21 (a) Residential districts, A-R, OS, PR, T-Z: eight square feet.

22  
23 (b) Nonresidential, SU and H-1 districts (not including M-1 or BP): 32  
24 square feet.

25  
26 (c) M-1 and BP districts: 40 square feet.

27  
28 (d) New residential subdivision of three lots or more (any district): 32  
29 square feet.

30  
31 (5) Freestanding signs are limited to six feet in height.

32  
33 (6) Signs for real estate activity may not be illuminated.

34  
35 (7) Signs shall be removed within five days of final closing, lease, or rental.

36  
37 (L) Window Sign.

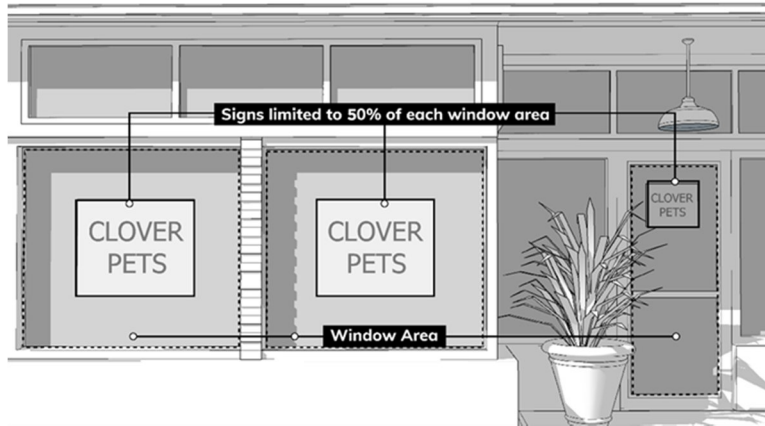
38  
39 (1) Window signs are permitted for nonresidential and mixed-use  
40 development in all districts.

41  
42 (2) All window signs, whether temporary or permanent, are limited to no more  
43 than 50% of the surface of each window area. Window area is measured as a  
44 continuous surface until divided by an architectural or structural element.  
45 Mullions are not considered an element that divides window area.

46  
47 (3) Internally illuminated window signs are permitted, but are limited to a  
48 maximum area of six square feet or 30% of the surface of the window area,  
49 whichever is less. Such illuminated signs may not contain an animated or  
50 flashing component, and may not strobe.

- 1  
2 (4) Window displays of items sold on the premises are not considered window  
3 signs.  
4

5 *Window Sign*  
6



7  
8  
9 (M) Yard Sign.

10 Yard signs are permitted in all residential districts.  
11

12  
13 (1) There is no limit on the number of signs permitted, however the maximum  
14 total sign area may not exceed 32 square feet.

15  
16 (2) Individual signs are limited to a maximum of eight square feet in area and  
17 six feet in height.

18  
19 (3) Yard signs shall be located a minimum of five feet from any right-of-way  
20 line.

21  
22 (4) No sign may be illuminated.

23  
24 (5) Signs shall not be used for any on-premises or off-premises advertising.  
25

26 **156.08 Sign Permit Required.**  
27

28 This section describes the types of signs allowed with a sign permit. Specific regulations  
29 for each sign type may include further restrictions pertaining to which districts and/or  
30 uses within a district may utilize these sign types.

31  
32 (A) Attention-Getting Device.  
33

34 Attention-getting devices are permitted as temporary signs for nonresidential and  
35 mixed-use development in the nonresidential and SU districts.  
36

37 (1) Attention-getting devices are limited to the following display periods:  
38

39 (a) When used in coordination with an event, attention-getting devices  
40 are permitted a total display period of seven days prior to the start of the

1 event, the duration of the event, and three days following the end of the  
2 event.

3  
4 (b) When not in coordination with an event: 15 days.

5  
6 (c) Four display periods per year are permitted, with a minimum of 30  
7 days required between successive display periods.

8  
9 (2) Attention-getting devices for multi-tenant sites are subject to the following:

10  
11 (a) Each tenant establishment with ground floor frontage in a multi-  
12 tenant structure may have one freestanding and one wall-mounted  
13 attention-getting device installed or mounted simultaneously.

14  
15 (b) The display period and minimum 30-day interval between displays  
16 applies to each tenant establishment individually, rather than the site as a  
17 whole.

18  
19 (3) Freestanding attention-getting devices are subject to the following:

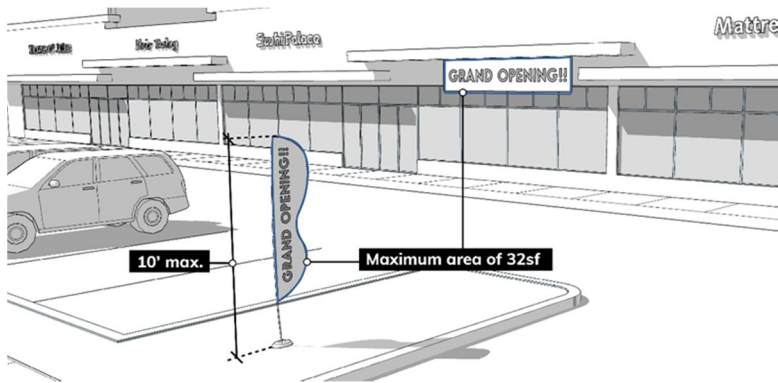
20  
21 (a) Freestanding attention-getting devices are allowed at a ratio of one  
22 attention-getting device for every 25 linear feet of street frontage. Where a  
23 structure or tenant space has less than 25 linear feet of street frontage,  
24 one attention-getting device is permitted. There shall be a 15 foot  
25 separation between freestanding attention-getting devices.

26  
27 (b) Freestanding attention-getting devices are limited to a maximum  
28 height of ten feet and 32 square feet in area. If designed as a balloon or  
29 inflatable sign, a freestanding attention-getting device is limited to a  
30 maximum of 15 feet in height, including any tethering.

31  
32 (c) Freestanding attention-getting devices shall be located a minimum  
33 of five feet from the property line, as measured from the outermost portion  
34 of the sign. No part of a freestanding attention-getting device may extend  
35 over the property line.

36  
37 (4) Wall-mounted attention-getting devices are limited to 60 square feet, and  
38 may not exceed the height of the ground floor of the structure. Wall-mounted  
39 attention getting devices for multi-tenant structures are limited to 32 square feet  
40 per tenant establishment.

41  
42 *Attention-Getting Device*



1  
2  
3 (B) Building-Mounted Signs.

4  
5 (1) General Regulations.

6  
7 (a) The following are considered building-mounted signs: permanent  
8 arcade signs, awning signs, blade signs, canopy signs, standard wall  
9 signs, and painted or projected wall signs.

10  
11 (b) Single-tenant structures are permitted a maximum building-  
12 mounted sign area of two square feet per one linear foot of building length  
13 or 50 square feet, whichever is greater. Multi-tenant structures are  
14 permitted a maximum building-mounted sign area of two square feet per  
15 one linear foot of frontage per ground-floor tenant, or 50 square feet per  
16 ground-floor tenant, whichever is greater.

17  
18 (c) Building-mounted signs may be used in any quantity or  
19 combination, so long as the total permitted square footage is not  
20 exceeded and all individual signs conform to the specific provisions per  
21 sign type established in Sections 156.08.B.2 through 156.08.B.8 below.

22  
23 (2) Arcade Sign.

24  
25 (a) Arcade signs are permitted for nonresidential and mixed-use  
26 development in all districts.

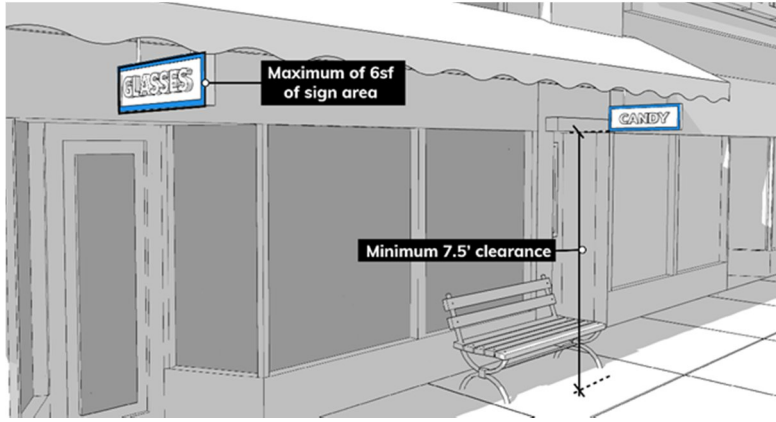
27  
28 (b) Arcade signs shall be located beneath, and shall be securely  
29 attached to an arcade, gallery, covered porch or walkway, awning, or  
30 canopy.

31  
32 (c) One arcade sign is permitted per building entry.

33  
34 (d) Arcade signs shall maintain a minimum vertical clearance of 7.5  
35 feet from the surface above which the sign is mounted, and are limited to  
36 a maximum of 12 square feet in sign area.

37  
38 (e) Arcade signs are not counted toward the maximum building-  
39 mounted sign area for single- or multi-tenant structures.

40  
41 *Arcade Sign*



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(3) Awning Sign.

- (a) Awning signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
- (b) Awning signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted.
- (c) Awning signs may encroach into the public right-of-way, but shall be located at least two feet from a curb line.
- (d) Sign copy on any awning sign is limited to 25% of each awning surface area (front, sides, valance).
- (e) Awning signs shall be constructed of durable, weather-resistant material such as, but not limited to, canvas, canvas-like material, nylon, vinyl-coated fabric, or permanent building material such as metal.
- (f) Solid, non-textile awnings are permitted lettering attached to and located either above or below the awning to a maximum height of 18 inches. If attached below the awning, a minimum vertical clearance of 7.5 feet shall be maintained from the bottom of the lettering to the surface above which it is mounted.
- (g) Awning signs may be externally illuminated. Any illumination of an awning sign shall be focused on the sign copy or printed area. Back-lit awnings are prohibited.

*Awning Sign*

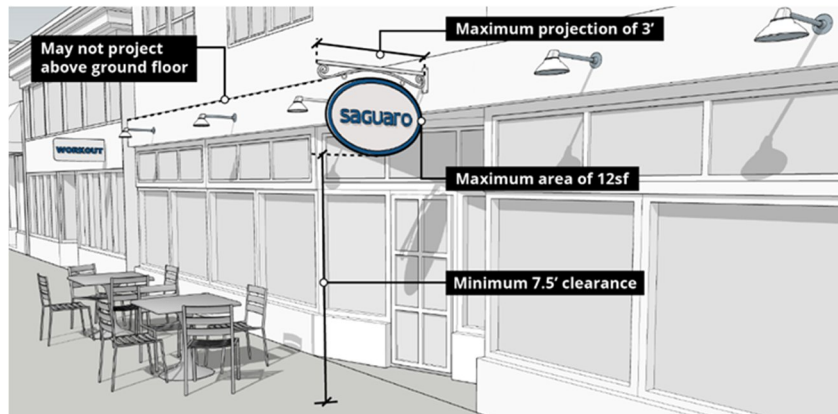


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22

(4) Blade Sign.

- (a) Blade signs are permitted for nonresidential and mixed-use development in the nonresidential, SU and H-1 districts.
- (b) One blade sign is permitted per establishment with ground-floor frontage on a street or public plaza.
- (c) Blade signs are limited to 12 square feet, and may project a maximum of three feet from the façade.
- (d) Blade signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted. No blade sign affixed to a building may project higher than the ground floor, including the sign support structure.
- (e) Blade signs may be internally or externally illuminated.

*Blade Sign*



23  
24  
25  
26  
27  
28  
29  
30  
31

(5) Canopy Sign.

Canopy signs are divided into two types: non-structural and structural.

- (a) Non-Structural Canopy Signs
  - 1. Non-structural canopy signs are permitted for multi-family

1 dwellings, nonresidential development, and mixed-use  
2 development in all districts.

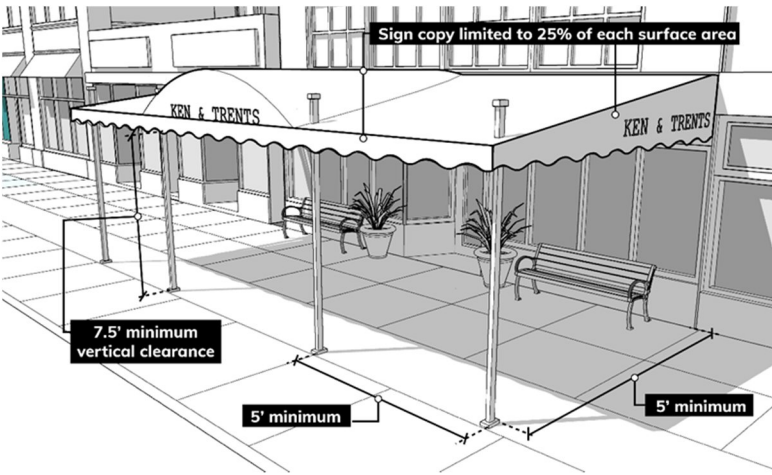
3  
4 2. Non-structural canopy signs shall maintain a minimum  
5 vertical clearance of 7.5 feet.

6  
7 3. Non-structural canopy signs may encroach into the public  
8 right-of-way but shall be located at least two feet from the curb line.  
9 Support posts shall maintain a minimum separation of five feet  
10 between posts and five feet between the posts and any building  
11 wall.

12  
13 4. Sign copy on any canopy sign is limited to 25% of each  
14 surface area (front, sides, valance).

15  
16 5. Non-structural canopy signs may be externally illuminated.  
17 Any illumination shall be focused on the sign copy or printed area.  
18 Back-lit canopies are prohibited.

19  
20 *Non-Structural Canopy Sign*



22  
23  
24 (b) Structural Canopy Signs

25  
26 1. Permissions for Structural Canopy Signs

27  
28 Structural canopy signs are permitted as follows:

29  
30 i. Structural canopy signs attached to the principal  
31 structure are permitted for multi-family dwellings,  
32 nonresidential development, and mixed-use development in  
33 all districts.

34  
35 ii. Freestanding structural canopy signs are permitted for  
36 gasoline service stations, drive-through window restaurants,  
37 and drive-through facilities in any district.

38  
39 2. Structural Canopy Signs Attached to Principal Structure

1  
2 Structural canopy signs attached to the principal structure are  
3 subject to the following:  
4

5 i. Canopy signs attached to the principal structure may  
6 encroach into the public right-of-way but shall be located at  
7 least two feet from a curb line.  
8

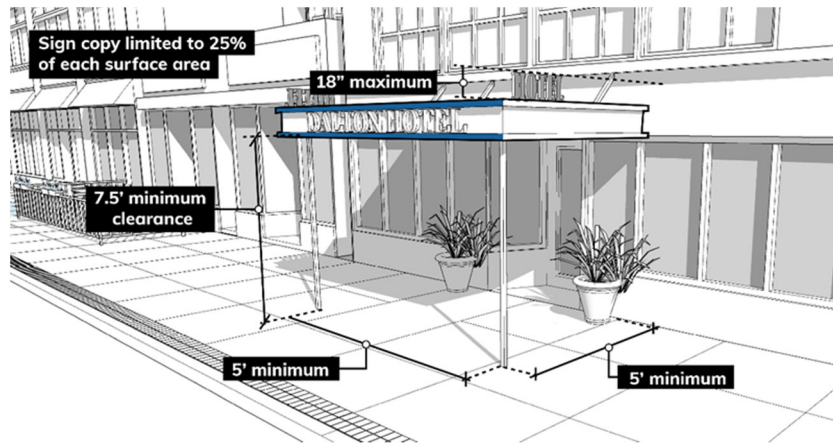
9 ii. Support posts shall maintain a minimum separation of  
10 five feet between posts and five feet between the posts and  
11 any building wall.  
12

13 iii. Canopy signs attached to a building shall maintain a  
14 minimum vertical clearance of 7.5 feet.  
15

16 iv. For structural canopies attached to a principal  
17 building, sign copy is limited to 25% of each surface area.  
18 Such signs are permitted lettering attached to and located  
19 either above or below the canopy to a maximum height of 18  
20 inches. If attached below the canopy, a minimum vertical  
21 clearance of 7.5 feet shall be maintained from the bottom of  
22 the lettering to the surface above which it is mounted.  
23

24 v. Structural canopy signs may be internally or externally  
25 illuminated. If externally illuminated, the lighting shall be  
26 focused on the sign copy or printed area.  
27

28 *Structural Canopy Sign Attached to Principal Structure*  
29



30  
31  
32 3. Freestanding Structural Canopy Signs  
33

34 Freestanding structural canopy signs are subject to the following.  
35 Such signs are exempt from the calculation of total building-  
36 mounted sign area.  
37

38 i. Freestanding structural canopy signs are subject to  
39 the setback requirements of the district where they are  
40 located or ten feet from any property line, whichever is

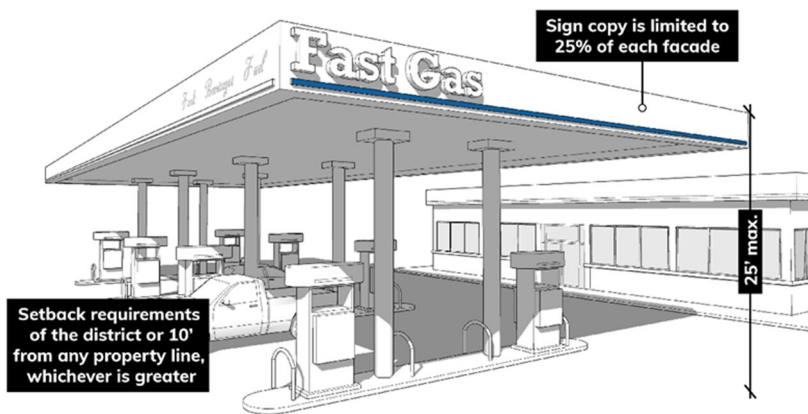
greater.

ii. Freestanding structural canopy signs are limited to a maximum height of 25 feet. Height is measured to the top of a flat roof or to the average height between the eave and the ridge of a pitched roof.

iii. For freestanding structural canopies, sign copy is limited to a maximum of 25% of the area of each façade. No sign may be mounted above the top of the roof of the structural canopy, but a sign mounted on the structural canopy façade may extend a maximum of six inches above the roofline.

iv. Freestanding structural canopy signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign copy or printed area. Freestanding structural canopies are permitted an illuminated band along each facade of the canopy, which is limited to 10% of the overall height of the facade of the canopy.

### *Freestanding Structural Canopy Sign*



### (6) Wall Sign, Standard

(a) Standard wall signs are permitted for nonresidential and mixed-use development in any district.

(b) Standard wall signs are permitted on all facades of a structure. On a site consisting of multiple structures, each structure is permitted wall signs per the regulations of this section. The square footage permitted for individual structures shall not be combined to create a larger sign on any one structure.

(c) For a single tenant structure, the maximum total wall sign area is

1 one square foot per one linear foot of building wall where the wall sign(s)  
2 will be mounted or 50 square feet, whichever is greater. The square  
3 footage permitted for individual façades shall not be combined to create a  
4 larger sign on any one façade.

5  
6 (d) For a structure that contains multiple tenants, each tenant that has  
7 exterior ground floor frontage is permitted a total wall sign area of one  
8 square foot per one linear foot of frontage or 50 square feet, whichever is  
9 greater. The square footage permitted for individual tenants shall be used  
10 only for each tenant frontage, and shall not be combined to create a larger  
11 sign along any tenant frontage.

12  
13 (e) The number of individual wall signs on a façade is not limited,  
14 however the cumulative sign area of all signs on a facade shall not exceed  
15 the maximum allowable total wall sign area per façade.

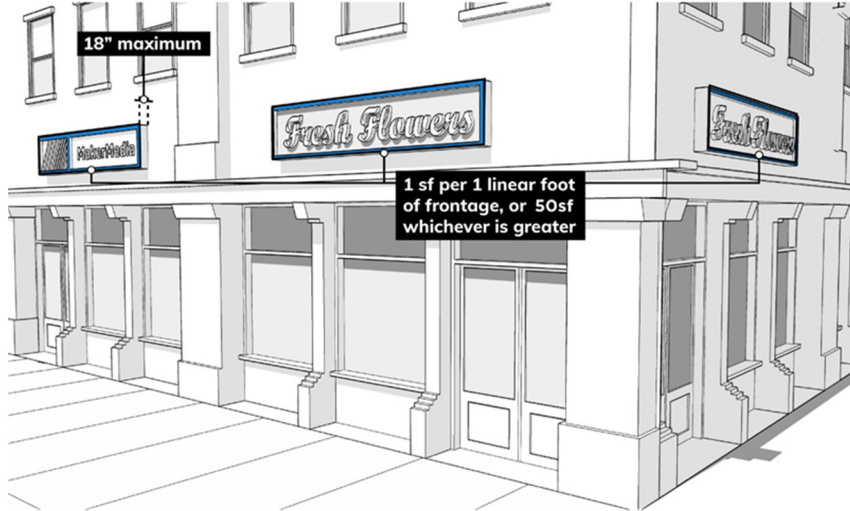
16  
17 (f) Standard wall signs may be internally or externally illuminated. If  
18 externally illuminated, the lighting shall be focused on the sign face.

19  
20 (g) Signs shall be safely and securely mounted to the building wall, and  
21 may project a maximum of 18 inches from the façade to which they are  
22 mounted.

23  
24 (h) No wall sign affixed to a building, including any sign support  
25 structure, may project horizontally beyond the end of a wall, or vertically  
26 beyond the roofline of a flat-roofed structure, or the eave of a pitched-roof  
27 structure.

28  
29 (i). On existing buildings, a parapet wall shall not be constructed for the  
30 sole purpose of increasing the allowable height of a wall sign. For new  
31 buildings, when a sign is mounted on a parapet wall, such parapet wall  
32 shall maintain consistency with the architectural design of the building,  
33 including building materials.

34  
35 *Wall Sign – Standard*



1 (7) Wall Sign, Painted.

2  
3 (a) Painted wall signs are permitted for nonresidential and mixed-use  
4 development in any district.

5  
6 (b) Painted wall signs are permitted on each facade of a structure.

7  
8 (c) Painted wall signs are limited to 50% of the façade on which they  
9 are painted, or 200 square feet, whichever is less. The square footage  
10 permitted for individual façades shall not be combined to create a larger  
11 sign on any one façade.

12  
13 (d) Painted wall signs may be externally illuminated. If externally  
14 illuminated, the lighting shall be focused on the sign face.

15  
16 (e) Painted wall signs shall not project more than 0.25 inches from a  
17 building wall.

18  
19 (8) Wall Sign, Projected.

20  
21 (a) Projected wall signs are exempt from the calculation of total  
22 building-mounted sign area.

23  
24 (b) Projected wall signs are permitted for nonresidential and mixed-use  
25 development in the nonresidential and SU districts.

26  
27 (c) Projected wall signs are limited to 50% of the façade onto which  
28 they are projected.

29  
30 (d) Projected wall signs shall remain static and shall not flash, rotate,  
31 or move. No projected wall sign shall display video.

32  
33 (e) Projected wall signs shall not direct glare onto adjacent properties.

34  
35 (f) Projected wall signs shall not extend beyond the façade onto which  
36 they are projected.

37  
38 (g) Projected wall signs shall not be projected over any other  
39 permanent or temporary sign, including painted wall signs.

40  
41 (C) Drive-Through Sign.

42  
43 (1) Drive-through signs are permitted for all drive-through window restaurants  
44 and drive-through facilities in any district.

45  
46 (2) Drive-through signs are limited to a maximum of 70 square feet in area  
47 and ten feet in height, and may comprise a mixture of separate freestanding  
48 signs, including preview boards installed at earlier points in the drive-through  
49 lane. The total square footage of all signs, however, shall not exceed 70 square  
50 feet.

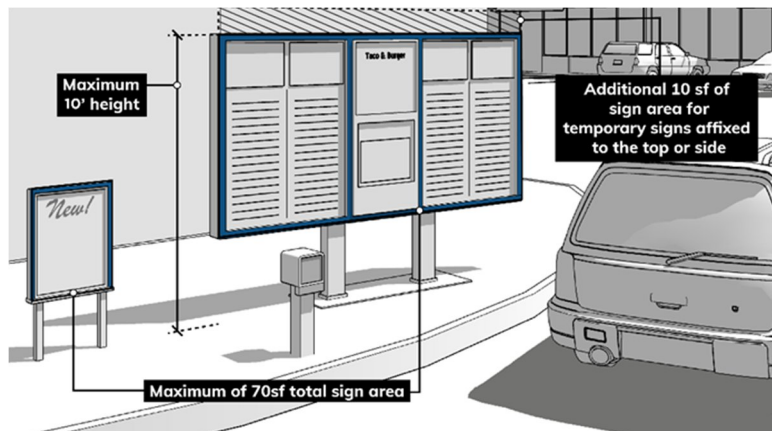
1  
2 (3) An additional ten square feet of sign area is permitted for temporary signs  
3 affixed to the top or sides of a permanent drive-through sign.  
4

5 (4) Drive-in restaurants, where customers park in designated stalls and  
6 remain in their vehicles to dine, are permitted one sign per parking stall. Such  
7 signs are limited to a maximum of 30 square feet in area per stall, and six feet in  
8 height. Signs may comprise a mixture of freestanding signs, and temporary signs  
9 such as promotions or special items affixed to the top or sides of a permanent  
10 sign. The total square footage of all signs, however, shall not exceed 30 square  
11 feet per stall.  
12

13 (5) Any drive-through sign, including signs within stalls at drive-in restaurants,  
14 shall be located a minimum of 15 feet from any residential district property line,  
15 measured from sign face to property line.  
16

17 (6) Drive-through signs, including signs within stalls at drive-in restaurants,  
18 may be internally illuminated, and may contain an electronic screen for  
19 interaction and verification with customers.  
20  
21  
22

### Drive-Through Sign



23  
24  
25 (D) Electronic Message Sign.  
26

27 (1) Electronic message signs are permitted for the following:  
28

29 (a) Nonresidential and mixed-use development in the nonresidential  
30 and SU districts.  
31

32 (b) The following uses in any zoning district: cultural facilities,  
33 educational facilities, parks, places of worship or similar uses.  
34

35 (c) Gasoline service stations in any district are permitted an electronic  
36 message sign to display any copy that is required to be displayed by law,  
37 such as fuel prices.  
38

39 (2) Electronic message signs are limited to the following dimensions:  
40

1 (a) Electronic message signs are limited to freestanding monument  
2 signs (156.08.F.2) and multi-tenant commercial center signs (156.08.F.4),  
3 and shall be integrated into a larger sign structure. The electronic  
4 component is limited to a maximum of 75% of the total area of the sign, or  
5 the limitations established in items b and c below, whichever is less.  
6

7 (b) The electronic component of electronic message signs in the  
8 nonresidential and SU districts is limited to a maximum of 50 square feet,  
9 unless located immediately adjacent to or across a right-of-way from a  
10 residential district, in which case they are limited to a maximum of 30  
11 square feet.  
12

13 (c) The electronic component of electronic message signs in any  
14 district other than the nonresidential and SU districts is limited to a  
15 maximum of 30 square feet.  
16

17 (3) Only one electronic message sign per lot is permitted. For the purposes of  
18 this regulation, a multi-tenant development comprising separate lots of record,  
19 including any out-lot parcels, is considered one lot.  
20

21 (4) The sign structure shall contain permanent copy in addition to the  
22 electronic component, such that if the electronic component is turned off, the sign  
23 is not blank.  
24

25 (5) Each message or image displayed on an electronic message sign shall be  
26 static for a minimum of eight seconds, and shall be complete, not continuing on a  
27 subsequent message.  
28

29 (6) Electronic message signs shall display static messages only, with no  
30 animation or effects simulating animation or video. Transitions from one message  
31 to another shall appear instantaneous as perceived by the human eye. Any  
32 scrolling, flashing, blinking, fading, rolling, shading, dissolving, spinning,  
33 revolving, shaking, or any other effect that gives the appearance of movement to  
34 the message or any component of the sign is prohibited.  
35

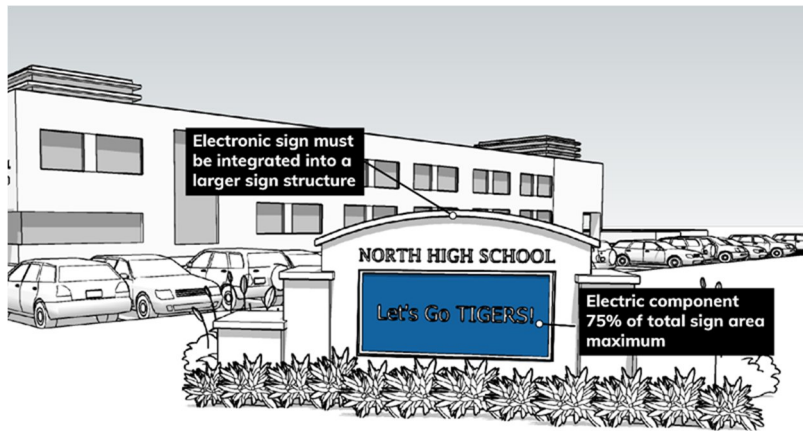
36 (7) For electronic message signs, the maximum brightness is limited to 5,000  
37 nits when measured from the sign's face at its maximum brightness, during  
38 daylight hours, and 500 nits when measured from the sign's face at its maximum  
39 brightness between dusk and dawn, i.e., the time of day between sunrise and  
40 sunset. The sign must have an ambient light meter and automatic or manual  
41 dimmer control that produces a distinct illumination change from a higher allowed  
42 illumination level to a lower allowed level for the time period between one-half  
43 hour before sunset and one-half hour after sunrise.  
44

45 (8) All signs shall contain a default mechanism that will cause the sign to  
46 revert immediately to a black screen if the sign malfunctions.  
47

48 (9) Electronic message signs shall not operate as an off-premises sign. This  
49 does not include public service messages.  
50

1  
2

### Electronic Message Sign

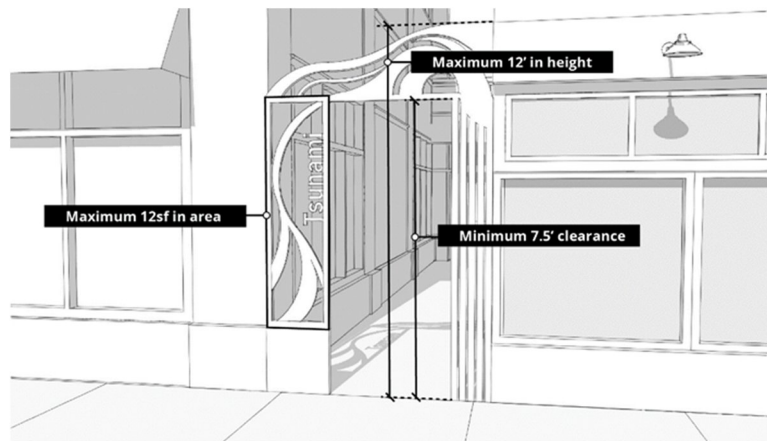


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#### (E) Gateway Sign.

- (1) Gateway signs are permitted for nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts.
- (2) One gateway sign is permitted per street frontage. Gateway signs shall be located over a main pedestrian entryway.
- (3) Gateway signs may not project into, over, or otherwise encroach on a public right-of-way or easement.
- (4) Gateway signs are limited to a maximum of 12 square feet in area and 12 feet in height. Signs shall maintain a minimum 7.5 foot vertical clearance to allow for passage through the sign.
- (5) Gateway signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

### Gateway Sign



25  
26  
27  
28  
29

#### (F) Ground Signs.

- (1) General Regulations.

1  
2 (a) The following are considered ground signs: freestanding monument  
3 signs, freestanding pylon signs, multi-tenant commercial center signs, and  
4 residential subdivision signs.

5  
6 (b) Each lot is permitted one ground sign per street frontage. One  
7 additional ground sign is permitted where a street frontage exceeds 200  
8 linear feet in length. A minimum of 50 feet separation is required between  
9 ground signs.

10  
11 (c) All ground signs shall conform to the specific provisions per sign  
12 type established in Sections 156.08.F.2 through 156.08.F.5 below.

13  
14 (2) Freestanding Sign, Monument.

15  
16 (a) Freestanding monument signs are permitted for multi-family  
17 dwellings, nonresidential development, and mixed-use development in any  
18 district.

19  
20 (b) Freestanding monument signs in residential districts are limited to a  
21 maximum of 40 square feet in area and eight feet in height.

22  
23 (c) In all other districts, freestanding monument signs are limited to a  
24 maximum of 70 square feet in area and ten feet in height, unless located  
25 immediately adjacent to or across a right-of-way from a residential district,  
26 in which case they are limited to a maximum of 60 square feet in area and  
27 ten feet in height.

28  
29 (d) A freestanding monument sign shall be designed so that the width  
30 of the top of the sign face is a minimum of 70% and a maximum of 130%  
31 of the width of the base, unless designed with decorative posts as follows:

32  
33 1. To provide flexibility for freestanding monument sign  
34 installation on sites where the ground is not level, structural (non-  
35 decorative) posts may extend from the ground to support the sign.  
36 Such posts are limited to a maximum of one foot in height  
37 (measured to the bottom of the sign face) above the ground at the  
38 location of their installation.

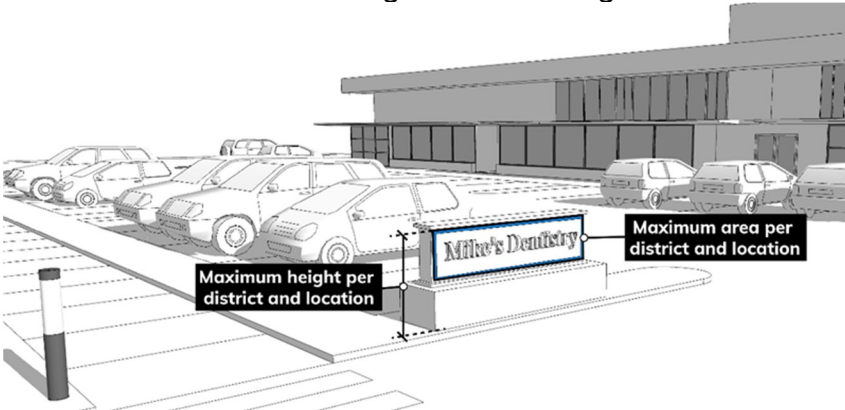
39  
40 2. Freestanding monument signs may be designed to include  
41 decorative posts as a component of the overall sign structure and  
42 design. Such posts are limited to a maximum of three feet in height  
43 (measured to the bottom of the sign face) above the ground at the  
44 location of their installation.

45  
46 (e) Freestanding monument signs shall be set back a minimum of five  
47 feet from any property line, and may not project into, over, or otherwise  
48 encroach on a public right-of-way or easement.

49  
50 (f) Freestanding monument signs may be internally or externally

1 illuminated. If externally illuminated, the lighting shall be focused on the  
2 sign face.

3  
4 *Freestanding Monument Sign*



5  
6  
7 (3) Freestanding Sign, Pylon.

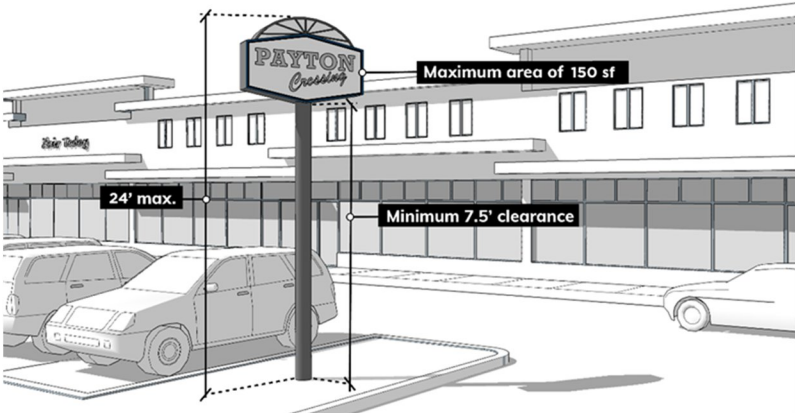
8  
9 (a) Freestanding pylon signs are permitted for nonresidential and  
10 mixed-use development in the nonresidential and SU Districts, with the  
11 exception of the NC and O-1 Districts.

12  
13 (b) Freestanding pylon signs are limited to 150 square feet in area and  
14 24 feet in height, unless located immediately adjacent to or across a right-  
15 of-way from a residential district, in which case they are limited to 60  
16 square feet in area and 16 feet in height.

17  
18 (c) Freestanding pylon signs shall maintain a minimum vertical  
19 clearance of 7.5 feet from the bottom of the sign face to the surface of the  
20 ground below.

21  
22 (d) Freestanding pylon signs may be internally or externally  
23 illuminated. If externally illuminated, the lighting shall be focused on the  
24 sign face.

25  
26  
27 *Freestanding Pylon Sign*



28  
29  
30 (4) Multi-Tenant Commercial Center Sign.

1  
2 The following standards apply to multi-tenant commercial center signs. Multi-  
3 tenant commercial centers of five or more acres are also required to submit a  
4 unified sign plan per the standards of Section 156.09.

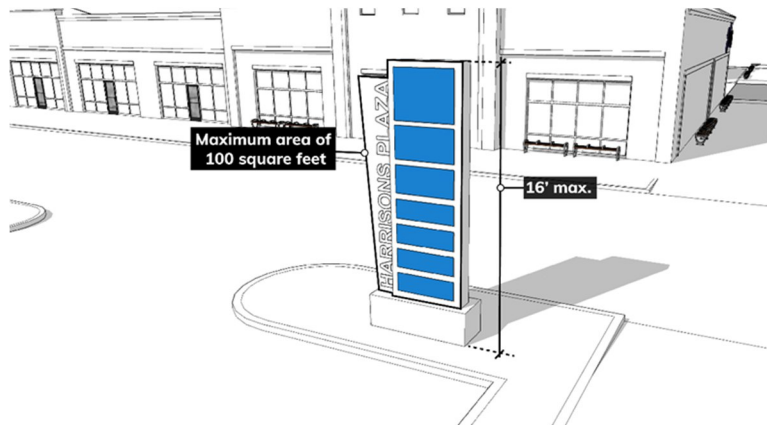
5  
6 (a) Multi-tenant commercial center signs are permitted for multi-tenant  
7 commercial centers in any district. A multi-tenant commercial center is a  
8 commercial development under unified control consisting of three or more  
9 separate commercial establishments sharing a common building, or which  
10 are in separate buildings sharing a common access/entranceway or  
11 parking area. For the purposes of this regulation, a multi-tenant  
12 development comprising separate lots of record, including any out-lot  
13 parcels, is considered one lot.

14  
15 (b) Multi-tenant commercial centers are permitted one sign per street  
16 upon which the commercial center has frontage of 100 feet or more. No  
17 street frontage may have more than one multi-tenant commercial center  
18 sign.

19  
20 (c) Multi-tenant commercial center signs shall be constructed as  
21 freestanding monument signs.

22  
23 (d) Multi-tenant commercial center signs are limited to 100 square feet  
24 in area and 16 feet in height.

25  
26 *Multi-Tenant Commercial Center Sign*



28  
29  
30 (5) Residential Subdivision Sign.

31  
32 (a) Residential subdivision signs are permitted for residential  
33 subdivisions in all districts.

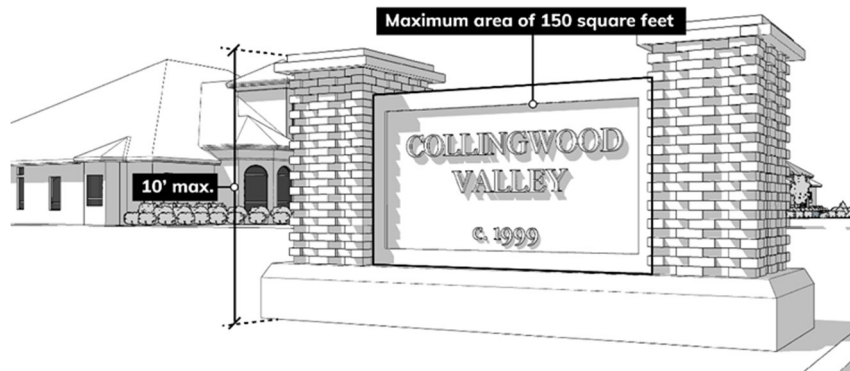
34  
35 (b) One residential subdivision sign is permitted for each entry point  
36 into the subdivision development. A minimum separation of 200 feet is  
37 required between signs.

38  
39 (c) Residential subdivision signs shall be constructed as freestanding  
40 monument signs, or mounted on/integrated into entry features such as

1 decorative or retaining walls.

2  
3 (d) Residential subdivision signs are limited to 150 square feet in area  
4 and ten feet in height.

5  
6 *Residential Subdivision Sign*



10 (G) Marquee Sign.

11  
12 (1) Marquee signs are permitted for nonresidential and mixed-use  
13 development in the C-1, C-2, O-1, M-1, and SU Districts.

14  
15 (2) Marquee signs shall be supported solely by the building to which they are  
16 attached. No exterior columns or posts are permitted as supports.

17  
18 (3) The roof of a marquee sign may not be used for any purpose other than to  
19 form and constitute a roof and shall be constructed of noncombustible material.

20  
21 (4) Water from the roof of a marquee may not drain, drip, or flow directly onto  
22 the surface of a public right-of-way. Sufficient downspouts, drains, and gutters  
23 shall be installed as part of each marquee to prevent water from the roof of the  
24 sign from flowing onto the surface of a public right-of-way.

25  
26 (5) Marquee signs shall be erected over a building entrance, and are limited  
27 to the width of the building entrance, plus an additional five feet on each side of  
28 the entrance doors.

29  
30 (6) A marquee sign shall maintain a minimum vertical clearance of ten feet  
31 from the surface above which it is mounted. The roof of a marquee sign shall not  
32 extend above any second-story windowsills, and shall not conceal or obscure  
33 any significant architectural features or ornamentation of the building to which it  
34 is mounted.

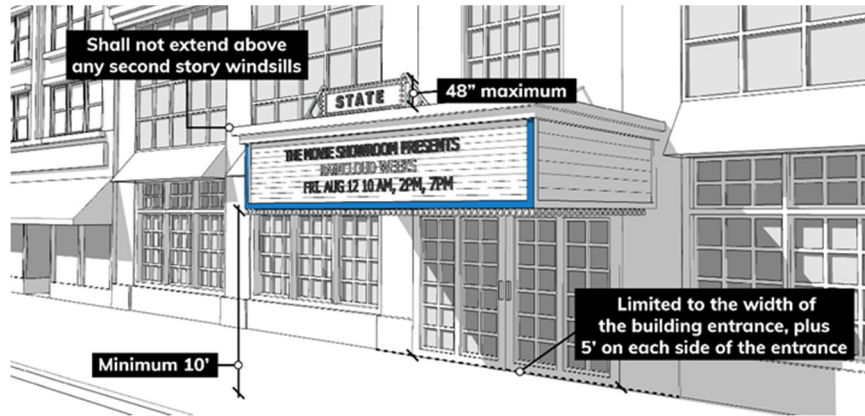
35  
36 (7) Marquee signs may encroach into a public right-of-way, but shall be  
37 located a minimum of two feet from any curb line.

38  
39 (8) Marquee signs are permitted lettering attached to and located above the  
40 roof of the sign to a maximum height of 48 inches.

1 (9) Marquee signs are permitted an electronic message component, subject  
2 to the standards of Section 156.08.D for such signs. Marquee signs are also  
3 permitted a changeable message board as a component of the marquee  
4 structure. However, the marquee sign may include only one of these two  
5 components, not both.  
6

7 (10) Marquee signs may be internally or externally illuminated. If externally  
8 illuminated, the lighting shall be focused on the sign face.  
9

### 10 Marquee Sign



### 12 (H) Right-of-Way Sign.

13  
14 Right-of-Way Signs are permitted as temporary signs, subject to the standards below.  
15

#### 16 (1) Right-of-Way Display Permit Required.

17  
18 It is unlawful for any person other than a City employee to place a sign in the  
19 public right-of-way without a valid Right-of-Way Display Permit. An individual may  
20 apply for either a Weekend Right-of-Way Display Permit or a 60-Day Right-of-  
21 Way Display Permit. An individual may only have one active Right-of-Way  
22 Display Permit at a time.  
23  
24

##### 25 (a) Weekend Right-of-Way Display Period

- 26 1. Temporary signs may be posted on the weekends from  
27 Friday at 12:00 noon through Monday at 12:00 noon local time.
- 28 2. A maximum of 50 individual signs may be posted.
- 29 3. A Weekend Right-of-Way Display Permit is valid for all  
30 weekends during one calendar month.
- 31 4. No more than 12 Weekend Right-of-Way Display Permits  
32 may be issued to any person within a 12 month period.
- 33 5. A person may apply for up to four consecutive calendar  
34 months in advance for a Weekend Right-of-Way Display Permit.  
35  
36  
37  
38  
39  
40

1  
2 (b) 60-Day Display Period  
3

4 1. Temporary signs may be posted in the right-of-way for up to  
5 60 consecutive calendar days.

6  
7 2. No more than three 60-Day Right-of-Way Display Permits  
8 may be issued to any person within a twelve month period

9  
10 3. A maximum of 50 individual signs may be posted.  
11

12 (2) Sign Standards.  
13

14 Temporary signs displayed in the public right-of-way in accordance with a validly  
15 issued Right-of-Way Display Permit pursuant to this Chapter shall conform with  
16 all of the following:  
17

18 (a) Signs may be a maximum of eight square feet in sign area and  
19 three feet in height.  
20

21 (b) All signs shall be constructed of semi-durable materials, such as  
22 but not limited to corrugated plastic, vinyl, acrylic, or similar and must be  
23 anchored to the extent possible to prevent movement of the sign.  
24 Anchoring of the sign may not be permanent in nature and shall not  
25 damage the property upon which it is placed.  
26

27 (c) Signs shall not be affixed to or leaned against any street light, utility  
28 pole, traffic signal, fence, or other similar structure in the right-of-way.  
29 Signs shall not be posted in medians, traffic circles, or roundabouts.  
30

31 (d) Signs shall not encroach on or interfere with any vehicular access  
32 point, or pedestrian access point.  
33

34 (e) Permitted signs left in the right-of-way more than 48 hours after  
35 expiration of an applicable permit may be removed by the City.  
36

37 (f) Non-permitted signs or duly-permitted signs placed in the right-of-  
38 way which violate any of the requirements of this Chapter are subject to  
39 removal by the City at the expense of the responsible party.  
40

41 (g) No sign may be placed in the clear-sight triangle area of any  
42 signalized or unsignalized intersection criteria is based on AASHTO's" A  
43 Policy on Geometric Design of Highways and Streets.  
44

45 **156.09 Unified Sign Plan.**  
46

47 (A) General Applicability.  
48

49 (1) A unified sign plan shall be used to coordinate all signs within  
50 developments of significant size, establishing criteria to govern the design and

1 construction of signs for current and future tenants.

2  
3 (2) In any district, nonresidential and mixed-use development upon which  
4 more than one sign requiring a permit is proposed to be erected may elect or be  
5 required to submit a unified sign plan in accordance with the following:

6  
7 (a) Single-tenant and two-tenant nonresidential or mixed-use  
8 developments of any size, and multi-tenant nonresidential and mixed-use  
9 developments less than five acres in size may submit a unified sign plan  
10 at the option of the applicant.

11  
12 (b) Multi-tenant nonresidential and mixed-use developments, including  
13 multi-tenant commercial centers, are required to submit a unified sign plan  
14 if five acres or more in size.

15  
16 (3) Unified sign plans shall be submitted and approved in accordance with  
17 this section.

18  
19 (B) Applicability to Existing Development.

20  
21 (1) For development existing as of - **date of adoption** – that requires a  
22 unified sign plan under the regulations of this section, the property owner may  
23 optionally submit a unified sign plan for approval. Once such unified sign plan is  
24 approved per the process described in this section, it shall be kept on file with the  
25 Department of Development Services and all future signs shall comply with the  
26 approved unified sign plan. If a proposed sign is in compliance with the unified  
27 sign plan, the Director of Development Services or their designee will issue a  
28 sign permit.

29  
30 (2) If a development existing prior to – **date of adoption** – that requires a  
31 unified sign plan under the regulations of this section chooses to forego the  
32 submission of a unified sign plan, each future sign installed in the development  
33 shall comply with all standards of this Chapter.

34  
35 (C) Unified Sign Plan Requirements.

36  
37 A unified sign plan shall provide details and specifications to establish a coordinated  
38 and consistent approach to all signs within a development. At a minimum, unified sign  
39 plans shall include the following:

40  
41 (1) A site plan for all lots within the development on which signs will be  
42 located, at a scale of not less than one inch to 100 feet and including the location  
43 of all buildings, parking lots, driveways and landscaped areas. The site plan shall  
44 accurately indicate the number, location, and orientation of all signs for which a  
45 permit is being sought, and the anticipated location of future signs requiring a  
46 permit.

47  
48 (2) A table or tables containing the following:

49  
50 (a) The number and description of all signs within the development for

1 which a permit is being sought, as well as future signs requiring a permit.

2  
3 (b) Computation of the maximum total sign area and number of signs  
4 permitted on the development site by this code.

5  
6 (c) Computation of the total sign area and number of signs being  
7 proposed, including dimensions of individual signs, maximum area, and  
8 maximum height.

9  
10 (3) Specification of standards for consistency among signs within the  
11 development, including color scheme, lettering or graphic style, lighting, typical  
12 location of building-mounted signs, materials, and sign proportions.

13  
14 (4) For each sign included in the unified sign plan for which a permit is being  
15 sought, the following shall be required:

16  
17 (a) Sign elevation, including annotated dimensions and description of  
18 sign elements.

19  
20 (b) For building-mounted signs, elevations including the location of  
21 each sign on the building face.

22  
23 (c) Description of illumination proposed for each sign.

24  
25 (D) Approval Procedure.

26  
27 Unified sign plans shall be approved by the Planning and Zoning Board in accordance  
28 with the following:

29  
30 (1) The applicant shall submit a unified sign plan to the Director of  
31 Development Services or their designee, who will review the unified sign plan  
32 and provide comment to the applicant. The applicant may modify the plan or  
33 submit the plan to the Planning and Zoning Board through the City Development  
34 Department. If the unified sign plan has not been modified per the comments of  
35 the Director of Development Services or their designee, a report detailing the  
36 comments will be forwarded to the Planning and Zoning Board with the unified  
37 sign plan.

38  
39 (2) The Planning and Zoning Board will review the unified sign plan at a public  
40 meeting. The Board will approve, approve with conditions, or deny the unified  
41 sign plan.

42  
43 (3) If the unified sign plan is approved with conditions, the plan shall be  
44 revised to comply with such conditions and be submitted to the Director of  
45 Development Services or their designee, who will verify that the revised unified  
46 sign plan complies with all required conditions.

47  
48 (4) If the unified sign plan is denied by the Planning and Zoning Board, the  
49 applicant may choose to submit a new unified sign plan or appeal the decision to  
50 the Governing Body.

1  
2 (5) Approved unified sign plans will be kept on file with the Director of  
3 Development Services. Following approval, no permanent sign shall be erected,  
4 placed or maintained except in conformance with the unified sign plan. If a  
5 proposed sign is in compliance with the unified sign plan, the Director of  
6 Development Services or their designee will approve the application through the  
7 standard permit process.  
8

9 (E) Amendments to Unified Sign Plans.

10  
11 (1) The Director of Development Services or their designee may approve  
12 minor modifications to an approved unified sign plan, including modifications to  
13 sign dimensions of 10% or less, and relocation of a sign or signs to respond to  
14 final site engineering or building construction issues such as topography,  
15 drainage, underground utilities, structural safety, or pedestrian and vehicular  
16 circulation, when such relocation is deemed to maintain general compliance with  
17 the approved unified sign plan.  
18

19 (2) Any modification not considered a minor modification requires resubmittal  
20 of a unified sign plan to be approved by the Planning and Zoning Board.  
21

22 (F) Flexibility for Unique Properties, Buildings, and Sign Designs.

23  
24 The unified sign plan may provide flexibility for properties that contain unique elements  
25 or requirements, such as those that may need more signage than is otherwise allowed  
26 (in size or in quantity), those that may require additional signage due to a unique  
27 orientation – such as adjacency to a major thoroughfare, or those that wish to include  
28 unique design elements such as signs with sculptural or placemaking features.  
29

30 (1) A unified sign plan may be approved by the Planning and Zoning Board  
31 with elements that exceed the permitted height, area, and/or number of signs  
32 specified in this Chapter with the recommendation of the Director of Development  
33 Services or their designee. Such recommendation shall be based on findings in  
34 accordance with the following:  
35

36 (a) The development contains unique or unusual physical  
37 characteristics such as topography, proportion, size or relation to a public  
38 street that would limit or restrict normal sign visibility.  
39

40 (b) The development exhibits unique characteristics of land use,  
41 architectural style, site location, physical scale, historical interest, or other  
42 distinguishing features that represent clear variation from conventional  
43 development.  
44

45 (c) The proposed signage incorporates special design features such as  
46 sculptural or placemaking elements, or logos, emblems, murals, or  
47 statuary that are integrated with the building architecture.  
48

49 (2) A recommendation to approve a unified sign plan with elements that  
50 exceed the standards of this Chapter shall be forwarded from the Director of

1 Development Services or their designee to the Planning and Zoning Board with  
2 the unified sign plan per the requirements of Section 156.09.D.

3  
4 **156.10 Nonconforming Signs.**

5  
6 (A) A nonconforming permanent sign and sign structure may remain in use so long  
7 as it remains otherwise lawful and has not been damaged or destroyed to the extent of  
8 more than 50% of its value. A nonconforming permanent sign and sign structure that is  
9 damaged or destroyed to the extent of 50% or more of its value shall not be restored or  
10 repaired unless it conforms to all applicable regulations of this Code.

11  
12 (B) Sign value, for the purposes of item A above, is determined by comparing a  
13 repair cost estimate of the damaged sign with an estimate of the cost of a new, identical  
14 sign. Sign owners shall supply such estimates to the Director of Development Services  
15 or their designee.

16  
17 (C) Once a nonconforming sign and/or sign structure has been removed, it shall not  
18 be restored or repaired unless it conforms to all applicable regulations of this Code.

19  
20 (D) All temporary nonconforming signs shall be removed or brought into  
21 conformance within 60 days of the effective date of this Code.

22  
23 (E) The sign face of an existing nonconforming permanent sign may be replaced, but  
24 the structure shall not be altered to accommodate such change.

25  
26 (F) No nonconforming sign and sign structure may be relocated, in whole or in part,  
27 to any other location on the same or another lot, unless the entire sign and sign  
28 structure conforms to all regulations applicable to the lot where the sign is relocated.

29  
30 (G) No nonconforming sign shall be altered or enlarged in a way that increases the  
31 nonconformity of the sign or sign structure. This does not include normal maintenance  
32 and cleaning, or changing of the sign face.

33  
34 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of  
35 this Ordinance, or any section, paragraph, clause, or provision of any regulation  
36 promulgated hereunder shall for any reason be held to be invalid, unlawful, or  
37 enforceable, the invalidity, illegality, or unenforceability of such section, paragraph,  
38 clause, or provision shall not affect the validity of the remaining portions of this  
39 Ordinance or the regulation so challenged.

40  
41 **Section 3. Compiling Clause.** This Ordinance shall be incorporated in and compiled  
42 as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

43  
44 **Section 4. Effective Date.** This Ordinance shall become effective January 1, 2024.

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46 ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

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Greggory D. Hull, Mayor

ATTEST:

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Rebecca A. Martinez, City Clerk  
(SEAL)

## 156 SIGN REGULATIONS

- 156.01 Title, Purpose, and Applicability
- 156.02 Definitions and Rules of Measurement
- 156.03 Summary Table of Allowed Signs
- 156.04 General Standards
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### 156.01 Title, Purpose, and Applicability

The purpose of this Chapter is to establish a comprehensive system of controls regarding the construction, installation, and maintenance of signs in the City of Rio Rancho. This regulations within this Chapter are intended to:

- A. Promote and protect the health, safety, and welfare of the City by ensuring the compatibility of signs with surrounding structures and land uses.
- B. Preserve the natural beauty and scenic environment of Rio Rancho, while enhancing the City's business and economic climate through regulations that encourage the orderly and effective display of signs, and discourage sign clutter.
- C. Protect the public from hazardous conditions that may result from the indiscriminate use and placement of signs, structurally unsafe signs, signs that obscure the vision of pedestrians or motorists, and signs that compete or conflict with necessary traffic signals, government signs, and warning signs.

### 156.02 Definitions and Rules of Measurement

**Attention-Getting Device.** Devices or ornamentations designed for the purpose of attracting attention. Attention-getting devices include sails, pennants, banners, temporary flex pole signs, balloon and inflatable signs, and similar. Flags of nations, states, and cities, or fraternal, religious, and civic organizations, or temporary holiday decorations are not attention-getting devices.

**Awning.** A roof-like cover designed for protection from the weather or as a decorative embellishment, which projects from a wall or roof of a structure over a window, walkway, or door, with no supports that extend to the ground.

**Drive-in Restaurant.** An eating establishment where customers park their vehicles in designated stalls and place orders through a speaker system, or directly with a restaurant employee. Food is delivered to the customer in the vehicle, and customers remain in their vehicle throughout the dining experience.

**Flag.** Flags of any nation, state, municipality, or political subdivision, flags officially designated as a national, state, or local symbol, or flags of fraternal, religious, and civic organizations. Pennants and sails are not considered flags.

**Flag, Commercial.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or similar pliable material attached to a freestanding flagpole or building-mounted flagpole.

**Foot-candle.** A unit of measure of illuminance equal to one lumen of light spread over an area of one square foot.

**Lumen.** A unit of light or illumination from a lamp or bulb, as defined by the International System of Units (SI). A typical 60-watt incandescent bulb or a 13-watt fluorescent bulb emits approximately 800 lumens. Light incident on a surface is measured in foot-candles (SI) using a commercial light meter.

**Marquee.** A permanent roof-like structure constructed of permanent building materials that extends from the wall of a structure with no supports extending to the ground providing protection from the elements.

**Multi-Tenant Commercial Center.** A multi-tenant commercial center is a commercial development under unified control consisting of three or more separate commercial establishments sharing a common building, or which are in separate buildings sharing a common access/entranceway or parking area.

**Nit.** A unit of measurement used to quantify the brightness or luminance of a light source. One nit is equal to one candela per square meter.

**Off-Premises Sign, Permanent.** A permanent sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. Permanent off-premises signs are also called billboards (See Chapter 154 of the City of Rio Rancho Municipal Code).

**Off-Premises Sign, Temporary.** A temporary sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. This includes any ground-mounted, building-mounted, or sign painted, pasted, or otherwise affixed to any tree, rock, fence, utility pole, hydrant, bridge, sidewalk, parkway, curb or street, bench, or trash receptacle that directs attention off-premises.

**On-Premises Sign.** A sign directing attention to a business, product, service, entertainment event, activity, or other commercial activity that is sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located.

**Right-of-Way.** The total area of land deeded, reserved by plat, or otherwise acquired by the city, primarily for the use of the public for the movement of people, goods, and vehicles. For the purpose of this chapter, city drainage or utility easements, and other city-owned easements, such as maintenance and service roads serving channels or arroyos, are also included.

**Sign.** A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to identify, announce, direct, or inform that is visible from a public right of way.

**Sign Face.** The area of a sign that is designed and intended to display information, graphics, or messages. It represents the visible side or sides of the sign that are meant to be seen by pedestrians, motorists, or other viewers.

**Sign, A-Frame.** A freestanding temporary, movable sign ordinarily in the shape of the letter "A" or some variation thereof. An A-Frame sign is displayed on the ground, not permanently fixed to the ground, and is usually two-sided, generally connected at the top and separated at the bottom.

**Sign, Animated.** A sign that uses moving or changing lights to depict action, movement, or the optical illusion of movement of part of the sign structure, sign, or pictorial segment, or including the movement of any illumination or the flashing or varying of light intensity to create a special effect or scene. Animated signs do not include electronic message signs.

**Sign, Arcade.** Any sign suspended from and located entirely under an arcade, covered porch, covered walkway, or similar architectural feature.

**Sign, Awning.** An awning sign is a sign printed, painted, stamped, perforated, stitched, or otherwise displayed upon an awning.

**Sign, Blade.** A sign attached to and projecting out from a building face or wall, generally at right angles to the building. Blade signs include signs that are totally in the right-of-way, partially in the right-of-way, or fully on private property.

**Sign, Canopy.** A canopy sign is a sign printed, mounted, or installed upon a canopy. A canopy sign may be one of two types:

1. **Canopy, Non-Structural.** A roofed structure attached to a building, which is not integral to the structure, that is made of durable, weather-resistant material such as canvas, canvas-like material, nylon, or vinyl-coated fabric, placed to

extend outward from the building and supported both by mountings on the structure wall and by supports that extend to the ground.

**2. Canopy, Structural.** A roofed structure constructed of permanent building materials, such as metal, brick, stone, wood or similar building materials, which is constructed as part of and attached to a building, and extends outward from the building, supported both by the structure and by supports that extend to the ground.

**Sign, Changeable Message.** A component of a sign, allowing for a message to be changed manually.

**Sign, Drive-Through.** A sign constructed as a component of a drive-through facility.

**Sign, Electronic Message.** A sign designed with a portion of the sign area using changing light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the electronic display panel(s) to form a message or messages in text and/or images, where the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Time/temperature signs, Flashing signs and animated signs are not considered electronic message signs. Electronic message signs do not include electronic billboards, which are addressed as billboards in Chapter 154 of the City of Rio Rancho Municipal Code.

**Sign, Flashing.** A sign with an intermittent or sequential flashing light source used primarily to attract attention. Flashing signs do not include electronic message signs.

**Sign, Freestanding Pylon.** A sign that is placed on or supported by the ground, independent of the principal structure on the lot and affixed, attached, or erected on a pole or pylon.

**Sign, Freestanding Monument.** A sign that is placed on or supported by the ground, independent of the principal structure on the lot, designed with a monument base that is an integral part of the sign structure.

**Sign, Gateway.** A sign that is installed over a pedestrian entryway and supported by the ground, independent of the principal structure on the lot, designed as an entryway feature to the property.

**Sign, Government.** A sign erected and maintained pursuant to and in discharge of any government function. A government sign does not include any required legal notice by municipal codes and ordinances; such legal notice is not controlled by the sign code.

**Sign, Marquee.** A sign that is displayed upon or attached to a marquee. Where designed as a changeable message sign, the changeable message portion may be manually changed or electronically changed when permitted by this Code.

**Sign, Moving.** A sign where the entire sign structure or a portion of which rotates, moves, elevates, or in any way alters position or geometry. A tri-vision sign where triangular prisms rotate inside a frame to show a new message and/or information are considered moving signs. Moving signs do not include clocks or barber poles.

**Sign, Multi-Tenant Commercial Center.** A freestanding monument sign installed in conjunction with a multi-tenant commercial center.

**Sign, Nonconforming.** A sign which was in conformity with the applicable regulations when created but which would now be prohibited or does not conform to one or more of the regulations in the sign code or future amendments thereto.

**Sign, Portable.** A sign whose principal supporting structure is intended, by design and construction, to rest upon the ground for support and may be easily moved or relocated for reuse. Portable signs include, but are not limited to, signs mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels removed. Portable signs do not include A-frame signs.

**Sign, Residential Subdivision.** A freestanding monument sign installed at the entrance of a residential subdivision. A Residential Subdivision Sign may also be mounted on or integrated into an entry feature, such as a wall.

**Sign, Right-of-way.** A temporary sign installed in the public right-of-way in accordance with an approved right-of-way display permit. Right-of-way signs shall not be considered temporary off-premises signs.

**Sign, Roof.** Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure. A sign attached to an exterior wall of a building but whose face extends above the roofline or plate line by less than 10% of the face of a sign shall not be considered a roof sign.

**Sign, Temporary.** Any sign which is erected for a limited time and/or special purpose, typically constructed from semi-durable materials and not constituting a permanent structure.

**Sign, Vehicle.** Signs placed, mounted, installed, or painted on a vehicle for the primary purpose of attracting attention to an occupant's presence within a building at which the vehicle is being parked.

**Sign, Wall – Standard.** A sign that is attached directly to an exterior wall of a building or dependent upon a building for support and projects 18 inches or less from the wall of a structure with the exposed face of the sign in a plane substantially parallel to the face of the wall. Window signs are not considered wall signs.

**Sign, Wall – Painted.** A sign that is painted, applied, or affixed directly on the exterior wall of a building or structure. A painted wall sign is not limited to only the application of paint, but includes other methods of application and/or material including but not limited to tile, screen printing, vinyl application, and paste-ups.

**Sign, Wall – Projected.** A sign created by an optical device that projects an image directly onto the exterior wall of a building or structure by light or other technological means.

**Sign, Window.** A sign that is attached to, placed upon, or printed on the interior or exterior of a window or door of a building, or displayed on the interior within two feet of a window intended for viewing from the exterior of such a building. A window sign may be either permanent or temporary. Shadowbox design within display windows, where the window display is designed with a background enclosure that blocks views into the establishment, is considered a window sign and the entire area of the shadowbox is subject to the maximum sign area limitation.

**Sign, Wrap.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or a similar pliable material attached to a building or structure under construction, renovation, or maintenance and used to screen such construction, renovation, or maintenance activity.

**Sign, Yard.** A sign placed within a street-facing yard intended to be viewed by the public.

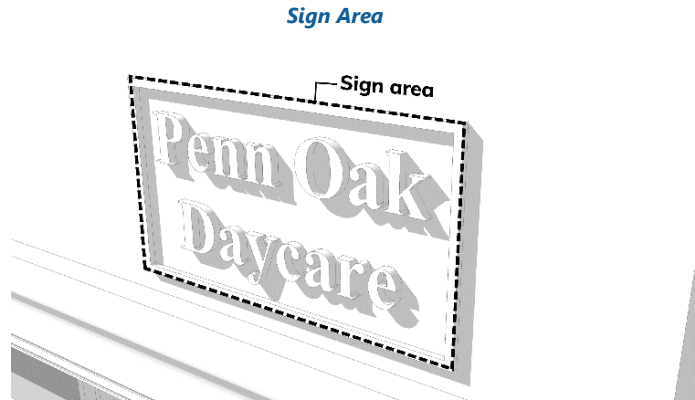
**Strobe light.** An electronic lighting device designed to emit intense, rapid flashes of light in a systematic and repetitive manner, typically at frequencies ranging from a few to several dozen flashes per second, with each flash lasting for a brief duration.

**Unified Sign Plan.** A Unified Sign Plan addresses signage on a site to establish a coordinated and consistent approach to all signs within developments of significant size. Unified Sign Plans also allow for modification of the regulations of this Code such as permitted height, area, location and number of signs to respond to unique site conditions such as topography, size, or relation to a public street that would limit or restrict normal sign visibility.

## **B. Rules of Measurement**

### **1. Sign Area**

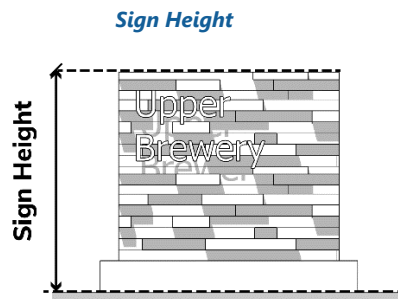
- a.** The sign area of each sign is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment, symbols, logos, letters, characters, other figures, or frames, whether structural or decorative. The calculation of sign area does not include any supports or bracing. For channel letters or freestanding logos/symbols, the sign area is calculated as the customary, applicable mathematical formula for the total area of each square, circle, ellipse, rectangle, or triangle, or combination thereof, that encompasses each word, logo, image, background, and/or display.



**b.** Window area, for the purpose of calculating maximum area of window signs, is calculated as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area. Total window area is calculated as length times width of the window area. Only the individual letters or logos of the window sign shall be used in the calculation of surface area. The transparent film around the perimeter of the individual letters or logos composing the window sign and used to affix the window sign to the interior or exterior of a windowpane or glass door shall be exempt from the area calculations, provided that such portion of the film maintains 100% transparency.

## 2. Sign Height

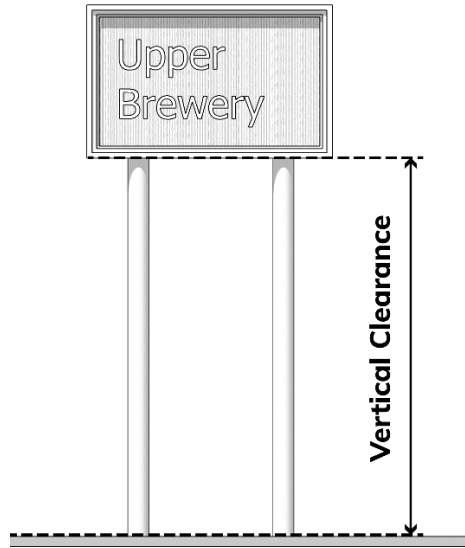
For ground signs, sign height is measured as the vertical distance measured from the normal grade at the base of the sign to the highest point of the sign, including any decorative elements. Normal grade shall be construed to be the existing grade prior to construction or the newly established grade after construction, exclusive of any fill, berm, mound, or excavation solely for the purpose of locating the sign, whichever is lower. Where a sign is installed on a slope, height shall be measured from the average grade at the base of the sign, determined by measuring the grade at the center of each side of the sign structure and calculating the average.



## 3. Vertical Clearance

Vertical clearance is measured as the vertical distance measured from the ground directly below the sign to the lowest point of the sign.

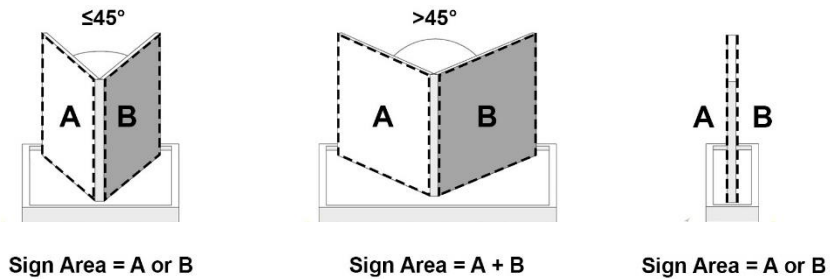
**Vertical Clearance**



**4. Number of Sign Faces**

If the interior angle between two sign faces is  $45^\circ$  (degrees) or less, the sign area is calculated as the area of one face only. If the interior angle between two sign faces is greater than  $45^\circ$  (degrees), the sign area is calculated as the sum of the two faces.

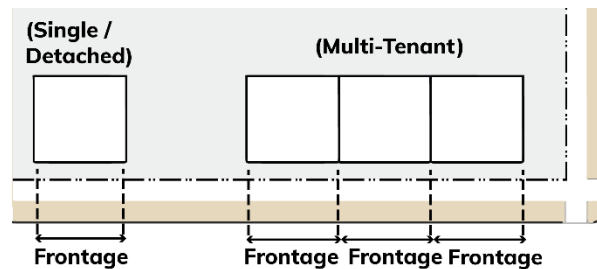
**Calculation of Sign Faces**



**5. Frontage Length**

Frontage length is measured as the linear distance between the surfaces of the outermost parallel walls of a principal structure. Where frontage length is calculated on a tenant basis, it is measured from the centerline of any party wall defining the tenant unit to the centerline of another party wall or the surface of an exterior wall.

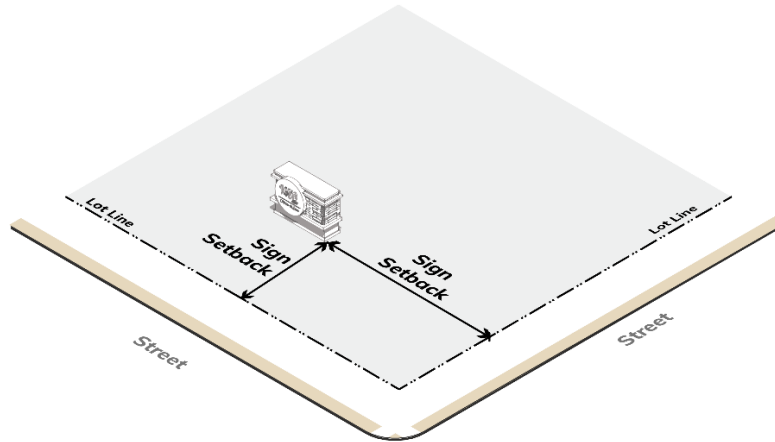
**Calculation of Frontage Length**



## 6. Sign Setback

Sign setback is measured perpendicularly from the applicable property line to the closest point of the sign or sign structure.

*Calculation of Sign Setback*



### 156.03 Summary Table of Allowed Signs

Table 156-01, Summary Table of Allowed Signs, catalogs the types of permitted signs, both permanent and temporary, and indicates whether such sign requires a sign permit. This table is provided for reference purposes only. In the case of any conflict with the regulations of this Chapter and this ordinance, the specific sign regulations control over this table. Permanent Off-Premises Signs, also called Billboards, are not included in this table and are regulated by Chapter 154 of the City of Rio Rancho Municipal Code.

**Table 156-01: Summary Table of Allowed Signs**

Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
<b>A-Frame Sign</b> (156.07.A)	☑		Nonresidential and mixed-use development in nonresidential, SU, and H-1 districts
<b>Arcade Sign</b> (156.08.B.2)		☑	Nonresidential and mixed-use development in all districts
<b>Attention-Getting Device</b> (156.08.A)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Awning Sign</b> (156.08.B.3)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Blade Sign</b> (156.08.B.4)		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Canopy Sign - Non-Structural</b> (156.08.B.5.a)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Canopy Sign – Structural</b> (156.08.B.5.b)		☑	<u>Attached</u> : Multi-family dwellings, nonresidential development, and mixed-use development in all districts <u>Freestanding</u> : Gasoline service stations, drive-through window restaurants, and drive-through facilities in all districts
<b>Drive-Through Sign</b> (156.08.C)		☑	Drive-through window restaurants and drive-through facilities in all districts

Table 156-01: Summary Table of Allowed Signs			
Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
<b>Electronic Message Sign</b> (156.08.D)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts  For the following uses in all districts: cultural facilities, educational facilities, parks, places of worship, or similar uses  Gasoline service stations in any district, to display copy that is required to be displayed by law
<b>Flag</b> (156.07.G)	☑		All districts
<b>Freestanding Sign, Monument</b> (156.08.F.2)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Freestanding Sign, Pylon</b> (156.08.F.3)		☑	Nonresidential and mixed-use development in the nonresidential and SU Districts, with the exception of the NC and O-1 Districts
<b>Gateway Sign</b> (156.08.E)		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Government Sign</b> (156.07.F)	☑		All districts
<b>Marquee Sign</b> (156.08.G)		☑	Nonresidential and mixed-use development in the C-1, C-2, O-1, M-1, and SU districts
<b>Multi-Tenant Commercial Center Sign</b> (156.08.F.4)		☑	Multi-tenant commercial centers in all districts
<b>Residential Subdivision Sign</b> (156.08.F.5)		☑	Residential subdivisions in all districts
<b>Right-of-Way Sign</b> (156.08.H)		☑	Within the public right-of-way, subject to standards
<b>Sign for Cultural or Historical Site</b> (156.07.D)	☑		Sites or buildings with cultural or historical significance in all districts
<b>Sign for Multiple Tenant Building Entry</b> (156.07.H)	☑		Multi-family dwellings, nonresidential development, and mixed-use development with multiple tenants in all districts
<b>Sign for Nonresidential or Mixed-Use Construction Activity</b> (156.07.C)	☑		Sites where active nonresidential or mixed-use construction is taking place in all districts
<b>Sign for On-Site Repair, Renovation, or Improvement</b> (156.07.I)	☑		Sites where on-site repair, renovation, or improvements are taking place in all districts
<b>Sign for Parking Lot or Structure Circulation Point</b> (156.07.J)	☑		Parking lots and structures in all districts
<b>Sign for Real Estate Activity</b> (156.07.K)	☑		Sites where a structure or lot is offered for sale, lease, or rent in all districts
<b>Sign for Residential Construction Activity</b> (156.07.B)	☑		Sites where active residential construction is taking place in all districts
<b>Sign on Gas Pump Island</b> (156.07.E)	☑		Gasoline service stations in all districts
<b>Wall Sign, Painted</b> (156.08.B.7)		☑	Nonresidential and mixed-use development in all districts
<b>Wall Sign, Projected</b> (156.08.B.8)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Wall Sign, Standard</b>		☑	Nonresidential and mixed-use development in all districts

Table 156-01: Summary Table of Allowed Signs			
Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
(156.08.B.6)			
<b>Window Sign</b> (156.07.L)	☑		Nonresidential and mixed-use development in all districts
<b>Yard Sign</b> (156.07.M)	☑		All residential districts

**156.04 General Standards**

All signs constructed, erected, modified, or altered shall comply with the following standards.

**A. Exceptions**

All signs constructed, erected, modified, or altered shall comply with the standards of this Chapter, whether such signs do or do not require a sign permit, except for those items listed in this section. The following signs are not regulated by this Chapter.

1. Signs within a building or enclosed space within a development that are not visible from a public right-of-way.
2. Any required public notice, sign, or warning installed by federal, state, or local governments.
3. Logos and labels located on mechanical equipment, recycling bins, trash containers, and similar equipment, which are part of the equipment as manufactured and/or installed.
4. Works of art that do not contain a commercial message.
5. Holiday decorations that do not contain a commercial message.

**B. Location Restrictions**

1. No sign may be erected in a location that violates the building code, fire code, and other applicable City codes or ordinances.
2. No sign is permitted within the clear sight triangle as established within Chapter 154 of the City of Rio Rancho Municipal Code.
3. Only signs that have been placed by or authorized by the federal government, state government, or the City may be installed on public property. Any sign installed on public property, including rights-of-way, without prior authorization, will be removed by the City without notice and may be disposed of.
4. No permanent sign may be erected on private property without the consent of the property owner or his/her authorized agent. Any sign installed on private property without authorization may be removed by the property owner without notice and may be disposed of.
5. No sign may be erected in a manner that obstructs access to any ingress or egress, fire escapes, fire hydrants, fire department connections, or standpipes and similar fire safety connections.

**C. Audio Components**

Audio components are prohibited as part of any sign, except for the following:

1. Drive-through sign: For drive-through signs, including signs in individual stalls at drive-in restaurants, the audio component is limited to communication between the customer and the restaurant staff taking orders.

2. Signs owned and/or operated by a government agency.
3. Permitted gas station pump video screens.

#### **D. Illumination**

In addition to the standards below, all outdoor lighting shall comply with Chapter 159 of the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky Protection Act. In the case of a conflict, the more stringent requirement shall apply.

1. Any sign illumination, including gooseneck reflectors, external illumination, and internal illumination, shall be designed, located, shielded, and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, and prevent the distraction of motor vehicle operators or pedestrians in the public right-of-way.
2. The sign face of internally illuminated signs shall function as a filter to diffuse illumination. The sign face shall cover all internal illumination components so that no exposed bulbs are visible.
3. All external illumination of a sign shall concentrate the illumination upon the printed area of the sign face.
4. The use of bare bulbs as external illumination is only permitted for marquee signs.
5. No sign illumination may be combined with reflective materials, such as mirrors, polished metal, or highly glazed tiles, which would increase glare.
6. The maximum allowable illumination measured at the property line is one lumen per square foot (one foot-candle), unless such signs are allowed to extend over the property line, where the maximum allowable illumination is measured at the back of curb or edge of pavement.
7. For electronic message signs, the maximum brightness is limited to 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunrise and sunset. The sign shall have an ambient light meter and automatic or manual dimmer control that produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one-half hour before sunset and one-half hour after sunrise.

#### **E. Construction Standards**

1. Supports and braces shall either be designed as an integral part of the overall sign or obscured from public view to the extent feasible.
2. All signs attached to a building shall be installed and maintained so that wall penetrations are watertight and the structure does not exceed allowable stresses of supporting materials.
3. All signs shall be designed and constructed in compliance with the building code, electrical code, and all other applicable codes and ordinances.
4. Glass comprising any part of a sign shall be safety glass.
5. Conduits, raceways, and other components of a sign illumination system shall be designed as an integral part of the overall sign structure and obscured from public view to the extent technically feasible.

#### **F. Permitted Materials for Signs**

1. Permanent sign structures shall be constructed of durable materials such as brick, wood or simulated wood, stone, concrete, metal, plastic, or high-density urethane (HDU) foam board or similar durable foam construction. Solid awnings and structural canopies shall be constructed of permanent building materials.

2. Awning, canopy, blade, and wall signs may also be constructed of durable weather resistant material such as canvas, nylon, or vinyl-coated fabric.
3. Wall, awning, canopy, and blade signs constructed of material shall be mounted within a frame so that they are held taut between all support posts.

#### **G. Required Maintenance**

1. All signs shall be kept in a safe and well-maintained condition and appearance, and shall be repainted or otherwise maintained by the property owner or business owner to prevent corrosion or deterioration caused by the weather, age, or any other condition.
2. All signs shall be maintained to prevent any kind of safety hazard, including faulty or deteriorated sign structures, a fire hazard, or an electrical shock hazard.
3. All unused sign hardware or wiring shall be removed.
4. No sign frame may remain unfilled or allow any internal part or element of the sign structure to be visible.
5. If a sign is maintained in an unsafe or unsecured condition, it shall be removed or the condition corrected. If The sign is not removed or the condition is not corrected within the required time period, the City may enforce this order through applicable enforcement procedures.
6. The City may remove any sign that is creating an imminent danger of significant harm to persons or property summarily and without notice. The owner of such sign is responsible for all costs of removal. The method for collection of costs may include, but shall not be limited to, a lien pursuant to NMSA SS 3-36-1 to 3-36-7.
7. Where possible by the design of a sign structure, the owner of a permanent sign that becomes obsolete after the associated activity or use is discontinued or abandoned shall remove all sign copy from the sign structure and the panels shall be removed and replaced with a blank panel. This requirement is not satisfied by reversing (i.e., turning such copy so that it faces inward), painting over, covering with vinyl or other fabric, or other means of obfuscating such copy.
8. Any activity that increases the sign area, sign height, or any sign dimension, or moves the location of a sign, requires a sign permit.
9. The following maintenance activities are exempt from requiring a sign permit. All other maintenance and alterations to a sign require a permit.
  - a. Painting, cleaning, or other normal maintenance and repair of a sign. This does not include any structural changes or any changes in the electrical components of the sign, including the removal or replacement of electrical components.
  - b. Changing the copy of a changeable message sign

#### **H. Permanent Off-Premises Signs**

Permanent off-premises signs are considered billboards, which are a distinct land use, and are subject to the regulations of Chapter 154 of the City of Rio Rancho Municipal Code.

### **156.05 Sign Permit**

No sign, unless specifically identified as exempt by this Chapter, may be erected, constructed, altered, or relocated without first obtaining approval of a sign permit in accordance with the following.

#### **A. Authority**

The Director of Development Services or their designee is responsible for determining compliance with this title and issuing a sign permit.

## **B. Approval Procedure**

1. A complete application for a sign permit, as well as any submittals required as a component of the application, shall be submitted to the Director of Development Services or their designee. If the party submitting the application does not own the subject property, the property owner is required to submit written permission for the installation of the sign as a component of the application.
2. Upon receiving an application for a sign permit, the Director of Development Services or their designee shall review it for completeness. If the application is determined to be incomplete, the applicant shall be notified in writing, specifying the deficiencies in the application.
3. Following a determination of completeness, the Director of Development Services or their designee shall either:
  - a. Approve the sign permit, if the application complies with all the requirements of these regulations and any other applicable codes.
  - b. Deny the sign permit, if the application fails in any way to comply with the requirements of these regulations or any other applicable codes. If the application is denied, the applicant shall be notified in writing, specifying the section or sections of these regulations or any other applicable codes with which the application is inconsistent.

## **C. Fees**

To obtain a sign permit, all fees in accordance with the City's associated fee schedule shall be paid.

## **D. Illegal Signs**

### **1. Illegally constructed signs**

If a sign is constructed illegally without a required sign permit, the Director of Development Services or their designee will serve notice to the property owner that such sign shall be removed within 30 days of notice for permanent signs or seven days of notice for temporary signs. If the sign is not removed within the required period, the Director of Development Services or their designee may enforce this order through any remedies that are and as may from time to time be provided for or allowed by state law or municipal ordinances.

### **2. Illegally placed signs**

Any sign placed on public property or within the public right-of-way without authorization may be removed immediately and without notice.

## **156.06 Prohibited Signs**

The following sign types are specifically prohibited. All signs not expressly permitted by this chapter are also prohibited.

- A. Flashing signs, except as specifically permitted within this Code.
- B. Moving signs whether illuminated or not, including any sign that rotates, revolves, or has any visible moving part, or any sign that gives the appearance of movement, including signs designed to be moved by wind or other natural elements. This excludes clocks and barber poles.
- C. Portable signs, not including A-frame signs.
- D. Roof signs.

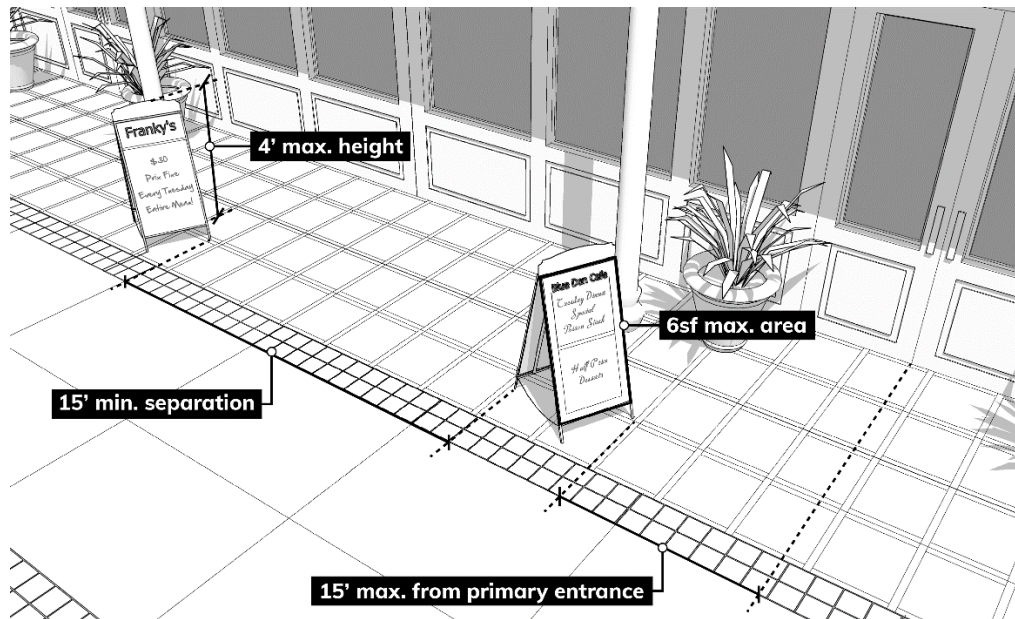
- E. Strobe lights, moving or fixed spotlights, floodlights/searchlights.
- F. Signs that constitute a traffic hazard, including signs that:
  - 1. Interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color, including signs illuminated in red, green, or amber color.
  - 2. May be confused with any public safety lighting, including signs illuminated in red and blue colors.
  - 3. Mislead, interfere with, or confuse traffic.
- G. Temporary off-premises signs. Also known as push signs, bandit signs, and snipe signs.
- H. Vehicle signs. This prohibition does not include signs painted on or applied to vehicles, trucks, or buses that are being operated and stored in the normal course of business, such as signs located on delivery trucks, moving vans, and rental trucks, provided that the primary purpose of such vehicles is not the display of such sign, and that they are properly parked or stored in areas related to their use as vehicles and all such vehicles are in operable condition. This does not include vehicle for-sale signs.
- I. Video display screens.

#### 156.07 Signs Exempt from Permit

##### A. A-Frame Sign

- 1. A-frame signs are permitted for nonresidential and mixed-use development in the City's nonresidential districts, and the SU and H-1 Districts.
- 2. One A-frame sign is permitted per establishment, including one for each tenant in a multi-tenant development. A minimum separation of 15 feet is required between A-frame signs.
- 3. A-frame signs shall be located within 15 feet of the primary entrance of the business, and shall not interfere with pedestrian traffic or violate any standards of accessibility as required by ADA or other accessibility codes.
- 4. A-frame signs are limited to six square feet in area per side, and shall be no taller than four feet in height.
- 5. A-frame signs may be displayed outdoors during business hours only. At all other times, the signs shall be stored indoors.
- 6. A-frame signs shall not be displayed outdoors when severe wind, rain, or other weather conditions may pose a hazard.
- 7. Illumination of A-frame signs is prohibited.
- 8. No A-frame sign may have any type of electronic component.

### A-Frame Sign



### B. Sign for Residential Construction Activity

Where active residential construction is taking place, a temporary sign is permitted subject to the following:

1. One sign is permitted at each entrance to a residential subdivision or master planned community from a street classified as a collector or arterial.
2. Signs shall be designed as freestanding signs, wall signs, or signs on a fence, and shall be located a minimum of five feet from any property line.
3. Signs are limited to 32 square feet in area, and six feet in height.
4. Illumination of signs is prohibited.
5. Signs shall be removed once construction within the residential subdivision or master planned community is complete.

### C. Sign for Nonresidential or Mixed-Use Construction Activity

Where active nonresidential or mixed-use construction is taking place, a temporary sign is permitted subject to the following:

1. One sign is permitted per street frontage.
2. Signs shall be constructed as freestanding signs, wall signs, or signs installed on a fence.
3. The total square footage of signs on a lot shall not exceed 64 square feet, unless located on a single parcel 20 acres or more in size, in which case the total square footage shall not exceed 128 square feet.
4. Individual signs are limited to 32 square feet in area. When freestanding, signs are limited to six feet in height and shall be located a minimum of five feet from any property line.
5. In lieu of a freestanding sign, wall sign, or sign installed on a fence, a wrap sign may be used to wrap the fence or the structure under construction. A wrap sign requires review and approval during site plan review. Such wrap sign shall be made of mesh or similar material. There is no maximum square footage limitation for a wrap sign.

6. Illumination of signs is prohibited.

#### **D. Sign for Cultural or Historical Site**

Sites or buildings with cultural or historical significance are permitted a permanent sign, subject to the following:

1. Signs on culturally or historically significant sites or buildings are limited to one sign per street frontage.
2. Signs on culturally or historically significant sites or buildings may be constructed as freestanding signs or wall signs as follows:
  - a. Signs are limited to six square feet.
  - b. Freestanding signs are limited to four feet in height and shall be located a minimum of five feet from any property line.
  - c. Wall signs shall be placed to be an integral part of the structure, cut into stone or masonry, or be a permanently affixed plaque of metal or other durable material.

#### **E. Sign on Gas Pump Island**

A maximum of one sign mounted on each gas station pump island is permitted and is limited to two square feet in sign area. All such signs shall be oriented to face the vehicle parked at the pump.

#### **F. Government Sign**

1. Government signs are allowed in all districts and in any number, configuration, or size.
2. In all districts, the type and extent of illumination required is at the discretion of the authorized government agency.

#### **G. Flag**

Flags are permitted in all districts.

1. Flags may be freestanding or wall mounted. There is no limit on the number of flags permitted.
2. There is no limit on the size of flags.
3. All flagpoles shall conform to the standards established within Chapter 154 of the City of Rio Rancho Municipal Code.
4. Flags may be externally illuminated, and shall comply with Chapter 159 of the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky Protection Act.

#### **H. Sign for Multiple Tenant Building Entry**

Multi-family dwellings, nonresidential development, and mixed-use development with multiple tenants in all districts are permitted a permanent sign at each building entry, subject to the following:

1. A maximum of one sign is allowed per building entry.
2. Signs may be constructed as either freestanding signs or wall signs.
3. Signs are limited to eight square feet in area.
4. Freestanding signs are limited to six feet in height, and shall be located within five feet of the building entry, and a minimum of five feet from any property line.

5. Wall signs shall be installed within five feet of the building entry.

**I. Sign for On-Site Repair, Renovation, or Improvement**

On lots where on-site repair, renovation, or improvements are taking place, a temporary sign is permitted. Such temporary signs are subject to the following:

1. A maximum of one sign per lot is permitted.
2. Signs are permitted in all districts on sites with active repair, renovation, or improvement projects.
3. Signs may be installed only after approval of a permit for the repair, renovation, or improvement activity. Signs shall be removed upon the completion of the repair, renovation, or improvement activity.
4. Signs may be constructed as freestanding signs, subject to the following:
  - a. Signs are limited to a maximum of eight square feet in area and six feet in height.
  - b. Signs shall be located a minimum of five feet from any property line.
  - c. Signs may not be illuminated.

**J. Sign for Parking Lot or Structure Circulation Point**

Parking lots and structures in all districts are permitted permanent signs at parking lot and/or structure circulation points in accordance with the following:

1. Circulation points include, but are not limited to, entrances/exits, driveway intersections, drive-through lanes, fire zones, and parking lot drive aisles.
2. Signs are limited to a maximum of four square feet in area and five feet in height.
3. Freestanding parking lot or structure circulation point signs shall be located a minimum of five feet from any right-of-way line.
4. Signs for parking lot or structure circulation points may be internally or externally illuminated.

**K. Sign for Real Estate Activity**

When a structure or lot is offered for sale, lease, or rent, a temporary real estate activity sign is permitted on such lot as follows:

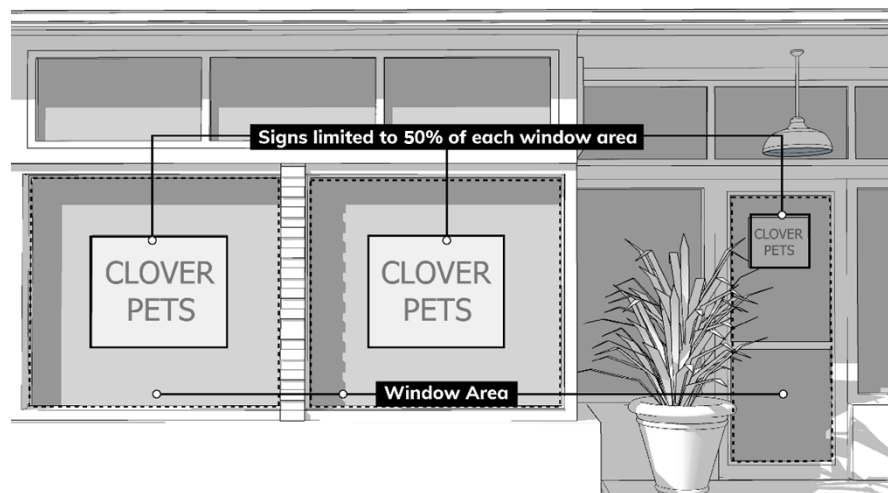
1. Signs are permitted in all districts, and shall be located on the lot offered for sale, lease, or rent, or at the entrance of a new residential subdivision.
2. Signs are limited to one sign per street frontage, except for new residential subdivisions which are limited to one sign.
3. Signs may be constructed as freestanding, wall, or window signs, apart from those for new residential subdivisions which shall be freestanding. Freestanding signs shall be located a minimum of five feet from any property line.
4. Signs are subject to the following maximum sign area limitations:
  - a. Residential districts, A-R, OS, PR, T-Z: eight square feet.
  - b. Nonresidential, SU and H-1 districts (not including M-1 or BP): 32 square feet.
  - c. M-1 and BP districts: 40 square feet.

- d. New residential subdivision of three lots or more (any district): 32 square feet.
5. Freestanding signs are limited to six feet in height.
6. Signs for real estate activity may not be illuminated.
7. Signs shall be removed within five days of final closing, lease, or rental.

#### L. Window Sign

1. Window signs are permitted for nonresidential and mixed-use development in all districts.
2. All window signs, whether temporary or permanent, are limited to no more than 50% of the surface of each window area. Window area is measured as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
3. Internally illuminated window signs are permitted, but are limited to a maximum area of six square feet or 30% of the surface of the window area, whichever is less. Such illuminated signs may not contain an animated or flashing component, and may not strobe.
4. Window displays of items sold on the premises are not considered window signs.

#### Window Sign



#### M. Yard Sign

Yard signs are permitted in all residential districts.

1. There is no limit on the number of signs permitted, however the maximum total sign area may not exceed 32 square feet
2. Individual signs are limited to a maximum of eight square feet in area and six feet in height.
3. Yard signs shall be located a minimum of five feet from any right-of-way line.
4. No sign may be illuminated.
5. Signs shall not be used for any on-premises or off-premises advertising.

#### 156.08 Sign Permit Required

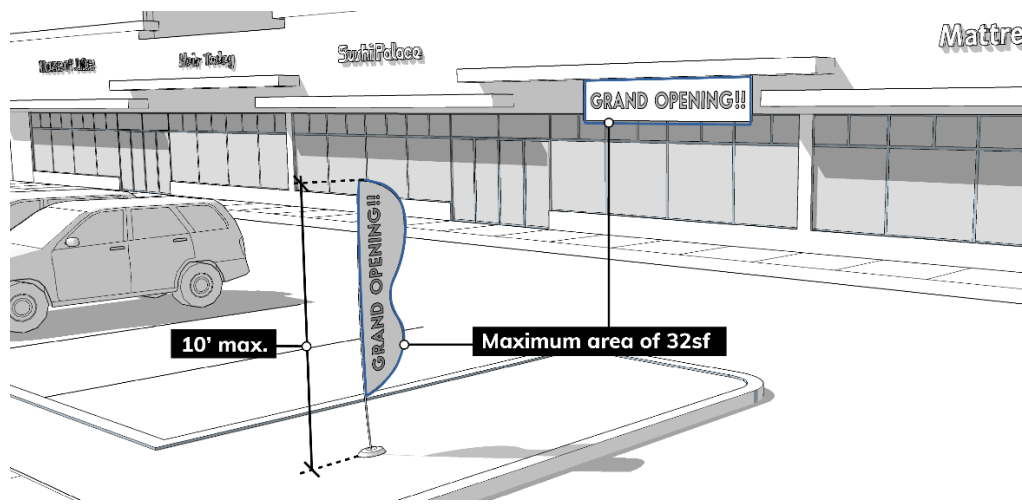
This section describes the types of signs allowed with a sign permit. Specific regulations for each sign type may include further restrictions pertaining to which districts and/or uses within a district may utilize these sign types.

#### **A. Attention-Getting Device**

Attention-getting devices are permitted as temporary signs for nonresidential and mixed-use development in the nonresidential and SU districts.

1. Attention-getting devices are limited to the following display periods:
  - a. When used in coordination with an event, attention-getting devices are permitted a total display period of seven days prior to the start of the event, the duration of the event, and three days following the end of the event.
  - b. When not in coordination with an event: 15 days
  - c. Four display periods per year are permitted, with a minimum of 30 days required between successive display periods.
2. Attention-getting devices for multi-tenant sites are subject to the following:
  - a. Each tenant establishment with ground floor frontage in a multi-tenant structure may have one freestanding and one wall-mounted attention-getting device installed or mounted simultaneously.
  - b. The display period and minimum 30-day interval between displays applies to each tenant establishment individually, rather than the site as a whole.
3. Freestanding attention-getting devices are subject to the following:
  - a. Freestanding attention-getting devices are allowed at a ratio of one attention-getting device for every 25 linear feet of street frontage. Where a structure or tenant space has less than 25 linear feet of street frontage, one attention-getting device is permitted. There shall be a 15 foot separation between freestanding attention-getting devices.
  - b. Freestanding attention-getting devices are limited to a maximum height of ten feet and 32 square feet in area. If designed as a balloon or inflatable sign, a freestanding attention-getting device is limited to a maximum of 15 feet in height, including any tethering.
  - c. Freestanding attention-getting devices shall be located a minimum of five feet from the property line, as measured from the outermost portion of the sign. No part of a freestanding attention-getting device may extend over the property line.
4. Wall-mounted attention-getting devices are limited to 60 square feet, and may not exceed the height of the ground floor of the structure. Wall-mounted attention getting devices for multi-tenant structures are limited to 32 square feet per tenant establishment.

### Attention-Getting Device



## B. Building-Mounted Signs

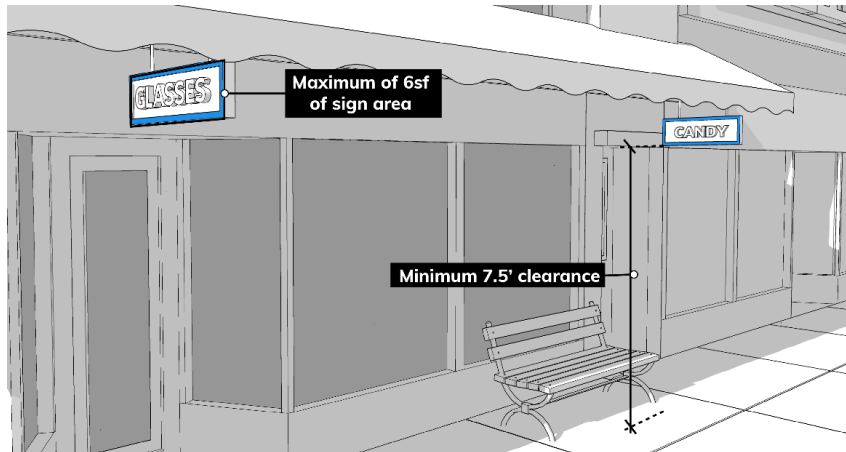
### 1. General Regulations

- a. The following are considered building-mounted signs: permanent arcade signs, awning signs, blade signs, canopy signs, standard wall signs, and painted or projected wall signs.
- b. Single-tenant structures are permitted a maximum building-mounted sign area of two square feet per one linear foot of building length or 50 square feet, whichever is greater. Multi-tenant structures are permitted a maximum building-mounted sign area of two square feet per one linear foot of frontage per ground-floor tenant, or 50 square feet per ground-floor tenant, whichever is greater.
- c. Building-mounted signs may be used in any quantity or combination, so long as the total permitted square footage is not exceeded and all individual signs conform to the specific provisions per sign type established in Sections 156.08.B.2 through 156.08.B.8 below.

### 2. Arcade Sign

- a. Arcade signs are permitted for nonresidential and mixed-use development in all districts.
- b. Arcade signs shall be located beneath, and shall be securely attached to an arcade, gallery, covered porch or walkway, awning, or canopy.
- c. One arcade sign is permitted per building entry.
- d. Arcade signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted, and are limited to a maximum of 12 square feet in sign area.
- e. Arcade signs are not counted toward the maximum building-mounted sign area for single- or multi-tenant structures.

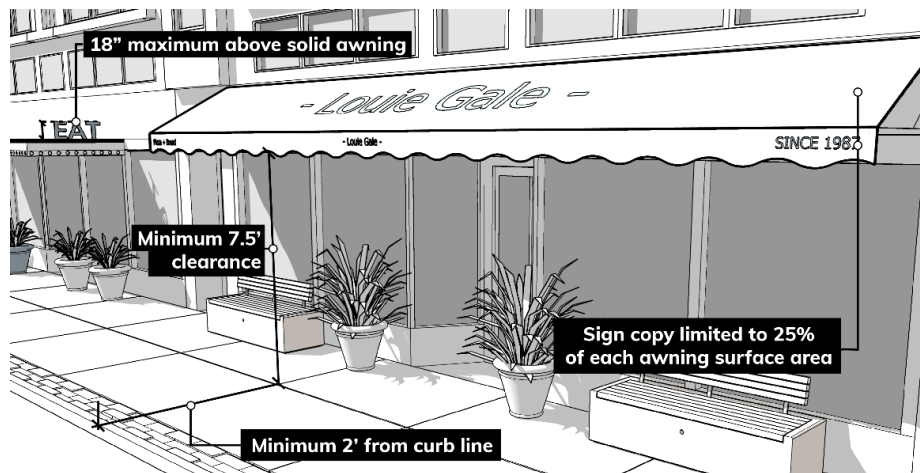
### Arcade Sign



### 3. Awning Sign

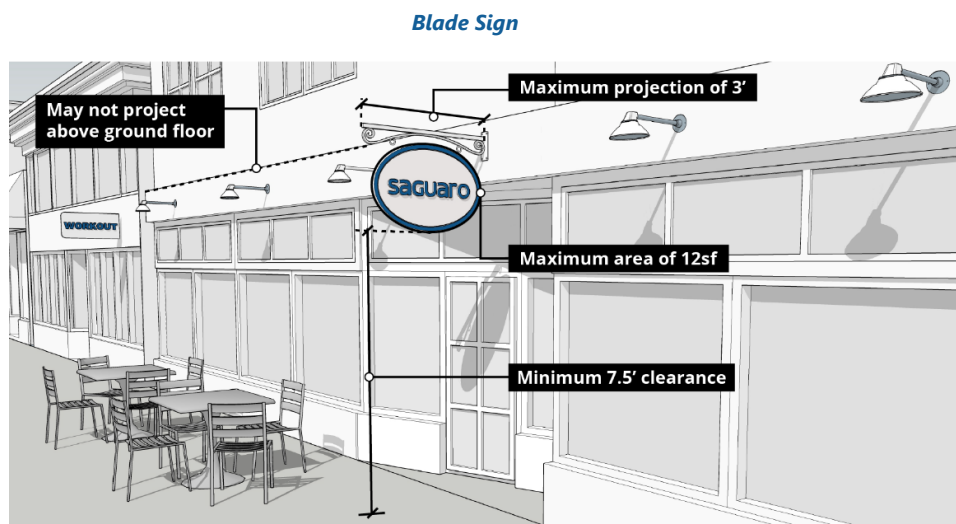
- a. Awning signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
- b. Awning signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted.
- c. Awning signs may encroach into the public right-of-way, but shall be located at least two feet from a curb line.
- d. Sign copy on any awning sign is limited to 25% of each awning surface area (front, sides, valance).
- e. Awning signs shall be constructed of durable, weather-resistant material such as, but not limited to, canvas, canvas-like material, nylon, vinyl-coated fabric, or permanent building material such as metal.
- f. Solid, non-textile awnings are permitted lettering attached to and located either above or below the awning to a maximum height of 18 inches. If attached below the awning, a minimum vertical clearance of 7.5 feet shall be maintained from the bottom of the lettering to the surface above which it is mounted.
- g. Awning signs may be externally illuminated. Any illumination of an awning sign shall be focused on the sign copy or printed area. Back-lit awnings are prohibited.

### Awning Sign



#### 4. Blade Sign

- a. Blade signs are permitted for nonresidential and mixed-use development in the nonresidential, SU and H-1 districts.
- b. One blade sign is permitted per establishment with ground-floor frontage on a street or public plaza.
- c. Blade signs are limited to 12 square feet, and may project a maximum of three feet from the façade.
- d. Blade signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted. No blade sign affixed to a building may project higher than the ground floor, including the sign support structure.
- e. Blade signs may be internally or externally illuminated.



#### 5. Canopy Sign

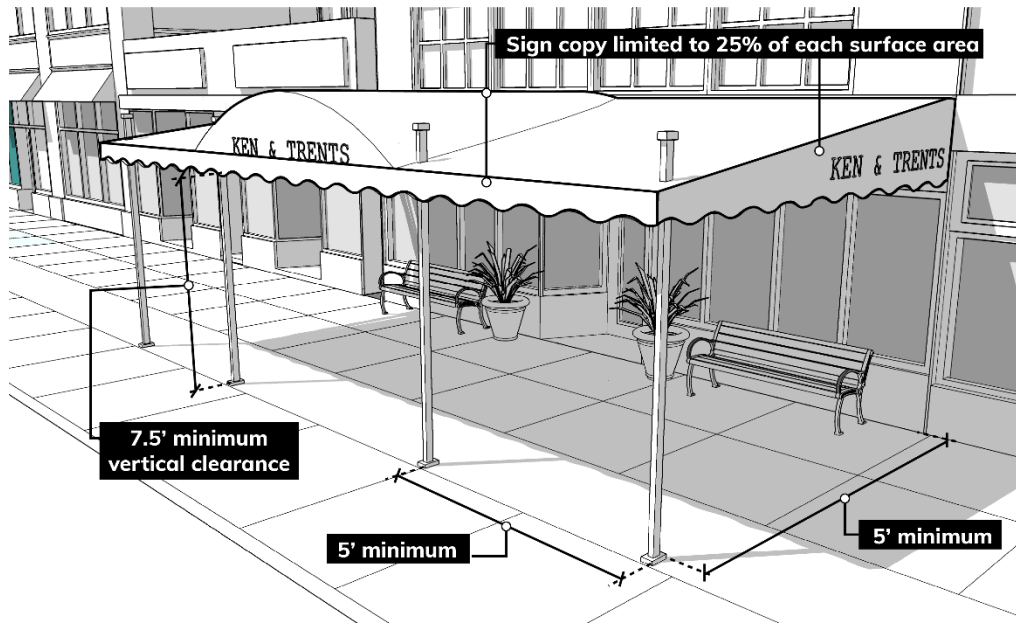
Canopy signs are divided into two types: non-structural and structural.

##### a. Non-Structural Canopy Signs

- i. Non-structural canopy signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
- ii. Non-structural canopy signs shall maintain a minimum vertical clearance of 7.5 feet.
- iii. Non-structural canopy signs may encroach into the public right-of-way but shall be located at least two feet from the curb line. Support posts shall maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.
- iv. Sign copy on any canopy sign is limited to 25% of each surface area (front, sides, valance).

- v. Non-structural canopy signs may be externally illuminated. Any illumination shall be focused on the sign copy or printed area. Back-lit canopies are prohibited.

#### Non-Structural Canopy Sign



### b. Structural Canopy Signs

#### if. Permissions for Structural Canopy Signs

Structural canopy signs are permitted as follows:

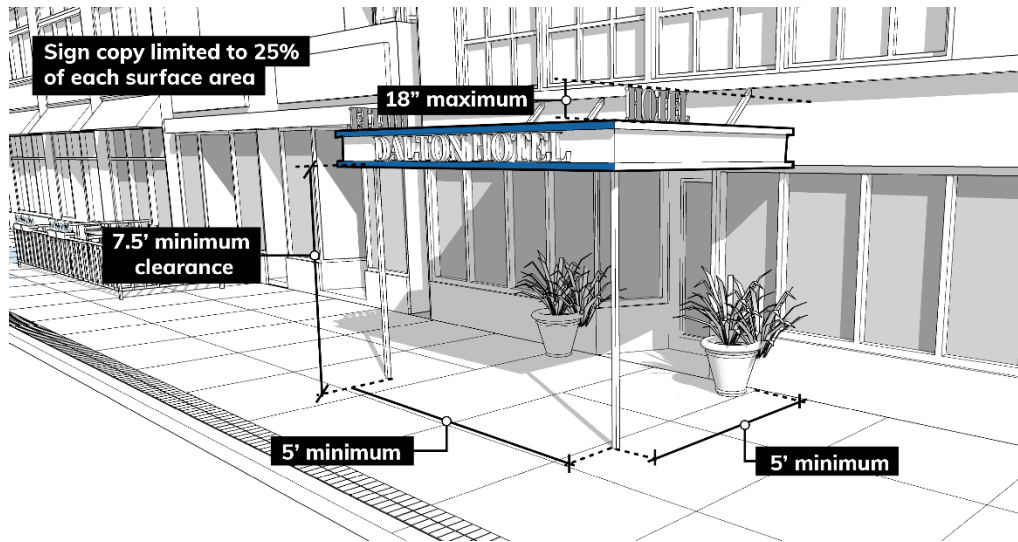
- (A) Structural canopy signs attached to the principal structure are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
- (B) Freestanding structural canopy signs are permitted for gasoline service stations, drive-through window restaurants, and drive-through facilities in any district.

#### ii. Structural Canopy Signs Attached to Principal Structure

Structural canopy signs attached to the principal structure are subject to the following:

- (A) Canopy signs attached to the principal structure may encroach into the public right-of-way but shall be located at least two feet from a curb line.
- (B) Support posts shall maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.
- (C) Canopy signs attached to a building shall maintain a minimum vertical clearance of 7.5 feet.
- (D) For structural canopies attached to a principal building, sign copy is limited to 25% of each surface area. Such signs are permitted lettering attached to and located either above or below the canopy to a maximum height of 18 inches. If attached below the canopy, a minimum vertical clearance of 7.5 feet shall be maintained from the bottom of the lettering to the surface above which it is mounted.
- (E) Structural canopy signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign copy or printed area.

*Structural Canopy Sign Attached to Principal Structure*



**iii. Freestanding Structural Canopy Signs**

Freestanding structural canopy signs are subject to the following. Such signs are exempt from the calculation of total building-mounted sign area.

- (A) Freestanding structural canopy signs are subject to the setback requirements of the district where they are located or ten feet from any property line, whichever is greater.
- (B) Freestanding structural canopy signs are limited to a maximum height of 25 feet. Height is measured to the top of a flat roof or to the average height between the eave and the ridge of a pitched roof.
- (C) For freestanding structural canopies, sign copy is limited to a maximum of 25% of the area of each façade. No sign may be mounted above the top of the roof of the structural canopy, but a sign mounted on the structural canopy façade may extend a maximum of six inches above the roofline.
- (D) Freestanding structural canopy signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign copy or printed area. Freestanding structural canopies are permitted an illuminated band along each facade of the canopy, which is limited to 10% of the overall height of the facade of the canopy.

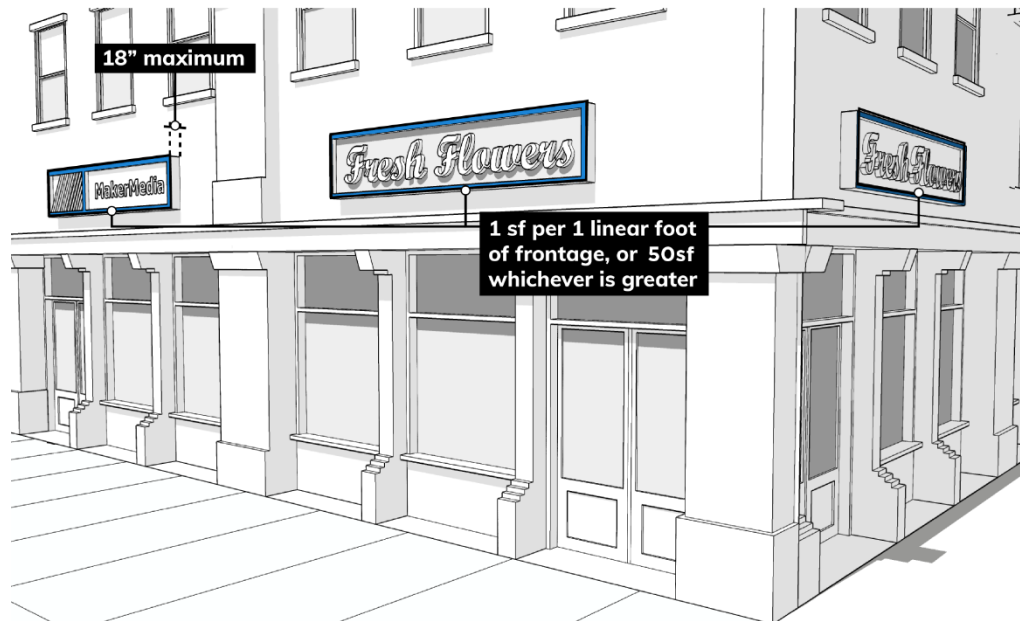
### Freestanding Structural Canopy Sign



## 6. Wall Sign, Standard

- a. Standard wall signs are permitted for nonresidential and mixed-use development in any district.
- b. Standard wall signs are permitted on all facades of a structure. On a site consisting of multiple structures, each structure is permitted wall signs per the regulations of this section. The square footage permitted for individual structures shall not be combined to create a larger sign on any one structure.
- c. For a single tenant structure, the maximum total wall sign area is one square foot per one linear foot of building wall where the wall sign(s) will be mounted or 50 square feet, whichever is greater. The square footage permitted for individual façades shall not be combined to create a larger sign on any one façade.
- d. For a structure that contains multiple tenants, each tenant that has exterior ground floor frontage is permitted a total wall sign area of one square foot per one linear foot of frontage or 50 square feet, whichever is greater. The square footage permitted for individual tenants shall be used only for each tenant frontage, and shall not be combined to create a larger sign along any tenant frontage.
- e. The number of individual wall signs on a façade is not limited, however the cumulative sign area of all signs on a façade shall not exceed the maximum allowable total wall sign area per façade.
- f. Standard wall signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.
- g. Signs shall be safely and securely mounted to the building wall, and may project a maximum of 18 inches from the façade to which they are mounted.
- h. No wall sign affixed to a building, including any sign support structure, may project horizontally beyond the end of a wall, or vertically beyond the roofline of a flat-roofed structure, or the eave of a pitched-roof structure.
- a. On existing buildings, a parapet wall shall not be constructed for the sole purpose of increasing the allowable height of a wall sign. For new buildings, when a sign is mounted on a parapet wall, such parapet wall shall maintain consistency with the architectural design of the building, including building materials.

### Wall Sign - Standard



#### 7. Wall Sign, Painted

- a. Painted wall signs are permitted for nonresidential and mixed-use development in any district.
- b. Painted wall signs are permitted on each facade of a structure.
- c. Painted wall signs are limited to 50% of the façade on which they are painted, or 200 square feet, whichever is less. The square footage permitted for individual façades shall not be combined to create a larger sign on any one façade.
- d. Painted wall signs may be externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.
- e. Painted wall signs shall not project more than 0.25 inches from a building wall.

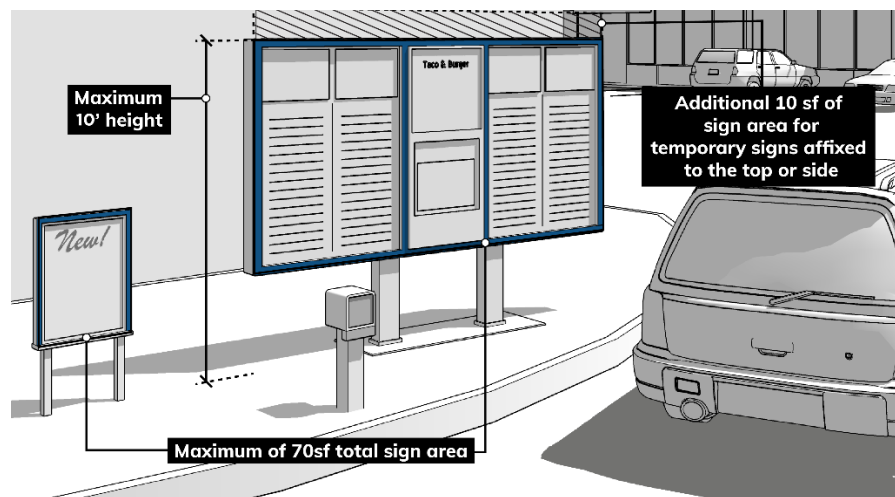
#### 8. Wall Sign, Projected

- a. Projected wall signs are exempt from the calculation of total building-mounted sign area.
- b. Projected wall signs are permitted for nonresidential and mixed-use development in the nonresidential and SU districts.
- c. Projected wall signs are limited to 50% of the façade onto which they are projected.
- d. Projected wall signs shall remain static and shall not flash, rotate, or move. No projected wall sign shall display video.
- e. Projected wall signs shall not direct glare onto adjacent properties.
- f. Projected wall signs shall not extend beyond the façade onto which they are projected.
- g. Projected wall signs shall not be projected over any other permanent or temporary sign, including painted wall signs.

### C. Drive-Through Sign

1. Drive-through signs are permitted for all drive-through window restaurants and drive-through facilities in any district.
2. Drive-through signs are limited to a maximum of 70 square feet in area and ten feet in height, and may comprise a mixture of separate freestanding signs, including preview boards installed at earlier points in the drive-through lane. The total square footage of all signs, however, shall not exceed 70 square feet.
3. An additional ten square feet of sign area is permitted for temporary signs affixed to the top or sides of a permanent drive-through sign.
4. Drive-in restaurants, where customers park in designated stalls and remain in their vehicles to dine, are permitted one sign per parking stall. Such signs are limited to a maximum of 30 square feet in area per stall, and six feet in height. Signs may comprise a mixture of freestanding signs, and temporary signs such as promotions or special items affixed to the top or sides of a permanent sign. The total square footage of all signs, however, shall not exceed 30 square feet per stall.
5. Any drive-through sign, including signs within stalls at drive-in restaurants, shall be located a minimum of 15 feet from any residential district property line, measured from sign face to property line.
6. Drive-through signs, including signs within stalls at drive-in restaurants, may be internally illuminated, and may contain an electronic screen for interaction and verification with customers.

*Drive-Through Sign*

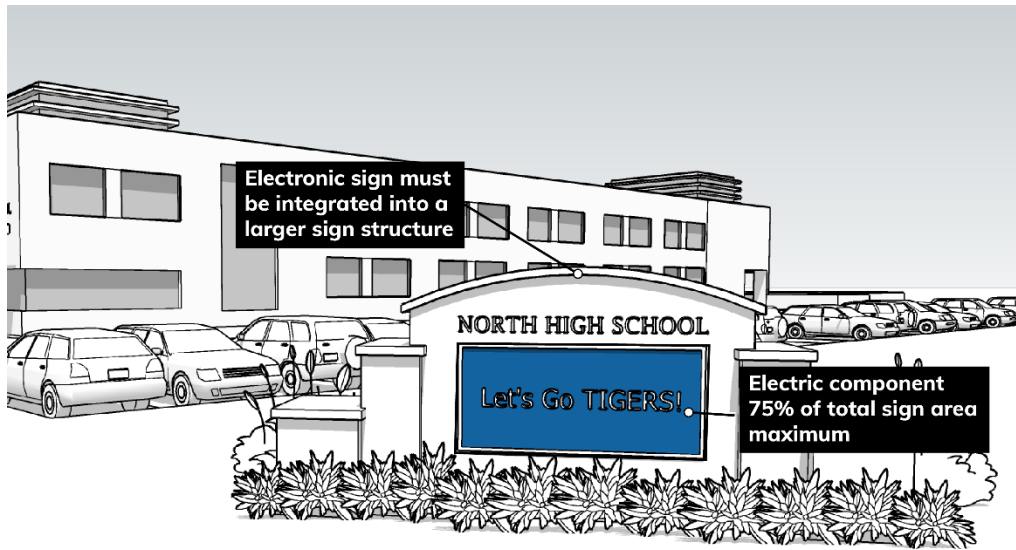


### D. Electronic Message Sign

1. Electronic message signs are permitted for the following:
  - a. Nonresidential and mixed-use development in the nonresidential and SU districts.
  - b. The following uses in any zoning district: cultural facilities, educational facilities, parks, places of worship or similar uses.



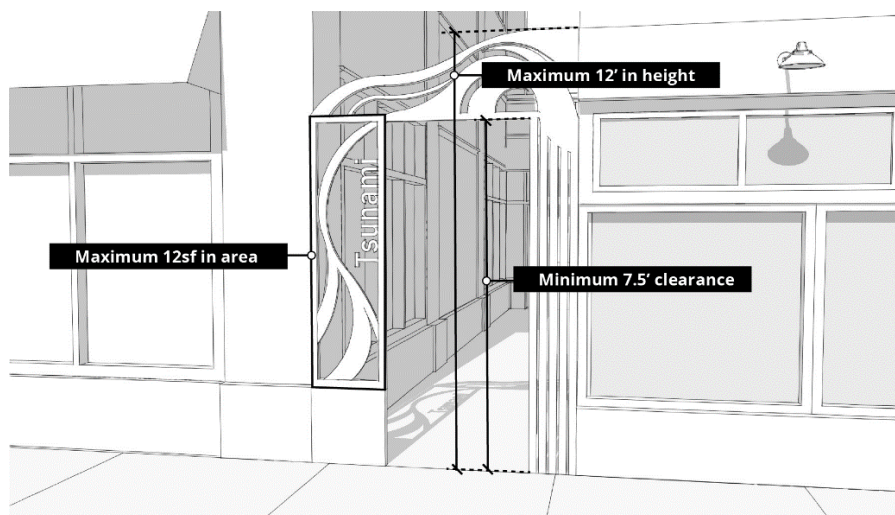
### Electronic Message Sign



### E. Gateway Sign

1. Gateway signs are permitted for nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts.
2. One gateway sign is permitted per street frontage. Gateway signs shall be located over a main pedestrian entryway.
3. Gateway signs may not project into, over, or otherwise encroach on a public right-of-way or easement.
4. Gateway signs are limited to a maximum of 12 square feet in area and 12 feet in height. Signs shall maintain a minimum 7.5 foot vertical clearance to allow for passage through the sign.
5. Gateway signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

### Gateway Sign



### F. Ground Signs

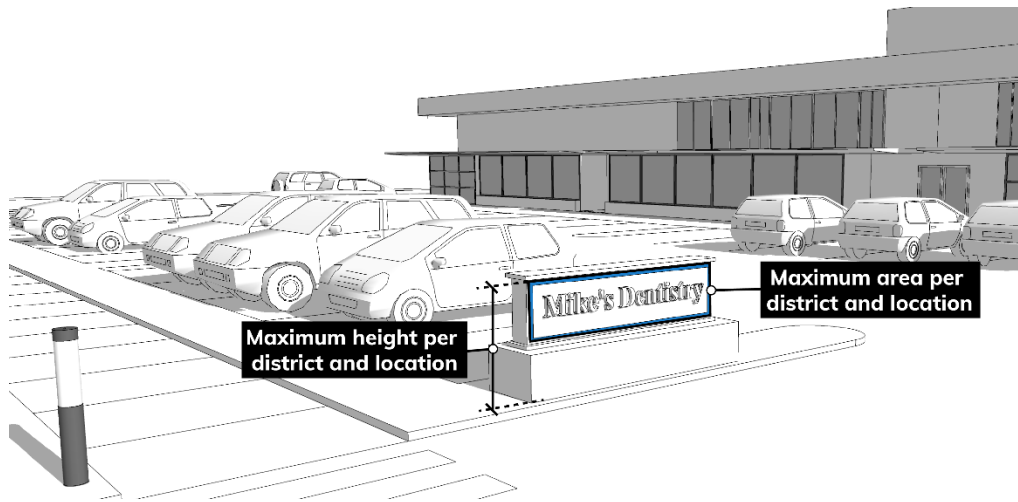
## 1. General Regulations

- a. The following are considered ground signs: freestanding monument signs, freestanding pylon signs, multi-tenant commercial center signs, and residential subdivision signs.
- b. Each lot is permitted one ground sign per street frontage. One additional ground sign is permitted where a street frontage exceeds 200 linear feet in length. A minimum of 50 feet separation is required between ground signs.
- c. All ground signs shall conform to the specific provisions per sign type established in Sections 156.08.F.2 through 156.08.F.5 below.

## 2. Freestanding Sign, Monument

- a. Freestanding monument signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in any district.
- b. Freestanding monument signs in residential districts are limited to a maximum of 40 square feet in area and eight feet in height.
- c. In all other districts, freestanding monument signs are limited to a maximum of 70 square feet in area and ten feet in height, unless located immediately adjacent to or across a right-of-way from a residential district, in which case they are limited to a maximum of 60 square feet in area and ten feet in height.
- d. A freestanding monument sign shall be designed so that the width of the top of the sign face is a minimum of 70% and a maximum of 130% of the width of the base, unless designed with decorative posts as follows:
  - i. To provide flexibility for freestanding monument sign installation on sites where the ground is not level, structural (non-decorative) posts may extend from the ground to support the sign. Such posts are limited to a maximum of one foot in height (measured to the bottom of the sign face) above the ground at the location of their installation.
  - ii. Freestanding monument signs may be designed to include decorative posts as a component of the overall sign structure and design. Such posts are limited to a maximum of three feet in height (measured to the bottom of the sign face) above the ground at the location of their installation.
- e. Freestanding monument signs shall be set back a minimum of five feet from any property line, and may not project into, over, or otherwise encroach on a public right-of-way or easement.
- f. Freestanding monument signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

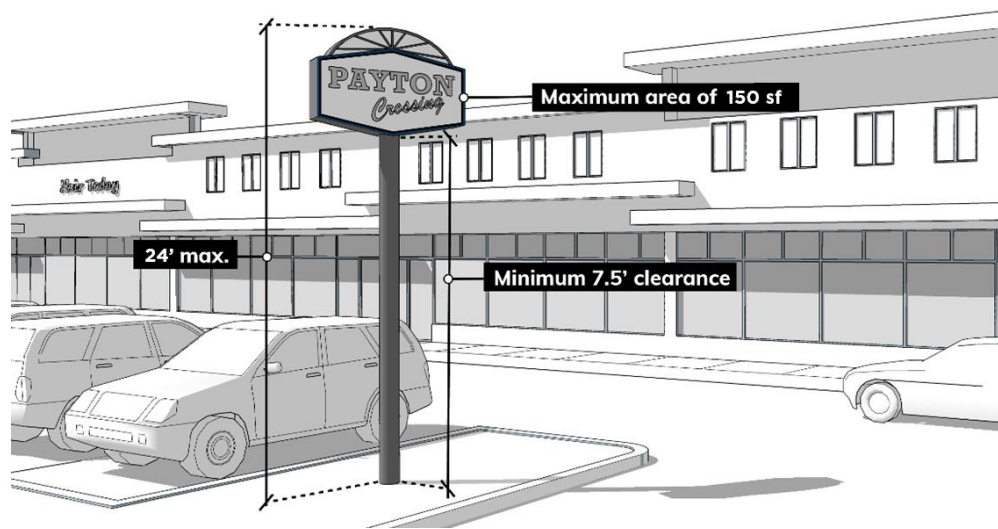
### Freestanding Monument Sign



### 3. Freestanding Sign, Pylon

- a. Freestanding pylon signs are permitted for nonresidential and mixed-use development in the nonresidential and SU Districts, with the exception of the NC and O-1 Districts.
- b. Freestanding pylon signs are limited to 150 square feet in area and 24 feet in height, unless located immediately adjacent to or across a right-of-way from a residential district, in which case they are limited to 60 square feet in area and 16 feet in height.
- c. Freestanding pylon signs shall maintain a minimum vertical clearance of 7.5 feet from the bottom of the sign face to the surface of the ground below.
- d. Freestanding pylon signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

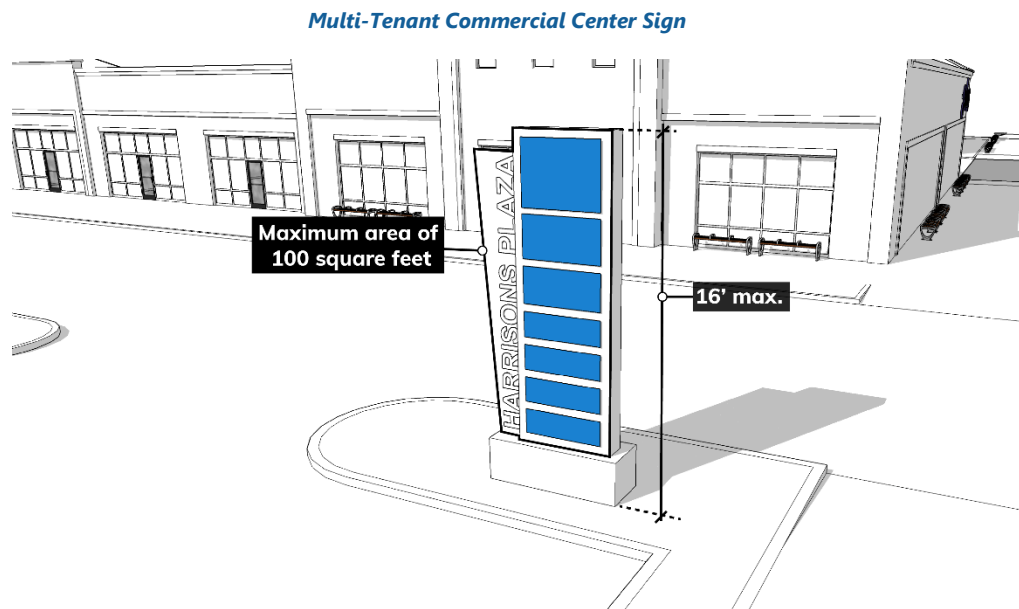
### Freestanding Pylon Sign



#### 4. Multi-Tenant Commercial Center Sign

The following standards apply to multi-tenant commercial center signs. Multi-tenant commercial centers of five or more acres are also required to submit a unified sign plan per the standards of Section 156.09.

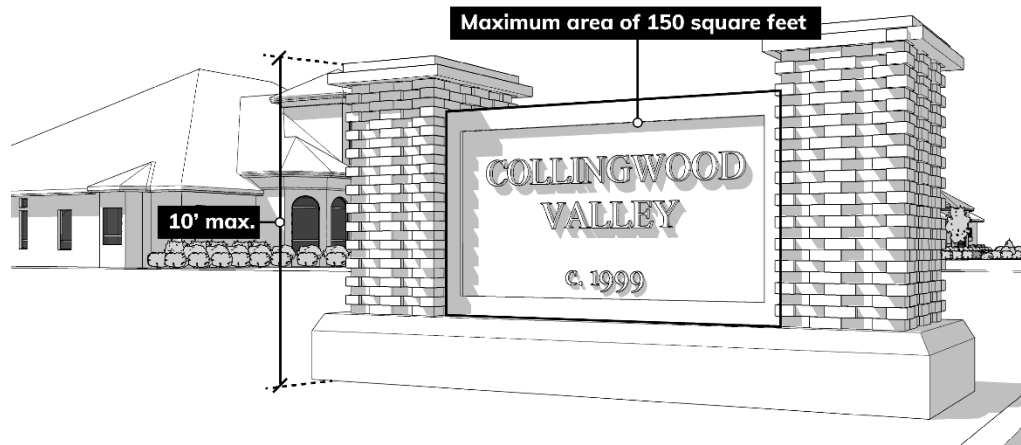
- a. Multi-tenant commercial center signs are permitted for multi-tenant commercial centers in any district. A multi-tenant commercial center is a commercial development under unified control consisting of three or more separate commercial establishments sharing a common building, or which are in separate buildings sharing a common access/entranceway or parking area. For the purposes of this regulation, a multi-tenant development comprising separate lots of record, including any out-lot parcels, is considered one lot.
- b. Multi-tenant commercial centers are permitted one sign per street upon which the commercial center has frontage of 100 feet or more. No street frontage may have more than one multi-tenant commercial center sign.
- c. Multi-tenant commercial center signs shall be constructed as freestanding monument signs.
- d. Multi-tenant commercial center signs are limited to 100 square feet in area and 16 feet in height.



#### 5. Residential Subdivision Sign

- a. Residential subdivision signs are permitted for residential subdivisions in all districts.
- b. One residential subdivision sign is permitted for each entry point into the subdivision development. A minimum separation of 200 feet is required between signs.
- c. Residential subdivision signs shall be constructed as freestanding monument signs, or mounted on/integrated into entry features such as decorative or retaining walls.
- d. Residential subdivision signs are limited to 150 square feet in area and ten feet in height.

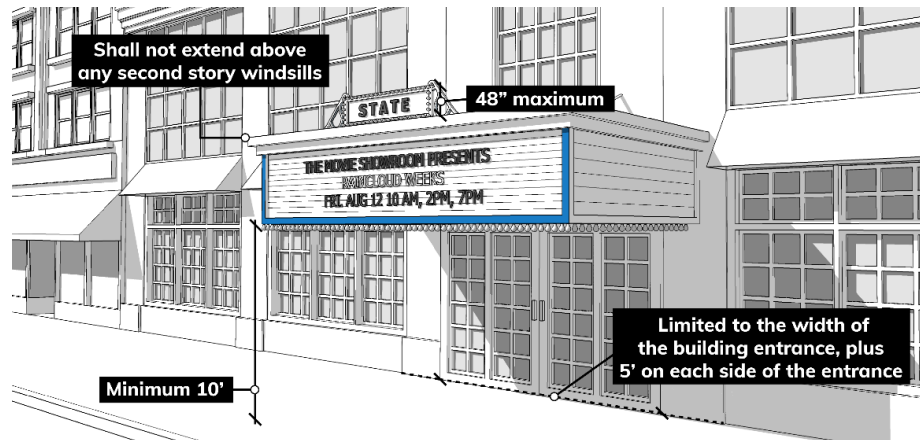
### Residential Subdivision Sign



#### G. Marquee Sign

1. Marquee signs are permitted for nonresidential and mixed-use development in the C-1, C-2, O-1, M-1, and SU Districts.
2. Marquee signs shall be supported solely by the building to which they are attached. No exterior columns or posts are permitted as supports.
3. The roof of a marquee sign may not be used for any purpose other than to form and constitute a roof and shall be constructed of noncombustible material.
4. Water from the roof of a marquee may not drain, drip, or flow directly onto the surface of a public right-of-way. Sufficient downspouts, drains, and gutters shall be installed as part of each marquee to prevent water from the roof of the sign from flowing onto the surface of a public right-of-way.
5. Marquee signs shall be erected over a building entrance, and are limited to the width of the building entrance, plus an additional five feet on each side of the entrance doors.
6. A marquee sign shall maintain a minimum vertical clearance of ten feet from the surface above which it is mounted. The roof of a marquee sign shall not extend above any second-story windowsills, and shall not conceal or obscure any significant architectural features or ornamentation of the building to which it is mounted.
7. Marquee signs may encroach into a public right-of-way, but shall be located a minimum of two feet from any curb line.
8. Marquee signs are permitted lettering attached to and located above the roof of the sign to a maximum height of 48 inches.
9. Marquee signs are permitted an electronic message component, subject to the standards of Section 156.08.D for such signs. Marquee signs are also permitted a changeable message board as a component of the marquee structure. However, the marquee sign may include only one of these two components, not both.
10. Marquee signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

### Marquee Sign



## H. Right-of-Way Sign

Right-of-Way Signs are permitted as temporary signs, subject to the standards below.

### 1. Right-of-Way Display Permit Required.

It is unlawful for any person other than a City employee to place a sign in the public right-of-way without a valid Right-of-Way Display Permit. An individual may apply for either a Weekend Right-of-Way Display Permit or a 60-Day Right-of-Way Display Permit. An individual may only have one active Right-of-Way Display Permit at a time.

#### a. Weekend Right-of-Way Display Period

- i. Temporary signs may be posted on the weekends from Friday at 12:00 noon through Monday at 12:00 noon local time.
- ii. A maximum of 50 individual signs may be posted.
- iii. A Weekend Right-of-Way Display Permit is valid for all weekends during one calendar month.
- iv. No more than 12 Weekend Right-of-Way Display Permits may be issued to any person within a 12 month period.
- v. A person may apply for up to four consecutive calendar months in advance for a Weekend Right-of-Way Display Permit.

#### b. 60-Day Display Period

- i. Temporary signs may be posted in the right-of-way for up to 60 consecutive calendar days.
- ii. No more than three 60-Day Right-of-Way Display Permits may be issued to any person within a twelve month period
- iii. A maximum of 50 individual signs may be posted.

### 2. Sign Standards.

Temporary signs displayed in the public right-of-way in accordance with a validly issued Right-of-Way Display Permit pursuant to this Chapter shall conform with all of the following:

- a. Signs may be a maximum of eight square feet in sign area and three feet in height.

- b. All signs shall be constructed of semi-durable materials, such as but not limited to corrugated plastic, vinyl, acrylic, or similar and must be anchored to the extent possible to prevent movement of the sign. Anchoring of the sign may not be permanent in nature and shall not damage the property upon which it is placed.
- c. Signs shall not be affixed to or leaned against any street light, utility pole, traffic signal, fence, or other similar structure in the right-of-way. Signs shall not be posted in medians, traffic circles, or roundabouts.
- d. Signs shall not encroach on or interfere with any vehicular access point, or pedestrian access point.
- e. Permitted signs left in the right-of-way more than 48 hours after expiration of an applicable permit may be removed by the City.
- f. Non-permitted signs or duly-permitted signs placed in the right-of-way which violate any of the requirements of this Chapter are subject to removal by the City at the expense of the responsible party.
- g. No sign may be placed in the clear-sight triangle area of any signalized or unsignalized intersection criteria is based on AASHTO's "A Policy on Geometric Design of Highways and Streets."

## 156.09 Unified Sign Plan

### A. General Applicability

1. A unified sign plan shall be used to coordinate all signs within developments of significant size, establishing criteria to govern the design and construction of signs for current and future tenants.
2. In any district, nonresidential and mixed-use development upon which more than one sign requiring a permit is proposed to be erected may elect or be required to submit a unified sign plan in accordance with the following:
  - a. Single-tenant and two-tenant nonresidential or mixed-use developments of any size, and multi-tenant nonresidential and mixed-use developments less than five acres in size may submit a unified sign plan at the option of the applicant.
  - b. Multi-tenant nonresidential and mixed-use developments, including multi-tenant commercial centers, are required to submit a unified sign plan if five acres or more in size.
3. Unified sign plans shall be submitted and approved in accordance with this section.

### B. Applicability to Existing Development

1. For development existing as of - *date of adoption* - that requires a unified sign plan under the regulations of this section, the property owner may optionally submit a unified sign plan for approval. Once such unified sign plan is approved per the process described in this section, it shall be kept on file with the Department of Development Services and all future signs shall comply with the approved unified sign plan. If a proposed sign is in compliance with the unified sign plan, the Director of Development Services or their designee will issue a sign permit.
2. If a development existing prior to - *date of adoption* - that requires a unified sign plan under the regulations of this section chooses to forego the submission of a unified sign plan, each future sign installed in the development shall comply with all standards of this Chapter.

### C. Unified Sign Plan Requirements

A unified sign plan shall provide details and specifications to establish a coordinated and consistent approach to all signs within a development. At a minimum, unified sign plans shall include the following:

1. A site plan for all lots within the development on which signs will be located, at a scale of not less than one inch to 100 feet and including the location of all buildings, parking lots, driveways and landscaped areas. The site plan shall

accurately indicate the number, location, and orientation of all signs for which a permit is being sought, and the anticipated location of future signs requiring a permit.

2. A table or tables containing the following:
  - a. The number and description of all signs within the development for which a permit is being sought, as well as future signs requiring a permit.
  - b. Computation of the maximum total sign area and number of signs permitted on the development site by this code.
  - c. Computation of the total sign area and number of signs being proposed, including dimensions of individual signs, maximum area, and maximum height.
3. Specification of standards for consistency among signs within the development, including color scheme, lettering or graphic style, lighting, typical location of building-mounted signs, materials, and sign proportions.
4. For each sign included in the unified sign plan for which a permit is being sought, the following shall be required:
  - a. Sign elevation, including annotated dimensions and description of sign elements.
  - b. For building-mounted signs, elevations including the location of each sign on the building face.
  - c. Description of illumination proposed for each sign.

#### **D. Approval Procedure**

Unified sign plans shall be approved by the Planning and Zoning Board in accordance with the following:

1. The applicant shall submit a unified sign plan to the Director of Development Services or their designee, who will review the unified sign plan and provide comment to the applicant. The applicant may modify the plan or submit the plan to the Planning and Zoning Board through the City Development Department. If the unified sign plan has not been modified per the comments of the Director of Development Services or their designee, a report detailing the comments will be forwarded to the Planning and Zoning Board with the unified sign plan.
2. The Planning and Zoning Board will review the unified sign plan at a public meeting. The Board will approve, approve with conditions, or deny the unified sign plan.
3. If the unified sign plan is approved with conditions, the plan shall be revised to comply with such conditions and be submitted to the Director of Development Services or their designee, who will verify that the revised unified sign plan complies with all required conditions.
4. If the unified sign plan is denied by the Planning and Zoning Board, the applicant may choose to submit a new unified sign plan or appeal the decision to the Governing Body.
5. Approved unified sign plans will be kept on file with the Director of Development Services. Following approval, no permanent sign shall be erected, placed or maintained except in conformance with the unified sign plan. If a proposed sign is in compliance with the unified sign plan, the Director of Development Services or their designee will approve the application through the standard permit process.

#### **E. Amendments to Unified Sign Plans**

1. The Director of Development Services or their designee may approve minor modifications to an approved unified sign plan, including modifications to sign dimensions of 10% or less, and relocation of a sign or signs to respond to final site engineering or building construction issues such as topography, drainage, underground utilities, structural safety, or pedestrian and vehicular circulation, when such relocation is deemed to maintain general compliance with the approved unified sign plan.

2. Any modification not considered a minor modification requires resubmittal of a unified sign plan to be approved by the Planning and Zoning Board.

#### **F. Flexibility for Unique Properties, Buildings, and Sign Designs**

The unified sign plan may provide flexibility for properties that contain unique elements or requirements, such as those that may need more signage than is otherwise allowed (in size or in quantity), those that may require additional signage due to a unique orientation – such as adjacency to a major thoroughfare, or those that wish to include unique design elements such as signs with sculptural or placemaking features.

1. A unified sign plan may be approved by the Planning and Zoning Board with elements that exceed the permitted height, area, and/or number of signs specified in this Chapter with the recommendation of the Director of Development Services or their designee. Such recommendation shall be based on findings in accordance with the following:
  - a. The development contains unique or unusual physical characteristics such as topography, proportion, size or relation to a public street that would limit or restrict normal sign visibility.
  - b. The development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest, or other distinguishing features that represent clear variation from conventional development.
  - c. The proposed signage incorporates special design features such as sculptural or placemaking elements, or logos, emblems, murals, or statuary that are integrated with the building architecture.
2. A recommendation to approve a unified sign plan with elements that exceed the standards of this Chapter shall be forwarded from the Director of Development Services or their designee to the Planning and Zoning Board with the unified sign plan per the requirements of Section 156.09.D.

### **156.10 Nonconforming Signs**

- A.** A nonconforming permanent sign and sign structure may remain in use so long as it remains otherwise lawful and has not been damaged or destroyed to the extent of more than 50% of its value. A nonconforming permanent sign and sign structure that is damaged or destroyed to the extent of 50% or more of its value shall not be restored or repaired unless it conforms to all applicable regulations of this Code.
- B.** Sign value, for the purposes of item A above, is determined by comparing a repair cost estimate of the damaged sign with an estimate of the cost of a new, identical sign. Sign owners shall supply such estimates to the Director of Development Services or their designee.
- C.** Once a nonconforming sign and/or sign structure has been removed, it shall not be restored or repaired unless it conforms to all applicable regulations of this Code.
- D.** All temporary nonconforming signs shall be removed or brought into conformance within 60 days of the effective date of this Code.
- E.** The sign face of an existing nonconforming permanent sign may be replaced, but the structure shall not be altered to accommodate such change.
- F.** No nonconforming sign and sign structure may be relocated, in whole or in part, to any other location on the same or another lot, unless the entire sign and sign structure conforms to all regulations applicable to the lot where the sign is relocated.
- G.** No nonconforming sign shall be altered or enlarged in a way that increases the nonconformity of the sign or sign structure. This does not include normal maintenance and cleaning, or changing of the sign face.

## 156 SIGN REGULATIONS

- 156.01 Title, Purpose, and Applicability
- 156.02 Definitions and Rules of Measurement
- 156.03 Summary Table of Allowed Signs
- 156.04 General Standards
- 156.05 Sign Permit
- 156.06 Prohibited Signs
- 156.07 Signs Exempt from Permit
- 156.08 Sign Permit Required
- 156.09 Unified Sign Plan
- 156.10 Nonconforming Signs

### 156.01 Title, Purpose, and Applicability

The purpose of this Chapter is to establish a comprehensive system of controls regarding the construction, installation, and maintenance of signs in the City of Rio Rancho. This regulations within this Chapter are intended to:

- A. Promote and protect the health, safety, and welfare of the City by ensuring the compatibility of signs with surrounding structures and land uses.
- B. Preserve the natural beauty and scenic environment of Rio Rancho, while enhancing the City's business and economic climate through regulations that encourage the orderly and effective display of signs, and discourage sign clutter.
- C. Protect the public from hazardous conditions that may result from the indiscriminate use and placement of signs, structurally unsafe signs, signs that obscure the vision of pedestrians or motorists, and signs that compete or conflict with necessary traffic signals, government signs, and warning signs.

### 156.02 Definitions and Rules of Measurement

**Attention-Getting Device.** Devices or ornamentations designed for the purpose of attracting attention. Attention-getting devices include sails, pennants, banners, temporary flex pole signs, balloon and inflatable signs, and similar. Flags of nations, states, and cities, or fraternal, religious, and civic organizations, or temporary holiday decorations are not attention-getting devices. **NEW**

**Awning.** A roof-like cover designed for protection from the weather or as a decorative embellishment, which projects from a wall or roof of a structure over a window, walkway, or door, with no supports that extend to the ground. **NEW**

**Drive-in Restaurant.** An eating establishment where customers park their vehicles in designated stalls and place orders through a speaker system, or directly with a restaurant employee. Food is delivered to the customer in the vehicle, and customers remain in their vehicle throughout the dining experience. **NEW**

**Flag.** Flags of any nation, state, municipality, or political subdivision, flags officially designated as a national, state, or local symbol, or flags of fraternal, religious, and civic organizations. Pennants and sails are not considered flags. **MODIFIED.**

**Flag, Commercial.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or similar pliable material attached to a freestanding flagpole or building-mounted flagpole. **NEW**

**Foot-candle.** A unit of measure of illuminance equal to one lumen of light spread over an area of one square foot. **MODIFIED**

**Lumen.** A unit of light or illumination from a lamp or bulb, as defined by the International System of Units (SI). A typical 60-watt incandescent bulb or a 13-watt fluorescent bulb emits approximately 800 lumens. Light incident on a surface is measured in foot-candles (SI) using a commercial light meter. **NEW**

**Marquee.** A permanent roof-like structure constructed of permanent building materials that extends from the wall of a structure with no supports extending to the ground providing protection from the elements. **MODIFIED**

**Multi-Tenant Commercial Center.** A multi-tenant commercial center is a commercial development under unified control consisting of three or more separate commercial establishments sharing a common building, or which are in separate buildings sharing a common access/entranceway or parking area. **NEW**

**Nit.** A unit of measurement used to quantify the brightness or luminance of a light source. One nit is equal to one candela per square meter. **NEW**

**Off-Premises Sign, Permanent.** A permanent sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. Permanent off-premises signs are also called billboards (See Chapter 154 of the City of Rio Rancho Municipal Code). **NEW**

**Off-Premises Sign, Temporary.** A temporary sign directing attention to a specific business, product, service, entertainment event, activity, or other commercial activity that is not sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. This includes any ground-mounted, building-mounted, or sign painted, pasted, or otherwise affixed to any tree, rock, fence, utility pole, hydrant, bridge, sidewalk, parkway, curb or street, bench, or trash receptacle that directs attention off-premises. **NEW**

**On-Premises Sign.** A sign directing attention to a business, product, service, entertainment event, activity, or other commercial activity that is sold, produced, manufactured, furnished, or conducted at the property upon which the sign is located. **MODIFIED**

**Right-of-Way.** The total area of land deeded, reserved by plat, or otherwise acquired by the city, primarily for the use of the public for the movement of people, goods, and vehicles. For the purpose of this chapter, city drainage or utility easements, and other city-owned easements, such as maintenance and service roads serving channels or arroyos, are also included. **ALIGNED (CH. 96)**

**Sign.** A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to identify, announce, direct, or inform that is visible from a public right of way. **MODIFIED**

**Sign Face.** The area of a sign that is designed and intended to display information, graphics, or messages. It represents the visible side or sides of the sign that are meant to be seen by pedestrians, motorists, or other viewers. **NEW**

**Sign, A-Frame.** A freestanding temporary, movable sign ordinarily in the shape of the letter "A" or some variation thereof. An A-Frame sign is displayed on the ground, not permanently fixed to the ground, and is usually two-sided, generally connected at the top and separated at the bottom. **MODIFIED**

**Sign, Animated.** A sign that uses moving or changing lights to depict action, movement, or the optical illusion of movement of part of the sign structure, sign, or pictorial segment, or including the movement of any illumination or the flashing or varying of light intensity to create a special effect or scene. Animated signs do not include electronic message signs. **MODIFIED**

**Sign, Arcade.** Any sign suspended from and located entirely under an arcade, covered porch, covered walkway, or similar architectural feature. **MODIFIED**

**Sign, Awning.** An awning sign is a sign printed, painted, stamped, perforated, stitched, or otherwise displayed upon an awning. **MODIFIED**

**Sign, Blade.** A sign attached to and projecting out from a building face or wall, generally at right angles to the building. Blade signs include signs that are totally in the right-of-way, partially in the right-of-way, or fully on private property. **NEW**

**Sign, Canopy.** A canopy sign is a sign printed, mounted, or installed upon a canopy. A canopy sign may be one of two types: **NEW**

1. **Canopy, Non-Structural.** A roofed structure attached to a building, which is not integral to the structure, that is made of durable, weather-resistant material such as canvas, canvas-like material, nylon, or vinyl-coated fabric, placed to extend outward from the building and supported both by mountings on the structure wall and by supports that extend to the ground.

2. **Canopy, Structural.** A roofed structure constructed of permanent building materials, such as metal, brick, stone, wood or similar building materials, which is constructed as part of and attached to a building, and extends outward from the building, supported both by the structure and by supports that extend to the ground.

**Sign, Changeable Message.** A component of a sign, allowing for a message to be changed manually. **MODIFIED**

**Sign, Drive-Through.** A sign constructed as a component of a drive-through facility. **NEW**

**Sign, Electronic Message.** A sign designed with a portion of the sign area using changing light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination devices within the electronic display panel(s) to form a message or messages in text and/or images, where the sequence of messages and the rate of change is electronically programmed and can be modified by electronic processes. Time/temperature signs, Flashing signs and animated signs are not considered electronic message signs. **Electronic message signs do not include electronic billboards, which are addressed as billboards in Chapter 154 of the City of Rio Rancho Municipal Code. MODIFIED**

**Sign, Flashing.** A sign with an intermittent or sequential flashing light source used primarily to attract attention. Flashing signs do not include electronic message signs. **NEW**

**Sign, Freestanding Pylon.** A sign that is placed on or supported by the ground, independent of the principal structure on the lot and affixed, attached, or erected on a pole or pylon. **MODIFIED**

**Sign, Freestanding Monument.** A sign that is placed on or supported by the ground, independent of the principal structure on the lot, designed with a monument base that is an integral part of the sign structure. **MODIFIED**

**Sign, Gateway.** A sign that is installed over a pedestrian entryway and supported by the ground, independent of the principal structure on the lot, designed as an entryway feature to the property. **NEW**

**Sign, Government.** A sign erected and maintained pursuant to and in discharge of any government function. A government sign does not include any required legal notice by municipal codes and ordinances; such legal notice is not controlled by the sign code. **MODIFIED**

**EDITOR'S NOTE:** Government sign does not include any required legal notice by municipal codes and ordinances. Such legal notice is not controlled by the sign code.

**Sign, Marquee.** A sign that is displayed upon or attached to a marquee. Where designed as a changeable message sign, the changeable message portion may be manually changed or electronically changed when permitted by this Code. **MODIFIED**

**Sign, Moving.** A sign where the entire sign structure or a portion of which rotates, moves, elevates, or in any way alters position or geometry. A tri-vision sign where triangular prisms rotate inside a frame to show a new message and/or information are considered moving signs. Moving signs do not include clocks or barber poles. **NEW**

**Sign, Multi-Tenant Commercial Center.** A freestanding monument sign installed in conjunction with a multi-tenant commercial center. **NEW**

**Sign, Nonconforming.** A sign which was in conformity with the applicable regulations when created but which would now be prohibited or does not conform to one or more of the regulations in the sign code or future amendments thereto. **MODIFIED**

**Sign, Portable.** A sign whose principal supporting structure is intended, by design and construction, to rest upon the ground for support and may be easily moved or relocated for reuse. Portable signs include, but are not limited to, signs mounted upon a trailer, wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels removed. Portable signs do not include A-frame signs. **MODIFIED**

**Sign, Residential Subdivision.** A freestanding monument sign installed at the entrance of a residential subdivision. A Residential Subdivision Sign may also be mounted on or integrated into an entry feature, such as a wall. **MODIFIED**

**Sign, Right-of-way.** A temporary sign installed in the public right-of-way in accordance with an approved right-of-way display permit. Right-of-way signs shall not be considered temporary off-premises signs.

**Sign, Roof.** Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure. A sign attached to an exterior wall of a building but whose face extends above the roofline or plate line by less than 10% of the face of a sign shall not be considered a roof sign. **CURRENT**

**Sign, Temporary.** Any sign which is erected for a limited time and/or special purpose, typically constructed from semi-durable materials and not constituting a permanent structure. **MODIFIED**

**Sign, Vehicle.** Signs placed, mounted, installed, or painted on a vehicle for the primary purpose of attracting attention to an occupant's presence within a building at which the vehicle is being parked. **NEW**

**Sign, Wall – Standard.** A sign that is attached directly to an exterior wall of a building or dependent upon a building for support and projects 18 inches or less from the wall of a structure with the exposed face of the sign in a plane substantially parallel to the face of the wall. Window signs are not considered wall signs. **MODIFIED**

**Sign, Wall – Painted.** A sign that is painted, applied, or affixed directly on the exterior wall of a building or structure. A painted wall sign is not limited to only the application of paint, but includes other methods of application and/or material including but not limited to tile, screen printing, vinyl application, and paste-ups. **NEW**

**Sign, Wall – Projected.** A sign created by an optical device that projects an image directly onto the exterior wall of a building or structure by light or other technological means. **NEW**

**Sign, Window.** A sign that is attached to, placed upon, or printed on the interior or exterior of a window or door of a building, or displayed on the interior within two feet of a window intended for viewing from the exterior of such a building. A window sign may be either permanent or temporary. Shadowbox design within display windows, where the window display is designed with a background enclosure that blocks views into the establishment, is considered a window sign and the entire area of the shadowbox is subject to the maximum sign area limitation. **MODIFIED**

**Sign, Wrap.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or a similar pliable material attached to a building or structure under construction, renovation, or maintenance and used to screen such construction, renovation, or maintenance activity. **NEW**

**Sign, Yard.** A sign placed within a street-facing yard intended to be viewed by the public. **NEW**

**Strobe light.** An electronic lighting device designed to emit intense, rapid flashes of light in a systematic and repetitive manner, typically at frequencies ranging from a few to several dozen flashes per second, with each flash lasting for a brief duration. **NEW**

**Unified Sign Plan.** A Unified Sign Plan addresses signage on a site to establish a coordinated and consistent approach to all signs within developments of significant size. Unified Sign Plans also allow for modification of the regulations of this Code such as permitted height, area, location and number of signs to respond to unique site conditions such as topography, size, or relation to a public street that would limit or restrict normal sign visibility. **NEW**

## **B. Rules of Measurement**

### **1. Sign Area**

- a. The sign area of each sign is the total exposed surface devoted to the sign's message, including all ornamentation, embellishment, symbols, logos, letters, characters, other figures, or frames, whether structural or decorative. The calculation of sign area does not include any supports or bracing. For channel letters or freestanding logos/symbols, the sign area is calculated as the customary, applicable mathematical formula for the

total area of each square, circle, ellipse, rectangle, or triangle, or combination thereof, that encompasses each word, logo, image, background, and/or display. **CURRENT/CLARIFIED**

**Sign Area**



b. Window area, for the purpose of calculating maximum area of window signs, is calculated as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area. Total window area is calculated as length times width of the window area. Only the individual letters or logos of the window sign shall be used in the calculation of surface area. The transparent film around the perimeter of the individual letters or logos composing the window sign and used to affix the window sign to the interior or exterior of a windowpane or glass door shall be exempt from the area calculations, provided that such portion of the transparent film maintains 100% transparency of the window. **NEW**

**EDITOR'S NOTE:** This does not address opaque or semi-opaque window clings that do not contain imagery or text that constitute a sign.

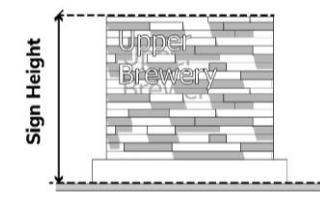
**Commented [CJ1]:** Comment (Tim/ 6/28 Minutes) says "remove sentence on transparency requirements, as we don't have transparency standards."

Clarifying that this should remain. It is not a minimum transparency standard, but simply a provision that specifies that area of a window sign that is 100% transparent or clear is not counted as sign area. If it is not 100% transparent or clear, it is counted toward the area of the window sign. I've clarified in an editor's note below that window clings that don't constitute signs are not addressed by this.

**2. Sign Height**

For ground signs, sign height is measured as the vertical distance measured from the normal grade at the base of the sign to the highest point of the sign, including any decorative elements. Normal grade shall be construed to be the existing grade prior to construction or the newly established grade after construction, exclusive of any fill, berm, mound, or excavation solely for the purpose of locating the sign, whichever is lower. Where a sign is installed on a slope, height shall be measured from the average grade at the base of the sign, determined by measuring the grade at the center of each side of the sign structure and calculating the average. **CURRENT (CLARIFIED)**

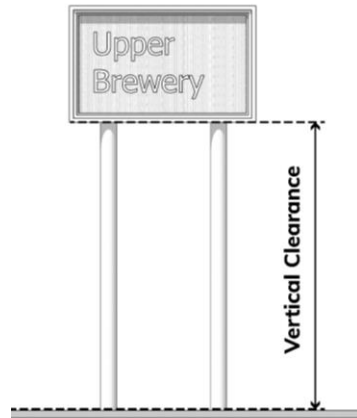
**Sign Height**



**3. Vertical Clearance**

Vertical clearance is measured as the vertical distance measured from the ground directly below the sign to the lowest point of the sign. **NEW**

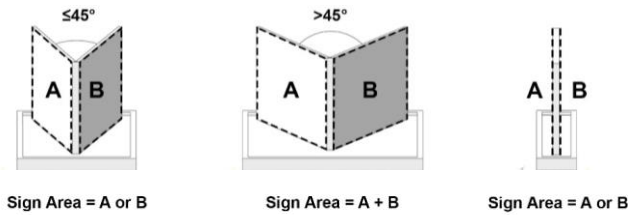
*Vertical Clearance*



**4. Number of Sign Faces**

If the interior angle between two sign faces is 45° (degrees) or less, the sign area is calculated as the area of one face only. If the interior angle between two sign faces is greater than 45° (degrees), the sign area is calculated as the sum of the two faces. **MODIFIED**

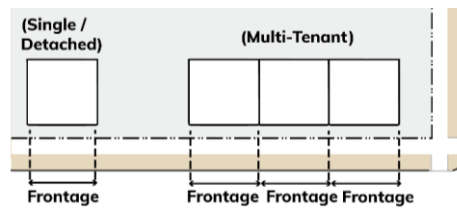
*Calculation of Sign Faces*



**5. Frontage Length**

Frontage length is measured as the linear distance between the surfaces of the outermost parallel walls of a principal structure. Where frontage length is calculated on a tenant basis, it is measured from the centerline of any party wall defining the tenant unit to the centerline of another party wall or the surface of an exterior wall. **CURRENT (CLARIFIED)**

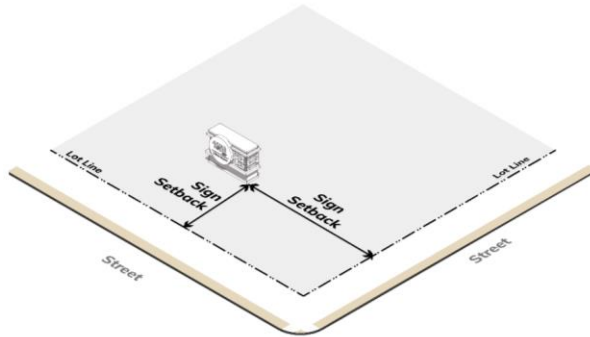
*Calculation of Frontage Length*



## 6. Sign Setback

Sign setback is measured perpendicularly from the applicable property line to the closest point of the sign or sign structure. **CURRENT (MOVED)**

Calculation of Sign Setback



### 156.03 Summary Table of Allowed Signs

Table 156-01, Summary Table of Allowed Signs, catalogs the types of permitted signs, both permanent and temporary, and indicates whether such sign requires a sign permit. This table is provided for reference purposes only. In the case of any conflict with the regulations of this Chapter and this ordinance, the specific sign regulations control over this table. Permanent Off-Premises Signs, also called Billboards, are not included in this table and are regulated by Chapter 154 of the City of Rio Rancho Municipal Code.

Table 156-01: Summary Table of Allowed Signs

Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
<b>A-Frame Sign</b> (156.07.A)	☑		Nonresidential and mixed-use development in nonresidential, SU, and H-1 districts
<b>Arcade Sign</b> (156.08.B.2)		☑	Nonresidential and mixed-use development in all districts
<b>Attention-Getting Device</b> (156.08.A)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Awning Sign</b> (156.08.B.3)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Blade Sign</b> (156.08.B.4)		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Canopy Sign - Non-Structural</b> (156.08.B.5.a)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Canopy Sign – Structural</b> (156.08.B.5.b)		☑	<u>Attached</u> : Multi-family dwellings, nonresidential development, and mixed-use development in all districts <u>Freestanding</u> : Gasoline service stations, drive-through window restaurants, and drive-through facilities in all districts
<b>Drive-Through Sign</b> (156.08.C)		☑	Drive-through window restaurants and drive-through facilities in all districts

**Table 156-01: Summary Table of Allowed Signs**

Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
<b>Electronic Message Sign</b> (156.08.D)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts  For the following uses in all districts: cultural facilities, educational facilities, parks, places of worship, or similar uses  Gasoline service stations in any district, to display copy that is required to be displayed by law
<b>Flag</b> (156.07.G)	☑		All districts
<b>Freestanding Sign, Monument</b> (156.08.F.2)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Freestanding Sign, Pylon</b> (156.08.F.3)		☑	Nonresidential and mixed-use development in the nonresidential and SU Districts, with the exception of the NC and O-1 Districts
<b>Gateway Sign</b> (156.08.E)		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Government Sign</b> (156.07.F)	☑		All districts
<b>Marquee Sign</b> (156.08.G)		☑	Nonresidential and mixed-use development in the C-1, C-2, O-1, M-1, and SU districts
<b>Multi-Tenant Commercial Center Sign</b> (156.08.F.4)		☑	Multi-tenant commercial centers in all districts
<b>Residential Subdivision Sign</b> (156.08.F.5)		☑	Residential subdivisions in all districts
<b>Right-of-Way Sign</b> (156.08.H)		☑	Within the public right-of-way, subject to standards
<b>Sign for Cultural or Historical Site</b> (156.07.D)	☑		Sites or buildings with cultural or historical significance in all districts
<b>Sign for Multiple Tenant Building Entry</b> (156.07.H)	☑		Multi-family dwellings, nonresidential development, and mixed-use development with multiple tenants in all districts
<b>Sign for Nonresidential or Mixed-Use Construction Activity</b> (156.07.C)	☑		Sites where active nonresidential or mixed-use construction is taking place in all districts
<b>Sign for On-Site Repair, Renovation, or Improvement</b> (156.07.I)	☑		Sites where on-site repair, renovation, or improvements are taking place in all districts
<b>Sign for Parking Lot or Structure Circulation Point</b> (156.07.J)	☑		Parking lots and structures in all districts
<b>Sign for Real Estate Activity</b> (156.07.K)	☑		Sites where a structure or lot is offered for sale, lease, or rent in all districts
<b>Sign for Residential Construction Activity</b> (156.07.B)	☑		Sites where active residential construction is taking place in all districts
<b>Sign on Gas Pump Island</b> (156.07.E)	☑		Gasoline service stations in all districts
<b>Wall Sign, Painted</b> (156.08.B.7)		☑	Nonresidential and mixed-use development in all districts
<b>Wall Sign, Projected</b> (156.08.B.8)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Wall Sign, Standard</b>		☑	Nonresidential and mixed-use development in all districts

**Table 156-01: Summary Table of Allowed Signs**

Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
(156.08.B.6)			
<b>Window Sign</b> (156.07.L)	☑		Nonresidential and mixed-use development in all districts
<b>Yard Sign</b> (156.07.M)	☑		All residential districts

**156.04 General Standards**

All signs constructed, erected, modified, or altered shall comply with the following standards.

**A. Exceptions**

All signs constructed, erected, modified, or altered shall comply with the standards of this Chapter, whether such signs do or do not require a sign permit, except for those items listed in this section. The following signs are not regulated by this Chapter.

1. Signs within a building or enclosed space within a development that are not visible from a public right-of-way.
2. Any required public notice, sign, or warning installed by federal, state, or local governments.
3. Logos and labels located on mechanical equipment, recycling bins, trash containers, and similar equipment, which are part of the equipment as manufactured and/or installed.
4. Works of art that do not contain a commercial message.
5. Holiday decorations that do not contain a commercial message.

**B. Location Restrictions**

1. No sign may be erected in a location that violates the building code, fire code, and other applicable City codes or ordinances.
2. No sign is permitted within the clear sight triangle as established within Chapter 154 of the City of Rio Rancho Municipal Code.
3. Only signs that have been placed by or authorized by the federal government, state government, or the City may be installed on public property. Any sign installed on public property, including rights-of-way, without prior authorization, will be removed by the City without notice and may be disposed of.
4. No permanent sign may be erected on private property without the consent of the property owner or his/her authorized agent. Any sign installed on private property without authorization may be removed by the property owner without notice and may be disposed of.
5. No sign may be erected in a manner that obstructs access to any ingress or egress, fire escapes, fire hydrants, fire department connections, or standpipes and similar fire safety connections.

**C. Audio Components**

Audio components are prohibited as part of any sign, except for the following:

1. Drive-through sign: For drive-through signs, including signs in individual stalls at drive-in restaurants, the audio component is limited to communication between the customer and the restaurant staff taking orders.

2. Signs owned and/or operated by a government agency.
3. Permitted gas station pump video screens.

#### **D. Illumination**

In addition to the standards below, all outdoor lighting shall comply with Chapter 159 of the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky Protection Act. In the case of a conflict, the more stringent requirement shall apply.

1. Any sign illumination, including gooseneck reflectors, external illumination, and internal illumination, shall be designed, located, shielded, and directed to prevent the casting of glare or direct light upon roadways and surrounding properties, and prevent the distraction of motor vehicle operators or pedestrians in the public right-of-way.
2. The sign face of internally illuminated signs shall function as a filter to diffuse illumination. The sign face shall cover all internal illumination components so that no exposed bulbs are visible.
3. All external illumination of a sign shall concentrate the illumination upon the printed area of the sign face.
4. The use of bare bulbs as external illumination is only permitted for marquee signs.
5. No sign illumination may be combined with reflective materials, such as mirrors, polished metal, or highly glazed tiles, which would increase glare.
6. The maximum allowable illumination measured at the property line is one lumen per square foot (one foot-candle), unless such signs are allowed to extend over the property line, where the maximum allowable illumination is measured at the back of curb or edge of pavement.
7. For electronic message signs, the maximum brightness is limited to 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunrise and sunset. The sign shall have an ambient light meter and automatic or manual dimmer control that produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one-half hour before sunset and one-half hour after sunrise.

#### **E. Construction Standards**

1. Supports and braces shall either be designed as an integral part of the overall sign or obscured from public view to the extent feasible.
2. All signs attached to a building shall be installed and maintained so that wall penetrations are watertight and the structure does not exceed allowable stresses of supporting materials.
3. All signs shall be designed and constructed in compliance with the building code, electrical code, and all other applicable codes and ordinances.
4. Glass comprising any part of a sign shall be safety glass.
5. Conduits, raceways, and other components of a sign illumination system shall be designed as an integral part of the overall sign structure and obscured from public view to the extent technically feasible.

#### **F. Permitted Materials for Signs**

1. Permanent sign structures shall be constructed of durable materials such as brick, wood or simulated wood, stone, concrete, metal, plastic, or high-density urethane (HDU) foam board or similar durable foam construction. Solid awnings and structural canopies shall be constructed of permanent building materials.

2. Awning, canopy, blade, and wall signs may also be constructed of durable weather resistant material such as canvas, nylon, or vinyl-coated fabric.
3. Wall, awning, canopy, and blade signs constructed of material shall be mounted within a frame so that they are held taut between all support posts.

#### G. Required Maintenance

1. All signs shall be kept in a safe and well-maintained condition and appearance, and shall be repainted or otherwise maintained by the property owner or business owner to prevent corrosion or deterioration caused by the weather, age, or any other condition.
2. All signs shall be maintained to prevent any kind of safety hazard, including faulty or deteriorated sign structures, a fire hazard, or an electrical shock hazard.
3. All unused sign hardware or wiring shall be removed.
4. No sign frame may remain unfilled or allow any internal part or element of the sign structure to be visible.
5. If a sign is maintained in an unsafe or unsecured condition, it shall be removed or the condition corrected. If the sign is not removed or the condition is not corrected within the required time period, the City may enforce this order through applicable enforcement procedures.
6. The City may remove any sign that is creating an imminent danger of significant harm to persons or property summarily and without notice. The owner of such sign is responsible for all costs of removal. The method for collection of costs may include, but shall not be limited to, a lien pursuant to NMSA SS 3-36-1 to 3-36-7.
7. Where possible by the design of a sign structure, the owner of a permanent sign that becomes obsolete after the associated activity or use is discontinued or abandoned shall remove all sign copy from the sign structure and the panels shall be removed and replaced with a blank panel. This requirement is not satisfied by reversing (i.e., turning such copy so that it faces inward), painting over, covering with vinyl or other fabric, or other means of obfuscating such copy.
8. Any activity that increases the sign area, sign height, or any sign dimension, or moves the location of a sign, requires a sign permit.
9. The following maintenance activities are exempt from requiring a sign permit. All other maintenance and alterations to a sign require a permit.
  - a. Painting, cleaning, or other normal maintenance and repair of a sign. This does not include any structural changes or any changes in the electrical components of the sign, including the removal or replacement of electrical components.
  - b. Changing the copy of a changeable message sign

#### H. Permanent Off-Premises Signs

Permanent off-premises signs are considered billboards, which are a distinct land use, and are subject to the regulations of Chapter 154 of the City of Rio Rancho Municipal Code.

### 156.05 Sign Permit

**EDITOR'S NOTE:** This mirrors the current sign permit procedure.

No sign, unless specifically identified as exempt by this Chapter, may be erected, constructed, altered, or relocated without first obtaining approval of a sign permit in accordance with the following.

**A. Authority**

The Director of Development Services or their designee is responsible for determining compliance with this title and issuing a sign permit.

**B. Approval Procedure**

1. A complete application for a sign permit, as well as any submittals required as a component of the application, shall be submitted to the Director of Development Services or their designee. If the party submitting the application does not own the subject property, the property owner is required to submit written permission for the installation of the sign as a component of the application.
2. Upon receiving an application for a sign permit, the Director of Development Services or their designee shall review it for completeness. If the application is determined to be incomplete, the applicant shall be notified in writing, specifying the deficiencies in the application.
3. Following a determination of completeness, the Director of Development Services or their designee shall either:
  - a. Approve the sign permit, if the application complies with all the requirements of these regulations and any other applicable codes.
  - b. Deny the sign permit, if the application fails in any way to comply with the requirements of these regulations or any other applicable codes. If the application is denied, the applicant shall be notified in writing, specifying the section or sections of these regulations or any other applicable codes with which the application is inconsistent.

**C. Fees**

To obtain a sign permit, all fees in accordance with the City's associated fee schedule shall be paid.

**D. Illegal Signs**

**1. Illegally constructed signs**

If a sign is constructed illegally without a required sign permit, the Director of Development Services or their designee will serve notice to the property owner that such sign shall be removed within 30 days of notice for permanent signs or seven days of notice for temporary signs. If the sign is not removed within the required period, the Director of Development Services or their designee may enforce this order through any remedies that are and as may from time to time be provided for or allowed by state law or municipal ordinances.

**2. Illegally placed signs**

Any sign placed on public property or within the public right-of-way without authorization may be removed immediately and without notice.

**156.06 Prohibited Signs**

**EDITOR'S NOTE:** All signs below are prohibited by the current code, unless noted below as a new prohibition.

The following sign types are specifically prohibited. All signs not expressly permitted by this chapter are also prohibited.

- A. Flashing signs, except as specifically permitted within this Code.
- B. Moving signs whether illuminated or not, including any sign that rotates, revolves, or has any visible moving part, or any sign that gives the appearance of movement, including signs designed to be moved by wind or other natural elements. This excludes clocks and barber poles.
- C. Portable signs, not including A-frame signs. **NEW**

- D. Roof signs.
- E. Strobe lights, moving or fixed spotlights, floodlights/searchlights.
- F. Signs that constitute a traffic hazard, including signs that: **NEW**
  - 1. Interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color, including signs illuminated in red, green, or amber color.
  - 2. May be confused with any public safety lighting, including signs illuminated in red and blue colors.
  - 3. Mislead, interfere with, or confuse traffic.
- G. Temporary off-premises signs. Also known as push signs, bandit signs, and snipe signs. **NEW**
- H. Vehicle signs. This prohibition does not include signs painted on or applied to vehicles, trucks, or buses that are being operated and stored in the normal course of business, such as signs located on delivery trucks, moving vans, and rental trucks, provided that the primary purpose of such vehicles is not the display of such sign, and that they are properly parked or stored in areas related to their use as vehicles and all such vehicles are in operable condition. This does not include vehicle for-sale signs.
- I. Video display screens.

#### 156.07 Signs Exempt from Permit

##### A. A-Frame Sign

- 1. A-frame signs are permitted for nonresidential and mixed-use development in the City's nonresidential districts, and the SU and H-1 Districts.
- 2. One A-frame sign is permitted per establishment, including one for each tenant in a multi-tenant development. A minimum separation of 15 feet is required between A-frame signs.

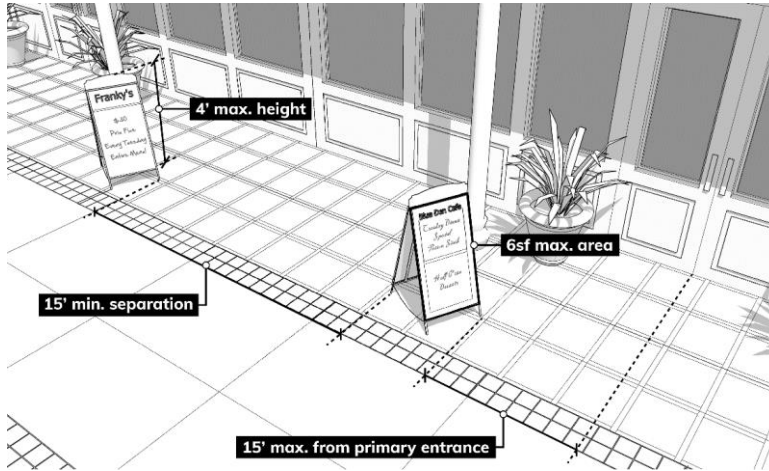
**EDITOR'S NOTE:** Limitation of 1 sign per establishment/tenant is new, current code does not have a limitation on number of A-Frame signs. Separation requirement is also new. These are common standards in sign codes to ensure that signs do not proliferate and block pedestrian circulation.

- 3. A-frame signs shall be located within 15 feet of the primary entrance of the business, and shall not interfere with pedestrian traffic or violate any standards of accessibility as required by ADA or other accessibility codes.
- 4. A-frame signs are limited to six square feet in area per side, and shall be no taller than four feet in height.

**EDITOR'S NOTE:** Current standard is 12sf max. sign area per business. Here, we have split it into 6sf per side of the sign; this is no real change in the amount of signage allowed, but ensures that a sign remains in scale with the A-Frame form – a 12sf single sided sign would be very large for this type of sign. The height maximum is a new standard to ensure visibility over the signs, another common provision in modern sign codes.

- 5. A-frame signs may be displayed outdoors during business hours only. At all other times, the signs shall be stored indoors.
- 6. A-frame signs shall not be displayed outdoors when severe wind, rain, or other weather conditions may pose a hazard.
- 7. Illumination of A-frame signs is prohibited.
- 8. No A-frame sign may have any type of electronic component.

### A-Frame Sign



### B. Sign for Residential Construction Activity

Where active residential construction is taking place, a temporary sign is permitted subject to the following:

1. One sign is permitted at each entrance to a residential subdivision or master planned community from a street classified as a collector or arterial.
2. Signs shall be designed as freestanding signs, wall signs, or signs on a fence, and shall be located a minimum of five feet from any property line.
3. Signs are limited to 32 square feet in area, and six feet in height.

**EDITOR'S NOTE:** This is a new sign type. Proposed standards match the current code's temporary sign standards for area and height in residential zones (156.22).

4. Illumination of signs is prohibited.
5. Signs shall be removed once construction within the residential subdivision or master planned community is complete.

### C. Sign for Nonresidential or Mixed-Use Construction Activity

Where active nonresidential or mixed-use construction is taking place, a temporary sign is permitted subject to the following:

1. One sign is permitted per street frontage.
2. Signs shall be constructed as freestanding signs, wall signs, or signs installed on a fence.
3. The total square footage of signs on a lot shall not exceed 64 square feet, unless located on a single parcel 20 acres or more in size, in which case the total square footage shall not exceed 128 square feet.

**EDITOR'S NOTE:** This is a new sign type. Proposed standards match the current code's temporary sign standards for area and height in commercial zones (156.22).

4. Individual signs are limited to 32 square feet in area. When freestanding, signs are limited to six feet in height and shall be located a minimum of five feet from any property line.

**EDITOR'S NOTE:** Proposed area for individual signs matches the current code's limitation for an individual sign (156.22). Six foot height limitation is a new addition.

5. In lieu of a freestanding sign, wall sign, or sign installed on a fence, a wrap sign may be used to wrap the fence or the structure under construction. A wrap sign requires review and approval during site plan review. Such wrap sign shall be made of mesh or similar material ~~that is not completely opaque~~. There is no maximum square footage limitation for a wrap sign.

**EDITOR'S NOTE:** This is a new flexibility, allowing for unlimited square footage when using a wrap sign on a fence or structure.

6. Illumination of signs is prohibited.

#### D. Sign for Cultural or Historical Site

**EDITOR'S NOTE:** This is a new sign type, allowing for signs on cultural or historical sites.

Sites or buildings with cultural or historical significance are permitted a permanent sign, subject to the following:

1. Signs on culturally or historically significant sites or buildings are limited to one sign per street frontage.
2. Signs on culturally or historically significant sites or buildings may be constructed as freestanding signs or wall signs as follows:
  - a. Signs are limited to six square feet.
  - b. Freestanding signs are limited to four feet in height and shall be located a minimum of five feet from any property line.
  - c. Wall signs shall be placed to be an integral part of the structure, cut into stone or masonry, or be a permanently affixed plaque of metal or other durable material.

#### E. Sign on Gas Pump Island

A maximum of one sign mounted on each gas station pump island is permitted and is limited to two square feet in sign area. All such signs shall be oriented to face the vehicle parked at the pump.

**EDITOR'S NOTE:** This is a new sign type, allowing for small signs on gas pump islands.

#### F. Government Sign

1. Government signs are allowed in all districts and in any number, configuration, or size.
2. In all districts, the type and extent of illumination required is at the discretion of the authorized government agency.

**EDITOR'S NOTE:** Standards are aligned with current approach.

#### G. Flag

Flags are permitted in all districts.

1. Flags may be freestanding or wall mounted. There is no limit on the number of flags permitted.
2. There is no limit on the size of flags.

**EDITOR'S NOTE:** This proposed approach does not limit the number or size of flags. Flagpoles, as structures, are currently regulated within Chapter 154 of the City Code which limits them to 32 feet in height, and requires a ten foot setback from any property line in any residential district (154.60). In commercial districts, flagpoles are limited to 50 feet in height, and must be set back 25 feet from any property line. Heights greater than 50 feet may be approved by a conditional permit (154.61).

3. All flagpoles shall conform to the standards established within Chapter 154 of the City of Rio Rancho Municipal Code.
4. Flags may be externally illuminated, and shall comply with Chapter 159 of the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky Protection Act.

#### H. Sign for Multiple Tenant Building Entry

**EDITOR'S NOTE:** New sign type. Standards match the current code's standards for "building identification signs." It has been renamed to meet content neutrality rules.

Multi-family dwellings, nonresidential development, and mixed-use development with multiple tenants in all districts are permitted a permanent sign at each building entry, subject to the following:

1. A maximum of one sign is allowed per building entry.
2. Signs may be constructed as either freestanding signs or wall signs.
3. Signs are limited to eight square feet in area.
4. Freestanding signs are limited to six feet in height, and shall be located within five feet of the building entry, and a minimum of five feet from any property line.
5. Wall signs shall be installed within five feet of the building entry.

#### I. Sign for On-Site Repair, Renovation, or Improvement

On lots where on-site repair, renovation, or improvements are taking place, a temporary sign is permitted. Such temporary signs are subject to the following:

1. A maximum of one sign per lot is permitted.
2. Signs are permitted in all districts on sites with active repair, renovation, or improvement projects.
3. Signs may be installed only after approval of a permit for the repair, renovation, or improvement activity. Signs shall be removed upon the completion of the repair, renovation, or improvement activity.
4. Signs may be constructed as freestanding signs, subject to the following:
  - a. Signs are limited to a maximum of eight square feet in area and six feet in height.

**EDITOR'S NOTE:** This is a new sign type. Proposed standards match the current code's temporary sign standards for area and height in residential zones (156.22).

- b. Signs shall be located a minimum of five feet from any property line.
- c. Signs may not be illuminated.

#### J. Sign for Parking Lot or Structure Circulation Point

Parking lots and structures in all districts are permitted permanent signs at parking lot and/or structure circulation points in accordance with the following:

1. Circulation points include, but are not limited to, entrances/exits, driveway intersections, drive-through lanes, fire zones, and parking lot drive aisles.
2. Signs are limited to a maximum of four square feet in area and five feet in height.

**EDITOR'S NOTE:** This is a new sign type. Proposed standards match the current code's standards for "Incidental/Directional/Safety" signs.

3. Freestanding parking lot or structure circulation point signs shall be located a minimum of five feet from any right-of-way line.
4. Signs for parking lot or structure circulation points may be internally or externally illuminated.

#### **K. Sign for Real Estate Activity**

When a structure or lot is offered for sale, lease, or rent, a temporary real estate activity sign is permitted on such lot as follows:

1. Signs are permitted in all districts, and shall be located on the lot offered for sale, lease, or rent, or at the entrance of a new residential subdivision.
2. Signs are limited to one sign per street frontage, except for new residential subdivisions which are limited to one sign.
3. Signs may be constructed as freestanding, wall, or window signs, apart from those for new residential subdivisions which shall be freestanding. Freestanding signs shall be located a minimum of five feet from any property line.
4. Signs are subject to the following maximum sign area limitations:

- a. Residential districts, A-R, OS, PR, T-Z: eight square feet.

**EDITOR'S NOTE:** Proposed standards match the current code (156.22)

- b. Nonresidential, SU and H-1 districts (not including M-1 or BP): 32 square feet.

**EDITOR'S NOTE:** Proposed standards match the current code (156.22)

- c. M-1 and BP districts: 40 square feet.

**EDITOR'S NOTE:** Proposed standards exceed what is allowed in the current code.

- d. New residential subdivision of three lots or more (any district): 32 square feet.

**EDITOR'S NOTE:** Proposed standards match the current code (156.22)

5. Freestanding signs are limited to six feet in height.
6. Signs for real estate activity may not be illuminated.
7. Signs shall be removed within five days of final closing, lease, or rental.

#### **L. Window Sign**

1. Window signs are permitted for nonresidential and mixed-use development in all districts.
2. All window signs, whether temporary or permanent, are limited to no more than 50% of the surface of each window area. Window area is measured as a continuous surface until divided by an architectural or structural element.

Mullions are not considered an element that divides window area.

**EDITOR'S NOTE:** Proposed standards exceed the current code, which allows for 25% coverage. Window signs are also proposed to be permitted in all districts for nonresidential and mixed use buildings, a more permissive approach than the current code.

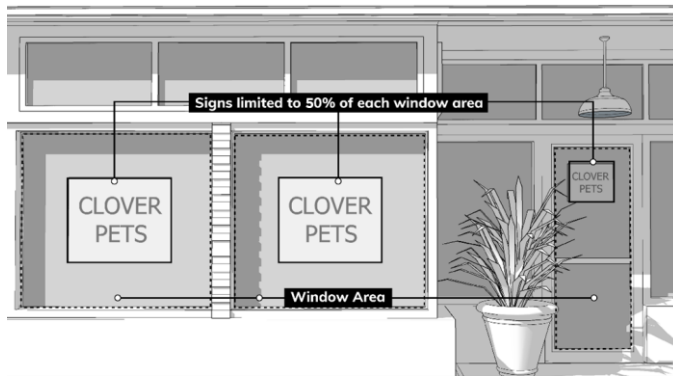
3. Internally illuminated window signs are permitted, but are limited to a maximum area of six square feet or 30% of the surface of the window area, whichever is less. Such illuminated signs may not contain an animated or flashing component, and may not strobe.

**EDITOR'S NOTE:** Allowance for internally illuminated window signs is a new flexibility.

4. Window displays of items sold on the premises are not considered window signs.

**EDITOR'S NOTE:** This is another clarification that provides flexibility, not in the current code.

#### Window Sign



#### M. Yard Sign

Yard signs are permitted in all residential districts.

1. There is no limit on the number of signs permitted, however the maximum total sign area may not exceed 32 square feet
2. Individual signs are limited to a maximum of eight square feet in area and six feet in height.

**EDITOR'S NOTE:** This is a newly defined sign type. Proposed standards, however, match the current regulations for these types of signs on private property (156.22)

3. Yard signs shall be located a minimum of five feet from any right-of-way line.
4. No sign may be illuminated.
5. Signs shall not be used for any on-premises or off-premises advertising.

#### 156.08 Sign Permit Required

This section describes the types of signs allowed with a sign permit. Specific regulations for each sign type may include further restrictions pertaining to which districts and/or uses within a district may utilize these sign types.

**A. Attention-Getting Device**

Attention-getting devices are permitted as temporary signs for nonresidential and mixed-use development in the nonresidential and SU districts.

~~1. One freestanding and one wall-mounted attention-getting device may be installed or mounted simultaneously.~~

**Commented [CJ2]:** Removed this limitation; controlled below for multi-tenant; I don't think it was our intent to limit the number of these, but to allow them based upon frontage as specified in 3a.

**21.** Attention-getting devices are limited to the following display periods:

- a. When used in coordination with an event, attention-getting devices are permitted a total display period of seven days prior to the start of the event, the duration of the event, and three days following the end of the event.
- b. When not in coordination with an event: 15 days
- c. Four display periods per year are permitted, with a minimum of 30 days required between successive display periods.

**32.** Attention-getting devices for multi-tenant sites are subject to the following:

- a. Each tenant establishment with ground floor frontage in a multi-tenant structure may have one freestanding and one wall-mounted attention-getting device installed or mounted simultaneously.
- b. The display period and minimum 30-day interval between displays applies to each tenant establishment individually, rather than the site as a whole.

**43.** Freestanding attention-getting devices are subject to the following:

- a. Freestanding attention-getting devices are allowed at a ratio of one attention-getting device for every 25 linear feet of street frontage. Where a structure or tenant space has less than 25 linear feet of street frontage, one attention-getting device is permitted. There shall be a 15 foot separation between freestanding attention-getting devices.

**EDITOR'S NOTE:** This is more permissive than the current code, which only allows 12 square feet of sign area per business.

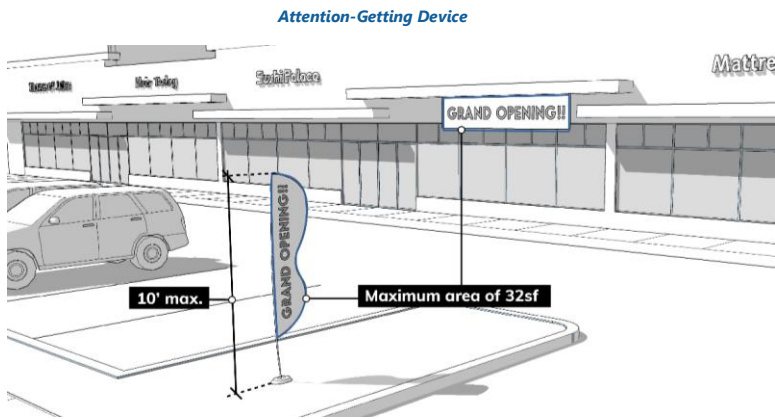
- b. Freestanding attention-getting devices are limited to a maximum height of ten feet and 32 square feet in area. If designed as a balloon or inflatable sign, a freestanding attention-getting device is limited to a maximum of 15 feet in height, including any tethering.

**EDITOR'S NOTE:** Proposed standards exceed the 12 square feet allowed within the current regulations for these types of signs, currently called "Flags (Flex-Pole) on nonresidential lots."

- c. Freestanding attention-getting devices shall be located a minimum of five feet from the property line, as measured from the outermost portion of the sign. No part of a freestanding attention-getting device may extend over the property line.

**54.** Wall-mounted attention-getting devices are limited to 60 square feet, and may not exceed the height of the ground floor of the structure. Wall-mounted attention getting devices for multi-tenant structures are limited to 32 square feet per tenant establishment.

**EDITOR'S NOTE:** Proposed standards for wall-mounted attention-getting devices match the current standards for these types of signs, currently called "banners."



## B. Building-Mounted Signs

### 1. General Regulations

- a. The following are considered building-mounted signs: permanent arcade signs, awning signs, blade signs, canopy signs, standard wall signs, and painted or projected wall signs.
- b. Single-tenant structures are permitted a maximum building-mounted sign area of two square feet per one linear foot of building length or 50 square feet, whichever is greater. Multi-tenant structures are permitted a maximum building-mounted sign area of two square feet per one linear foot of frontage per ground-floor tenant, or 50 square feet per ground-floor tenant, whichever is greater.

**EDITOR'S NOTE:** Proposed standards are a new, clearer, more permissive approach to these signs. Current code is somewhat vague and allows for "20% of building frontage," though it is unclear how this is calculated or applied. Example – 50 feet of frontage would be allowed 100sf of sign area under this new approach, which could include any (or all) of the sign types in items 2-8 below.

- c. Building-mounted signs may be used in any quantity or combination, so long as the total permitted square footage is not exceeded and all individual signs conform to the specific provisions per sign type established in Sections 156.08.B.2 through 156.08.B.8 below.

### 2. Arcade Sign

- a. Arcade signs are permitted for nonresidential and mixed-use development in all districts.

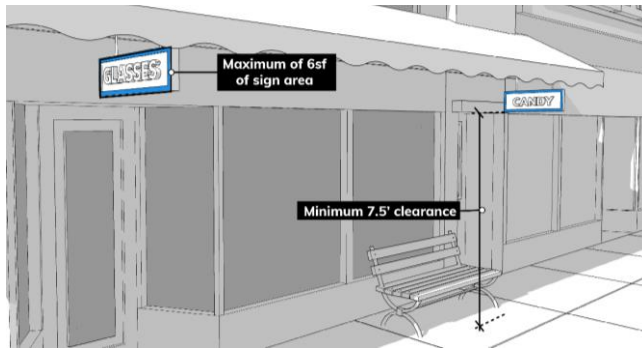
**EDITOR'S NOTE:** This is more permissive than the current code, which only allows this sign type in the neighborhood and commercial/industrial sign districts, and only "where a plaza exists."

- b. Arcade signs shall be located beneath, and shall be securely attached to an arcade, gallery, covered porch or walkway, awning, or canopy.
- c. One arcade sign is permitted per building entry.
- d. Arcade signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted, and are limited to a maximum of 12 square feet in sign area.

**EDITOR'S NOTE:** Proposed area matches the current code. Vertical clearance is a new standard.

- e. Arcade signs are not counted toward the maximum building-mounted sign area for single- or multi-tenant structures.

**Arcade Sign**



**3. Awning Sign**

- a. Awning signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
- b. Awning signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted.
- c. Awning signs may encroach into the public right-of-way, but shall be located at least two feet from a curb line.
- d. Sign copy on any awning sign is limited to 25% of each awning surface area (front, sides, valance).

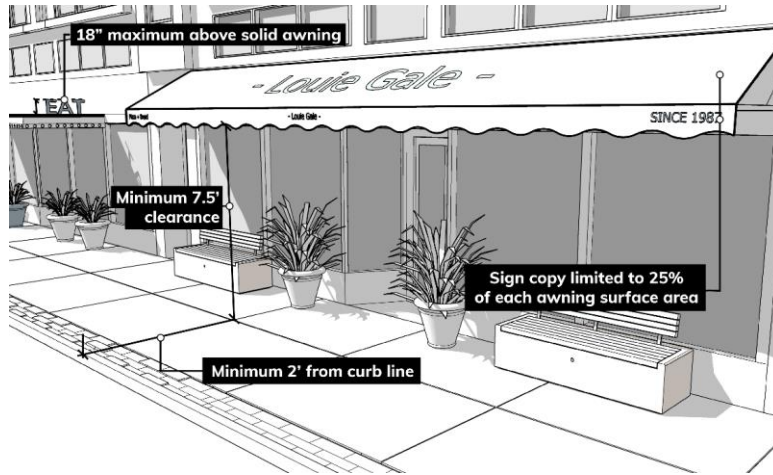
**EDITOR'S NOTE:** Proposed standards are a new, clearer, more permissive approach to these signs. Current code is somewhat vague and allows for "20% of awning for each tenant space or building," but does not specify how the 20% is measured.

- e. Awning signs shall be constructed of durable, weather-resistant material such as, but not limited to, canvas, canvas-like material, nylon, vinyl-coated fabric, or permanent building material such as metal.
- f. Solid, non-textile awnings are permitted lettering attached to and located either above or below the awning to a maximum height of 18 inches. If attached below the awning, a minimum vertical clearance of 7.5 feet shall be maintained from the bottom of the lettering to the surface above which it is mounted.

**EDITOR'S NOTE:** This is a new flexibility, not within the current code.

- g. Awning signs may be externally illuminated. Any illumination of an awning sign shall be focused on the sign copy or printed area. Back-lit awnings are prohibited.

*Awning Sign*

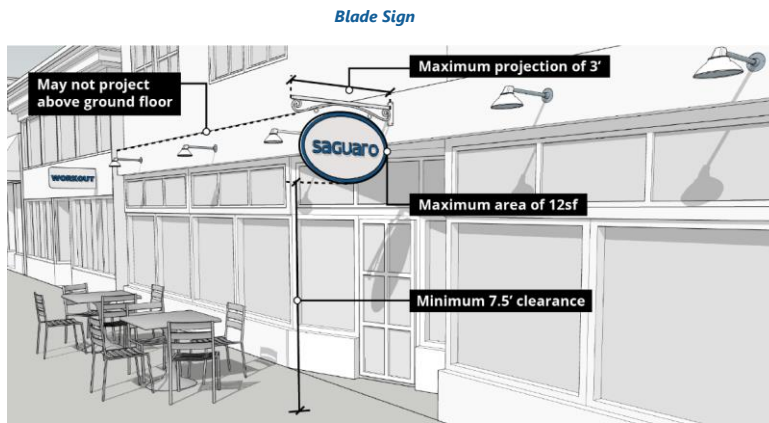


**4. Blade Sign**

- a. Blade signs are permitted for nonresidential and mixed-use development in the nonresidential, SU and H-1 districts.
- b. One blade sign is permitted per establishment with ground-floor frontage on a street or public plaza.
- c. Blade signs are limited to 12 square feet, and may project a maximum of three feet from the façade.

**EDITOR'S NOTE:** This sign has been renamed. Proposed standards match the current code's standards for "Projecting Signs." Vertical clearance (below) is a new standard which is related to public safety.

- d. Blade signs shall maintain a minimum vertical clearance of 7.5 feet from the surface above which the sign is mounted. No blade sign affixed to a building may project higher than the ground floor, including the sign support structure.
- e. Blade signs may be internally or externally illuminated.



## 5. Canopy Sign

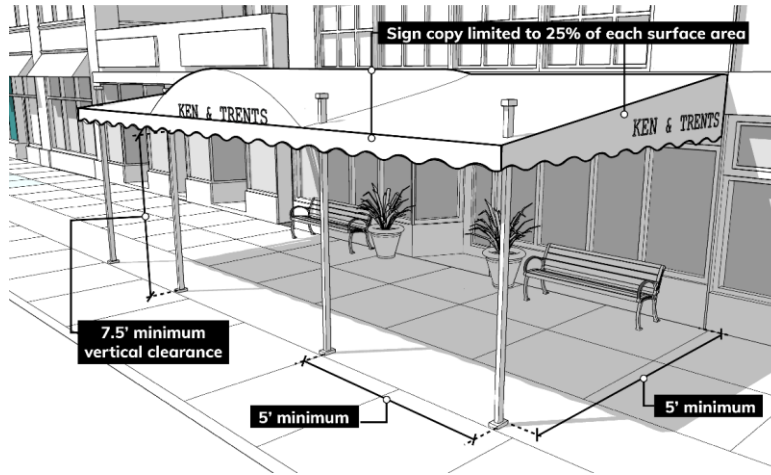
**EDITOR'S NOTE:** Proposed standards are a new, clearer, more permissive approach to canopy signs. The current code specifies the allowed area for canopy signs as "sign area on perpendicular face of building," which is unclear and difficult to administer. The proposed approach includes allowances for multiple types of canopy signs, and allows a significant area for sign copy to be displayed, largely in alignment with the approach to awning signs, which are more permissive than the current code.

Canopy signs are divided into two types: non-structural and structural.

### a. Non-Structural Canopy Signs

- i. Non-structural canopy signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
- ii. Non-structural canopy signs shall maintain a minimum vertical clearance of 7.5 feet.
- iii. Non-structural canopy signs may encroach into the public right-of-way but shall be located at least two feet from the curb line. Support posts shall maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.
- iv. Sign copy on any canopy sign is limited to 25% of each surface area (front, sides, valance).
- v. Non-structural canopy signs may be externally illuminated. Any illumination shall be focused on the sign copy or printed area. Back-lit canopies are prohibited.

**Non-Structural Canopy Sign**



**b. Structural Canopy Signs**

**if. Permissions for Structural Canopy Signs**

Structural canopy signs are permitted as follows:

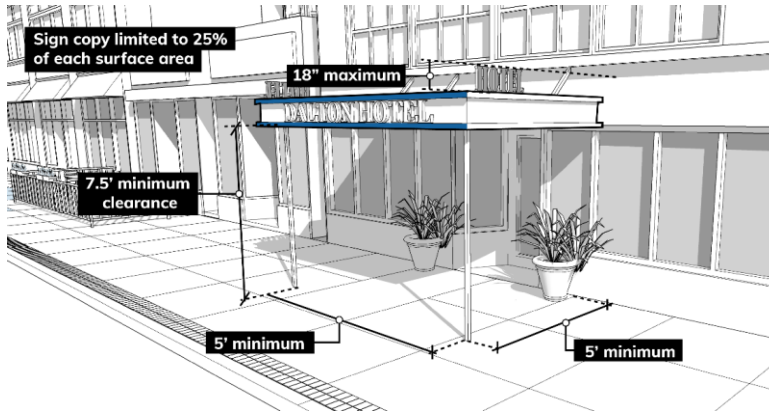
- (A) Structural canopy signs attached to the principal structure are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
- (B) Freestanding structural canopy signs are permitted for gasoline service stations, drive-through window restaurants, and drive-through facilities in any district.

**ii. Structural Canopy Signs Attached to Principal Structure**

Structural canopy signs attached to the principal structure are subject to the following:

- (A) Canopy signs attached to the principal structure may encroach into the public right-of-way but shall be located at least two feet from a curb line.
- (B) Support posts shall maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.
- (C) Canopy signs attached to a building shall maintain a minimum vertical clearance of 7.5 feet.
- (D) For structural canopies attached to a principal building, sign copy is limited to 25% of each surface area. Such signs are permitted lettering attached to and located either above or below the canopy to a maximum height of 18 inches. If attached below the canopy, a minimum vertical clearance of 7.5 feet shall be maintained from the bottom of the lettering to the surface above which it is mounted.
- (E) Structural canopy signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign copy or printed area.

*Structural Canopy Sign Attached to Principal Structure*



**iii. Freestanding Structural Canopy Signs**

Freestanding structural canopy signs are subject to the following. Such signs are exempt from the calculation of total building-mounted sign area.

**EDITOR'S NOTE:** Exemption from the calculation of total building-mounted sign area is a significant new flexibility.

- (A) Freestanding structural canopy signs are subject to the setback requirements of the district where they are located or ten feet from any property line, whichever is greater.
- (B) Freestanding structural canopy signs are limited to a maximum height of 25 feet. Height is measured to the top of a flat roof or to the average height between the eave and the ridge of a pitched roof.
- (C) For freestanding structural canopies, sign copy is limited to a maximum of 25% of the area of each façade. No sign may be mounted above the top of the roof of the structural canopy, but a sign mounted on the structural canopy façade may extend a maximum of six inches above the roofline.
- (D) Freestanding structural canopy signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign copy or printed area. Freestanding structural canopies are permitted an illuminated band along each facade of the canopy, which is limited to 10% of the overall height of the facade of the canopy.

*Freestanding Structural Canopy Sign*



**6. Wall Sign, Standard**

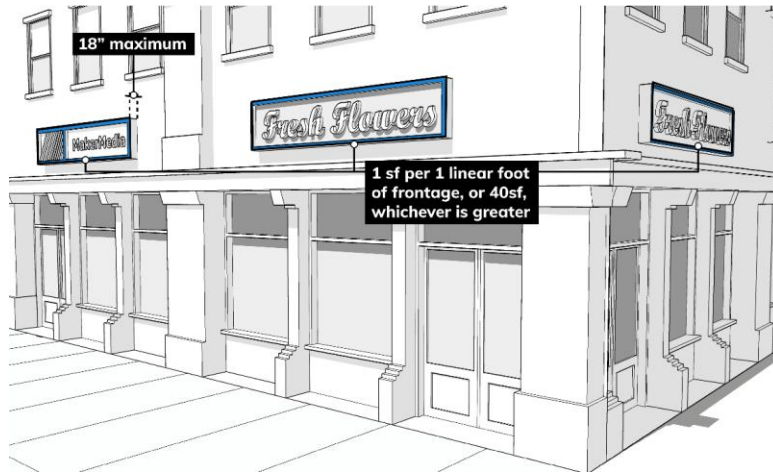
**EDITOR'S NOTE:** This is clearer and more permissive than the approach to "attached/building/wall signs" in the current code. Current standards allow "20% of building unit frontage," however it is unclear how the current 20% allowance is measured (frontage is a linear measurement).

Example of new approach – 50 feet of frontage would allow for 50 square feet of wall sign area for a single tenant. Regardless of frontage, all tenants and structures are guaranteed a minimum of 50 square feet of sign area, more permissive than the current code.

- a. Standard wall signs are permitted for nonresidential and mixed-use development in any district.
- b. Standard wall signs are permitted on all facades of a structure. On a site consisting of multiple structures, each structure is permitted wall signs per the regulations of this section. The square footage permitted for individual structures shall not be combined to create a larger sign on any one structure.
- c. For a single tenant structure, the maximum total wall sign area is one square foot per one linear foot of building wall where the wall sign(s) will be mounted or 450 square feet, whichever is greater. The square footage permitted for individual façades shall not be combined to create a larger sign on any one façade.
- d. For a structure that contains multiple tenants, each tenant that has exterior ground floor frontage is permitted a total wall sign area of one square foot per one linear foot of frontage or 50 square feet, whichever is greater. The square footage permitted for individual tenants shall be used only for each tenant frontage, and shall not be combined to create a larger sign along any tenant frontage.
- e. The number of individual wall signs on a façade is not limited, however the cumulative sign area of all signs on a facade shall not exceed the maximum allowable total wall sign area per façade.
- f. Standard wall signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.
- g. Signs shall be safely and securely mounted to the building wall, and may project a maximum of 18 inches from the façade to which they are mounted.

- h. No wall sign affixed to a building, including any sign support structure, may project horizontally beyond the end of a wall, or vertically beyond the roofline of a flat-roofed structure, or the eave of a pitched-roof structure.
- a. On existing buildings, a parapet wall shall not be constructed for the sole purpose of increasing the allowable height of a wall sign. For new buildings, when a sign is mounted on a parapet wall, such parapet wall shall maintain consistency with the architectural design of the building, including building materials.

Wall Sign - Standard



#### 7. Wall Sign, Painted

**EDITOR'S NOTE:** This is a new sign type that allows for significant sign area.

- a. Painted wall signs are permitted for nonresidential and mixed-use development in any district.
- b. Painted wall signs are permitted on each facade of a structure.
- c. Painted wall signs are limited to 50% of the façade on which they are painted, or 200 square feet, whichever is less. The square footage permitted for individual façades shall not be combined to create a larger sign on any one façade.
- d. Painted wall signs may be externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.
- e. Painted wall signs shall not project more than 0.25 inches from a building wall.

#### 8. Wall Sign, Projected

**EDITOR'S NOTE:** This is a new sign type that allows for significant sign area.

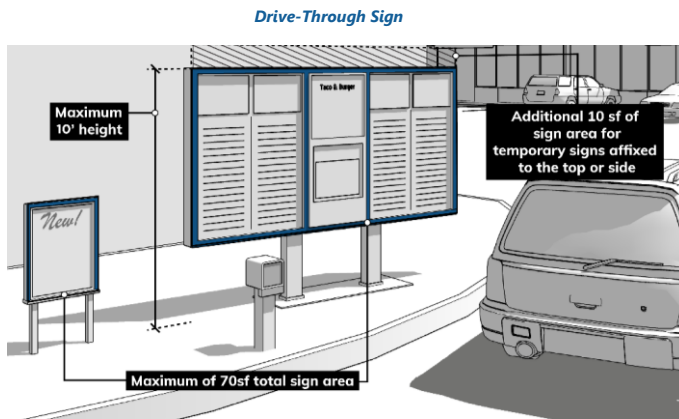
- a. Projected wall signs are exempt from the calculation of total building-mounted sign area.
- b. Projected wall signs are permitted for nonresidential and mixed-use development in the nonresidential and SU districts.

- c. Projected wall signs are limited to 50% of the façade onto which they are projected.
- d. Projected wall signs shall remain static and shall not flash, rotate, or move. No projected wall sign shall display video.
- e. Projected wall signs shall not direct glare onto adjacent properties.
- f. Projected wall signs shall not extend beyond the façade onto which they are projected.
- g. Projected wall signs shall not be projected over any other permanent or temporary sign, including painted wall signs.

### C. Drive-Through Sign

**EDITOR'S NOTE:** This is a new sign type. Standards are more permissive than the current "freestanding monument sign" allowances.

1. Drive-through signs are permitted for all drive-through window restaurants and drive-through facilities in any district.
2. Drive-through signs are limited to a maximum of 70 square feet in area and ten feet in height, and may comprise a mixture of separate freestanding signs, including preview boards installed at earlier points in the drive-through lane. The total square footage of all signs, however, shall not exceed 70 square feet.
3. An additional ten square feet of sign area is permitted for temporary signs affixed to the top or sides of a permanent drive-through sign.
4. Drive-in restaurants, where customers park in designated stalls and remain in their vehicles to dine, are permitted one sign per parking stall. Such signs are limited to a maximum of 30 square feet in area per stall, and six feet in height. Signs may comprise a mixture of freestanding signs, and temporary signs such as promotions or special items affixed to the top or sides of a permanent sign. The total square footage of all signs, however, shall not exceed 30 square feet per stall.
5. Any drive-through sign, including signs within stalls at drive-in restaurants, shall be located a minimum of 15 feet from any residential district property line, measured from sign face to property line.
6. Drive-through signs, including signs within stalls at drive-in restaurants, may be internally illuminated, and may contain an electronic screen for interaction and verification with customers.



#### D. Electronic Message Sign

**EDITOR'S NOTE:** Electronic message signs are more broadly permitted in this draft than in the current code. Electronic message signs do not include electronic billboards, which are addressed as billboards in Chapter 154 of the City of Rio Rancho Municipal Code.

1. Electronic message signs are permitted for the following:
  - a. Nonresidential and mixed-use development in the nonresidential and SU districts.
  - b. The following uses in any zoning district: cultural facilities, educational facilities, parks, places of worship or similar uses.
  - c. Gasoline service stations in any district are permitted an electronic message sign to display any copy that is required to be displayed by law, such as fuel prices.
2. Electronic message signs are limited to the following dimensions:
  - a. Electronic message signs are limited to freestanding monument signs (156.08.F.2) and multi-tenant commercial center signs (156.08.F.4), and shall be integrated into a larger sign structure. The electronic component is limited to a maximum of 75% of the total area of the sign, or the limitations established in items b and c below, whichever is less.
  - b. The electronic component of electronic message signs in the nonresidential and SU districts is limited to a maximum of 50 square feet, unless located immediately adjacent to or across a right-of-way from a residential district, in which case they are limited to a maximum of 30 square feet.

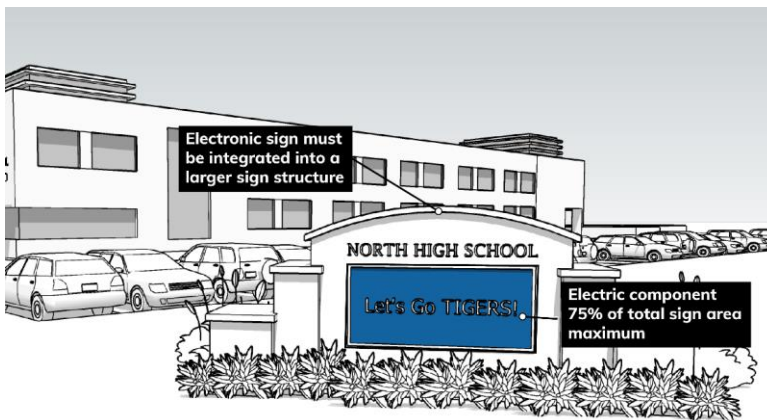
**EDITOR'S NOTE:** 50 square foot maximum is the current standard. 30 square foot limitation when adjacent or across from a residential district is new permission from that of the current approach, which prohibits electronic message signs within 40 feet of a residential district. The 30 square foot limitation is the current code's allowance for these signs in the neighborhood and institutional sign districts. Since we have allowed them within 40 feet of a residential district, we feel it is a reasonable compromise to make them slightly smaller.

- c. The electronic component of electronic message signs in any district other than the nonresidential and SU districts is limited to a maximum of 30 square feet.

**EDITOR'S NOTE:** This is the current standard.

3. Only one electronic message sign per lot is permitted. For the purposes of this regulation, a multi-tenant development comprising separate lots of record, including any out-lot parcels, is considered one lot.
4. The sign structure shall contain permanent copy in addition to the electronic component, such that if the electronic component is turned off, the sign is not blank.
5. Each message or image displayed on an electronic message sign shall be static for a minimum of eight seconds, and shall be complete, not continuing on a subsequent message.
6. Electronic message signs shall display static messages only, with no animation or effects simulating animation or video. Transitions from one message to another shall appear instantaneous as perceived by the human eye. Any scrolling, flashing, blinking, fading, rolling, shading, dissolving, spinning, revolving, shaking, or any other effect that gives the appearance of movement to the message or any component of the sign is prohibited.
7. For electronic message signs, the maximum brightness is limited to 5,000 nits when measured from the sign's face at its maximum brightness, during daylight hours, and 500 nits when measured from the sign's face at its maximum brightness between dusk and dawn, i.e., the time of day between sunrise and sunset. The sign must have an ambient light meter and automatic or manual dimmer control that produces a distinct illumination change from a higher allowed illumination level to a lower allowed level for the time period between one-half hour before sunset and one-half hour after sunrise.
8. All signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.
9. Electronic message signs shall not operate as an off-premises sign. This does not include public service messages.

*Electronic Message Sign*

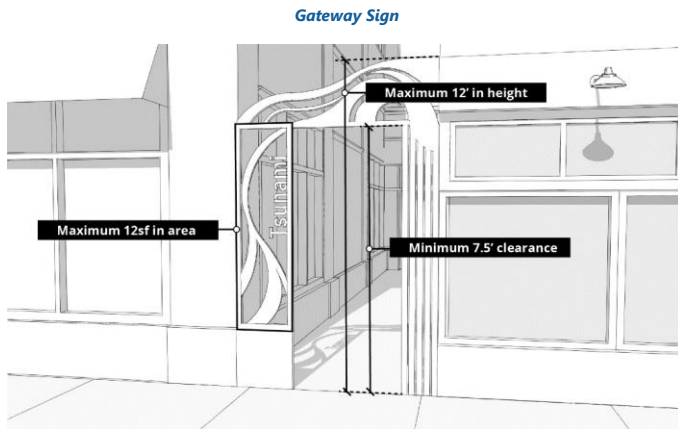


**E. Gateway Sign**

**EDITOR'S NOTE:** This is a new sign type, not defined or addressed within the current code.

1. Gateway signs are permitted for nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts.
2. One gateway sign is permitted per street frontage. Gateway signs shall be located over a main pedestrian entryway.

3. Gateway signs may not project into, over, or otherwise encroach on a public right-of-way or easement.
4. Gateway signs are limited to a maximum of 12 square feet in area and 12 feet in height. Signs shall maintain a minimum 7.5 foot vertical clearance to allow for passage through the sign.
5. Gateway signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.



## F. Ground Signs

### 1. General Regulations

- a. The following are considered ground signs: freestanding monument signs, freestanding pylon signs, multi-tenant commercial center signs, and residential subdivision signs.
- b. Each lot is permitted one ground sign per street frontage. One additional ground sign is permitted where a street frontage exceeds 200 linear feet in length. A minimum of 50 feet separation is required between ground signs.

**EDITOR'S NOTE:** This is more permissive than the current code. Current code allows one sign per street frontage, regardless of length in all but the commercial/industrial sign district. In the commercial/industrial sign district, one sign is allowed per 200 linear feet of frontage.

Example: 400' of linear frontage would be needed to have two ground signs under the current code, and would only be allowed in the commercial/industrial sign district. In the proposed draft, a second sign would be allowed at 200 linear feet of frontage, regardless of the district.

- c. All ground signs shall conform to the specific provisions per sign type established in Sections 156.08.F.2 through 156.08.F.5 below.

### 2. Freestanding Sign, Monument

- a. Freestanding monument signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in any district.
- b. Freestanding monument signs in residential districts are limited to a maximum of 40 square feet in area and eight feet in height.

**EDITOR'S NOTE:** This is the current standard for freestanding monument signs.

c. In all other districts, freestanding monument signs are limited to a maximum of 70 square feet in area and ten feet in height, unless located immediately adjacent to or across a right-of-way from a residential district, in which case they are limited to a maximum of 60 square feet in area and ten feet in height.

**EDITOR'S NOTE:** This aligns with the current code, which allows 70 square feet in the commercial/industrial sign district, but limits signs to 60 square feet in the neighborhood and institutional sign districts.

d. A freestanding monument sign shall be designed so that the width of the top of the sign face is a minimum of 70% and a maximum of 130% of the width of the base, unless designed with decorative posts as follows:

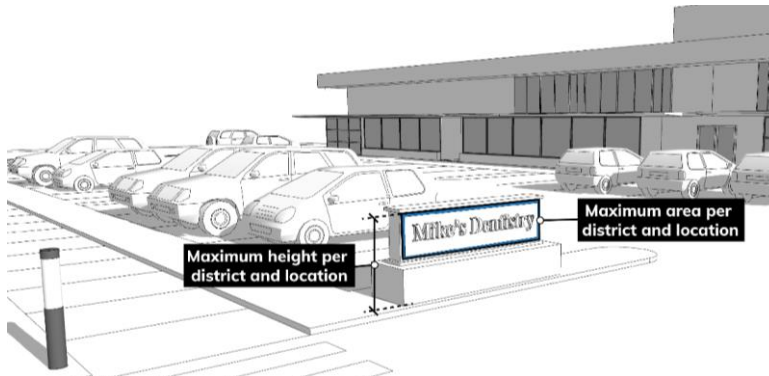
i. To provide flexibility for freestanding monument sign installation on sites where the ground is not level, structural (non-decorative) posts may extend from the ground to support the sign. Such posts are limited to a maximum of one foot in height (measured to the bottom of the sign face) above the ground at the location of their installation.

ii. Freestanding monument signs may be designed to include decorative posts as a component of the overall sign structure and design. Such posts are limited to a maximum of three feet in height (measured to the bottom of the sign face) above the ground at the location of their installation.

e. Freestanding monument signs shall be set back a minimum of five feet from any property line, and may not project into, over, or otherwise encroach on a public right-of-way or easement.

f. Freestanding monument signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

#### *Freestanding Monument Sign*



### 3. Freestanding Sign, Pylon

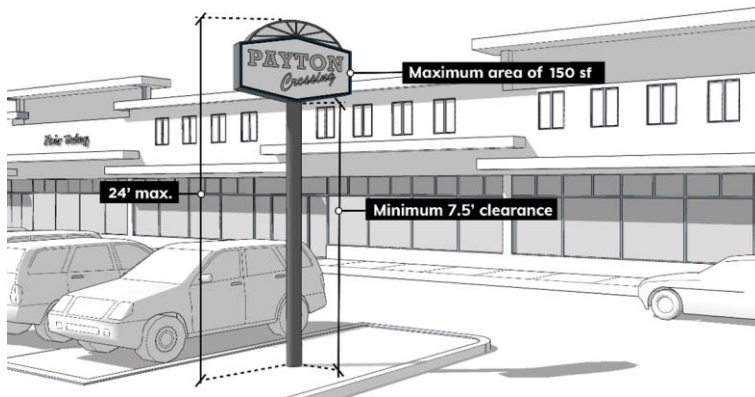
a. Freestanding pylon signs are permitted for nonresidential and mixed-use development in the nonresidential and SU Districts, with the exception of the NC and O-1 Districts.

b. Freestanding pylon signs are limited to 150 square feet in area and 24 feet in height, unless located immediately adjacent to or across a right-of-way from a residential district, in which case they are limited to 60 square feet in area and 16 feet in height.

**EDITOR'S NOTE:** This is the current standard for pedestal/pylon signs.

- c. Freestanding pylon signs shall maintain a minimum vertical clearance of 7.5 feet from the bottom of the sign face to the surface of the ground below.
- d. Freestanding pylon signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

*Freestanding Pylon Sign*



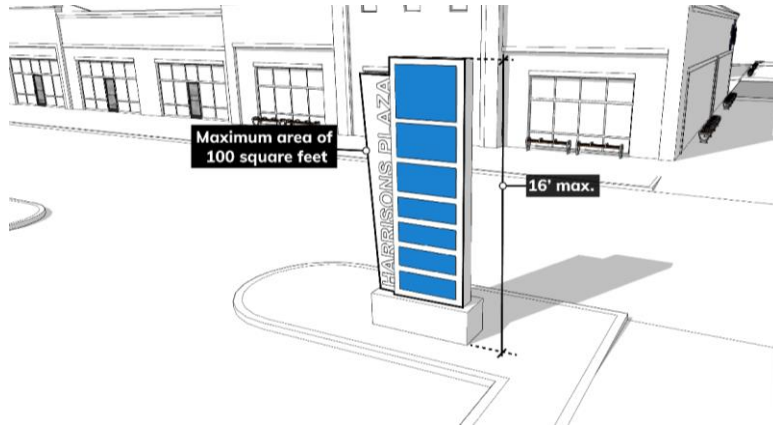
#### 4. Multi-Tenant Commercial Center Sign

**EDITOR'S NOTE:** This is a new sign type. The 100 square feet and 16 feet in height allowed by this sign type is more permissive than the current freestanding monument sign (70sf and 10' in height).

The following standards apply to multi-tenant commercial center signs. Multi-tenant commercial centers of five or more acres are also required to submit a unified sign plan per the standards of Section 156.09.

- a. Multi-tenant commercial center signs are permitted for multi-tenant commercial centers in any district. A multi-tenant commercial center is a commercial development under unified control consisting of three or more separate commercial establishments sharing a common building, or which are in separate buildings sharing a common access/entranceway or parking area. For the purposes of this regulation, a multi-tenant development comprising separate lots of record, including any out-lot parcels, is considered one lot.
- b. Multi-tenant commercial centers are permitted one sign per street upon which the commercial center has frontage of 100 feet or more. No street frontage may have more than one multi-tenant commercial center sign.
- c. Multi-tenant commercial center signs shall be constructed as freestanding monument signs.
- d. Multi-tenant commercial center signs are limited to 100 square feet in area and 16 feet in height.

*Multi-Tenant Commercial Center Sign*

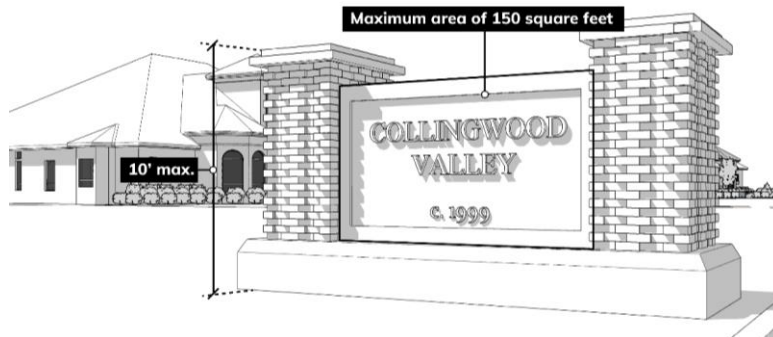


**5. Residential Subdivision Sign**

**EDITOR'S NOTE:** This is a new sign type. "Subdivision sign" is defined in the current code, but no specific standards are identified. "Attached/building/wall sign" and "freestanding monument sign" contain specific standards for subdivision entries, allowing for 32 square feet (attached/building/wall) and 40 square feet and 8 feet in height (freestanding monument). This sign type is more permissive, allowing for 150 square feet in area, and ten feet in height.

- a. Residential subdivision signs are permitted for residential subdivisions in all districts.
- b. One residential subdivision sign is permitted for each entry point into the subdivision development. A minimum separation of 200 feet is required between signs.
- c. Residential subdivision signs shall be constructed as freestanding monument signs, or mounted on/integrated into entry features such as decorative or retaining walls.
- d. Residential subdivision signs are limited to 150 square feet in area and ten feet in height.

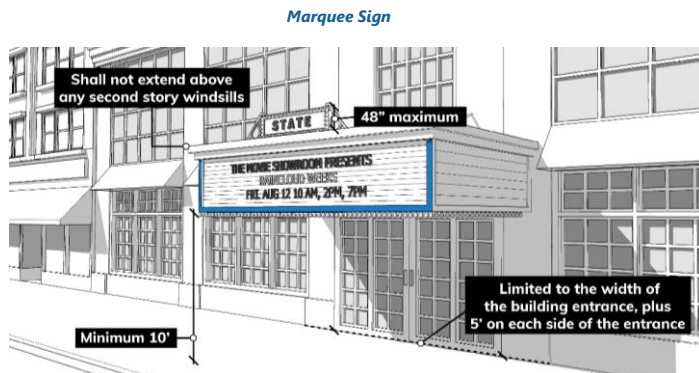
*Residential Subdivision Sign*



### G. Marquee Sign

**EDITOR'S NOTE:** This is a clearer, more permissive approach to marquee signs. Current standards are vague, indicating allowed sign area as "on perpendicular face of marquee," difficult to interpret and administer.

1. Marquee signs are permitted for nonresidential and mixed-use development in the C-1, C-2, O-1, M-1, and SU Districts.
2. Marquee signs shall be supported solely by the building to which they are attached. No exterior columns or posts are permitted as supports.
3. The roof of a marquee sign may not be used for any purpose other than to form and constitute a roof and shall be constructed of noncombustible material.
4. Water from the roof of a marquee may not drain, drip, or flow directly onto the surface of a public right-of-way. Sufficient downspouts, drains, and gutters shall be installed as part of each marquee to prevent water from the roof of the sign from flowing onto the surface of a public right-of-way.
5. Marquee signs shall be erected over a building entrance, and are limited to the width of the building entrance, plus an additional five feet on each side of the entrance doors.
6. A marquee sign shall maintain a minimum vertical clearance of ten feet from the surface above which it is mounted. The roof of a marquee sign shall not extend above any second-story windowsills, and shall not conceal or obscure any significant architectural features or ornamentation of the building to which it is mounted.
7. Marquee signs may encroach into a public right-of-way, but shall be located a minimum of two feet from any curb line.
8. Marquee signs are permitted lettering attached to and located above the roof of the sign to a maximum height of 48 inches.
9. Marquee signs are permitted an electronic message component, subject to the standards of Section 156.08.D for such signs. Marquee signs are also permitted a changeable message board as a component of the marquee structure. However, the marquee sign may include only one of these two components, not both.
10. Marquee signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.



### H. Right-of-Way Sign

**EDITOR'S NOTE:** This sign type has been added per discussion and review with the Sign Code working group.

Right-of-Way Signs are permitted as temporary signs, subject to the standards below.

**1. Right-of-Way Display Permit Required.**

It is unlawful for any person other than a City employee to place a sign in the public right-of-way without a valid Right-of-Way Display Permit. An individual may apply for either a Weekend Right-of-Way Display Permit or a 60-Day Right-of-Way Display Permit. An individual may only have one active Right-of-Way Display Permit at a time.

**a. Weekend Right-of-Way Display Period**

- i. Temporary signs may be posted on the weekends from Friday at 12:00 noon through Monday at 12:00 noon local time.
- ii. A maximum of 50 individual signs may be posted.
- iii. A Weekend Right-of-Way Display Permit is valid for all weekends during one calendar month.
- iv. No more than 12 Weekend Right-of-Way Display Permits may be issued to any person within a 12 month period.
- v. A person may apply for up to four consecutive calendar months in advance for a Weekend Right-of-Way Display Permit.

**b. 60-Day Display Period**

- i. Temporary signs may be posted in the right-of-way for up to 60 consecutive calendar days.
- ii. No more than three 60-Day Right-of-Way Display Permits may be issued to any person within a twelve month period
- iii. A maximum of 50 individual signs may be posted.

**2. Sign Standards.**

Temporary signs displayed in the public right-of-way in accordance with a validly issued Right-of-Way Display Permit pursuant to this Chapter shall conform with all of the following:

- a. Signs ~~may be a maximum of shall be less than~~ eight square feet in sign area and three feet in height.
- b. All signs shall be constructed of semi-durable materials, such as but not limited to corrugated plastic, vinyl, acrylic, or similar and must be anchored to the extent possible to prevent movement of the sign. Anchoring of the sign may not be permanent in nature and shall not damage the property upon which it is placed.
- c. Signs shall not be affixed to or leaned against any street light, utility pole, traffic signal, fence, or other similar structure in the right-of-way. Signs shall not be posted in medians, traffic circles, or roundabouts.
- d. Signs shall not encroach on or interfere with any ~~clear-sight triangle~~, vehicular access point, or pedestrian access point.
- e. Permitted signs left in the right-of-way more than 48 hours after expiration of an applicable permit may be removed by the City.
- f. Non-permitted signs or duly-permitted signs placed in the right-of-way which violate any of the requirements of this Chapter are subject to removal by the City at the expense of the responsible party.
- g. No sign may be placed in the clear-sight triangle area of any signalized or unsignalized intersection criteria is based on AASHTO's "A Policy on Geometric Design of Highways and Streets.

## 156.09 Unified Sign Plan

**EDITOR'S NOTE:** This is a revised process that consolidates the current processes for "Common Signage" and "Master Sign" plans. Applicability, requirements, and flexibilities have all been clarified, making it easier for users to understand what is required of them and for administrators to administer this requirement.

### A. General Applicability

1. A unified sign plan shall be used to coordinate all signs within developments of significant size, establishing criteria to govern the design and construction of signs for current and future tenants.
2. In any district, nonresidential and mixed-use development upon which more than one sign requiring a permit is proposed to be erected may elect or be required to submit a unified sign plan in accordance with the following:
  - a. Single-tenant and two-tenant nonresidential or mixed-use developments of any size, and multi-tenant ~~nonresidential and mixed-use developments~~ less than five acres in size may submit a unified sign plan at the option of the applicant.
  - b. Multi-tenant nonresidential and mixed-use developments, including multi-tenant commercial centers, are required to submit a unified sign plan if five acres or more in size.
3. Unified sign plans shall be submitted and approved in accordance with this section.

### B. Applicability to Existing Development

1. For development existing as of - date of adoption - that requires a unified sign plan under the regulations of this section, the property owner may optionally submit a unified sign plan for approval. Once such unified sign plan is approved per the process described in this section, it shall be kept on file with the Department of Development Services and all future signs shall comply with the approved unified sign plan. If a proposed sign is in compliance with the unified sign plan, the Director of Development Services or their designee will issue a sign permit.
2. If a development existing prior to - date of adoption - that requires a unified sign plan under the regulations of this section chooses to forego the submission of a unified sign plan, each future sign installed in the development shall comply with all standards of this Chapter.

### C. Unified Sign Plan Requirements

A unified sign plan shall provide details and specifications to establish a coordinated and consistent approach to all signs within a development. At a minimum, unified sign plans shall include the following:

1. A site plan for all lots within the development on which signs will be located, at a scale of not less than one inch to 100 feet and including the location of all buildings, parking lots, driveways and landscaped areas. The site plan shall accurately indicate the number, location, and orientation of all signs for which a permit is being sought, and the anticipated location of future signs requiring a permit.
2. A table or tables containing the following:
  - a. The number and description of all signs within the development for which a permit is being sought, as well as future signs requiring a permit.
  - b. Computation of the maximum total sign area and number of signs permitted on the development site by this code.
  - c. Computation of the total sign area and number of signs being proposed, including dimensions of individual signs, maximum area, and maximum height.

3. Specification of standards for consistency among signs within the development, including color scheme, lettering or graphic style, lighting, typical location of building-mounted signs, materials, and sign proportions.
4. For each sign included in the unified sign plan for which a permit is being sought, the following shall be required:
  - a. Sign elevation, including annotated dimensions and description of sign elements.
  - b. For building-mounted signs, elevations including the location of each sign on the building face.
  - c. Description of illumination proposed for each sign.

**D. Approval Procedure**

Unified sign plans shall be approved by the Planning and Zoning Board in accordance with the following:

1. The applicant shall submit a unified sign plan to the Director of Development Services or their designee, who will review the unified sign plan and provide comment to the applicant. The applicant may modify the plan or submit the plan to the Planning and Zoning Board through the City Development Department. If the unified sign plan has not been modified per the comments of the Director of Development Services or their designee, a report detailing the comments will be forwarded to the Planning and Zoning Board with the unified sign plan.
2. The Planning and Zoning Board will review the unified sign plan at a public meeting. The Board will approve, approve with conditions, or deny the unified sign plan.
3. If the unified sign plan is approved with conditions, the plan shall be revised to comply with such conditions and be submitted to the Director of Development Services or their designee, who will verify that the revised unified sign plan complies with all required conditions.
4. If the unified sign plan is denied by the Planning and Zoning Board, the applicant may choose to submit a new unified sign plan or appeal the decision to the Governing Body.
5. Approved unified sign plans will be kept on file with the Director of Development Services. Following approval, no permanent sign shall be erected, placed or maintained except in conformance with the unified sign plan. If a proposed sign is in compliance with the unified sign plan, the Director of Development Services or their designee will approve the application through the standard permit process.

**E. Amendments to Unified Sign Plans**

1. The Director of Development Services or their designee may approve minor modifications to an approved unified sign plan, including modifications to sign dimensions of 10% or less, and relocation of a sign or signs to respond to final site engineering or building construction issues such as topography, drainage, underground utilities, structural safety, or pedestrian and vehicular circulation, when such relocation is deemed to maintain general compliance with the approved unified sign plan.
2. Any modification not considered a minor modification requires resubmittal of a unified sign plan to be approved by the Planning and Zoning Board.

**F. Flexibility for Unique Properties, Buildings, and Sign Designs**

The unified sign plan may provide flexibility for properties that contain unique elements or requirements, such as those that may need more signage than is otherwise allowed (in size or in quantity), those that may require additional signage due to a unique orientation – such as adjacency to a major thoroughfare, or those that wish to include unique design elements such as signs with sculptural or placemaking features.

1. A unified sign plan may be approved by the Planning and Zoning Board with elements that exceed the permitted height, area, and/or number of signs specified in this Chapter with the recommendation of the Director of Development Services or their designee. Such recommendation shall be based on findings in accordance with the following:

- a. The development contains unique or unusual physical characteristics such as topography, proportion, size or relation to a public street that would limit or restrict normal sign visibility.
  - b. The development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest, or other distinguishing features that represent clear variation from conventional development.
  - c. The proposed signage incorporates special design features such as sculptural or placemaking elements, or logos, emblems, murals, or statuary that are integrated with the building architecture.
2. A recommendation to approve a unified sign plan with elements that exceed the standards of this Chapter shall be forwarded from the Director of Development Services or their designee to the Planning and Zoning Board with the unified sign plan per the requirements of Section 156.09.D.

#### 156.10 Nonconforming Signs

**EDITOR'S NOTE:** This section has been expanded and clarified.

- A.** A nonconforming permanent sign and sign structure may remain in use so long as it remains otherwise lawful and has not been damaged or destroyed to the extent of more than 50% of its value. A nonconforming permanent sign and sign structure that is damaged or destroyed to the extent of 50% or more of its value shall not be restored or repaired unless it conforms to all applicable regulations of this Code.
- B.** Sign value, for the purposes of item A above, is determined by comparing a repair cost estimate of the damaged sign with an estimate of the cost of a new, identical sign. Sign owners shall supply such estimates to the Director of Development Services or their designee.
- C.** Once a nonconforming sign and/or sign structure has been removed, it shall not be restored or repaired unless it conforms to all applicable regulations of this Code.
- D.** All temporary nonconforming signs shall be removed or brought into conformance within 60 days of the effective date of this Code.
- E.** The sign face of an existing nonconforming permanent sign may be replaced, but the structure shall not be altered to accommodate such change.

**EDITOR'S NOTE:** This is a new flexibility, not within the current code.

- F.** No nonconforming sign and sign structure may be relocated, in whole or in part, to any other location on the same or another lot, unless the entire sign and sign structure conforms to all regulations applicable to the lot where the sign is relocated.
- G.** No nonconforming sign shall be altered or enlarged in a way that increases the nonconformity of the sign or sign structure. This does not include normal maintenance and cleaning, or changing of the sign face.

**Sign Code Working Group Meeting Date Table:**

<b>Sign Code Working Group Meeting Date:</b>	<b>Agenda Topics Discussed:</b>
October 12, 2022	Overview of Ordinance and discussion of goals and how to proceed.
October 26, 2022	Staff presentation on issues with the current sign code.
November 9, 2022	Continuation of staff presentation, discussion of elements.
November 30, 2022	Begin line-by-line reading of draft sign code, discussion of elements.
December 7, 2022	Continuation of draft code reading. Section: Summary Table
December 21, 2022	Continuation of draft code reading. Sections: Sign Permit, Prohibited Signs
January 11, 2023	Discussion on temporary signs in the right-of-way.
January 25, 2023	Presentation on hypothetical business (permissive signage current vs. draft)
February 8, 2023	Continuation of hypothetical business comparison, temporary signs in the right-of-way.
March 8, 2023	Continuation of temporary signs in the right-of-way discussion, proposed language.
March 22, 2023	Continuation of draft code reading. Section: Sign Permit Required
April 12, 2023	Continuation of draft code reading. Section: Sign Permit Required, Unified Sign Plan.
April 26, 2023	Continuation of draft code reading. Sections: Nonconforming Signs, Prohibited Signs, Signs Exempt from Permit.
June 14, 2023	Discussion of June revision of the draft sign code.
June 28, 2023	Final group read-through. Edits made throughout document as necessary.

## **CHAPTER 156 SIGN REGULATIONS**

Section

General Provisions

- 156.01 Purposes; applicability; effect**
- 156.02 Definitions**
- 156.03 Exemptions**
- 156.04 Prohibited signs**
- 156.05 Nonconforming signs; time of compliance**
- 156.06 Violations**
- 156.07 Enforcement; remedies**
- 156.08 Appeals**

Specific Provisions And Requirements

- 156.20 Types of signs allowed on private property**
- 156.21 Signs in the public right-of-way**
- 156.22 Temporary signs**
- 156.23 Temporary signs in the public right-of-way**

Special Provisions

- 156.30 Common signage plan**
- 156.31 Master sign plans**
- 156.32 Special exceptions**
- 156.33 Off-premises advertising signs**
- 156.34 Limitations on electronic message signs**

## Permits Required; Procedure

**156.40 Permits required****156.41 General permit procedures****156.42 Measurement standards****156.43 Design, construction and maintenance**

Appendix A: Sign Districts

Appendix B: Signs by Type and Sign District

Appendix C: Definitions

**GENERAL PROVISIONS****156.01 PURPOSES; APPLICABILITY; EFFECT.**

(A) Signs constitute a separate and distinct use of the property upon which they are placed and affect the use of adjacent roads, streets, walkways, and other properties. The provisions of this chapter are made to establish reasonable and objective regulations for all signs that are visible to the public, in order to protect the general public health, safety, welfare, convenience and aesthetics. This chapter is intended to serve the public's need to be given helpful directions, and to be informed of available products, businesses, and services. All signs in the City of Rio Rancho shall be subject to this chapter except for those signs deemed exempt in Section 156.03.

(B) This chapter is adopted under the zoning authority of the city in furtherance of the more general purposes set forth in Chapter 154.

(C) All signs shall be installed and maintained in conformance with the standards, procedures, and other requirements of this chapter.

(1) Where there is conflict, the strictest interpretation shall apply unless otherwise determined by the Director.

(D) The effect of this chapter as more specifically set forth herein is:

- (1) To establish a permit system to allow a variety of types of signs in commercial and industrial areas of the city and a limited variety of signs in residential areas of the city, subject to the standards and the permit procedures of this chapter;
- (2) To allow certain signs that are unobtrusive and incidental to the primary use of the property on which they are located, subject to the requirements of this chapter;
- (3) To provide for temporary signs in limited circumstances in the public right-of-way;
- (4) To prohibit all signs not expressly permitted by this chapter; and
- (5) To provide for the enforcement of the provisions of this chapter.

(Ord. 11-14)

Cross-reference:

Adult business sign requirements, see § 111.06

Planning and Zoning, see Chapter 154

Subdivisions, see Chapter 155

## **156.02 DEFINITIONS.**

(A) For the purpose of this chapter, the definitions contained within Appendix C shall apply unless the context clearly indicates or requires a different meaning.

(B) Words and phrases not defined herein, but defined in Chapter 154, shall be given the meanings set forth in Section 154.03, Definitions. All words and phrases shall be given their common, ordinary meaning, unless the context clearly requires otherwise. Section headings or captions are for reference purposes only and shall not be used in the interpretation of this chapter.

(Ord. 11-14)

## **156.03 EXEMPTIONS.**

The following signs shall be exempt from regulation under this chapter:

- (A) Any public notice or warning required by a valid and applicable federal, state or local law, regulation or ordinance;
- (B) Any sign inside a building, not attached to a window or door, that is not legible from a distance of more than three feet beyond the property line of the lot or parcel on which the sign is located;
- (C) Works of art that do not include a commercial message, place name, or logo;
- (D) Holiday lights and decorations with no commercial message, except that the decorations may contain sponsor names that are uniform in design with no other advertising, logos or any other words or graphics that are unique to a sponsor; and
- (E) Traffic control signs on private property, such as "Stop," "Yield" and similar signs, the faces of which meet Department of Transportation standards and which contain no commercial message of any sort.

(Ord. 11-14)

## **156.04 PROHIBITED SIGNS.**

(A) The following signs are prohibited in all sign districts unless otherwise expressly permitted in this code:

- (1) Abandoned signs as defined in this code.
- (2) Animated signs; signs with visible moving, revolving or rotating parts, noise making, flashing or fluttering lights or other illuminating devices that have a changing brightness or intensity of color.
- (3) Billboards.
- (4) Signs that exceed two square feet in area on vehicles or trailers that are parked or located for the primary purpose of displaying the sign.
- (5) Signs with exposed incandescent, metal halide, or fluorescent light bulbs.

(6) Roof signs.

(7) All signs not expressly permitted under this chapter or exempt from regulation in accordance with the previous section are prohibited in the city.

(Ord. 11-14)

## **156.05 NONCONFORMING SIGNS; TIME OF COMPLIANCE.**

(A) Except as may be provided by the terms of this section, signs lawfully established before the effective date of new regulations may continue to be displayed without modifications to their dimensions, appearance or location, notwithstanding the effect of any more restrictive regulation. As used herein, "modification" shall not include alterations caused by ordinary maintenance and minor repairs.

(B) The following signs shall be subject to all of the regulations contained in this chapter:

- (1) Any nonconforming sign established without complying with the sign code in effect at the time the sign is established;
- (2) Any nonconforming sign that has been discontinued or abandoned for a period of at least 90 days, or which has been destroyed or damaged to an extent greater than 50% of its in-place replacement cost;
- (3) Any nonconforming sign that is a part of a remodel or expansion that requires such sign to be relocated;
- (4) Any temporary sign;
- (5) Any sign which is unsafe or which is a hazard to the public.

(Ord. 11-14)

## **156.06 VIOLATIONS.**

Any of the following shall be a violation of this chapter and shall be subject to the enforcement remedies and penalties provided by Chapter 150 and by state law:

(A) To install, create, erect, or maintain any sign in a way that is inconsistent with any plan or permit governing the sign or the lot on which the sign is located;

(B) To install, create, erect, or maintain any sign requiring a permit without a permit;

(C) To fail to remove any sign that is installed, created, erected or maintained in violation of this chapter, or for which the sign permit has lapsed; or

(D) To continue any violation. Each day of a continued violation of this chapter shall be considered a separate violation when applying the penalty portions of this chapter.

(Ord. 11-14)

## **156.07 ENFORCEMENT; REMEDIES.**

(A) Any violation or attempted violation of this chapter or of any condition or requirement adopted pursuant hereto may be restrained, corrected or abated, as the case may be, by injunction or other appropriate proceedings pursuant to state law or municipal ordinance. A violation of this chapter shall be considered a violation of Chapter 154. The remedies shall include the following:

(1) Issuing a stop-work order for all work on any signs on the same lot;

(2) Seeking an injunction or other order of restraint or abatement that requires the removal of the sign or the correction of the nonconformity;

(3) Imposing any penalties that can be imposed directly by the city under Chapter 150;

(4) Seeking in any court of competent jurisdiction, the imposition of any penalties that can be imposed by the court under Chapter 150; and

(5) In the case of a sign that poses an immediate danger to the public health or safety, taking measures as are available to the city under the applicable provisions of Chapter 150 and the building code for such circumstances.

(6) The enforcement process shall be as outlined in Chapter 150 except that signs posted in the right-of-way that are not in accordance with this chapter will be removed by the Enforcement Officer or by the Department of Police pursuant to a memorandum of agreement with the State of New Mexico Transportation Department.

(7) The city shall not be responsible for damages to confiscated signs.

(B) The city shall have other remedies as are and as may from time to time be provided for or allowed by state law or municipal ordinances for the violation of this chapter.

(Ord. 11-14; Am. Ord. 12-28)

## **156.08 APPEALS.**

An aggrieved party may appeal the final decision of the City Development Department as outlined in Title XV, Land Usage, Chapter 150, General Provisions, Article I, Administration and Enforcement, Section 150.08, Appeals.

(Ord. 11-14; Am. Ord. 18-28)

## **SPECIFIC PROVISIONS AND REQUIREMENTS**

### **156.20 TYPES OF SIGNS ALLOWED ON PRIVATE PROPERTY.**

(A) Signs shall be in accordance with Appendix B and all regulations set forth in this code.

(B) Primary signs are considered permanent and identify an establishment or premises while the establishment is operative or the premises are occupied. Primary signs require a sign permit. The following are the different types of primary signs:

(1) Wall signs.

- (2) Marquee.
- (3) Awning signs.
- (4) Projecting.
- (5) Hanging signs.
- (6) Freestanding signs (pedestal/pylon, monument).

(C) Secondary signs provide information that is secondary to identifying the major activities occurring on the premises. Secondary signs may be permanent or temporary. Secondary signs do not require a sign permit. The following are categories of permanent and temporary secondary signs:

- (1) Building/establishment identification wall signs.
- (2) Incidental signs.
- (3) Directional signs.
- (4) Window signs.
- (5) Public utility signs.
- (6) Signs required by law.

(D) Temporary secondary signs are used for a specific reason for a specific period. Temporary signs on private property do not require a sign permit if in accordance with Appendix B and all the regulations set forth herein. Temporary signs located in the public right-of-way may require a sign permit. The following are types of temporary signs:

- (1) Development/construction signs.
- (2) Real estate signs.

- (3) Banner signs.
- (4) Pennants, flags, streamers and other similar devices.
- (5) Open house directional signs.
- (6) Subdivision directional signs.
- (7) Inflatable displays.
- (8) Window signs.
- (9) Portable signs.

(E) The following are signs permitted by a public hearing process. Sign permits are required pursuant to approval of the applicable process.

- (1) Master sign plans.
- (2) Off-premises advertising signs.
- (3) Special exception signs.

(Ord. 11-14)

## **156.21 SIGNS IN THE PUBLIC RIGHT-OF-WAY.**

No signs shall be allowed in the public right-of-way, except for the following:

(A) *Permanent signs.* Permanent signs, including: public signs erected by or on behalf of a governmental body to post legal notices, governmental approved community signs (Adopt-A-Spot), governmental approved directional kiosk signs, signs to identify public property, convey public information and direct or regulate pedestrian and vehicular traffic; bus stop signs erected by a public transit company; and informational signs of a public utility regarding its poles, lines, pipes or facilities.

(B) *Temporary signs.* Temporary signs posted in accordance with Section 156.22.

(C) *Warning signs.* Emergency warning signs erected by a governmental agency, a public utility company or a contractor doing authorized or permitted work within the public right-of-way.

(D) *Other signs forfeited.*

(1) Any sign installed or placed on public property, except in conformance with the requirements of this section, shall be forfeited to the public and subject to confiscation.

(2) In addition to other remedies hereunder, the city shall have the right to recover from the owner or person placing a sign the full costs of removal and disposal of the sign.

(E) For the purpose of this chapter, right-of-way excludes State of New Mexico right-of-way (e.g., NMSR 528, US 550, and NMSR 448).

(Ord. 11-14)

## **156.22 TEMPORARY SIGNS.**

(A) Temporary signs are allowed only so long as they do not violate the intent of this chapter and the goals of the city's general plan.

(B) Temporary signs may be posted on property in all zones of the city, subject to the following requirements and those applicable provisions stated elsewhere in this chapter:

(1) A temporary sign may be posted only with the consent of the property owner or occupant.

(2) All temporary signs must be constructed and designed of materials durable enough to withstand the elements to which the sign is to be subjected. No temporary sign shall be illuminated or painted with light-reflecting paint.

(3) No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any temporary sign.

(4) No temporary sign shall be located in the clear sight triangle, obstruct or impair access to a public sidewalk, public or private street or driveway, traffic control sign, bus stop, fire hydrant, or any other type of street furniture, or otherwise create a hazard, including a tripping hazard.

(5) Signs in the right-of-way may not be located or posted on medians, trees, utility poles, or other utility structures located in the right-of-way.

(6) *Nuisances.* If any temporary sign becomes a nuisance as defined elsewhere in the code, such signs may be subject to removal, relocation, or other actions to eliminate the nuisance.

*(C) Temporary signs in residential zones (private property).*

(1) The total square footage for temporary signs posted on a lot in a residential sign district, in the aggregate, shall not exceed 32 square feet.

(2) No individual sign shall exceed eight square feet and six feet in height if freestanding.

(3) One development/construction sign not to exceed 32 square feet and six feet in height may be placed at the entrance of a subdivision or model home village until the subdivision is complete.

(4) *Repealed by Ord. 12-28.*

(5) No temporary sign in a residential zone shall advertise or promote any commercial enterprise not conducted on the same lot.

(6) See Appendix B for additional stipulations as to type, size and number of signs permitted.

*(D) Temporary signs in commercial zones (private property).*

(1) Temporary signs shall be located on the same lot the signs pertain to, not in the public right-of-way.

- (2) The total square footage for temporary signs posted on a lot in all commercial (nonresidential) sign districts, in the aggregate, shall not exceed 64 square feet.
- (3) Development located on a single parcel 20 or more acres in size may post signage that does not in the aggregate exceed 128 square feet.
- (4) No individual sign shall exceed 32 square feet.
- (5) A temporary sign shall not advertise or promote any commercial enterprise or event not conducted on the same lot except as otherwise stipulated herein.
- (6) See Appendix B for additional stipulations as to type, size, and number of signs permitted.

(Ord. 11-14; Am. Ord. 12-28; Am. Ord. 14-06)

## **156.23 TEMPORARY SIGNS IN THE PUBLIC RIGHT-OF-WAY.**

(A) The following types of temporary signs are allowed. A permit is required for subdivision directional, kiosk, political, and special event signs.

(1) *Subdivision directional signs.* Permits for temporary signs in the public right-of-way are allowed on a limited basis during periods of new construction activity which require the need for subdivision directional signs. Directional signs may only be used to direct traffic to subdivisions that are less than 90% completed. The purpose of such signs is to minimize confusion among prospective purchasers who wish to inspect development projects, while promoting traffic safety and reducing the visual blight of sign proliferation. This type of sign is allowed as follows:

(a) Signs, which do not exceed eight square feet, may be posted on the weekends from Friday at 12:00 noon through Monday at 12:00 noon.

(b) The maximum number of signs that may be posted with a permit is six signs per builder, per subdivision.

(c) A permit is valid for one calendar month; however, permits may be purchased in advance for a period not to exceed 12 months.

(d) The sign message on signs of this type is limited to the builder's name, subdivision identification, and an arrow.

(e) *Repealed by Ord. 12-28.*

(2) *Directional kiosk signs.* The purpose of a kiosk sign is to provide a uniform, coordinated method of offering developers and retail businesses a means of providing directional signs to their projects and businesses. City-owned directional kiosk signs in the public right-of-way may be erected at sites approved by and as per policies and procedures set forth by the City Manager.

(3) *Political signs.* Temporary political signs may be placed in the right-of-way as follows:

(a) The maximum number of signs allowed in the right-of-way for a city-wide candidate or ballot issue is 50; for a district candidate, 25.

(b) Political signs may not exceed eight square feet in size.

(c) Signs may be erected 90 days prior to the election for which they are intended and must be removed within seven days after the election.

(4) *Directional, noncommercial and single event signs.* The purpose of directional, noncommercial, or single event signs is to provide a method of providing the public with directions to events of a limited duration with changing locations. These signs include, but are not limited to, signs that provide direction to garage sales, open house events, special events, voting or polling locations (restricted to government agencies), and public community meetings such as neighborhood association meetings.

(a) These signs may be placed in the right-of-way no sooner than one week before the event and must be removed no later than 24 hours after the conclusion of the event, except for garage sale signs which may be placed in the right-of-way on Fridays and remain until Sunday after the conclusion of the garage sale.

(b) The maximum number of signs that may be posted is 10 per event.

(c) Due to the limited duration of these types of events, no permit is required for this type of sign.

(d) The maximum size allowed for this type of sign is eight square feet.

(Ord. 11-14; Am. Ord. 12-07; Am. Ord. 12-28)

## SPECIAL PROVISIONS

### 156.30 COMMON SIGNAGE PLAN.

(A) *Common signage plan.*

(1) Owners of two or more contiguous lots disregarding intervening streets may enter into a common signage plan for the purpose of allowing shared use of freestanding signage. Generally, participation in a common signage plan is permitted for businesses located a maximum of 600 feet from a major thoroughfare.

(2) The owners may file with the Director a common signage plan for all the lots included in the plan conforming to the provisions of this section, and if approved, a 25% increase in the square footage of the freestanding signs shall be allowed for each lot included in the plan.

(B) *Provisions of common signage plan.* The common signage plan shall contain all of the following information and shall specify standards for consistency among common signs on the lots affected by the plan with regard to color scheme, lettering or graphic style, and lighting and sign proportions.

(C) *Limit on number of freestanding signs under common signage plan.* The common signage plan shall limit the number of freestanding signs to a total of one for each street on which the lots included in the plan have frontage and shall provide for shared or common usage of the signs.

(D) *Other provisions.* The common signage plan may contain restrictions as the owners of the lots may reasonably determine.

(E) *Consent.* All owners shall sign the common signage plan or their authorized agents in such form as the Director shall require.

(F) *Procedures.* A common signage plan may be included in any development plan, site plan, planned unit development plan or other official plan required by the city for the proposed development and may be processed simultaneously with the other plan.

(G) *Amendment.* Filing a new common signage plan that conforms to all requirements of the chapter then in effect may amend a common signage plan.

(H) *Existing signs not conforming to common signage plan.* If any new or amended common signage plan is filed for a property on which existing signs are located, it shall include a schedule for bringing into conformance, within three years, all signs not conforming to the proposed amended plan or to the requirements of this chapter in effect on the date of submission.

(I) *Binding effect.*

(1) After approval of a common signage plan, no sign shall be erected, placed or maintained, except in conformance with the plan, and the plan may be enforced in the same way as any provision of this chapter.

(2) In case of any conflict between the provisions of a plan and any provision of this chapter, this chapter shall control.

(Ord. 11-14; Am. Ord. 12-28)

## **156.31 MASTER SIGN PLANS.**

(A) A master sign plan shall be used to establish criteria for and govern the construction of all signs associated with a use for which a master sign plan has been approved. A permit shall be required for individual signs following or in conjunction with the approval of a master sign plan. Signs constructed in violation of an approved master sign plan shall be considered in violation of this sign code.

(B) A master sign plan shall be required of an applicant for a new development in the following circumstances:

(1) Any portion, tenant or use of a nonresidential development seeking sign permit approval for any or all of a development, campus, shopping center or business park greater than five acres in size;

(C) *Submission requirements.* An application for master sign plan approval shall be submitted to the Department and shall include:

- (1) An accurate site plan of the entire lot(s) on which the use(s) will be located at a scale of not less than one inch to 100 feet;
- (2) Location of buildings, parking lots, driveways and landscaped areas on the lot;
- (3) A table or tables containing:
  - (a) Computation of the maximum total sign area;
  - (b) Maximum area for individual signs;
  - (c) Height and number of freestanding signs; and
  - (d) Statement of the maximum total sign area and maximum number of signs permitted on the site(s) by this sign code;
- (4) An accurate indication on the site plan of the location and orientation of each sign for which a permit is currently being requested, the anticipated location of future signs requiring a permit, and the location of all reasonably anticipated limited permit signs;
- (5) A description and illustration of the following shall be required:
  - (a) Sign elevations for all signs;
  - (b) Location of each sign on the building(s) with building elevations if necessary;
  - (c) All sign proportions; and
  - (d) Types of illumination.

(D) *Procedures.* The Planning and Zoning Board shall approve master sign plans.

(E) *Flexible criteria.* The master sign plan may be approved by the Planning and Zoning Board with elements that exceed the permitted height, area, and or number of signs specified in the sign code if the Director recommends that:

- (1) The development contains unique or unusual physical conditions such as topography, proportion, size or relation to a public street that would limit or restrict normal sign visibility;
- (2) The proposed or existing development exhibits unique characteristics of land use, architectural style, site location, physical scale, historical interest or other distinguishing features that represent clear variation from conventional development; or
- (3) The proposed signage incorporates special design features such as logos, emblems, murals or statuary that are integrated with building architecture.

(F) *Amendment.* A master sign plan may be amended by filing a new master sign plan to be approved by the Planning and Zoning Board.

(G) *Binding effect.* After approval, no permanent sign shall be erected, placed or maintained except in conformance with such plan and without obtaining a sign permit pursuant to this chapter and in conformance with the master sign plan. The Director or his designee is authorized to approve, through the standard permit process, sign applications in conformance with the approved master plan even though such applications may conflict with the terms of this sign code, but only to the extent that the application is in conformance with the master sign plan.

(H) A master sign plan shall be enforced in the same manner as any other provisions of this sign code.

(I) The master sign plan shall be included in the application for final approval of any master plan, planned unit development, office/business/industrial park development or building permit application for approvals. If the master sign plan has not been approved prior to the submission of such documents, it may be processed simultaneously.

(J) *Longevity.* An approved master sign plan shall have longevity of two years from the approval date to commence the first sign. If a sign associated with the master sign plan has not been approved within two years from the approval date, approval of a new master sign plan shall be required.

(Ord. 11-14; Am. Ord. 12-28)

## 156.32 SPECIAL EXCEPTIONS.

(A) An application for special exception may be applied for by submittal of an application to the Director or his or her designee, to be processed and submitted for review by the Planning and Zoning Board. A special exception may be requested to deviate from certain requirements herein specified for signage including but not limited to area, dimensions, height, location and any other sign characteristics.

(B) A special exception may be granted by the Planning and Zoning Board if the Board deems a special circumstance exists which warrants the signage requested. The following criteria shall be used in the review and approval of requests:

(1) A literal application of the code would not allow the property to be used at its highest and best use as zoned;

(2) The granting of the requested exception would not be materially detrimental to the property owners in the vicinity;

(3) Conditions exist which are unique to the property or type and size of development that would cause hardship under a literal interpretation of the sign code;

(4) The granting of the special exception is in the best interests of the public at large and would not be contrary to the general objectives of the sign code and adopted land use plans.

(C) The Planning and Zoning Board may attach any additional requirements necessary to maintain the intent and purpose of this chapter, in the interest of the public.

(D) An application for special exception shall be scheduled for review by the Planning and Zoning Board within 30 working days of receipt of the application and payment of the applicable fee.

(E) *Repealed by Ord. 21-04.*

(F) *Longevity.* An approved special exception shall have longevity of two years from the approval date to commence the first sign. If a sign associated with the master sign plan has not been approved within two years from the approval date, approval of a new master sign plan shall be required.

(Ord. 11-14; Am. Ord. 12-28; Am. Ord. 21-04)

## **156.33 OFF-PREMISES ADVERTISING SIGNS.**

(A) Off-premises advertising signs, digital and commercial directional kiosk signs are each considered a distinct land use and shall be approved via the conditional use permit process or administratively as set forth herein.

- (1) A conditional use permit is required for a digital off-premises sign and shall be valid for 10 years. A new application shall be required thereafter.
- (2) Criteria to deny approval of a conditional use permit may include but are not limited to the following:
  - (a) The conditional use permit for the sign is in conflict with the safety and general welfare of the city.
  - (b) The conditional use is not in conformance with the comprehensive plan or other approved master plans.
  - (c) A change in community conditions directly related to off-premises advertising.

(B) Off-premises digital advertising signs are permitted on nonresidential, private property and public property, excluding all right-of-way areas, within the area identified herein as the Off-Premises Advertising Overlay Zone (OAOZ). The overlay zone is as follows:

- (1) Within 75 feet of the east or west right-of-way lines of NM 528/Pat D'Arco Highway from the southern city limit to US HWY 550.
- (2) Within 75 feet of the south right-of-way line of US HWY 550 between NM 528/Pat D'Arco Highway and the alignment for the Northwest Loop Road.
- (3) Within 75 feet of the right-of-way lines of Paseo Del Volcan between Unser Boulevard to US HWY 550.
- (4) Within 75 feet north or south of the right-of-way lines of Southern Boulevard between NM 528/Pat D'Arco Highway and Unser Boulevard.

(5) Within 75 feet east or west of the right-of-way lines of Unser Boulevard from the southern city limit to Progress Boulevard.

(C) Off-premises digital signs permitted in this section shall be in accordance with the following criteria:

(1) Signs shall be in accordance with the following:

(a) A maximum of 11x22: 242 square feet.

(b) Twenty-four-foot maximum height.

(2) Both sides of a sign shall have copy. Embellishments and animation are prohibited.

(3) When within 100 feet of an elevated roadway, the height measured from the bottom of the sign may be a maximum of 10 feet above the elevated roadway.

(4) Electronic video display signs shall have an automated dimming feature (photocell) to adjust for lower light and night conditions.

(5) Signs shall be located in a nonvehicular area or within a landscape planter.

(6) A minimum separation of 10,560 feet is required between off-premises signs located on the same side of a street and a separation of 5,280 feet is required from another off-premises sign located on the opposite side of a street. A minimum separation of 300 feet (including rights-of-way) from single-family residential development shall be maintained. No off-premises advertising sign shall be located within 100 feet of an on-premises sign located on another parcel. The off-premises advertising company shall provide a survey stamped by a registered surveyor or engineer verifying the aforementioned distance separations.

(7) Off-premises advertising signs shall be maintained and shall be administratively reviewed on an annual basis to ensure sign maintenance.

(8) Failure to maintain signs shall result in a public hearing if applicable before the Planning and Zoning Board to determine the appropriateness of continuing the use.

(9) The support structure shall be skirted with a decorative base.

(D) Off-premises commercial directional kiosk signs are permitted in accordance with the following:

(1) Signs are in accordance with the policies and procedures to be set forth administratively by the City Manager.

(2) Generally, one sign per quadrant is permissible at intersections of streets classified as a collector or an arterial.

(3) Commercial kiosk signs will be subject to annual review and an annual renewal fee.

(Ord. 11-14; Am. Ord. 12-07; Am. Ord. 12-28)

### **156.34 LIMITATIONS ON ELECTRONIC MESSAGE SIGNS.**

Programmable electronic signs are prohibited within residential districts and permitted elsewhere in accordance with Appendix B and shall conform to the following:

(A) No sign shall display animated messages, including flashing, blinking, fading, rolling, shading, dissolving, or any other effect that gives the appearance of movement.

(B) No sign shall contain any audio message.

(C) No sign shall be displayed for a period of less than eight seconds.

(D) Transition from one message to the other shall appear instantaneous as perceived by the human eye.

(E) Each sign message shall be complete in itself and shall not continue on a subsequent sign message.

(F) Signs shall utilize automatic dimming technology to adjust the brightness of the sign relative to ambient light so that at no time shall a sign exceed a brightness level of three-tenths foot candles above ambient lights, as measured using a foot candle meter and in conformance with the following process:

(1) Light measurements shall be taken with the meter aimed directly at the sign message face, or at the area of the sign emitting the brightest light if that area is not the sign message face. Measurements shall be taken as follows:

**Table 5: Digital Sign Luminance**

<b>Sign Area</b>	<b>Distance of Measurement</b>
200 – 249 sq. ft.	150 feet
150 – 199 sq. ft.	136 feet
125 – 149 sq. ft.	118 feet
100 – 124 sq. ft.	107 feet
75 – 99 sq. ft.	96 feet
50 – 74 sq. ft.	83 feet
35 – 49 sq. ft.	67 feet
24 – 34 sq. ft.	56 feet
15 – 24 sq. ft.	47 feet
1 – 14 sq. ft.	36 feet

(G) An ambient light measurement shall be taken using a foot candle meter at some point between the period between 30 minutes past sunset and 30 minutes before sunrise with the sign turned off to a black screen. Immediately following the ambient light measurement, an operating sign light measurement shall be taken with the sign turned on to full white copy. The brightness of a sign conforms to the brightness requirements of this subsection if the differences between the ambient light measurement and the operating sign light measurement is three-tenths foot candles or less.

(H) All signs shall contain a default mechanism that will cause the sign to revert immediately to a black screen if the sign malfunctions.

(Ord. 11-14)

### **PERMITS REQUIRED; PROCEDURE**

## 156.40 PERMITS REQUIRED.

- (A) If a sign requiring a permit under the provisions of this chapter is to be placed, constructed, erected, or modified on a lot, the owner of the lot shall secure a sign permit prior to the construction, placement, erection or modification of a sign in accordance with the requirements of this chapter.
- (B) No signs shall be erected in the public right-of-way except in accordance with Sections 156.21 and 156.22.
- (C) No sign permit of any kind shall be issued for an existing or proposed sign unless the sign is consistent with the requirements of this chapter (including those protecting existing signs) in every respect and/or any other approvals in effect for the property such as a common signage plan, master plan, or master sign plan.
- (D) Placement of a sign in a public utility easement is subject to an approved encroachment agreement providing for the installation, maintenance, and removal of the sign.

(Ord. 11-14)

## 156.41 GENERAL PERMIT PROCEDURES.

The following procedures shall govern the application for, and issuance of, all sign permits under this chapter, and the submission and review of common signage plans and master sign plans:

- (A) *Applications.* All applications for sign permits of any kind and for approval of a common signage plan shall be submitted to the Director or his or her designee on an application form or in accordance with application specifications published by the Director.
- (B) *Fees.* A sign permit is not valid until such time that the applicable fees set forth by the city have been paid.
- (C) *Completeness.* Within five working days of receiving an application for a sign permit, the Director shall review it for completeness. If the Director finds that it is incomplete, the Director shall notify the applicant within five days of the specific ways in which the application is deficient, with appropriate references to the applicable sections of this chapter.

(D) *Action.* Within 10 working days of the submission of a complete application for a sign permit, the Director shall either:

- (1) Issue the sign permit, if the sign conforms in every respect with the requirements of this chapter and of the applicable common signage plan; or
- (2) Reject the sign permit if the sign fails in any way to conform to the requirements of this chapter. In case of a notice of rejection, the Director shall specify in the rejection the section or sections of the chapter or applicable plan with which the sign is inconsistent.

(E) *Action on common signage plan.* On any application for approval of a common signage plan, the Director shall take action on the applicable one of the following dates:

- (1) Fifteen working days after the submission of a complete application if the application is for signs for existing buildings; or
- (2) On the date of final action on any related application for building permit, site plan or development plan for signs involving new construction.
- (3) On or before the applicable date, the Director shall either:
  - (a) Approve the proposed plan if the sign as shown on the plan and the plan itself conform in every respect with the requirements of this chapter; or
  - (b) Reject the proposed plan if the sign as shown on the plan or the plan itself fails in any way to conform to the requirements of this chapter. In case of a rejection, the Director shall specify in the rejection the section or sections of the chapter with which the plan is inconsistent.

(F) *Action on master sign plans.* On any application for approval of a master sign plan, the Planning and Zoning Board shall review the request at a regularly scheduled meeting within 30 working days of receipt of a complete application. The Board shall either approve or disapprove the request.

(Ord. 11-14)

## 156.42 MEASUREMENT STANDARDS.

(A) For a wall sign that is framed, outlined, painted, or otherwise prepared and intended to provide a background for a sign display, the area and dimensions shall include the entire portion within such background or frame.

(B) For a wall sign comprised of individual letters, figures or elements on a wall or similar surface of the building or structure, the area and dimensions of the sign shall encompass a regular geometric shape (rectangle, circle, etc.) or a combination of regular geometric shapes, which form, or approximate, the perimeter of all elements in the display, the frame, and any applied background that is not part of the architecture of the building. When separate elements are organized to form a single sign, but are separated by open space, the sign area and dimensions shall be calculated by determining the geometric form, or combination of forms, which comprises all of the display areas, including the space between different elements. Minor appendages to a particular regular shape shall not be included in the total area of a sign.

(C) For a freestanding sign, the sign area shall include the frame, if any, but shall not include:

(1) A pole or other structural support unless such is intentionally illuminated or otherwise designed to constitute a display device, or a part of a display device.

(2) Architectural features that are either part of the building or freestanding structure and not an integral part of the sign, and which may consist of landscaping, building or structural forms complementing the site in general.

(D) *Computation of area of multi-faced signs.* The sign area for a sign with more than one face shall be computed by adding together the area of all sign faces visible from any one point. When two identical sign faces are placed back to back, so that both faces cannot be viewed from any point at the same time, and when the sign faces are part of the same sign structure and are not more than 42 inches apart, the sign area shall be computed by the measurement of one of the faces.

(E) *Computation of height.* The height of a sign shall be computed as the distance from the base of the sign at normal grade to the top of the highest attached component of the sign. Normal grade shall be construed to be the lower of:

(1) Existing grade prior to construction; or

(2) The newly established grade after construction, exclusive of any filling, boring, mounding, or excavating solely for locating the sign. In cases in which the normal grade cannot reasonably be determined, sign height shall be computed on the assumption that the elevation of the normal grade at the base of the sign is equal to the elevation of the nearest point of the crown of a public street or the grade of the land at the principal entrance to the principal structure on the lot, whichever is lower.

(F) *Determining building frontages and frontage lengths.*

(1) *Building unit.* The building unit is equivalent to the tenant space. The frontage of the tenant space on the first floor shall be the basis for determining the permissible sign area for wall signs.

(2) *Primary and secondary frontage.* The frontage of any building unit shall include the elevation(s) facing a public street, facing a primary parking area for the building or tenants, or containing the public entrance(s) to the building or building units.

(a) The primary frontage shall be considered the portion of any frontage containing the primary public entrance(s) to the building or building units.

(b) The secondary frontage shall include those frontages containing secondary public entrances to the building or building units, and all building walls facing a public street or frontage or primary parking area that are not designated as the primary building frontage by subsection (F)(2)(a) of this section.

(G) *Length of building frontage.*

(1) The length of any primary or secondary building frontage as defined herein shall be the sum of all lengths parallel, or nearly parallel, to such frontage, excluding any wall length determined by the Department as clearly unrelated to the frontage criteria.

(2) For buildings with two or more frontages, the length of the wall and allowable sign area shall be calculated separately for each such building frontage.

(3) The building frontage for a building unit shall be measured from the centerline of the party walls defining the building unit.

(Ord. 11-14)

## **156.43 DESIGN, CONSTRUCTION AND MAINTENANCE.**

All signs shall be designed, constructed and maintained in accordance with the following standards:

(A) *Maintenance.* Complete maintenance is required for all signs, whether or not in existence prior to adoption of the ordinance codified in this chapter. Maintenance shall include periodic cleaning, replacement of flickering, burned out or broken light bulbs or fixtures, repair or replacement of any faded, peeled, cracked, rusting, or otherwise damaged or broken parts of a sign, and any other activity necessary to restore the sign so that it continues to conform to the requirements and contents of the sign permit issued for its installation and provisions of this chapter.

(B) *Removal of unused sign support structures.* Removal is required of any vacant and/or unused sign support structures, angle irons, sign poles or other remnants of old signs, which are not currently in use, or proposed for reuse.

(C) *Removal of obsolete or abandoned signs.* Signs which conform to the provisions of this chapter but which reflect obsolete sign copy may remain in place provided the obsolete sign copy is left unlit and/or blank.

(D) *Removal of unsafe sign structures.* The Development Services Director shall have the authority to order the repair, maintenance or removal of any sign or sign structure that has become dilapidated or represents a hazard to safety, health, or public welfare. If such a condition is determined by the Director to exist, the Director or his/her designee shall give notice thereof to the property owner by certified mail. If the order is not complied with in a period not to exceed 30 days from service of notice, the Director may cause the sign to be removed or repaired, and the cost of such removal or repair to be charged against the sign owner and/or the property owner.

(E) The numerical address of the business/development shall be placed upon freestanding signage.

(F) Traditional freestanding signage shall be skirted or enclosed in a manner so that the width and depth of the pedestal skirting is appropriately scaled in relation to the width and the depth of the sign.

(G) No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any sign structure or sign panel.

(H) Illumination of signs may be direct or indirect; however, all lighting shall comply with the State of New Mexico Night Sky Protection Act or other applicable city regulations.

(Ord. 11-14)

## APPENDIX A SIGN DISTRICTS.

The various zoning districts within Chapter 154 have been grouped together and classified as sign districts. Sign districts therefore need not represent specific zoning districts and may represent unique geographical areas. The Director of Development Services is responsible for determining which the most applicable sign district for any lot is. More than one sign district may apply to a lot if the lot has more than one street frontage. In that case, the most restrictive district policy shall apply. On the tables in Appendix B in this chapter, the headings have the following meanings:

**RSF.** Residential, single-family. This sign district may include any single-family residential development areas: residential developments in the R-1, R-2, R-3 Townhome, R-4, R-5, A-R, E-1, MH and SU, special use for R-1 zoning districts.

**RMF.** Residential, multi-family. This sign district may include any multi-family residential development areas: residential developments in the R-3, R-6 and SU, special use for multi-family zoning districts.

**INS.** Institutions. This sign district applies to institutional uses permitted under Chapter 154 that are located in residential zoning districts. The uses may include, but are not necessarily limited to, churches, schools, funeral homes and cemeteries.

**NBD.** Neighborhood business district. This sign district is used for nonresidential developments that are immediately adjacent to or across the street from residential developments (such as nonresidential developments on Golf Course Road that are directly across from residential development).

**COM/IND.** Commercial/industrial business district. This sign district includes all nonresidential development typically found in the C-1, retail commercial; C-2, wholesale and warehousing commercial; SU, special use for commercial; O-1 and O-2, office districts; and the M-1 zoning district that does not front on a highway.

**HWY.** Highway commercial/industrial business district. This sign district includes all nonresidential developments found in the zoning districts listed in the commercial business or industrial districts except that the lots have frontage adjacent to or within 75 feet of a highway, e.g., NMSR 528.

(Ord. 11-14)

## APPENDIX B SIGNS BY TYPE AND SIGN DISTRICT.

SIGN TYPE	SINGLE-FAMILY RESIDENTIAL DISTRICT	MULTI-FAMILY RESIDENTIAL DISTRICT	INSTITUTIONAL DISTRICT	NEIGHBORHOOD DISTRICT	COMMERCIAL/ INDUS. DISTRICT
<b>PERMANENT SIGNS ON PRIVATE PROPERTY</b>					
<b>Arcade/ Hanging<sup>1</sup></b>	Not Allowed	Not Allowed	Not Allowed	• 1 sign: 12 SF per tenant space where a plaza exists	• 1 sign: 12 SF max. sign area per tenant space where a plaza exists
<b>Attached/ Building/ Wall</b>	<ul style="list-style-type: none"> <li>• 1 sign: 32 SF max. sign area per subdivision entry wall</li> <li>• 1 sign: 2 SF max. sign area if required by law per single premises</li> <li>• 1 sign: 8 SF max. sign area for noncommercial messages per single premises</li> </ul>	<ul style="list-style-type: none"> <li>• 1 sign: 32 SF max. sign area per subdivision entry wall</li> <li>• 1 sign: 2 SF max. sign area if required by law per single premises</li> <li>• 1 sign: 8 SF max. sign area for noncommercial messages per single premises</li> </ul>	• 20% of building unit frontage; 18 inches maximum projection	• 20% of building unit frontage; 18 inches max. projection	• 20% of building unit frontage; 18 inches max. projection
<b>Awning<sup>2</sup></b>	Not Allowed	• 20% of awning at leasing office building only	• 20% of awning for each tenant space or building	• 20% of awning for each tenant space or building	• 20% of awning for each tenant space or building

<b>SIGN TYPE</b>	<b>SINGLE-FAMILY RESIDENTIAL DISTRICT</b>	<b>MULTI-FAMILY RESIDENTIAL DISTRICT</b>	<b>INSTITUTIONAL DISTRICT</b>	<b>NEIGHBORHOOD DISTRICT</b>	<b>COMMERCIAL/ INDUS. DISTRICT</b>
<b>Building Identification<sup>3</sup></b>	• 1 sign per lot: 2 SF max. sign area	• 1 sign per building: 4 SF max. sign area	• 1 sign per building: 8 SF max. sign area	• 1 sign per building: 8 SF max. sign area	• 1 sign per building: 8 SF max. sign area
<b>Building Marker<sup>4</sup></b>	• 1 sign per lot: 1 SF	• 1 sign per building: 1 SF max. sign area	• 1 sign per building: 3 SF max. sign area	• 1 sign per building: 3 SF max. sign area	• 1 sign per building: 3 SF max. sign area
<b>Canopy</b>	Not Allowed	Not Allowed	Not Allowed	Not Allowed	• Sign area on perpendicular face of building
<b>Digital/EMS<sup>5</sup></b>	Not Allowed	Not Allowed	• 30 SF max. message area, 8 seconds minimum display • Maximum 1 EMS per development	• Maximum 30 SF message area, 8 seconds minimum display • Maximum 1 EMS per development	• Maximum 50 SF message area, 8 seconds minimum display • Maximum 1 EMS per development
<b>Digital Off-Premises Advertising Signs</b>	Not Allowed	Not Allowed	Not Allowed	Not Allowed	• Maximum 242 SF sign area (11' x 22'), 24 feet max. height • Distance per Section 156.33
<b>Incidental/ Directional/ Safety</b>	Permitted per Section 156.22	Permitted per Section 156.22	• No set number of signs: 4 SF max. sign area, 5 feet max. height	• No set number of signs: 4 SF max. sign area, 5 feet max. height	• No set number of signs: 4 SF max. sign area, 5 feet max. height
<b>Marquee</b>	Not Allowed	Not Allowed	Not Allowed	Not Allowed	• On perpendicular face of marquee
<b>Freestanding Monument<sup>6</sup></b>	• 1 sign per subdivision entry: 40 SF max. sign area, 8 feet max. height	• 1 sign per subdivision entry: 40 SF max. sign area, 8 feet max. height	• 1 sign per street frontage, 60 SF max. sign area, 10 feet max. height	• 1 sign per street frontage, 60 SF max. sign area, 10 feet max. height	• 1 sign per 200 linear feet of street frontage, 70 SF max. sign area, 10 feet max. height

<b>SIGN TYPE</b>	<b>SINGLE-FAMILY RESIDENTIAL DISTRICT</b>	<b>MULTI-FAMILY RESIDENTIAL DISTRICT</b>	<b>INSTITUTIONAL DISTRICT</b>	<b>NEIGHBORHOOD DISTRICT</b>	<b>COMMERCIAL/ INDUS. DISTRICT</b>
<b>Pedestal/ Pylon</b>	Not Allowed	Not Allowed	• 1 sign: 60 SF max. sign area, 16 feet max. height	• 1 sign: 60 SF max. sign area, 16 feet max. height	• 1 sign per 200 linear feet of street frontage, 150 SF max. sign area, 24 feet max. height
<b>Projecting<sup>7</sup></b>	Not Allowed	Not Allowed	Not Allowed	Not Allowed	• 1 sign per tenant space: 12 SF max. sign area with a max. projection of 3 feet
<b>Revolving</b>	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed
<b>Roof</b>	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed
<b>Window<sup>8</sup></b>	Not Allowed	Not Allowed	• Maximum of 25% of total window area	• Maximum of 25% of total window area	• Maximum of 25% of total window area
<b>Flags<sup>9</sup></b> Federal, State	Permitted	Permitted	Permitted	Permitted	Permitted
<b>TEMPORARY SIGNS IN THE PUBLIC RIGHT-OF-WAY</b> <b>Sections 156.21, 156.22 and 156.23 are applicable to these signs</b>					
<b>Right-of-Way<sup>10</sup></b> <b>Directional</b> Open House Garage Sale <sup>11</sup>	• 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale	• 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale	• 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale	• 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale	• 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale
<b>Special Event</b>	• 10 signs: 8 SF max. sign area per approved special event	• 10 signs: 8 SF max. sign area per approved special event	• 10 signs: 8 SF max. sign area per approved special event	• 10 signs: 8 SF max. sign area per approved special event	• 10 signs: 8 SF max. sign area per approved special event
<b>Subdivision Directional</b>	• 10 signs: 8 SF max. sign area per builder, per subdivision	• 10 signs: 8 SF max. sign area per builder, per subdivision	• 10 signs: 8 SF max. sign area per builder, per subdivision	• 10 signs: 8 SF max. sign area per builder, per subdivision	• 10 signs: 8 SF max. sign area per builder, per subdivision

<b>SIGN TYPE</b>	<b>SINGLE-FAMILY RESIDENTIAL DISTRICT</b>	<b>MULTI-FAMILY RESIDENTIAL DISTRICT</b>	<b>INSTITUTIONAL DISTRICT</b>	<b>NEIGHBORHOOD DISTRICT</b>	<b>COMMERCIAL/ INDUS. DISTRICT</b>
<b>Political</b>	• Permitted in the public right-of-way per Section 156.23	• Permitted in the public right-of-way per Section 156.23	• Permitted in the public right-of-way per Section 156.23	• Permitted in the public right-of-way per Section 156.23	• Permitted in the public right-of-way per Section 156.23
<b>TEMPORARY SIGNS ON PRIVATE PROPERTY</b> <b>Sections 156.20 and 156.22 are applicable to these signs</b>					
<b>Open House Real Estate Garage Sale Development/Const.</b>	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22
<b>Political Signs</b>	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22	• Permitted on private property per Section 156.22
<b>Commercial Vehicle Signs<sup>12</sup></b>	Not Allowed	Not Allowed	• Commercial vehicle signs must be on an operable vehicle currently registered and licensed to operate on public streets, and actively used in the daily function of the business to which such signs relate	• Commercial vehicle signs must be on an operable vehicle currently registered and licensed to operate on public streets, and actively used in the daily function of the business to which such signs relate	• Commercial vehicle signs must be on an operable vehicle currently registered and licensed to operate on public streets, and actively used in the daily function of the business to which such signs relate
<b>Mobile Billboards<sup>13</sup></b>	Not Allowed	Not Allowed	• Mobile billboards may not be parked, except for lunch from 12:00 p.m. to 1:00 p.m., on any property except where it may be legally parked for storage	• Mobile billboards may not be parked, except for lunch from 12:00 p.m. to 1:00 p.m., on any property except where it may be legally parked for storage	• Mobile billboards may not be parked, except for lunch from 12:00 p.m. to 1:00 p.m., on any property except where it may be legally parked for storage

<b>SIGN TYPE</b>	<b>SINGLE-FAMILY RESIDENTIAL DISTRICT</b>	<b>MULTI-FAMILY RESIDENTIAL DISTRICT</b>	<b>INSTITUTIONAL DISTRICT</b>	<b>NEIGHBORHOOD DISTRICT</b>	<b>COMMERCIAL/ INDUS. DISTRICT</b>
<b>A-Frame/ Portable</b>	Not Allowed	• 12 SF max. sign area per business, shall be located on lot in which the business is located	• 12 SF max. sign area per business, shall be located on lot in which the business is located	• 12 SF max. sign area per business, shall be located on lot in which the business is located	• 12 SF max. sign area per business, shall be located on lot in which the business is located
<b>Flags (Flex-Pole)</b> Model Home Subdivision Project	• 1 flag per model home lot • 4 flags per subdivision along the exterior boundary of the subdivision	• 3 flags per development below 5 acres, 6 flags per development above 5 acres	N/A	N/A	N/A
<b>Flags (Flex-Pole) on Nonresidential Lots</b>	N/A	N/A	• 12 SF max. sign area per business, shall be located on lot in which the business is located	• 12 SF max. sign area per business, shall be located on lot in which the business is located	• 12 SF max. sign area per business, shall be located on lot in which the business is located
<b>Balloons/Air Filled</b>	• Maximum 1 balloon 50 SF sign area, not to exceed a height of 100 feet provided placement is set back from the property line a minimum of 1 foot for every 1 foot of height	• Maximum 1 balloon 50 SF sign area, not to exceed a height of 100 feet provided placement is set back from the property line a minimum of 1 foot for every 1 foot of height	• Maximum 1 balloon 50 SF sign area, not to exceed a height of 100 feet provided placement is set back from the property line a minimum of 1 foot for every 1 foot of height	• Maximum 1 balloon 50 SF sign area, not to exceed a height of 100 feet provided placement is set back from the property line a minimum of 1 foot for every 1 foot of height	• Maximum 1 balloon 50 SF sign area not to exceed a height of 100 feet provided placement is set back from the property line a minimum of 1 foot for every 1 foot of height
<b>Pennants/Streamers</b>	Not Allowed	• 1 linear foot per linear foot of street frontage, 14 feet min. vertical clearance	• 1 linear foot per linear foot of street frontage, 14 feet min. clearance	• 1 linear foot per linear foot of street frontage, 14 feet min. clearance	• 1 linear foot per linear foot of street frontage, 14 feet min. clearance

SIGN TYPE	SINGLE-FAMILY RESIDENTIAL DISTRICT	MULTI-FAMILY RESIDENTIAL DISTRICT	INSTITUTIONAL DISTRICT	NEIGHBORHOOD DISTRICT	COMMERCIAL/ INDUS. DISTRICT
<b>Banners</b>	Not Allowed	• 1 banner: 60 SF max. sign area per lot per promotional event	• 1 banner: 60 SF max. sign area per lot per promotional event	• 1 banner: 60 SF max. sign area per lot per promotional event or 32 SF max. sign area per tenant space	• 1 banner: 60 SF max. sign area per lot per promotional event or 32 SF max. sign area per tenant space

<sup>1</sup> Arcade signs located within a plaza shall not count against wall signage and are permitted in addition to wall signage.

<sup>2</sup> Awning signs shall count against wall signage and are permitted in addition to wall signage.

<sup>3</sup> Shall not count against wall signage and are permitted in addition to wall signage.

<sup>4</sup> Shall not count against wall signage and are permitted in addition to wall signage.

<sup>5</sup> Digital signs shall be limited to freestanding signs and in accordance with Section 156.42. All existing digital signs shall come into compliance with this chapter as it pertains to animation and brightness within 90 days of the effective date of the ordinance codified in this chapter. Digital signs shall not be located within 40 feet of a residential zone.

<sup>6</sup> All freestanding signs except monument signs shall have a minimum of seven feet ground clearance.

<sup>7</sup> Projecting signs shall be counted towards wall signage and shall not project beyond a pedestrian walkway.

<sup>8</sup> Window signs shall not count against wall signage and are permitted in addition to wall signage.

<sup>9</sup> Must be installed in accordance with all applicable regulations including but not limited to building permits.

<sup>10</sup> Permitted in the right-of-way per Sections 156.21, 156.22, and 156.23.

<sup>11</sup> A maximum of six garage sales per year is permitted per individual or premises. Garage sale signs shall include an address.

<sup>12</sup> The primary purpose for which the vehicle is used is not for the stationary display of the sign.

<sup>13</sup> *MOBILE SIGN.* Any sign placed upon, applied to the surface of, or attached to a motorized vehicle or towed trailer that is driven on public streets primarily for the purpose of displaying the signage on them; signs commonly referred to as “mobile billboards.”

\* Changing the face on monument or wall sign does not require a permit or fee.

(Ord. 11-14; Am. Ord. 12-07; Am. Ord. 12-28; Am. Ord. 14-06)

## APPENDIX C DEFINITIONS.

**A-FRAME SIGN.** Any freestanding, temporary, and/or movable sign usually constructed of two separate wood or metal sign faces attached at the top.

**ABANDONED SIGN.** Any sign that describes, directs attention to, gives directions for locating any business or establishment no longer in operation, or advertises a product no longer being marketed or any sign structure lacking a sign face or sign copy for a period that exceeds 90 days.

**ANIMATED SIGN.** Any sign that uses movement or change of lighting to depict action or create a special effect or scene.

**ARCADE SIGN.** Any sign that is suspended (hanging) from, and located entirely under, a covered porch and/or covered walkway.

**ATTACHED SIGN.** Any sign that is fastened, attached, connected, or supported in whole or in part by a building.

**AWNING SIGN.** Any sign that is painted, stamped, perforated, stitched, or otherwise applied on an awning.

**BANNER.** Any sign of lightweight fabric or similar material that is not permanently mounted to a pole or a building by a permanent frame at one or more edges. National flags, state or municipal flags, or the official flag of any institutions or business shall not be considered **BANNERS**.

**BEACON.** Any light with one or more beams directed into the atmosphere or directed at one or more points not on the same lot as the light source; also, any light with one or more beams that rotate or move.

**BILLBOARD.** Any sign which directs attention to a business, activity, commodity, service, entertainment or communication that is not conducted, sold or offered at the premises on which the sign is located, or which does not pertain to the premises upon which the sign is located.

**BUILDING FACADE.** Any exterior wall of a building including windows, doors, and mansard, but not including a pitched roof.

**BUILDING IDENTIFICATION SIGN.** Any sign that serves to identify only the name, address, and lawful use of the premises upon which it is located and provides no other advertisements or product identification.

**BUILDING MARKER.** Any sign indicating the name of a building and date and incidental information about its construction, which sign is cut into a masonry surface or made of bronze or other permanent material.

**BUILDING SIGN.** Any sign attached to any part of a building as contrasted to a freestanding sign.

**CABINET SIGN.** Any sign that contains all the text and/or logo symbols within a single enclosed case.

**CANOPY SIGN.** A sign that is mounted, painted, or otherwise applied on or attached to the perpendicular face of a freestanding canopy or structural protective cover over an outdoor entry or doorway. **CANOPY SIGNS** are frequently supported by poles and extend over a sidewalk or entry. An awning or a marquee is not a **CANOPY SIGN**.

**CHANGEABLE COPY.** Any sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means, or manually through placement of letters or symbols on a panel mounted on or on a track system.

**CLEAR SIGHT TRIANGLE.** An area of unobstructed vision at street intersections between 30 inches and seven feet above the gutter line and is a triangular area at the street corner. Three points and the corresponding lines that connect those three points shall define the area of the **CLEAR SIGHT TRIANGLE** for any given street corner. Point A shall be the intersection of the two centerlines of the two intersecting rights-of-way (middle of the intersection in most cases). Points B and C shall be the appropriate distance along the centerline of each of the intersecting rights-of-way. Appropriate distance is determined by street classification as follows: local street, 75 feet; collector, 100 feet; and arterial street, 150 feet. When extraordinary conditions exist as determined by the Traffic Safety Advisory Committee, the City Engineer has the authority to determine the **CLEAR SIGHT TRIANGLE** area.

**COMMERCIAL DIRECTIONAL KIOSK SIGN.** A privately owned freestanding and multiple-sided structure located on nonresidential property that displays directional information pertaining to local businesses.

**COMMERCIAL MESSAGE.** Any sign wording, logo or other representation that, directly or indirectly, names, advertises or calls attention to a business, product, service or other commercial activity.

**COMMERCIAL VEHICLE.** A vehicle used for business purposes that is clearly identified as such by signs applied, placed or painted on the vehicle.

**COMMON SIGNAGE PLAN.** A plan set forth by two or more owners of contiguous parcels for installing signage for shared usage by the plan participants.

**DEVELOPMENT SIGN.** Any sign used to announce the name of a development being, or to be, constructed. A **DEVELOPMENT SIGN** also referred to as a construction sign may include on it all firms involved in the project who wish to advertise (to include licensing numbers where appropriate).

**DIRECTIONAL SIGN.** Any sign limited to directional messages such as “enter” or “exit.” Logos and business names are permitted as needed to complete the directional message.

**DIRECTOR.** The Director of Development Services or his or her designee.

**ELECTRONIC MESSAGE SIGN.** Any sign containing a display consisting of any array of light sources, panels, or disks that are electronically activated, designed to contain commercial copy that is static for at least eight seconds and contains no animation.

**EMBELLISHMENT.** Structural or decorative elements of a sign incorporating representations of significant architectural features of the associated building or development. Embellishment does not include letters, numerals, figures, emblems, logos, colored bands or other features conveying a commercial advertising message.

**FIXED BALLOON.** Any lighter-than-air or gas-filled inflatable object attached by a tether to a fixed place.

**FLAG.** Any fabric, banner or bunting containing distinctive colors, patterns or symbols, used as a symbol of a government, political subdivision or other entity.

**FLAG, DECORATIVE.** Any sheet of fabric, square, rectangular or triangular shape which is mounted on a pole, cable, or rope at one end, which may or may not contain text or graphics.

**FLEX-POLE SIGN.** A temporary sign that consists of a flag that includes an advertising message that is attached to a flexible pole that attracts attention by the flag and pole moving by the wind.

**FOOT CANDLE.** A measure of illumination on a surface that is one foot from a uniform source of light of one candle and equal to one lumen per square foot.

**FREESTANDING SIGN.** Any sign supported by structures or supports that are placed on, or anchored in, the ground and that are independent from any building or other structure. Types of **FREESTANDING SIGNS** include pole/pylon and monument.

**GARAGE SALE SIGN.** A sign used to announce a garage sale, also known as a yard sale, rummage sale and moving sale, for the sale of used personal goods. For the purposes of this chapter, this definition also pertains to community sales, which may involve several individuals at the same location.

**GOVERNMENT SIGN.** A sign erected and maintained pursuant to and in discharge of any government functions, or required by law, ordinance or other regulation, including legal notices, advertisements, traffic, identification, direction, and information signs on government property. Such signs are exempt from regulation.

**GRADE.** The height of the top of the curb, or if no curb exists, the height of the edge of the pavement in the lane of travel adjacent to the sign.

**HANGING SIGN.** Any sign that is suspended from, and located entirely under, a covered porch, covered walkway, or an awning.

**HOLIDAY DECORATIONS.** Signs or displays, including lighting, which are a nonpermanent installation celebrating national, state, and local holidays or holiday seasons.

**IDENTIFICATION SIGN.** Any sign of an identification or of an informational nature bearing no advertising.

**ILLUMINATED SIGN.** Any sign that is illuminated by electric lights or luminous tube located within the interior of the sign.

**ILLUMINATION, DIRECT.** Illumination which is arranged so the light is directed into the eyes of the viewer from the light source.

**ILLUMINATION, INDIRECT.** Illumination which is arranged so that the light is reflected from the sign to the eyes of the viewer.

**INCIDENTAL SIGN.** Any sign, generally informational, that has a purpose secondary to the use of the lot on which it is located, such as "no parking," "entrance," "loading only," "telephone" and other similar directives. No sign with a commercial message legible from a position off the lot on which the sign is located shall be considered an **INCIDENTAL SIGN**.

**KIOSK SIGN.** A freestanding and multiple-sided structure owned by the city and located in public rights-of-way that displays directional information.

**LOGO.** An emblem, letter, character, pictograph, trademark, or symbol used to represent any firm, organization, entity, or product.

**LOT.** A parcel of land, the boundaries of which have been established by a legal instrument of record, that is recognized and intended for the purposes of transfer of ownership, that is of sufficient size to meet minimum zoning requirements for area coverage and use, and that can provide yards and other open spaces as required by the zoning regulations.

**MARQUEE.** Any permanent horizontal roof-like structure projecting beyond a building or extending along and projecting beyond the wall of the building, generally designed and constructed to provide protection from the weather.

**MARQUEE SIGN.** Any sign attached to, in any manner, or made a part of the perpendicular face of a marquee. A **MARQUEE SIGN** is not a canopy or awning sign.

**MASTER SIGN PLAN.** A plan set forth for the purpose of unifying a variety of signs associated with a multi-tenant or multi-use building, complex of buildings, shopping center, business park, or planned unit developments which identifies the placement, construction, size, materials, colors, method of lighting and other related requirements for those signs that are subject to the plan.

**MOBILE SIGN.** Any sign placed upon, applied to the surface of, or attached to a motorized vehicle or towed trailer that is driven on public streets primarily for the purpose of displaying the signage on them; signs commonly referred to as “mobile billboards.”

**MODEL HOME SIGN.** Any sign which is located on a lot with an approved model home.

**MONUMENT SIGN.** A freestanding sign supported primarily by an internal structural framework or integrated into landscaping or other solid structural features other than support poles, pylons, or an attached building.

**MURAL.** Any picture or graphic illustration applied directly to a wall of a building that does not advertise or promote a particular business, service, or product. A **MURAL** is a sign only if it is related by language, logo, or pictorial depiction to the advertisement of any product or service or the identification of any business.

**NONCONFORMING SIGN.** A sign which was validly installed under laws or ordinances in effect at the time of its installation, but which is in conflict with the current provisions of this code.

**OFF-PREMISES SIGN.** Any sign which directs attention to a business, commodity, or service sold, offered, or existing elsewhere than upon the same lot where such sign is displayed.

**ON-PREMISES SIGN.** Any sign which directs attention to a business, commodity, or service sold, offered, or existing on the same lot where such sign is displayed.

**OPEN HOUSE SIGN.** A sign used to announce a house held open for sale/tour by potential buyers. This applies to new and existing homes.

**PARAPET WALL.** The vertical extension of a building exterior wall projecting above the roofline of the building.

**PENNANT.** Any lightweight plastic, fabric or other material, whether or not containing a message of any kind, suspended from a rope, wire or string, usually in series, designed to move in the wind.

**PERMANENT SIGN.** Any sign permanently affixed to the ground or wall.

**PERSON.** Any individual, association, company, corporation, firm, organization, or partnership, singular or plural, of any kind.

**PLATE LINE.** The point at which any part of the roof structure first touches or bears upon an external wall.

**POLITICAL SIGN.** A temporary sign intended to advance a political statement, cause, or candidate for office.

**PORTABLE SIGN.** Any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; signs converted to A- or T-frames; menu and sandwich board signs; balloons used as signs; umbrellas used for advertising; and signs attached to or painted on vehicles parked and visible from the public right-of-way, unless the vehicle is used in the normal day-to-day operations of the business (see definition of **COMMERCIAL VEHICLE**).

**PRINCIPAL BUILDING.** The building in which is conducted the principal use of the lot on which it is located. Lots with multiple principal uses may have multiple **PRINCIPAL BUILDINGS**, but accessory structures shall not be considered **PRINCIPAL**

## **BUILDINGS.**

**PROJECTING SIGN.** A sign attached to and projecting out from a building face or wall, generally at right angles to the building. Projecting signs include signs that are totally in the right-of-way, partially in the right-of-way, or fully on private property.

**PROMOTIONAL EVENT.** An event such as but not limited to a grand opening or year-end clearance sale, etc., that promotes a business or group of businesses.

**PYLON/POLE SIGN.** A freestanding sign that is affixed, attached, or erected on a pole that is not itself an integral part of or attached to a building or structure. There must be a minimum of eight feet from the bottom of the sign to the ground.

**REAL ESTATE SIGN.** Any temporary sign placed upon property for the purpose of advertising to the public the sale or lease of the property.

**RESIDENTIAL SIGN.** Any sign located on a lot zoned for residential uses that contains no commercial message except advertising for goods and services legally offered on the premises where the sign is located, if offering such service at such location conforms to all requirements of the zoning ordinance.

**REVOLVING SIGN.** A sign that revolves on, around, or about a structural support. A structural support includes, but is not limited to, a pole, building or other type of support.

**RIGHT-OF-WAY.** The public property adjacent to a roadway, excluding medians, which is under the jurisdiction of the City of Rio Rancho.

**ROOF SIGN.** Any sign erected and constructed wholly on and over the roof of a building, supported by the roof structure. **ROOF SIGNS** are prohibited in all districts. A sign attached to an exterior wall of a building but whose face extends above the roofline or plate line by less than 10% of the face of a sign shall not be considered a roof sign.

**SETBACK.** The distance from the property line to the nearest part of the applicable building, structure or sign, measured perpendicularly to the property line.

**SHOPPING CENTER.** A group of two or more retail or other commercial establishments, having any or all of the following characteristics:

- (1) The establishments are connected by a party wall, partitions, canopies, or similar features;
- (2) Some or all of the establishments are located in separate buildings which are designed as a single commercial group sharing common parking areas and vehicular ways and which are connected by walkways or other access ways;
- (3) The establishments are under the same management or association for enforcing reciprocal agreements controlling management or parking.

**SIGN.** Any device, fixture, placard or structure that uses any colors, form, graphic, illumination, symbol or writing to advertise, announce the purpose of, or identify the purpose of a person or entity, or to communicate information of any kind to the public.

**SIGN DISTRICT.** The classification of a geographical area assigned for calculating the signage allowed for a particular lot.

**STREET.** A strip of land or way subject to vehicular traffic (as well as pedestrian traffic) that provides direct or indirect access to property, including, but not limited to, alleys, avenues, boulevards, courts, drives, highways, lanes, places, roads, terraces, trails or other thoroughfares.

**STREET FRONTAGE.** The distance for which a lot line of a lot adjoins a public street, from one lot line intersecting the street to the furthest distant lot line intersecting the same street.

**SUBDIVISION DIRECTIONAL SIGN.** A temporary sign that is designed and erected for the purpose of directing the public to a recorded residential subdivision for the sale of homes or lots thereon. These signs may be placed on property other than property located within the subdivision.

**SUBDIVISION SIGN.** Any permanent sign placed on private property, in a private easement or on public property with an approved encroachment agreement, at the entrance of residential subdivisions for the purpose of identification of the subdivision.

**SUSPENDED SIGN.** Any sign that is suspended from the underside of a plane surface and is supported by the surface.

**TEMPORARY SIGN.** A sign that is intended for a temporary period of posting on public or private property; is typically constructed from semi-durable materials; and does not constitute a permanent structure.

**WALL SIGN.** Any sign attached parallel to a wall, painted on the wall surface, or erected and confined within the limits of an outside wall of any building or structure, which is supported by the wall or building, and which displays only one sign surface.

**WINDOW SIGN.** Any sign, pictures, symbol, or combination thereof, designed to communicate information about an activity, business, commodity, event, sale, or service, that is placed inside a window or upon the windowpanes or glass and is visible from the exterior of the window.

(Ord. 11-14; Am. Ord. 12-28)

ALBUQUERQUE PUBLISHING COMPANY

7777 Jefferson St. NE, Albuquerque, NM 87109

**Account Number**  
1010956

**Ad Order Number**  
0001578816

**Ad Proof/Order Confirmation**

CITY OF RIO RANCHO  
ATTN: ACCOUNTS PAYABLE  
3200 CIVIC CENTER CIR NE  
RIO RANCHO, NM 871444501 USA

**Ordered By** Sharon Bitah

**Customer Phone** 5058915005

**Joint Ad #**

**Customer Email** sbitah@rrnm.gov

**PO Number** 240051

**Ad Cost** \$134.68

**Sales Rep** wschult

**Tax Amount** \$10.27

**Order Taker** wschult

**Total Amount** \$144.95

To pay by Credit Card or ACH: Click on the link below or enter online through your browser.

**Amount Paid** \$0.00

<https://securepayment.link/abqjournal/>

**Amount Due** \$144.95

**Affidavits** 0

**Pick Up #**

**Product** Albuquerque Journal

**Placement** 0Legal Notices

**Ad Number** 0001578816-01

**Classification** 0Non-government

**Ad Type** 0 Legal Liner

**Sort Text** CITYOFRIORANCHOPUBLICHEARING  
NOTICETHEGOVERNINGBODYOFTH  
ECITYOFRIORANCHONMWILLCONSI  
DERTHEFOLLOWINGMATTERATITSR  
EGULARLYSCHEDULEDMEETI

**Ad Size** 1 X 136 li

**Color**

**Run Date**

09/27/2023  
09/27/2023  
09/27/2023

**WYSIWYG Content**



**CITY OF RIO RANCHO  
PUBLIC HEARING NOTICE**

The GOVERNING BODY of the CITY OF RIO RANCHO, NM, will consider the following matter at its regularly scheduled meeting on Thursday, October 12, 2023 at 6:00 pm:

**Text Amendment  
Case #23-105-00003**

The applicant, City of Rio Rancho, requests to amend City of Rio Rancho Code of Ordinances (R.O. 2003) Chapter 154 Planning and Zoning for the addition of Section 154.45 Off-Premises Advertising Signs. This is the first reading of the proposed text amendment.

**Text Amendment  
Case #22-105-00002**  
The applicant, City of Rio Rancho, requests a text amendment to repeal and replace City of Rio Rancho Code of Ordinances (R.O. 2003) Chapter 156 Sign Regulations. This is the first reading of the proposed text amendment.

**Zone Map Amendment  
Case #23-100-00006**

The applicant, Outer Rim Investments, Inc., requests a Zone Map Amendment from Unzoned to R-1: Single Family Residential for the property legally described as Unit 7, Block 18, Lots 128-129, and 132-134. The subject property is approximately 2.5 acres.

**Zone Map Amendment  
Case #23-100-00005**

The applicant, J Jacob Enterprises, Inc., is requesting approval of a Zone Map Amendment from SU/C-1 and O-1 to SU/R-6, for the subject property legally described as U13, Blk 68, Lots 5, 6, 7, and 8. The properties total 4 acres and are located on the north side of Idalia Rd, west of Broadmoor Blvd.

**Specific Area Plan  
Amendment  
Case #23-410-00005**

The applicant, J Jacob Enterprises, Inc. requests approval of an amendment to the Lomas Negras Specific Area Plan.

The meeting is scheduled in the Council Chambers at City Hall, 3200 Civic Center Cir NE, Rio Rancho, NM. The public is invited to attend in person or virtually at [www.rnm.gov](http://www.rnm.gov). Materials related to these items are available for viewing in the Development Services Department at City Hall.

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

Journal: September 27, 2023



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO. 22**

**ENACTMENT NO. 23-23**

**ORDINANCE REPEALING AND REPLACING CHAPTER 156, SIGN REGULATIONS;  
PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

**WHEREAS:** in order to create a more updated and usable sign code and to conform to provisions as outlined by Supreme Court Case *Reed vs. Gilbert*, The City of Rio Rancho has determined an update to Chapter 156 *Sign Regulations* is necessary; and

**WHEREAS:** City of Rio Rancho Code of Ordinances Title XV Land Use Chapter 156 *Sign Regulations* was repealed and replaced by Ordinance No. 13, Enactment No. 11-14, adopted by the Governing Body on August 10, 2011, and subsequently amended by Ordinance No. 28, Enactment No. 12-28, adopted by the Governing Body on September 26, 2012; and

**WHEREAS:** the City of Rio Rancho granted RFP Request 21-DS-110 for revisions to City of Rio Rancho Code of Ordinances Title XV Land Use Chapter 156 *Sign Regulations* on February 2, 2021 to Camiros, LTD; and

**WHEREAS:** the Development Services Department worked with Camiros, LTD to identify and conduct stakeholder interviews to determine the direction for updates to Chapter 156 *Sign Regulations*; and

**WHEREAS:** the Draft Sign Code was presented at the August 16, 2022 Governing Body Workshop and it was determined further revisions were needed; and

**WHEREAS:** a Sign Code Working Group consisting of members from the Governing Body, Planning and Zoning Board, The Rio Rancho Chamber of Commerce, and Development Services was established; and

**WHEREAS:** the Sign Code Working Group held regular meetings from October 12, 2022 to June 28, 2023 to address all proposed revisions, stakeholder feedback, and group input for the Draft Sign Code; and

**WHEREAS:** the Draft Sign Code document resulting from the Sign Code Working Group was presented during the August 15, 2023 Governing Body Workshop; and

**WHEREAS:** the Planning and Zoning Board of the City of Rio Rancho reviewed the proposed Draft Sign Code to repeal and replace Chapter 156 at their meeting held on September 26, 2023, and following public hearing recommended approval of the repeal and replacement of Chapter 156; and

**WHEREAS:** the Governing Body of the City of Rio Rancho reviewed the proposed Draft

1 Sign Code to repeal and replace Chapter 156 at their meeting held October  
2 26, 2023, and following public hearing and receipt of the Planning and  
3 Zoning report and recommendation, has determined that the repeal and  
4 replacement of Chapter 156 *Sign Regulations* conforms.

5  
6 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
7 **RIO RANCHO:**

8  
9 **Section 1.** Chapter 156: Sign Regulations shall be repealed and replaced in its entirety  
10 as follows:

- 11  
12 156.01 Title, Purpose, and Applicability  
13 156.02 Definitions and Rules of Measurement  
14 156.03 Summary Table of Allowed Signs  
15 156.04 General Standards  
16 156.05 Sign Permit  
17 156.06 Prohibited Signs  
18 156.07 Signs Exempt from Permit  
19 156.08 Sign Permit Required  
20 156.09 Unified Sign Plan  
21 156.10 Nonconforming Signs

22  
23 **156.01 Title, Purpose, and Applicability.**

24  
25 The purpose of this Chapter is to establish a comprehensive system of controls regarding  
26 the construction, installation, and maintenance of signs in the City of Rio Rancho. This  
27 regulations within this Chapter are intended to:

- 28  
29 (A) Promote and protect the health, safety, and welfare of the City by ensuring the  
30 compatibility of signs with surrounding structures and land uses.  
31  
32 (B) Preserve the natural beauty and scenic environment of Rio Rancho, while  
33 enhancing the City's business and economic climate through regulations that encourage  
34 the orderly and effective display of signs, and discourage sign clutter.  
35  
36 (C) Protect the public from hazardous conditions that may result from the  
37 indiscriminate use and placement of signs, structurally unsafe signs, signs that obscure  
38 the vision of pedestrians or motorists, and signs that compete or conflict with necessary  
39 traffic signals, government signs, and warning signs.

40  
41 **156.02 Definitions and Rules of Measurement.**

42  
43 (A) Definitions.

44  
45 **Attention-Getting Device.** Devices or ornamentations designed for the purpose of  
46 attracting attention. Attention-getting devices include sails, pennants, banners, temporary  
47 flex pole signs, balloon and inflatable signs, and similar. Flags of nations, states, and  
48 cities, or fraternal, religious, and civic organizations, or temporary holiday decorations are  
49 not attention-getting devices.  
50

1 **Awning.** A roof-like cover designed for protection from the weather or as a decorative  
2 embellishment, which projects from a wall or roof of a structure over a window, walkway,  
3 or door, with no supports that extend to the ground.  
4

5 **Drive-in Restaurant.** An eating establishment where customers park their vehicles in  
6 designated stalls and place orders through a speaker system, or directly with a restaurant  
7 employee. Food is delivered to the customer in the vehicle, and customers remain in their  
8 vehicle throughout the dining experience.  
9

10 **Flag.** Flags of any nation, state, municipality, or political subdivision, flags officially  
11 designated as a national, state, or local symbol, or flags of fraternal, religious, and civic  
12 organizations. Pennants and sails are not considered flags.  
13

14 **Flag, Commercial.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or similar pliable  
15 material attached to a freestanding flagpole or building-mounted flagpole.  
16

17 **Foot-candle.** A unit of measure of illuminance equal to one lumen of light spread over an  
18 area of one square foot.  
19

20 **Lumen.** A unit of light or illumination from a lamp or bulb, as defined by the International  
21 System of Units (SI). A typical 60-watt incandescent bulb or a 13-watt fluorescent bulb  
22 emits approximately 800 lumens. Light incident on a surface is measured in foot-candles  
23 (SI) using a commercial light meter.  
24

25 **Marquee.** A permanent roof-like structure constructed of permanent building materials  
26 that extends from the wall of a structure with no supports extending to the ground  
27 providing protection from the elements.  
28

29 **Multi-Tenant Commercial Center.** A multi-tenant commercial center is a commercial  
30 development under unified control consisting of three or more separate commercial  
31 establishments sharing a common building, or which are in separate buildings sharing a  
32 common access/entranceway or parking area.  
33

34 **Nit.** A unit of measurement used to quantify the brightness or luminance of a light source.  
35 One nit is equal to one candela per square meter.  
36

37 **Off-Premises Sign, Permanent.** A permanent sign directing attention to a specific  
38 business, product, service, entertainment event, activity, or other commercial activity that  
39 is not sold, produced, manufactured, furnished, or conducted at the property upon which  
40 the sign is located. Permanent off-premises signs are also called billboards (See Chapter  
41 154 of the City of Rio Rancho Municipal Code).  
42

43 **Off-Premises Sign, Temporary.** A temporary sign directing attention to a specific  
44 business, product, service, entertainment event, activity, or other commercial activity that  
45 is not sold, produced, manufactured, furnished, or conducted at the property upon which  
46 the sign is located. This includes any ground-mounted, building-mounted, or sign painted,  
47 pasted, or otherwise affixed to any tree, rock, fence, utility pole, hydrant, bridge, sidewalk,  
48 parkway, curb or street, bench, or trash receptacle that directs attention off-premises.  
49

50 **On-Premises Sign.** A sign directing attention to a business, product, service,

1 entertainment event, activity, or other commercial activity that is sold, produced,  
2 manufactured, furnished, or conducted at the property upon which the sign is located.

3  
4 **Right-of-Way.** The total area of land deeded, reserved by plat, or otherwise acquired by  
5 the city, primarily for the use of the public for the movement of people, goods, and  
6 vehicles. For the purpose of this chapter, city drainage or utility easements, and other  
7 city-owned easements, such as maintenance and service roads serving channels or  
8 arroyos, are also included.

9  
10 **Sign.** A lettered, numbered, symbolic, pictorial, or illuminated visual display designed to  
11 identify, announce, direct, or inform that is visible from a public right of way.

12  
13 **Sign Face.** The area of a sign that is designed and intended to display information,  
14 graphics, or messages. It represents the visible side or sides of the sign that are meant  
15 to be seen by pedestrians, motorists, or other viewers.

16  
17 **Sign, A-Frame.** A freestanding temporary, movable sign ordinarily in the shape of the  
18 letter "A" or some variation thereof. An A-Frame sign is displayed on the ground, not  
19 permanently fixed to the ground, and is usually two-sided, generally connected at the top  
20 and separated at the bottom.

21  
22 **Sign, Animated.** A sign that uses moving or changing lights to depict action, movement,  
23 or the optical illusion of movement of part of the sign structure, sign, or pictorial segment,  
24 or including the movement of any illumination or the flashing or varying of light intensity  
25 to create a special effect or scene. Animated signs do not include electronic message  
26 signs.

27  
28 **Sign, Arcade.** Any sign suspended from and located entirely under an arcade, covered  
29 porch, covered walkway, or similar architectural feature.

30  
31 **Sign, Awning.** An awning sign is a sign printed, painted, stamped, perforated, stitched,  
32 or otherwise displayed upon an awning.

33  
34 **Sign, Blade.** A sign attached to and projecting out from a building face or wall, generally  
35 at right angles to the building. Blade signs include signs that are totally in the right-of-way,  
36 partially in the right-of-way, or fully on private property.

37  
38 **Sign, Canopy.** A canopy sign is a sign printed, mounted, or installed upon a canopy. A  
39 canopy sign may be one of two types:

40  
41 (1) Canopy, Non-Structural. A roofed structure attached to a building, which is  
42 not integral to the structure, that is made of durable, weather-resistant material  
43 such as canvas, canvas-like material, nylon, or vinyl-coated fabric, placed to  
44 extend outward from the building and supported both by mountings on the  
45 structure wall and by supports that extend to the ground.

46  
47 (2) Canopy, Structural. A roofed structure constructed of permanent building  
48 materials, such as metal, brick, stone, wood or similar building materials, which is  
49 constructed as part of and attached to a building, and extends outward from the  
50 building, supported both by the structure and by supports that extend to the

1 ground.

2  
3 **Sign, Changeable Message.** A component of a sign, allowing for a message to be  
4 changed manually.

5  
6 **Sign, Drive-Through.** A sign constructed as a component of a drive-through facility.  
7

8 **Sign, Electronic Message.** A sign designed with a portion of the sign area using  
9 changing light emitting diodes (LEDs), fiber optics, light bulbs, or other illumination  
10 devices within the electronic display panel(s) to form a message or messages in text  
11 and/or images, where the sequence of messages and the rate of change is electronically  
12 programmed and can be modified by electronic processes. Time/temperature signs,  
13 Flashing signs and animated signs are not considered electronic message signs.  
14 Electronic message signs do not include electronic billboards, which are addressed as  
15 billboards in Chapter 154 of the City of Rio Rancho Municipal Code.  
16

17 **Sign, Flashing.** A sign with an intermittent or sequential flashing light source used  
18 primarily to attract attention. Flashing signs do not include electronic message signs.  
19

20 **Sign, Freestanding Pylon.** A sign that is placed on or supported by the ground,  
21 independent of the principal structure on the lot and affixed, attached, or erected on a  
22 pole or pylon.  
23

24 **Sign, Freestanding Monument.** A sign that is placed on or supported by the ground,  
25 independent of the principal structure on the lot, designed with a monument base that is  
26 an integral part of the sign structure.  
27

28 **Sign, Gateway.** A sign that is installed over a pedestrian entryway and supported by the  
29 ground, independent of the principal structure on the lot, designed as an entryway feature  
30 to the property.  
31

32 **Sign, Government.** A sign erected and maintained pursuant to and in discharge of any  
33 government function. A government sign does not include any required legal notice by  
34 municipal codes and ordinances; such legal notice is not controlled by the sign code.  
35

36 **Sign, Marquee.** A sign that is displayed upon or attached to a marquee. Where designed  
37 as a changeable message sign, the changeable message portion may be manually  
38 changed or electronically changed when permitted by this Code.  
39

40 **Sign, Moving.** A sign where the entire sign structure or a portion of which rotates, moves,  
41 elevates, or in any way alters position or geometry. A tri-vision sign where triangular  
42 prisms rotate inside a frame to show a new message and/or information are considered  
43 moving signs. Moving signs do not include clocks or barber poles.  
44

45 **Sign, Multi-Tenant Commercial Center.** A freestanding monument sign installed in  
46 conjunction with a multi-tenant commercial center.  
47

48 **Sign, Nonconforming.** A sign which was in conformity with the applicable regulations  
49 when created but which would now be prohibited or does not conform to one or more of  
50 the regulations in the sign code or future amendments thereto.

1  
2 **Sign, Portable.** A sign whose principal supporting structure is intended, by design and  
3 construction, to rest upon the ground for support and may be easily moved or relocated  
4 for reuse. Portable signs include, but are not limited to, signs mounted upon a trailer,  
5 wheeled carrier, or other non-motorized mobile structure, with wheels or with wheels  
6 removed. Portable signs do not include A-frame signs.

7  
8 **Sign, Residential Subdivision.** A freestanding monument sign installed at the entrance  
9 of a residential subdivision. A Residential Subdivision Sign may also be mounted on or  
10 integrated into an entry feature, such as a wall.

11  
12 **Sign, Right-of-way.** A temporary sign installed in the public right-of-way in accordance  
13 with an approved right-of-way display permit. Right-of-way signs shall not be considered  
14 temporary off-premises signs.

15  
16 **Sign, Roof.** Any sign erected and constructed wholly on and over the roof of a building,  
17 supported by the roof structure. A sign attached to an exterior wall of a building but whose  
18 face extends above the roofline or plate line by less than 10% of the face of a sign shall  
19 not be considered a roof sign.

20  
21 **Sign, Temporary.** Any sign which is erected for a limited time and/or special purpose,  
22 typically constructed from semi-durable materials and not constituting a permanent  
23 structure.

24  
25 **Sign, Vehicle.** Signs placed, mounted, installed, or painted on a vehicle for the primary  
26 purpose of attracting  
27 attention to an occupant's presence within a building at which the vehicle is being parked.

28  
29 **Sign, Wall – Standard.** A sign that is attached directly to an exterior wall of a building or  
30 dependent upon a building for support and projects 18 inches or less from the wall of a  
31 structure with the exposed face of the sign in a plane substantially parallel to the face of  
32 the wall. Window signs are not considered wall signs.

33  
34 **Sign, Wall – Painted.** A sign that is painted, applied, or affixed directly on the exterior  
35 wall of a building or structure. A painted wall sign is not limited to only the application of  
36 paint, but includes other methods of application and/or material including but not limited  
37 to tile, screen printing, vinyl application, and paste-ups.

38  
39 **Sign, Wall – Projected.** A sign created by an optical device that projects an image directly  
40 onto the exterior wall of a building or structure by light or other technological means.

41  
42 **Sign, Window.** A sign that is attached to, placed upon, or printed on the interior or exterior  
43 of a window or door of a building, or displayed on the interior within two feet of a window  
44 intended for viewing from the exterior of such a building. A window sign may be either  
45 permanent or temporary. Shadowbox design within display windows, where the window  
46 display is designed with a background enclosure that blocks views into the establishment,  
47 is considered a window sign and the entire area of the shadowbox is subject to the  
48 maximum sign area limitation.

49  
50 **Sign, Wrap.** A sign consisting of fabric, plastic, vinyl, mesh, mylar or a similar pliable

1 material attached to a building or structure under construction, renovation, or  
2 maintenance and used to screen such construction, renovation, or maintenance activity  
3

4 **Sign, Yard.** A sign placed within a street-facing yard intended to be viewed by the public.  
5

6 **Strobe light.** An electronic lighting device designed to emit intense, rapid flashes of light  
7 in a systematic and repetitive manner, typically at frequencies ranging from a few to  
8 several dozen flashes per second, with each flash lasting for a brief duration.  
9

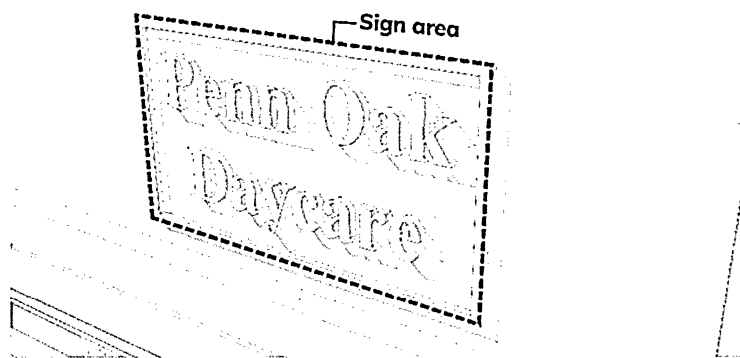
10 **Unified Sign Plan.** A Unified Sign Plan addresses signage on a site to establish a  
11 coordinated and consistent approach to all signs within developments of significant size.  
12 Unified Sign Plans also allow for modification of the regulations of this Code such as  
13 permitted height, area, location and number of signs to respond to unique site conditions  
14 such as topography, size, or relation to a public street that would limit or restrict normal  
15 sign visibility.  
16

17 (B) Rules of Measurement.

18 (1) Sign Area.

19 (a) The sign area of each sign is the total exposed surface devoted to  
20 the sign's message, including all ornamentation, embellishment, symbols,  
21 logos, letters, characters, other figures, or frames, whether structural or  
22 decorative. The calculation of sign area does not include any supports or  
23 bracing. For channel letters or freestanding logos/symbols, the sign area  
24 is calculated as the customary, applicable mathematical formula for the  
25 total area of each square, circle, ellipse, rectangle, or triangle, or  
26 combination thereof, that encompasses each word, logo, image,  
27 background, and/or display.  
28  
29  
30

31 *Sign Area*



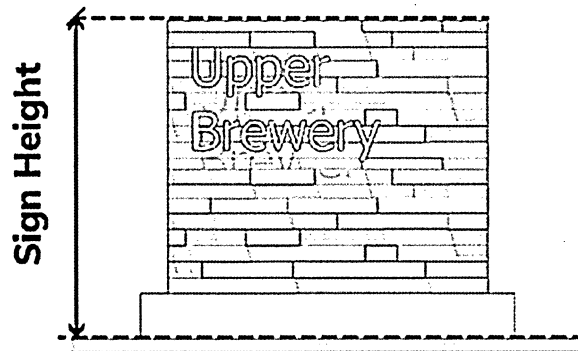
33 (b) Window area, for the purpose of calculating maximum area of  
34 window signs, is calculated as a continuous surface until divided by an  
35 architectural or structural element. Mullions are not considered an element  
36 that divides window area. Total window area is calculated as length times  
37 width of the window area. Only the individual letters or logos of the window  
38 sign shall be used in the calculation of surface area. The transparent film  
39 around the perimeter of the individual letters or logos composing the  
40  
41

1 window sign and used to affix the window sign to the interior or exterior of  
2 a windowpane or glass door shall be exempt from the area calculations,  
3 provided that such portion of the film maintains 100% transparency.  
4

5 (2) Sign Height.

6  
7 For ground signs, sign height is measured as the vertical distance measured  
8 from the normal grade at the base of the sign to the highest point of the sign,  
9 including any decorative elements. Normal grade shall be construed to be the  
10 existing grade prior to construction or the newly established grade after  
11 construction, exclusive of any fill, berm, mound, or excavation solely for the  
12 purpose of locating the sign, whichever is lower. Where a sign is installed on a  
13 slope, height shall be measured from the average grade at the base of the sign,  
14 determined by measuring the grade at the center of each side of the sign  
15 structure and calculating the average.  
16

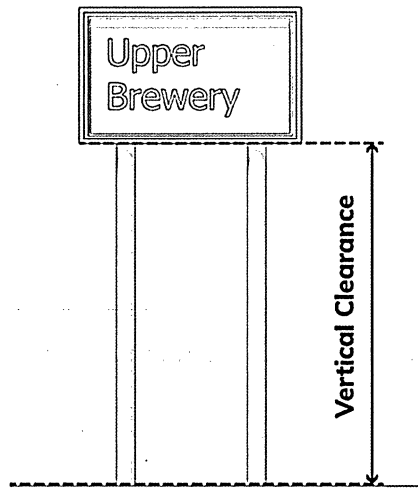
17 *Sign Height*



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20  
21 (3) Vertical Clearance.

22  
23 Vertical clearance is measured as the vertical distance measured from the  
24 ground directly below the sign to the lowest point of the sign.  
25

26 *Vertical Clearance*

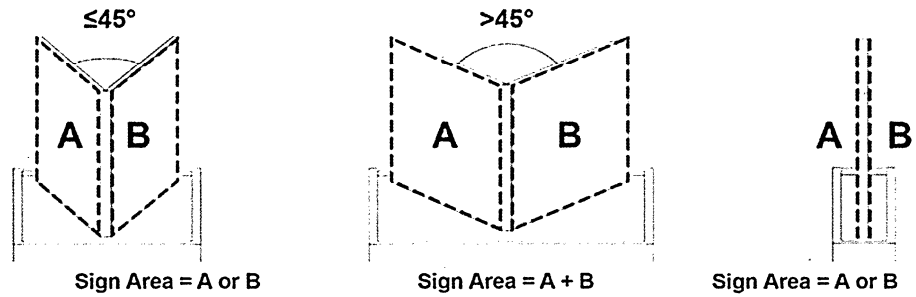


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(4) Number of Sign Faces.

If the interior angle between two sign faces is 45° (degrees) or less, the sign area is calculated as the area of one face only. If the interior angle between two sign faces is greater than 45° (degrees), the sign area is calculated as the sum of the two faces.

*Calculation of Sign Faces*

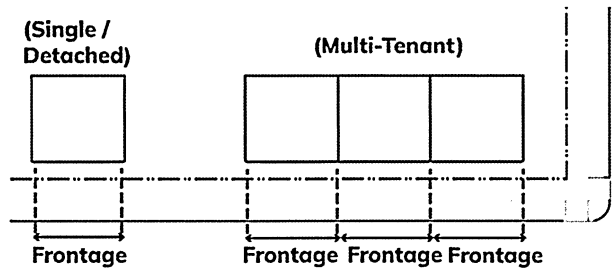


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(5) Frontage Length.

Frontage length is measured as the linear distance between the surfaces of the outermost parallel walls of a principal structure. Where frontage length is calculated on a tenant basis, it is measured from the centerline of any party wall defining the tenant unit to the centerline of another party wall or the surface of an exterior wall.

*Calculation of Frontage Length*

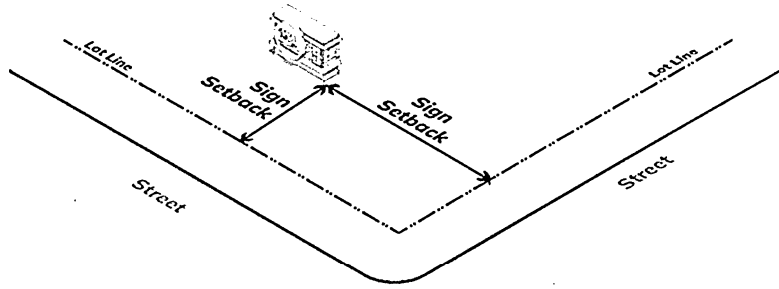


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32

(6) Sign Setback.

Sign setback is measured perpendicularly from the applicable property line to the closest point of the sign or sign structure.

*Calculation of Sign Setback*



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**156.03 Summary Table of Allowed Signs.**

Table 156-01, Summary Table of Allowed Signs, catalogs the types of permitted signs, both permanent and temporary, and indicates whether such sign requires a sign permit. This table is provided for reference purposes only. In the case of any conflict with the regulations of this Chapter and this ordinance, the specific sign regulations control over this table. Permanent Off-Premises Signs, also called Billboards, are not included in this table and are regulated by Chapter 154 of the City of Rio Rancho Municipal Code.

<b>Table 156-01: Summary Table of Allowed Signs</b>			
<b>Sign Type (Section Reference)</b>	<b>No Permit Required</b>	<b>Permit Required</b>	<b>Permissions</b>
<b>A-Frame Sign</b> (156.07.A)	☑		Nonresidential and mixed-use development in nonresidential, SU, and H-1 districts
<b>Arcade Sign</b> (156.08.B.2)		☑	Nonresidential and mixed-use development in all districts
<b>Attention-Getting Device</b> (156.08.A)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Awning Sign</b> (156.08.B.3)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Blade Sign</b> (156.08.B.4)		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Canopy Sign - Non-Structural</b> (156.08.B.5.a)		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Canopy Sign – Structural</b> (156.08.B.5.b)		☑	<u>Attached</u> : Multi-family dwellings, nonresidential development, and mixed-use development in all districts

**Table 156-01: Summary Table of Allowed Signs**

<b>Sign Type (Section Reference)</b>	<b>No Permit Required</b>	<b>Permit Required</b>	<b>Permissions</b>
			<u>Freestanding</u> : Gasoline service stations, drive-through window restaurants, and drive-through facilities in all districts
<b>Drive-Through Sign (156.08.C)</b>		☑	Drive-through window restaurants and drive-through facilities in all districts
<b>Electronic Message Sign (156.08.D)</b>		☑	Nonresidential and mixed-use development in the nonresidential and SU districts  For the following uses in all districts: cultural facilities, educational facilities, parks, places of worship, or similar uses  Gasoline service stations in any district, to display copy that is required to be displayed by law
<b>Flag (156.07.G)</b>	☑		All districts
<b>Freestanding Sign, Monument (156.08.F.2)</b>		☑	Multi-family dwellings, nonresidential development, and mixed-use development in all districts
<b>Freestanding Sign, Pylon (156.08.F.3)</b>		☑	Nonresidential and mixed-use development in the nonresidential and SU Districts, with the exception of the NC and O-1 Districts
<b>Gateway Sign (156.08.E)</b>		☑	Nonresidential and mixed-use development in the nonresidential, SU, and H-1 districts
<b>Government Sign (156.07.F)</b>	☑		All districts
<b>Marquee Sign (156.08.G)</b>		☑	Nonresidential and mixed-use development in the C-1, C-2, O-1, M-1, and SU districts
<b>Multi-Tenant Commercial Center Sign (156.08.F.4)</b>		☑	Multi-tenant commercial centers in all districts
<b>Residential Subdivision Sign (156.08.F.5)</b>		☑	Residential subdivisions in all districts

**Table 156-01: Summary Table of Allowed Signs**

<b>Sign Type (Section Reference)</b>	<b>No Permit Required</b>	<b>Permit Required</b>	<b>Permissions</b>
<b>Right-of-Way Sign</b> (156.08.H)		☑	Within the public right-of-way, subject to standards
<b>Sign for Cultural or Historical Site</b> (156.07.D)	☑		Sites or buildings with cultural or historical significance in all districts
<b>Sign for Multiple Tenant Building Entry</b> (156.07.H)	☑		Multi-family dwellings, nonresidential development, and mixed-use development with multiple tenants in all districts
<b>Sign for Nonresidential or Mixed-Use Construction Activity</b> (156.07.C)	☑		Sites where active nonresidential or mixed-use construction is taking place in all districts
<b>Sign for On-Site Repair, Renovation, or Improvement</b> (156.07.I)	☑		Sites where on-site repair, renovation, or improvements are taking place in all districts
<b>Sign for Parking Lot or Structure Circulation Point</b> (156.07.J)	☑		Parking lots and structures in all districts
<b>Sign for Real Estate Activity</b> (156.07.K)	☑		Sites where a structure or lot is offered for sale, lease, or rent in all districts
<b>Sign for Residential Construction Activity</b> (156.07.B)	☑		Sites where active residential construction is taking place in all districts
<b>Sign on Gas Pump Island</b> (156.07.E)	☑		Gasoline service stations in all districts
<b>Wall Sign, Painted</b> (156.08.B.7)		☑	Nonresidential and mixed-use development in all districts
<b>Wall Sign, Projected</b> (156.08.B.8)		☑	Nonresidential and mixed-use development in the nonresidential and SU districts
<b>Wall Sign, Standard</b> (156.08.B.6)		☑	Nonresidential and mixed-use development in all districts
<b>Window Sign</b> (156.07.L)	☑		Nonresidential and mixed-use development in all districts

Table 156-01: Summary Table of Allowed Signs			
Sign Type (Section Reference)	No Permit Required	Permit Required	Permissions
Yard Sign (156.07.M)	☑		All residential districts

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**156.04 General Standards.**

All signs constructed, erected, modified, or altered shall comply with the following standards.

**(A) Exceptions.**

All signs constructed, erected, modified, or altered shall comply with the standards of this Chapter, whether such signs do or do not require a sign permit, except for those items listed in this section. The following signs are not regulated by this Chapter.

(1) Signs within a building or enclosed space within a development that are not visible from a public right-of-way.

(2) Any required public notice, sign, or warning installed by federal, state, or local governments.

(3) Logos and labels located on mechanical equipment, recycling bins, trash containers, and similar equipment, which are part of the equipment as manufactured and/or installed.

(4) Works of art that do not contain a commercial message.

(5) Holiday decorations that do not contain a commercial message.

**(B) Location Restrictions.**

(1) No sign may be erected in a location that violates the building code, fire code, and other applicable City codes or ordinances.

(2) No sign is permitted within the clear sight triangle as established within Chapter 154 of the City of Rio Rancho Municipal Code.

(3) Only signs that have been placed by or authorized by the federal government, state government, or the City may be installed on public property. Any sign installed on public property, including rights-of-way, without prior authorization, will be removed by the City without notice and may be disposed of.

(4) No permanent sign may be erected on private property without the consent of the property owner or his/her authorized agent. Any sign installed on private property without authorization may be removed by the property owner without notice and may be disposed of.

1 (5) No sign may be erected in a manner that obstructs access to any ingress  
2 or egress, fire escapes, fire hydrants, fire department connections, or standpipes  
3 and similar fire safety connections.

4  
5 (C) Audio Components.

6  
7 Audio components are prohibited as part of any sign, except for the following:

8  
9 (1) Drive-through sign: For drive-through signs, including signs in individual  
10 stalls at drive-in restaurants, the audio component is limited to communication  
11 between the customer and the restaurant staff taking orders.

12  
13 (2) Signs owned and/or operated by a government agency.

14  
15 (3) Permitted gas station pump video screens.

16  
17 (D) Illumination.

18  
19 In addition to the standards below, all outdoor lighting shall comply with Chapter 159 of  
20 the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky  
21 Protection Act. In the case of a conflict, the more stringent requirement shall apply.

22  
23 (1) Any sign illumination, including gooseneck reflectors, external illumination,  
24 and internal illumination, shall be designed, located, shielded, and directed to  
25 prevent the casting of glare or direct light upon roadways and surrounding  
26 properties, and prevent the distraction of motor vehicle operators or pedestrians  
27 in the public right-of-way.

28  
29 (2) The sign face of internally illuminated signs shall function as a filter to  
30 diffuse illumination. The sign face shall cover all internal illumination components  
31 so that no exposed bulbs are visible.

32  
33 (3) All external illumination of a sign shall concentrate the illumination upon  
34 the printed area of the sign face.

35  
36 (4) The use of bare bulbs as external illumination is only permitted for  
37 marquee signs.

38  
39 (5) No sign illumination may be combined with reflective materials, such as  
40 mirrors, polished metal, or highly glazed tiles, which would increase glare.

41  
42 (6) The maximum allowable illumination measured at the property line is one  
43 lumen per square foot (one foot-candle), unless such signs are allowed to extend  
44 over the property line, where the maximum allowable illumination is measured at  
45 the back of curb or edge of pavement.

46  
47 (7) For electronic message signs, the maximum brightness is limited to 5,000  
48 nits when measured from the sign's face at its maximum brightness, during  
49 daylight hours, and 500 nits when measured from the sign's face at its maximum  
50 brightness between dusk and dawn, i.e., the time of day between sunrise and

1 sunset. The sign shall have an ambient light meter and automatic or manual  
2 dimmer control that produces a distinct illumination change from a higher allowed  
3 illumination level to a lower allowed level for the time period between one-half  
4 hour before sunset and one-half hour after sunrise.

5  
6 (E) Construction Standards.

7  
8 (1) Supports and braces shall either be designed as an integral part of the  
9 overall sign or obscured from public view to the extent feasible.

10  
11 (2) All signs attached to a building shall be installed and maintained so that  
12 wall penetrations are watertight and the structure does not exceed allowable  
13 stresses of supporting materials.

14  
15 (3) All signs shall be designed and constructed in compliance with the  
16 building code, electrical code, and all other applicable codes and ordinances.

17  
18 (4) Glass comprising any part of a sign shall be safety glass.

19  
20 (5) Conduits, raceways, and other components of a sign illumination system  
21 shall be designed as an integral part of the overall sign structure and obscured  
22 from public view to the extent technically feasible.

23  
24 (F) Permitted Materials for Signs.

25  
26 (1) Permanent sign structures shall be constructed of durable materials such  
27 as brick, wood or simulated wood, stone, concrete, metal, plastic, or high-density  
28 urethane (HDU) foam board or similar durable foam construction. Solid awnings  
29 and structural canopies shall be constructed of permanent building materials.

30  
31 (2) Awning, canopy, blade, and wall signs may also be constructed of durable  
32 weather resistant material such as canvas, nylon, or vinyl-coated fabric.

33  
34 (3) Wall, awning, canopy, and blade signs constructed of material shall be  
35 mounted within a frame so that they are held taut between all support posts.

36  
37 (G) Required Maintenance.

38  
39 (1) All signs shall be kept in a safe and well-maintained condition and  
40 appearance, and shall be repainted or otherwise maintained by the property  
41 owner or business owner to prevent corrosion or deterioration caused by the  
42 weather, age, or any other condition.

43  
44 (2) All signs shall be maintained to prevent any kind of safety hazard,  
45 including faulty or deteriorated sign structures, a fire hazard, or an electrical  
46 shock hazard.

47  
48 (3) All unused sign hardware or wiring shall be removed.

49  
50 (4) No sign frame may remain unfilled or allow any internal part or element of

1 the sign structure to be visible.  
2

3 (5) If a sign is maintained in an unsafe or unsecured condition, it shall be  
4 removed or the condition corrected. If the sign is not removed or the condition is  
5 not corrected within the required time period, the City may enforce this order  
6 through applicable enforcement procedures.  
7

8 (6) The City may remove any sign that is creating an imminent danger of  
9 significant harm to persons or property summarily and without notice. The owner  
10 of such sign is responsible for all costs of removal. The method for collection of  
11 costs may include, but shall not be limited to, a lien pursuant to 3-36-1 to 3-36-7  
12 NMSA 1978.  
13

14 (7) Where possible by the design of a sign structure, the owner of a  
15 permanent sign that becomes obsolete after the associated activity or use is  
16 discontinued or abandoned shall remove all sign copy from the sign structure and  
17 the panels shall be removed and replaced with a blank panel. This requirement is  
18 not satisfied by reversing (i.e., turning such copy so that it faces inward), painting  
19 over, covering with vinyl or other fabric, or other means of obfuscating such copy.  
20

21 (8) Any activity that increases the sign area, sign height, or any sign  
22 dimension, or moves the location of a sign, requires a sign permit.  
23

24 (9) The following maintenance activities are exempt from requiring a sign  
25 permit. All other maintenance and alterations to a sign require a permit.  
26

27 (a) Painting, cleaning, or other normal maintenance and repair of a  
28 sign. This does not include any structural changes or any changes in the  
29 electrical components of the sign, including the removal or replacement of  
30 electrical components.  
31

32 (b) Changing the copy of a changeable message sign  
33

#### 34 (H) Permanent Off-Premises Signs.

35  
36 Permanent off-premises signs are considered billboards, which are a distinct land use,  
37 and are subject to the regulations of Chapter 154 of the City of Rio Rancho Municipal  
38 Code.  
39

#### 40 **156.05 Sign Permit.**

41  
42 No sign, unless specifically identified as exempt by this Chapter, may be erected,  
43 constructed, altered, or relocated without first obtaining approval of a sign permit in  
44 accordance with the following.  
45

#### 46 (A) Authority.

47  
48 The Director of Development Services or their designee is responsible for determining  
49 compliance with this title and issuing a sign permit.  
50

1 (B) Approval Procedure.  
2

3 (1) A complete application for a sign permit, as well as any submittals  
4 required as a component of the application, shall be submitted to the Director of  
5 Development Services or their designee. If the party submitting the application  
6 does not own the subject property, the property owner is required to submit  
7 written permission for the installation of the sign as a component of the  
8 application.  
9

10 (2) Upon receiving an application for a sign permit, the Director of  
11 Development Services or their designee shall review it for completeness. If the  
12 application is determined to be incomplete, the applicant shall be notified in  
13 writing, specifying the deficiencies in the application.  
14

15 (3) Following a determination of completeness, the Director of Development  
16 Services or their designee shall either:  
17

18 (a) Approve the sign permit, if the application complies with all the  
19 requirements of these regulations and any other applicable codes.  
20

21 (b) Deny the sign permit, if the application fails in any way to comply  
22 with the requirements of these regulations or any other applicable codes.  
23 If the application is denied, the applicant shall be notified in writing,  
24 specifying the section or sections of these regulations or any other  
25 applicable codes with which the application is inconsistent.  
26

27 (C) Fees.  
28

29 To obtain a sign permit, all fees in accordance with the City's associated fee schedule  
30 shall be paid.  
31

32 (D) Illegal Signs.  
33

34 (1) Illegally constructed signs.  
35

36 If a sign is constructed illegally without a required sign permit, the Director of  
37 Development Services or their designee will serve notice to the property owner  
38 that such sign shall be removed within 30 days of notice for permanent signs or  
39 seven days of notice for temporary signs. If the sign is not removed within the  
40 required period, the Director of Development Services or their designee may  
41 enforce this order through any remedies that are and as may from time to time be  
42 provided for or allowed by state law or municipal ordinances.  
43

44 (2) Illegally placed signs.  
45

46 Any sign placed on public property or within the public right-of-way without  
47 authorization may be removed immediately and without notice.  
48

49 **156.06 Prohibited Signs.**  
50

1 The following sign types are specifically prohibited. All signs not expressly permitted by  
2 this chapter are also prohibited.

- 3
- 4 (A) Flashing signs, except as specifically permitted within this Code.
- 5
- 6 (B) Moving signs whether illuminated or not, including any sign that rotates, revolves,  
7 or has any visible moving part, or any sign that gives the appearance of movement,  
8 including signs designed to be moved by wind or other natural elements. This excludes  
9 clocks and barber poles.
- 10
- 11 (C) Portable signs, not including A-frame signs.
- 12
- 13 (D) Roof signs.
- 14
- 15 (E) Strobe lights, moving or fixed spotlights, floodlights/searchlights.
- 16
- 17 (F) Signs that constitute a traffic hazard, including signs that:
  - 18
  - 19 (1) Interfere with, obstruct the view of, or may be confused with any  
20 authorized traffic sign, signal, or device because of its position, shape, or color,  
21 including signs illuminated in red, green, or amber color.
  - 22
  - 23 (2) May be confused with any public safety lighting, including signs  
24 illuminated in red and blue colors.
  - 25
  - 26 (3) Mislead, interfere with, or confuse traffic.
  - 27
- 28 (G) Temporary off-premises signs. Also known as push signs, bandit signs, and  
29 snipe signs.
- 30
- 31 (H) Vehicle signs. This prohibition does not include signs painted on or applied to  
32 vehicles, trucks, or buses that are being operated and stored in the normal course of  
33 business, such as signs located on delivery trucks, moving vans, and rental trucks,  
34 provided that the primary purpose of such vehicles is not the display of such sign, and  
35 that they are properly parked or stored in areas related to their use as vehicles and all  
36 such vehicles are in operable condition. This does not include vehicle for-sale signs.
- 37
- 38 (I) Video display screens.
- 39

#### 40 **156.07 Signs Exempt from Permit.**

- 41
- 42 (A) A-Frame Sign.
  - 43
  - 44 (1) A-frame signs are permitted for nonresidential and mixed-use  
45 development in the City's nonresidential districts, and the SU and H-1 Districts.
  - 46
  - 47 (2) One A-frame sign is permitted per establishment, including one for each  
48 tenant in a multi-tenant development. A minimum separation of 15 feet is  
49 required between A-frame signs.
  - 50

1 (3) A-frame signs shall be located within 15 feet of the primary entrance of the  
2 business, and shall not interfere with pedestrian traffic or violate any standards of  
3 accessibility as required by ADA or other accessibility codes.

4  
5 (4) A-frame signs are limited to six square feet in area per side, and shall be  
6 no taller than four feet in height.

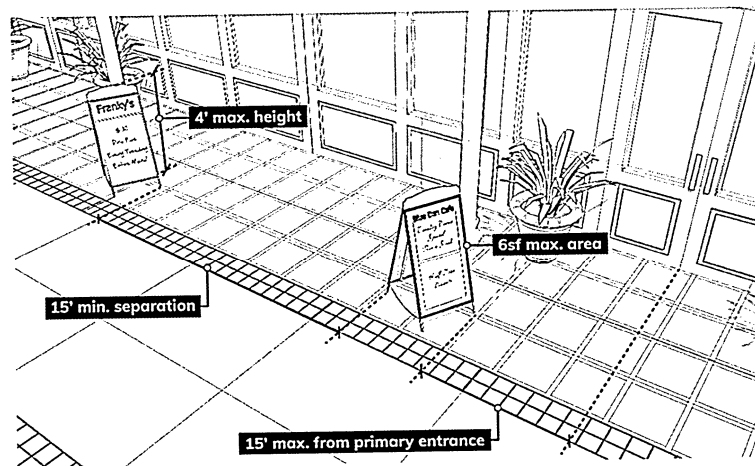
7  
8 (5) A-frame signs may be displayed outdoors during business hours only. At  
9 all other times, the signs shall be stored indoors.

10  
11 (6) A-frame signs shall not be displayed outdoors when severe wind, rain, or  
12 other weather conditions may pose a hazard.

13  
14 (7) Illumination of A-frame signs is prohibited.

15  
16 (8) No A-frame sign may have any type of electronic component.

### 17 A Frame Sign



### 20 (B) Sign for Residential Construction Activity.

21  
22 Where active residential construction is taking place, a temporary sign is permitted  
23 subject to the following:

24  
25 (1) One sign is permitted at each entrance to a residential subdivision or  
26 master planned community from a street classified as a collector or arterial.

27  
28 (2) Signs shall be designed as freestanding signs, wall signs, or signs on a  
29 fence, and shall be located a minimum of five feet from any property line.

30  
31 (3) Signs are limited to 32 square feet in area, and six feet in height.

32  
33 (4) Illumination of signs is prohibited.

34  
35 (5) Signs shall be removed once construction within the residential  
36 subdivision or master planned community is complete.

1 (C) Sign for Nonresidential or Mixed-Use Construction Activity.

2  
3 Where active nonresidential or mixed-use construction is taking place, a temporary sign  
4 is permitted subject to the following:

5  
6 (1) One sign is permitted per street frontage.

7  
8 (2) Signs shall be constructed as freestanding signs, wall signs, or signs  
9 installed on a fence.

10  
11 (3) The total square footage of signs on a lot shall not exceed 64 square feet,  
12 unless located on a single parcel 20 acres or more in size, in which case the total  
13 square footage shall not exceed 128 square feet.

14  
15 (4) Individual signs are limited to 32 square feet in area. When freestanding,  
16 signs are limited to six feet in height and shall be located a minimum of five feet  
17 from any property line.

18  
19 (5) In lieu of a freestanding sign, wall sign, or sign installed on a fence, a wrap  
20 sign may be used to wrap the fence or the structure under construction. A wrap  
21 sign requires review and approval during site plan review. Such wrap sign shall  
22 be made of mesh or similar material. There is no maximum square footage  
23 limitation for a wrap sign.

24  
25 (6) Illumination of signs is prohibited.

26  
27 (D) Sign for Cultural or Historical Site.

28  
29 Sites or buildings with cultural or historical significance are permitted a permanent sign,  
30 subject to the following:

31  
32 (1) Signs on culturally or historically significant sites or buildings are limited to  
33 one sign per street frontage.

34  
35 (2) Signs on culturally or historically significant sites or buildings may be  
36 constructed as freestanding signs or wall signs as follows:

37  
38 (a) Signs are limited to six square feet.

39  
40 (b) Freestanding signs are limited to four feet in height and shall be  
41 located a minimum of five feet from any property line.

42  
43 (c) Wall signs shall be placed to be an integral part of the structure, cut  
44 into stone or masonry, or be a permanently affixed plaque of metal or  
45 other durable material.

46  
47 (E) Sign on Gas Pump Island.

48  
49 A maximum of one sign mounted on each gas station pump island is permitted and is  
50 limited to two square feet in sign area. All such signs shall be oriented to face the

1 vehicle parked at the pump.

2  
3 (F) Government Sign.

4  
5 (1) Government signs are allowed in all districts and in any number,  
6 configuration, or size.

7  
8 (2) In all districts, the type and extent of illumination required is at the  
9 discretion of the authorized government agency.

10  
11 (G) Flag.

12  
13 Flags are permitted in all districts.

14  
15 (1) Flags may be freestanding or wall mounted. There is no limit on the  
16 number of flags permitted.

17  
18 (2) There is no limit on the size of flags.

19  
20 (3) All flagpoles shall conform to the standards established within Chapter  
21 154 of the City of Rio Rancho Municipal Code.

22  
23 (4) Flags may be externally illuminated, and shall comply with Chapter 159 of  
24 the City of Rio Rancho Municipal Code and the State of New Mexico Night Sky  
25 Protection Act.

26  
27 (H) Sign for Multiple Tenant Building Entry.

28  
29 Multi-family dwellings, nonresidential development, and mixed-use development with  
30 multiple tenants in all districts are permitted a permanent sign at each building entry,  
31 subject to the following:

32  
33 (1) A maximum of one sign is allowed per building entry.

34  
35 (2) Signs may be constructed as either freestanding signs or wall signs.

36  
37 (3) Signs are limited to eight square feet in area.

38  
39 (4) Freestanding signs are limited to six feet in height, and shall be located  
40 within five feet of the building entry, and a minimum of five feet from any property  
41 line.

42  
43 (5) Wall signs shall be installed within five feet of the building entry.

44  
45 (I) Sign for On-Site Repair, Renovation, or Improvement.

46  
47 On lots where on-site repair, renovation, or improvements are taking place, a temporary  
48 sign is permitted. Such temporary signs are subject to the following:

49  
50 (1) A maximum of one sign per lot is permitted.

1  
2 (2) Signs are permitted in all districts on sites with active repair, renovation, or  
3 improvement projects.

4  
5 (3) Signs may be installed only after approval of a permit for the repair,  
6 renovation, or improvement activity. Signs shall be removed upon the completion  
7 of the repair, renovation, or improvement activity.

8  
9 (4) Signs may be constructed as freestanding signs, subject to the following:

10  
11 (a) Signs are limited to a maximum of eight square feet in area and six  
12 feet in height.

13  
14 (b) Signs shall be located a minimum of five feet from any property  
15 line.

16  
17 (c) Signs may not be illuminated.

18  
19 (J) Sign for Parking Lot or Structure Circulation Point.

20  
21 Parking lots and structures in all districts are permitted permanent signs at parking lot  
22 and/or structure circulation points in accordance with the following:

23  
24 (1) Circulation points include, but are not limited to, entrances/exits, driveway  
25 intersections, drive-through lanes, fire zones, and parking lot drive aisles.

26  
27 (2) Signs are limited to a maximum of four square feet in area and five feet in  
28 height.

29  
30 (3) Freestanding parking lot or structure circulation point signs shall be  
31 located a minimum of five feet from any right-of-way line.

32  
33 (4) Signs for parking lot or structure circulation points may be internally or  
34 externally illuminated.

35  
36 (K) Sign for Real Estate Activity.

37  
38 When a structure or lot is offered for sale, lease, or rent, a temporary real estate activity  
39 sign is permitted on such lot as follows:

40  
41 (1) Signs are permitted in all districts, and shall be located on the lot offered  
42 for sale, lease, or rent, or at the entrance of a new residential subdivision.

43  
44 (2) Signs are limited to one sign per street frontage, except for new residential  
45 subdivisions which are limited to one sign.

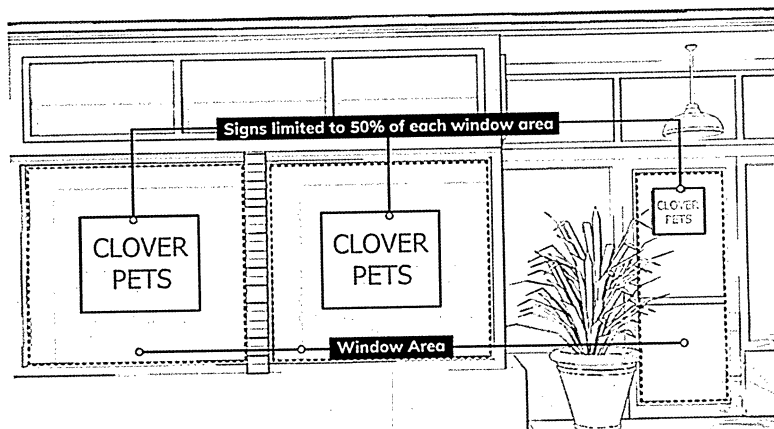
46  
47 (3) Signs may be constructed as freestanding, wall, or window signs, apart  
48 from those for new residential subdivisions which shall be freestanding.  
49 Freestanding signs shall be located a minimum of five feet from any property line.  
50

- 1 (4) Signs are subject to the following maximum sign area limitations:  
2  
3 (a) Residential districts, A-R, OS, PR, T-Z: eight square feet.  
4  
5 (b) Nonresidential, SU and H-1 districts (not including M-1 or BP): 32  
6 square feet.  
7  
8 (c) M-1 and BP districts: 40 square feet.  
9  
10 (d) New residential subdivision of three lots or more (any district): 32  
11 square feet.  
12  
13 (5) Freestanding signs are limited to six feet in height.  
14  
15 (6) Signs for real estate activity may not be illuminated.  
16  
17 (7) Signs shall be removed within five days of final closing, lease, or rental.

18  
19 (L) Window Sign.

- 20  
21 (1) Window signs are permitted for nonresidential and mixed-use  
22 development in all districts.  
23  
24 (2) All window signs, whether temporary or permanent, are limited to no more  
25 than 50% of the surface of each window area. Window area is measured as a  
26 continuous surface until divided by an architectural or structural element.  
27 Mullions are not considered an element that divides window area.  
28  
29 (3) Internally illuminated window signs are permitted, but are limited to a  
30 maximum area of six square feet or 30% of the surface of the window area,  
31 whichever is less. Such illuminated signs may not contain an animated or  
32 flashing component, and may not strobe.  
33  
34 (4) Window displays of items sold on the premises are not considered window  
35 signs.

36  
37 *Window Sign*



1 (M) Yard Sign.

2  
3 Yard signs are permitted in all residential districts.

4  
5 (1) There is no limit on the number of signs permitted, however the maximum  
6 total sign area may not exceed 32 square feet.

7  
8 (2) Individual signs are limited to a maximum of eight square feet in area and  
9 six feet in height.

10  
11 (3) Yard signs shall be located a minimum of five feet from any right-of-way  
12 line.

13  
14 (4) No sign may be illuminated.

15  
16 (5) Signs shall not be used for any on-premises or off-premises advertising.

17  
18 **156.08 Sign Permit Required.**

19  
20 This section describes the types of signs allowed with a sign permit. Specific regulations  
21 for each sign type may include further restrictions pertaining to which districts and/or  
22 uses within a district may utilize these sign types.

23  
24 (A) Attention-Getting Device.

25  
26 Attention-getting devices are permitted as temporary signs for nonresidential and  
27 mixed-use development in the nonresidential and SU districts.

28  
29 (1) Attention-getting devices are limited to the following display periods:

30  
31 (a) When used in coordination with an event, attention-getting devices  
32 are permitted a total display period of seven days prior to the start of the  
33 event, the duration of the event, and three days following the end of the  
34 event.

35  
36 (b) When not in coordination with an event: 15 days.

37  
38 (c) Four display periods per year are permitted, with a minimum of 30  
39 days required between successive display periods.

40  
41 (2) Attention-getting devices for multi-tenant sites are subject to the following:

42  
43 (a) Each tenant establishment with ground floor frontage in a multi-  
44 tenant structure may have one freestanding and one wall-mounted  
45 attention-getting device installed or mounted simultaneously.

46  
47 (b) The display period and minimum 30-day interval between displays  
48 applies to each tenant establishment individually, rather than the site as a  
49 whole.  
50

1 (3) Freestanding attention-getting devices are subject to the following:

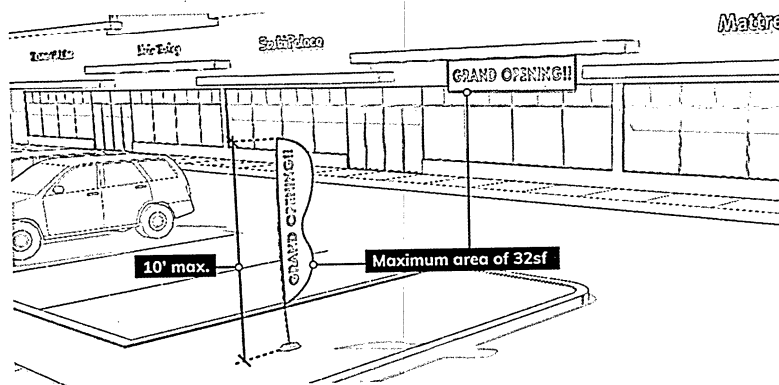
2  
3 (a) Freestanding attention-getting devices are allowed at a ratio of one  
4 attention-getting device for every 25 linear feet of street frontage. Where a  
5 structure or tenant space has less than 25 linear feet of street frontage,  
6 one attention-getting device is permitted. There shall be a 15 foot  
7 separation between freestanding attention-getting devices.

8  
9 (b) Freestanding attention-getting devices are limited to a maximum  
10 height of ten feet and 32 square feet in area. If designed as a balloon or  
11 inflatable sign, a freestanding attention-getting device is limited to a  
12 maximum of 15 feet in height, including any tethering.

13  
14 (c) Freestanding attention-getting devices shall be located a minimum  
15 of five feet from the property line, as measured from the outermost portion  
16 of the sign. No part of a freestanding attention-getting device may extend  
17 over the property line.

18  
19 (4) Wall-mounted attention-getting devices are limited to 60 square feet, and  
20 may not exceed the height of the ground floor of the structure. Wall-mounted  
21 attention getting devices for multi-tenant structures are limited to 32 square feet  
22 per tenant establishment.

23  
24 *Attention-Getting Device*



26  
27 (B) Building-Mounted Signs.

28  
29 (1) General Regulations.

30  
31 (a) The following are considered building-mounted signs: permanent  
32 arcade signs, awning signs, blade signs, canopy signs, standard wall  
33 signs, and painted or projected wall signs.

34  
35 (b) Single-tenant structures are permitted a maximum building-  
36 mounted sign area of two square feet per one linear foot of building length  
37 or 50 square feet, whichever is greater. Multi-tenant structures are  
38 permitted a maximum building-mounted sign area of two square feet per  
39 one linear foot of frontage per ground-floor tenant, or 50 square feet per  
40 ground-floor tenant, whichever is greater.  
41

1  
2 (c) Building-mounted signs may be used in any quantity or  
3 combination, so long as the total permitted square footage is not  
4 exceeded and all individual signs conform to the specific provisions per  
5 sign type established in Sections 156.08.B.2 through 156.08.B.8 below.

6  
7 (2) Arcade Sign.

8  
9 (a) Arcade signs are permitted for nonresidential and mixed-use  
10 development in all districts.

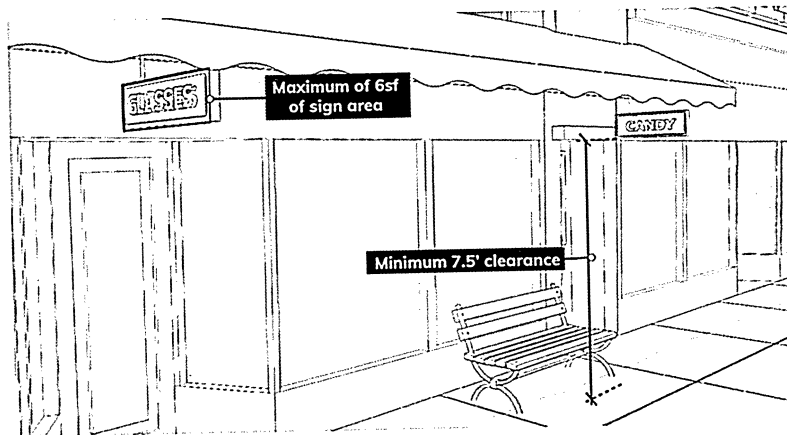
11  
12 (b) Arcade signs shall be located beneath, and shall be securely  
13 attached to an arcade, gallery, covered porch or walkway, awning, or  
14 canopy.

15  
16 (c) One arcade sign is permitted per building entry.

17  
18 (d) Arcade signs shall maintain a minimum vertical clearance of 7.5  
19 feet from the surface above which the sign is mounted, and are limited to  
20 a maximum of 12 square feet in sign area.

21  
22 (e) Arcade signs are not counted toward the maximum building-  
23 mounted sign area for single- or multi-tenant structures.

24  
25 *Arcade Sign*



27  
28  
29 (3) Awning Sign.

30  
31 (a) Awning signs are permitted for multi-family dwellings,  
32 nonresidential development, and mixed-use development in all districts.

33  
34 (b) Awning signs shall maintain a minimum vertical clearance of 7.5  
35 feet from the surface above which the sign is mounted.

36  
37 (c) Awning signs may encroach into the public right-of-way, but shall  
38 be located at least two feet from a curb line.

39  
40 (d) Sign copy on any awning sign is limited to 25% of each awning

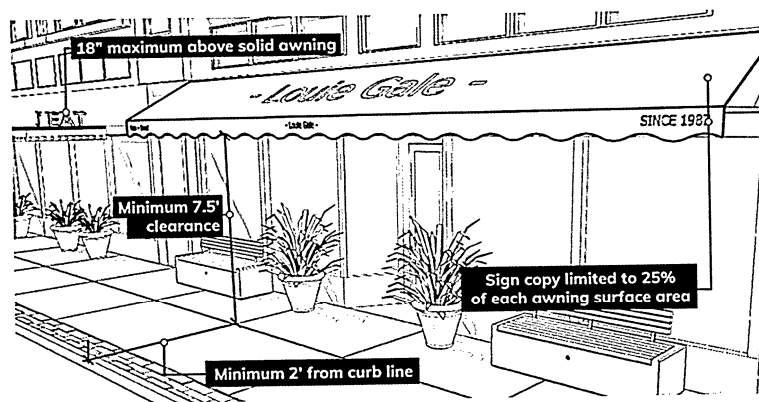
1 surface area (front, sides, valance).

2  
3 (e) Awning signs shall be constructed of durable, weather-resistant  
4 material such as, but not limited to, canvas, canvas-like material, nylon,  
5 vinyl-coated fabric, or permanent building material such as metal.

6  
7 (f) Solid, non-textile awnings are permitted lettering attached to and  
8 located either above or below the awning to a maximum height of 18  
9 inches. If attached below the awning, a minimum vertical clearance of 7.5  
10 feet shall be maintained from the bottom of the lettering to the surface  
11 above which it is mounted.

12  
13 (g) Awning signs may be externally illuminated. Any illumination of an  
14 awning sign shall be focused on the sign copy or printed area. Back-lit  
15 awnings are prohibited.

16  
17 *Awning Sign*



19  
20  
21 (4) Blade Sign.

22  
23 (a) Blade signs are permitted for nonresidential and mixed-use  
24 development in the nonresidential, SU and H-1 districts.

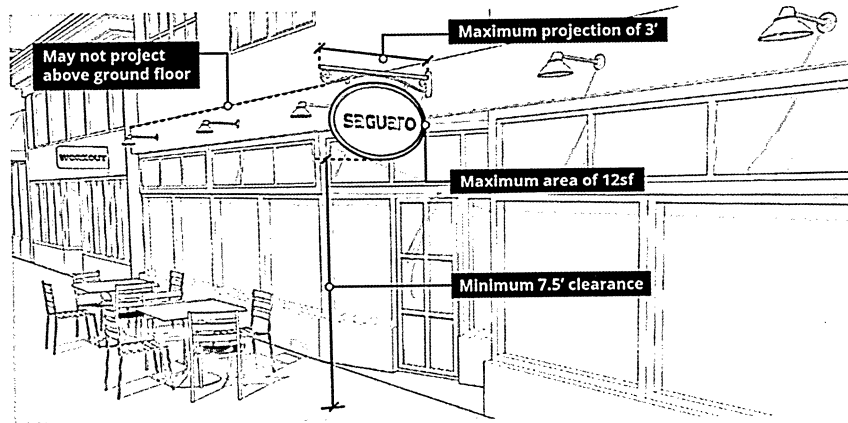
25  
26 (b) One blade sign is permitted per establishment with ground-floor  
27 frontage on a street or public plaza.

28  
29 (c) Blade signs are limited to 12 square feet, and may project a  
30 maximum of three feet from the façade.

31  
32 (d) Blade signs shall maintain a minimum vertical clearance of 7.5 feet  
33 from the surface above which the sign is mounted. No blade sign affixed  
34 to a building may project higher than the ground floor, including the sign  
35 support structure.

36  
37 (e) Blade signs may be internally or externally illuminated.

38  
39 *Blade Sign*



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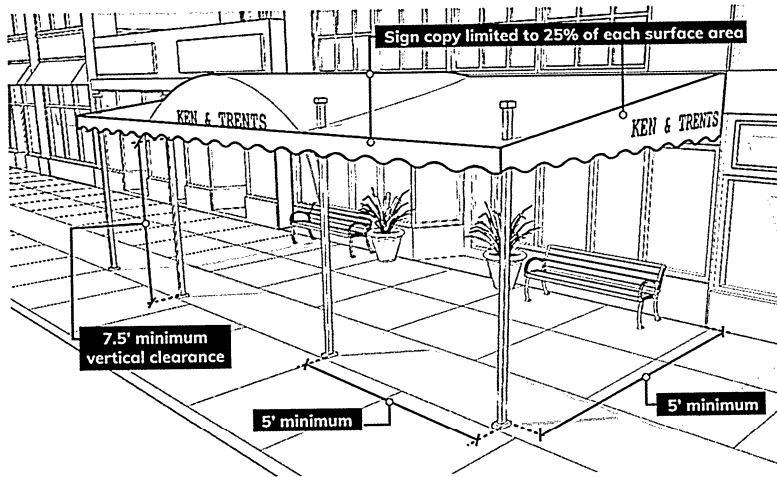
(5) Canopy Sign.

Canopy signs are divided into two types: non-structural and structural.

(a) Non-Structural Canopy Signs

1. Non-structural canopy signs are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.
2. Non-structural canopy signs shall maintain a minimum vertical clearance of 7.5 feet.
3. Non-structural canopy signs may encroach into the public right-of-way but shall be located at least two feet from the curb line. Support posts shall maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.
4. Sign copy on any canopy sign is limited to 25% of each surface area (front, sides, valance).
5. Non-structural canopy signs may be externally illuminated. Any illumination shall be focused on the sign copy or printed area. Back-lit canopies are prohibited.

*Non-Structural Canopy Sign*



(b) Structural Canopy Signs

1. Permissions for Structural Canopy Signs

Structural canopy signs are permitted as follows:

i. Structural canopy signs attached to the principal structure are permitted for multi-family dwellings, nonresidential development, and mixed-use development in all districts.

ii. Freestanding structural canopy signs are permitted for gasoline service stations, drive-through window restaurants, and drive-through facilities in any district.

2. Structural Canopy Signs Attached to Principal Structure

Structural canopy signs attached to the principal structure are subject to the following:

i. Canopy signs attached to the principal structure may encroach into the public right-of-way but shall be located at least two feet from a curb line.

ii. Support posts shall maintain a minimum separation of five feet between posts and five feet between the posts and any building wall.

iii. Canopy signs attached to a building shall maintain a minimum vertical clearance of 7.5 feet.

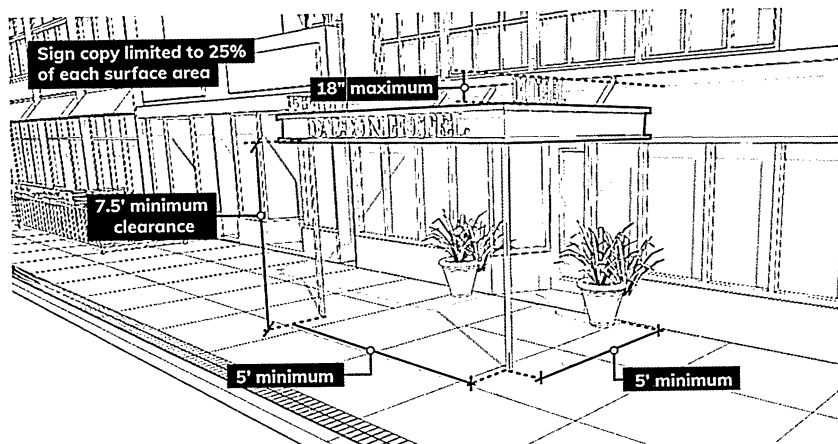
iv. For structural canopies attached to a principal building, sign copy is limited to 25% of each surface area. Such signs are permitted lettering attached to and located either above or below the canopy to a maximum height of 18 inches. If attached below the canopy, a minimum vertical clearance of 7.5 feet shall be maintained from the bottom of

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1 the lettering to the surface above which it is mounted.

2  
3 v. Structural canopy signs may be internally or externally  
4 illuminated. If externally illuminated, the lighting shall be  
5 focused on the sign copy or printed area.

6  
7 *Structural Canopy Sign Attached to Principal Structure*



9  
10  
11 **3. Freestanding Structural Canopy Signs**

12  
13 Freestanding structural canopy signs are subject to the following.  
14 Such signs are exempt from the calculation of total building-  
15 mounted sign area.

16  
17 i. Freestanding structural canopy signs are subject to  
18 the setback requirements of the district where they are  
19 located or ten feet from any property line, whichever is  
20 greater.

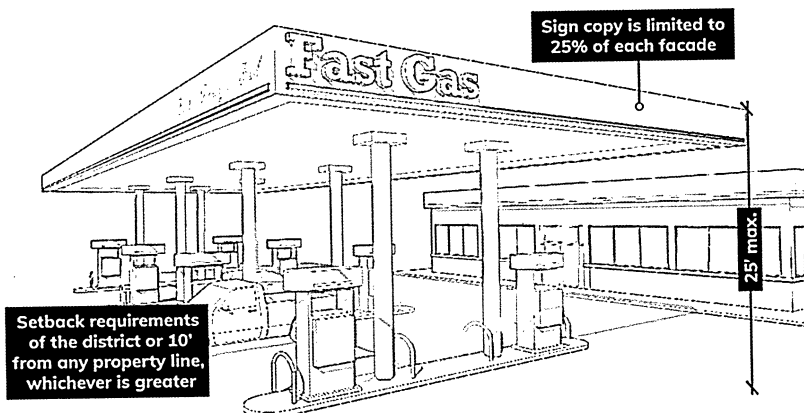
21  
22 ii. Freestanding structural canopy signs are limited to a  
23 maximum height of 25 feet. Height is measured to the top of  
24 a flat roof or to the average height between the eave and the  
25 ridge of a pitched roof.

26  
27 iii. For freestanding structural canopies, sign copy is  
28 limited to a maximum of 25% of the area of each façade. No  
29 sign may be mounted above the top of the roof of the  
30 structural canopy, but a sign mounted on the structural  
31 canopy façade may extend a maximum of six inches above  
32 the roofline.

33  
34 iv. Freestanding structural canopy signs may be  
35 internally or externally illuminated. If externally illuminated,  
36 the lighting shall be focused on the sign copy or printed area.  
37 Freestanding structural canopies are permitted an  
38 illuminated band along each facade of the canopy, which is  
39 limited to 10% of the overall height of the facade of the  
40 canopy.

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## Freestanding Structural Canopy Sign



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### (6) Wall Sign, Standard

(a) Standard wall signs are permitted for nonresidential and mixed-use development in any district.

(b) Standard wall signs are permitted on all facades of a structure. On a site consisting of multiple structures, each structure is permitted wall signs per the regulations of this section. The square footage permitted for individual structures shall not be combined to create a larger sign on any one structure.

(c) For a single tenant structure, the maximum total wall sign area is one square foot per one linear foot of building wall where the wall sign(s) will be mounted or 50 square feet, whichever is greater. The square footage permitted for individual façades shall not be combined to create a larger sign on any one façade.

(d) For a structure that contains multiple tenants, each tenant that has exterior ground floor frontage is permitted a total wall sign area of one square foot per one linear foot of frontage or 50 square feet, whichever is greater. The square footage permitted for individual tenants shall be used only for each tenant frontage, and shall not be combined to create a larger sign along any tenant frontage.

(e) The number of individual wall signs on a façade is not limited, however the cumulative sign area of all signs on a facade shall not exceed the maximum allowable total wall sign area per façade.

(f) Standard wall signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

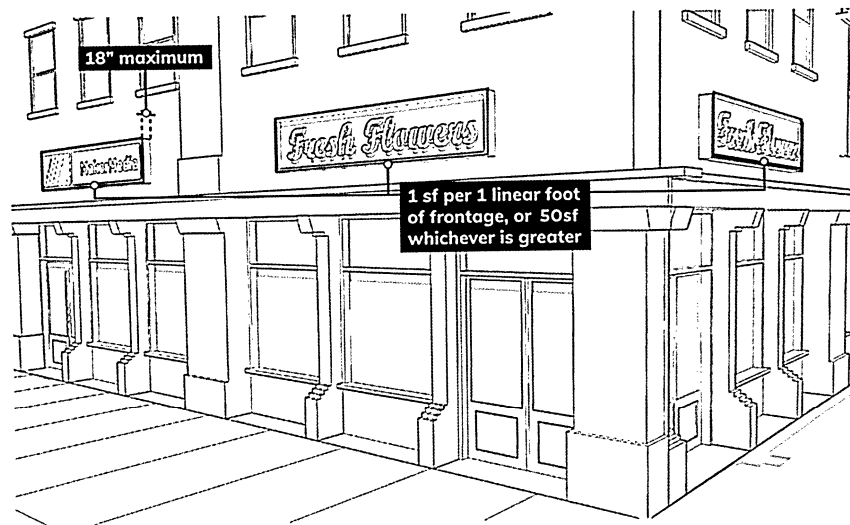
(g) Signs shall be safely and securely mounted to the building wall, and may project a maximum of 18 inches from the façade to which they are

1 mounted.

2  
3 (h) No wall sign affixed to a building, including any sign support  
4 structure, may project horizontally beyond the end of a wall, or vertically  
5 beyond the roofline of a flat-roofed structure, or the eave of a pitched-roof  
6 structure.

7  
8 (i). On existing buildings, a parapet wall shall not be constructed for the  
9 sole purpose of increasing the allowable height of a wall sign. For new  
10 buildings, when a sign is mounted on a parapet wall, such parapet wall  
11 shall maintain consistency with the architectural design of the building,  
12 including building materials.

13 *Wall Sign – Standard*



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17  
18 (7) Wall Sign, Painted.

19  
20 (a) Painted wall signs are permitted for nonresidential and mixed-use  
21 development in any district.

22  
23 (b) Painted wall signs are permitted on each facade of a structure.

24  
25 (c) Painted wall signs are limited to 50% of the façade on which they  
26 are painted, or 200 square feet, whichever is less. The square footage  
27 permitted for individual façades shall not be combined to create a larger  
28 sign on any one façade.

29  
30 (d) Painted wall signs may be externally illuminated. If externally  
31 illuminated, the lighting shall be focused on the sign face.

32  
33 (e) Painted wall signs shall not project more than 0.25 inches from a  
34 building wall.

35  
36 (8) Wall Sign, Projected.

37  
38 (a) Projected wall signs are exempt from the calculation of total

1 building-mounted sign area.

2  
3 (b) Projected wall signs are permitted for nonresidential and mixed-use  
4 development in the nonresidential and SU districts.

5  
6 (c) Projected wall signs are limited to 50% of the façade onto which  
7 they are projected.

8  
9 (d) Projected wall signs shall remain static and shall not flash, rotate,  
10 or move. No projected wall sign shall display video.

11  
12 (e) Projected wall signs shall not direct glare onto adjacent properties.

13  
14 (f) Projected wall signs shall not extend beyond the façade onto which  
15 they are projected.

16  
17 (g) Projected wall signs shall not be projected over any other  
18 permanent or temporary sign, including painted wall signs.

19  
20 (C) Drive-Through Sign.

21  
22 (1) Drive-through signs are permitted for all drive-through window restaurants  
23 and drive-through facilities in any district.

24  
25 (2) Drive-through signs are limited to a maximum of 70 square feet in area  
26 and ten feet in height, and may comprise a mixture of separate freestanding  
27 signs, including preview boards installed at earlier points in the drive-through  
28 lane. The total square footage of all signs, however, shall not exceed 70 square  
29 feet.

30  
31 (3) An additional ten square feet of sign area is permitted for temporary signs  
32 affixed to the top or sides of a permanent drive-through sign.

33  
34 (4) Drive-in restaurants, where customers park in designated stalls and  
35 remain in their vehicles to dine, are permitted one sign per parking stall. Such  
36 signs are limited to a maximum of 30 square feet in area per stall, and six feet in  
37 height. Signs may comprise a mixture of freestanding signs, and temporary signs  
38 such as promotions or special items affixed to the top or sides of a permanent  
39 sign. The total square footage of all signs, however, shall not exceed 30 square  
40 feet per stall.

41  
42 (5) Any drive-through sign, including signs within stalls at drive-in restaurants,  
43 shall be located a minimum of 15 feet from any residential district property line,  
44 measured from sign face to property line.

45  
46 (6) Drive-through signs, including signs within stalls at drive-in restaurants,  
47 may be internally illuminated, and may contain an electronic screen for  
48 interaction and verification with customers.

49  
50 *Drive-Through Sign*



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(D) Electronic Message Sign.

(1) Electronic message signs are permitted for the following:

- (a) Nonresidential and mixed-use development in the nonresidential and SU districts.
- (b) The following uses in any zoning district: cultural facilities, educational facilities, parks, places of worship or similar uses.
- (c) Gasoline service stations in any district are permitted an electronic message sign to display any copy that is required to be displayed by law, such as fuel prices.

(2) Electronic message signs are limited to the following dimensions:

- (a) Electronic message signs are limited to freestanding monument signs (156.08.F.2) and multi-tenant commercial center signs (156.08.F.4), and shall be integrated into a larger sign structure. The electronic component is limited to a maximum of 75% of the total area of the sign, or the limitations established in items b and c below, whichever is less.
- (b) The electronic component of electronic message signs in the nonresidential and SU districts is limited to a maximum of 50 square feet, unless located immediately adjacent to or across a right-of-way from a residential district, in which case they are limited to a maximum of 30 square feet.
- (c) The electronic component of electronic message signs in any district other than the nonresidential and SU districts is limited to a maximum of 30 square feet.

(3) Only one electronic message sign per lot is permitted. For the purposes of this regulation, a multi-tenant development comprising separate lots of record, including any out-lot parcels, is considered one lot.

(4) The sign structure shall contain permanent copy in addition to the

1 electronic component, such that if the electronic component is turned off, the sign  
2 is not blank.

3  
4 (5) Each message or image displayed on an electronic message sign shall be  
5 static for a minimum of eight seconds, and shall be complete, not continuing on a  
6 subsequent message.

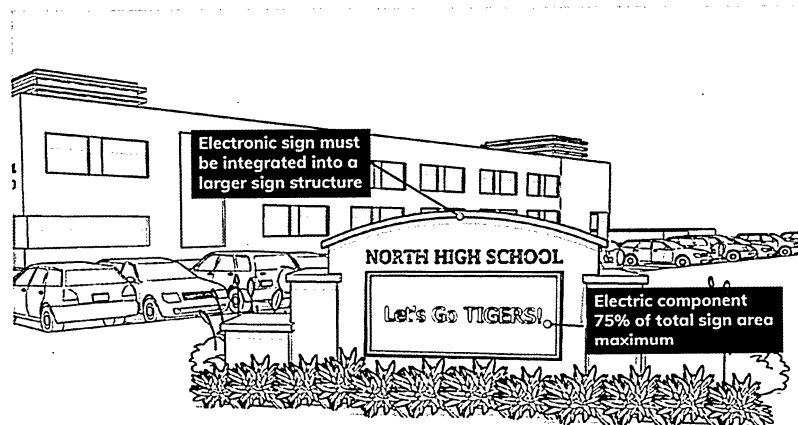
7  
8 (6) Electronic message signs shall display static messages only, with no  
9 animation or effects simulating animation or video. Transitions from one message  
10 to another shall appear instantaneous as perceived by the human eye. Any  
11 scrolling, flashing, blinking, fading, rolling, shading, dissolving, spinning,  
12 revolving, shaking, or any other effect that gives the appearance of movement to  
13 the message or any component of the sign is prohibited.

14  
15 (7) For electronic message signs, the maximum brightness is limited to 5,000  
16 nits when measured from the sign's face at its maximum brightness, during  
17 daylight hours, and 500 nits when measured from the sign's face at its maximum  
18 brightness between dusk and dawn, i.e., the time of day between sunrise and  
19 sunset. The sign must have an ambient light meter and automatic or manual  
20 dimmer control that produces a distinct illumination change from a higher allowed  
21 illumination level to a lower allowed level for the time period between one-half  
22 hour before sunset and one-half hour after sunrise.

23  
24 (8) All signs shall contain a default mechanism that will cause the sign to  
25 revert immediately to a black screen if the sign malfunctions.

26  
27 (9) Electronic message signs shall not operate as an off-premises sign. This  
28 does not include public service messages.

### 30 *Electronic Message Sign*



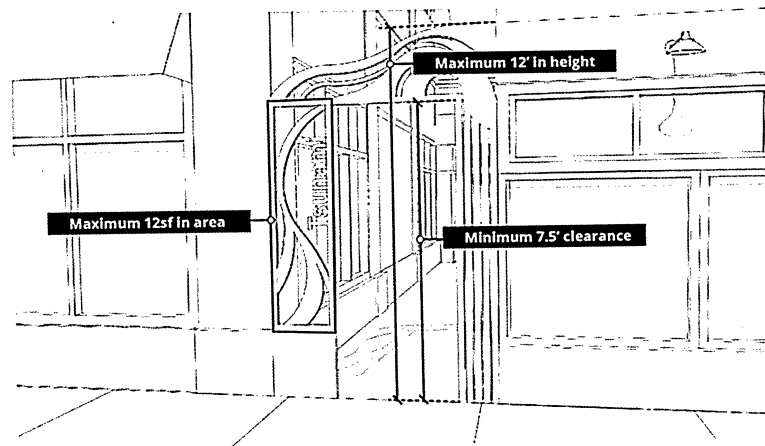
32  
33  
34 (E) Gateway Sign.

35  
36 (1) Gateway signs are permitted for nonresidential and mixed-use  
37 development in the nonresidential, SU, and H-1 districts.

38  
39 (2) One gateway sign is permitted per street frontage. Gateway signs shall be  
40 located over a main pedestrian entryway.

- 1  
2 (3) Gateway signs may not project into, over, or otherwise encroach on a  
3 public right-of-way or easement.  
4  
5 (4) Gateway signs are limited to a maximum of 12 square feet in area and 12  
6 feet in height. Signs shall maintain a minimum 7.5 foot vertical clearance to allow  
7 for passage through the sign.  
8  
9 (5) Gateway signs may be internally or externally illuminated. If externally  
10 illuminated, the lighting shall be focused on the sign face.  
11

12 *Gateway Sign*



14  
15  
16 (F) Ground Signs.

17  
18 (1) General Regulations.

19  
20 (a) The following are considered ground signs: freestanding monument  
21 signs, freestanding pylon signs, multi-tenant commercial center signs, and  
22 residential subdivision signs.

23  
24 (b) Each lot is permitted one ground sign per street frontage. One  
25 additional ground sign is permitted where a street frontage exceeds 200  
26 linear feet in length. A minimum of 50 feet separation is required between  
27 ground signs.

28  
29 (c) All ground signs shall conform to the specific provisions per sign  
30 type established in Sections 156.08.F.2 through 156.08.F.5 below.

31  
32 (2) Freestanding Sign, Monument.

33  
34 (a) Freestanding monument signs are permitted for multi-family  
35 dwellings, nonresidential development, and mixed-use development in any  
36 district.

37  
38 (b) Freestanding monument signs in residential districts are limited to a  
39 maximum of 40 square feet in area and eight feet in height.  
40

1 (c) In all other districts, freestanding monument signs are limited to a  
2 maximum of 70 square feet in area and ten feet in height, unless located  
3 immediately adjacent to or across a right-of-way from a residential district,  
4 in which case they are limited to a maximum of 60 square feet in area and  
5 ten feet in height.

6  
7 (d) A freestanding monument sign shall be designed so that the width  
8 of the top of the sign face is a minimum of 70% and a maximum of 130%  
9 of the width of the base, unless designed with decorative posts as follows:

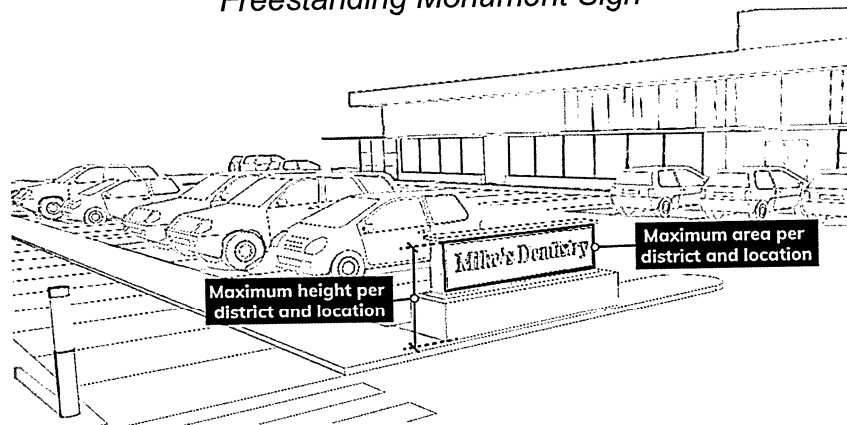
10  
11 1. To provide flexibility for freestanding monument sign  
12 installation on sites where the ground is not level, structural (non-  
13 decorative) posts may extend from the ground to support the sign.  
14 Such posts are limited to a maximum of one foot in height  
15 (measured to the bottom of the sign face) above the ground at the  
16 location of their installation.

17  
18 2. Freestanding monument signs may be designed to include  
19 decorative posts as a component of the overall sign structure and  
20 design. Such posts are limited to a maximum of three feet in height  
21 (measured to the bottom of the sign face) above the ground at the  
22 location of their installation.

23  
24 (e) Freestanding monument signs shall be set back a minimum of five  
25 feet from any property line, and may not project into, over, or otherwise  
26 encroach on a public right-of-way or easement.

27  
28 (f) Freestanding monument signs may be internally or externally  
29 illuminated. If externally illuminated, the lighting shall be focused on the  
30 sign face.

31  
32 *Freestanding Monument Sign*



33  
34  
35 (3) Freestanding Sign, Pylon.

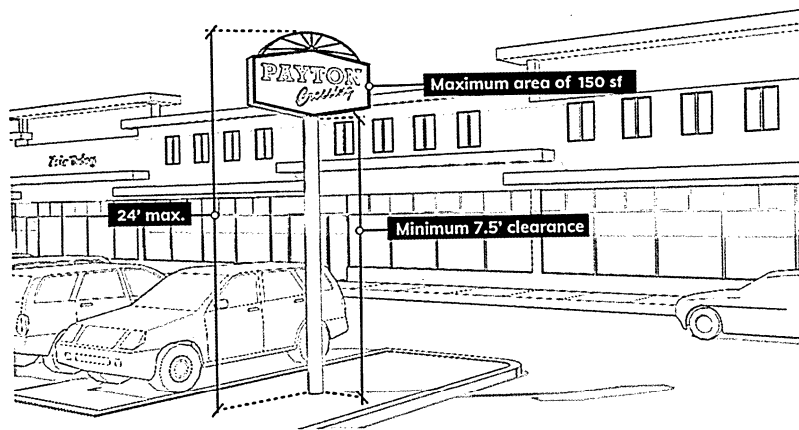
36  
37 (a) Freestanding pylon signs are permitted for nonresidential and  
38 mixed-use development in the nonresidential and SU Districts, with the  
39 exception of the NC and O-1 Districts.  
40

1 (b) Freestanding pylon signs are limited to 150 square feet in area and  
2 24 feet in height, unless located immediately adjacent to or across a right-  
3 of-way from a residential district, in which case they are limited to 60  
4 square feet in area and 16 feet in height.

5  
6 (c) Freestanding pylon signs shall maintain a minimum vertical  
7 clearance of 7.5 feet from the bottom of the sign face to the surface of the  
8 ground below.

9  
10 (d) Freestanding pylon signs may be internally or externally  
11 illuminated. If externally illuminated, the lighting shall be focused on the  
12 sign face.

13  
14 *Freestanding Pylon Sign*



16  
17  
18 (4) Multi-Tenant Commercial Center Sign.

19  
20 The following standards apply to multi-tenant commercial center signs. Multi-  
21 tenant commercial centers of five or more acres are also required to submit a  
22 unified sign plan per the standards of Section 156.09.

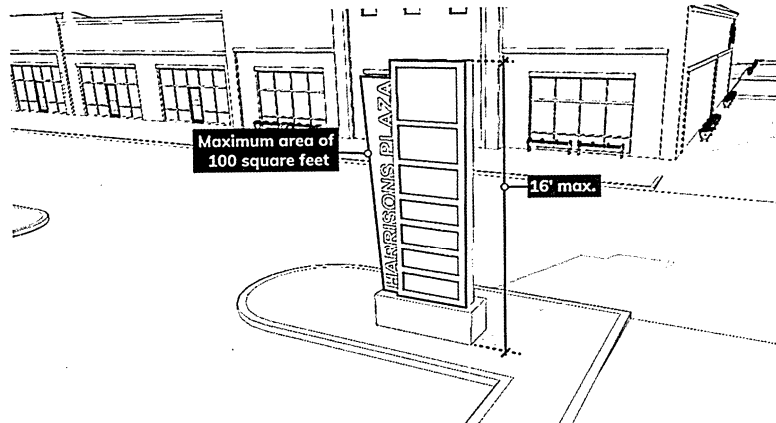
23  
24 (a) Multi-tenant commercial center signs are permitted for multi-tenant  
25 commercial centers in any district. A multi-tenant commercial center is a  
26 commercial development under unified control consisting of three or more  
27 separate commercial establishments sharing a common building, or which  
28 are in separate buildings sharing a common access/entranceway or  
29 parking area. For the purposes of this regulation, a multi-tenant  
30 development comprising separate lots of record, including any out-lot  
31 parcels, is considered one lot.

32  
33 (b) Multi-tenant commercial centers are permitted one sign per street  
34 upon which the commercial center has frontage of 100 feet or more. No  
35 street frontage may have more than one multi-tenant commercial center  
36 sign.

37  
38 (c) Multi-tenant commercial center signs shall be constructed as  
39 freestanding monument signs.  
40

1 (d) Multi-tenant commercial center signs are limited to 100 square feet  
2 in area and 16 feet in height.  
3  
4

5 *Multi-Tenant Commercial Center Sign*



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7  
8 (5) Residential Subdivision Sign.

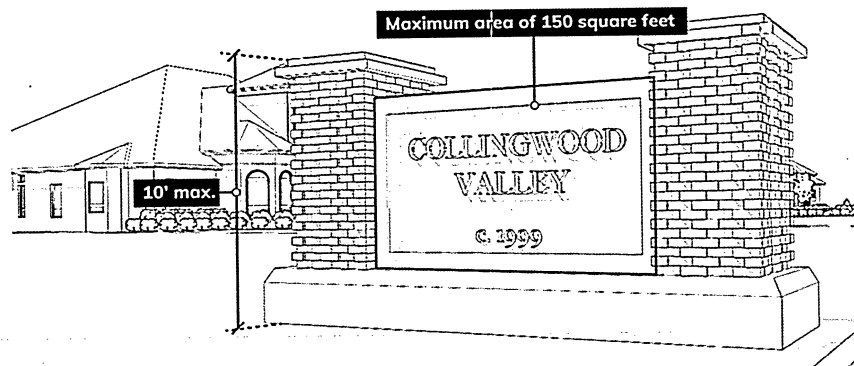
9 (a) Residential subdivision signs are permitted for residential  
10 subdivisions in all districts.  
11

12 (b) One residential subdivision sign is permitted for each entry point  
13 into the subdivision development. A minimum separation of 200 feet is  
14 required between signs.  
15

16 (c) Residential subdivision signs shall be constructed as freestanding  
17 monument signs, or mounted on/integrated into entry features such as  
18 decorative or retaining walls.  
19

20 (d) Residential subdivision signs are limited to 150 square feet in area  
21 and ten feet in height.  
22

23 *Residential Subdivision Sign*



24  
25  
26  
27 (G) Marquee Sign.

28 (1) Marquee signs are permitted for nonresidential and mixed-use  
29  
30

development in the C-1, C-2, O-1, M-1, and SU Districts.

(2) Marquee signs shall be supported solely by the building to which they are attached. No exterior columns or posts are permitted as supports.

(3) The roof of a marquee sign may not be used for any purpose other than to form and constitute a roof and shall be constructed of noncombustible material.

(4) Water from the roof of a marquee may not drain, drip, or flow directly onto the surface of a public right-of-way. Sufficient downspouts, drains, and gutters shall be installed as part of each marquee to prevent water from the roof of the sign from flowing onto the surface of a public right-of-way.

(5) Marquee signs shall be erected over a building entrance, and are limited to the width of the building entrance, plus an additional five feet on each side of the entrance doors.

(6) A marquee sign shall maintain a minimum vertical clearance of ten feet from the surface above which it is mounted. The roof of a marquee sign shall not extend above any second-story windowsills, and shall not conceal or obscure any significant architectural features or ornamentation of the building to which it is mounted.

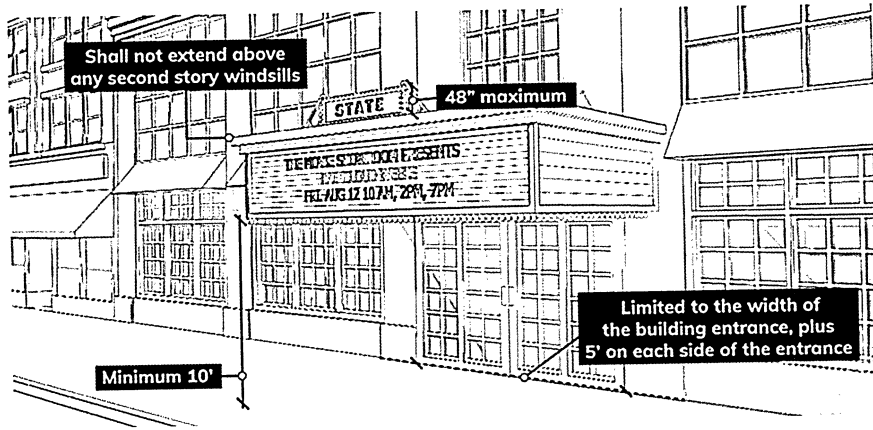
(7) Marquee signs may encroach into a public right-of-way, but shall be located a minimum of two feet from any curb line.

(8) Marquee signs are permitted lettering attached to and located above the roof of the sign to a maximum height of 48 inches.

(9) Marquee signs are permitted an electronic message component, subject to the standards of Section 156.08.D for such signs. Marquee signs are also permitted a changeable message board as a component of the marquee structure. However, the marquee sign may include only one of these two components, not both.

(10) Marquee signs may be internally or externally illuminated. If externally illuminated, the lighting shall be focused on the sign face.

*Marquee Sign*



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(H) Right-of-Way Sign.

Right-of-Way Signs are permitted as temporary signs, subject to the standards below.

(1) Right-of-Way Display Permit Required.

It is unlawful for any person other than a City employee to place a sign in the public right-of-way without a valid Right-of-Way Display Permit. An individual may apply for either a Weekend Right-of-Way Display Permit or a 60-Day Right-of-Way Display Permit. An individual may only have one active Right-of-Way Display Permit at a time.

(a) Weekend Right-of-Way Display Period

1. Temporary signs may be posted on the weekends from Friday at 12:00 noon through Monday at 12:00 noon local time.
2. A maximum of 50 individual signs may be posted.
3. A Weekend Right-of-Way Display Permit is valid for all weekends during one calendar month.
4. No more than 12 Weekend Right-of-Way Display Permits may be issued to any person within a 12 month period.
5. A person may apply for up to four consecutive calendar months in advance for a Weekend Right-of-Way Display Permit.

(b) 60-Day Display Period

1. Temporary signs may be posted in the right-of-way for up to 60 consecutive calendar days.
2. No more than three 60-Day Right-of-Way Display Permits may be issued to any person within a twelve month period
3. A maximum of 50 individual signs may be posted.

1 (2) Sign Standards.

2  
3 Temporary signs displayed in the public right-of-way in accordance with a validly  
4 issued Right-of-Way Display Permit pursuant to this Chapter shall conform with  
5 all of the following:

6  
7 (a) Signs may be a maximum of eight square feet in sign area and  
8 three feet in height.

9  
10 (b) All signs shall be constructed of semi-durable materials, such as  
11 but not limited to corrugated plastic, vinyl, acrylic, or similar and must be  
12 anchored to the extent possible to prevent movement of the sign.  
13 Anchoring of the sign may not be permanent in nature and shall not  
14 damage the property upon which it is placed.

15  
16 (c) Signs shall not be affixed to or leaned against any street light, utility  
17 pole, traffic signal, fence, or other similar structure in the right-of-way.  
18 Signs shall not be posted in medians, traffic circles, or roundabouts.

19  
20 (d) Signs shall not encroach on or interfere with any vehicular access  
21 point, or pedestrian access point.

22  
23 (e) Permitted signs left in the right-of-way more than 48 hours after  
24 expiration of an applicable permit may be removed by the City.

25  
26 (f) Non-permitted signs or duly-permitted signs placed in the right-of-  
27 way which violate any of the requirements of this Chapter are subject to  
28 removal by the City at the expense of the responsible party.

29  
30 (g) No sign may be placed in the clear-sight triangle area of any  
31 signalized or unsignalized intersection criteria is based on AASHTO's" A  
32 Policy on Geometric Design of Highways and Streets.

33  
34 **156.09 Unified Sign Plan.**

35  
36 (A) General Applicability.

37  
38 (1) A unified sign plan shall be used to coordinate all signs within  
39 developments of significant size, establishing criteria to govern the design and  
40 construction of signs for current and future tenants.

41  
42 (2) In any district, nonresidential and mixed-use development upon which  
43 more than one sign requiring a permit is proposed to be erected may elect or be  
44 required to submit a unified sign plan in accordance with the following:

45  
46 (a) Single-tenant and two-tenant nonresidential or mixed-use  
47 developments of any size, and multi-tenant nonresidential and mixed-use  
48 developments less than five acres in size may submit a unified sign plan  
49 at the option of the applicant.  
50

1 (b) Multi-tenant nonresidential and mixed-use developments, including  
2 multi-tenant commercial centers, are required to submit a unified sign plan  
3 if five acres or more in size.  
4

5 (3) Unified sign plans shall be submitted and approved in accordance with  
6 this section.  
7

8 (B) Applicability to Existing Development.  
9

10 (1) For development existing as of January 1, 2024 that requires a unified  
11 sign plan under the regulations of this section, the property owner may optionally  
12 submit a unified sign plan for approval. Once such unified sign plan is approved  
13 per the process described in this section, it shall be kept on file with the  
14 Department of Development Services and all future signs shall comply with the  
15 approved unified sign plan. If a proposed sign is in compliance with the unified  
16 sign plan, the Director of Development Services or their designee will issue a  
17 sign permit.  
18

19 (2) If a development existing prior to January 1, 2024 that requires a unified  
20 sign plan under the regulations of this section chooses to forego the submission  
21 of a unified sign plan, each future sign installed in the development shall comply  
22 with all standards of this Chapter.  
23

24 (C) Unified Sign Plan Requirements.  
25

26 A unified sign plan shall provide details and specifications to establish a coordinated  
27 and consistent approach to all signs within a development. At a minimum, unified sign  
28 plans shall include the following:  
29

30 (1) A site plan for all lots within the development on which signs will be  
31 located, at a scale of not less than one inch to 100 feet and including the location  
32 of all buildings, parking lots, driveways and landscaped areas. The site plan shall  
33 accurately indicate the number, location, and orientation of all signs for which a  
34 permit is being sought, and the anticipated location of future signs requiring a  
35 permit.  
36

37 (2) A table or tables containing the following:  
38

39 (a) The number and description of all signs within the development for  
40 which a permit is being sought, as well as future signs requiring a permit.  
41

42 (b) Computation of the maximum total sign area and number of signs  
43 permitted on the development site by this code.  
44

45 (c) Computation of the total sign area and number of signs being  
46 proposed, including dimensions of individual signs, maximum area, and  
47 maximum height.  
48

49 (3) Specification of standards for consistency among signs within the  
50 development, including color scheme, lettering or graphic style, lighting, typical

1 location of building-mounted signs, materials, and sign proportions.

2  
3 (4) For each sign included in the unified sign plan for which a permit is being  
4 sought, the following shall be required:

5  
6 (a) Sign elevation, including annotated dimensions and description of  
7 sign elements.

8  
9 (b) For building-mounted signs, elevations including the location of  
10 each sign on the building face.

11  
12 (c) Description of illumination proposed for each sign.

13  
14 (D) Approval Procedure.

15  
16 Unified sign plans shall be approved by the Planning and Zoning Board in accordance  
17 with the following:

18  
19 (1) The applicant shall submit a unified sign plan to the Director of  
20 Development Services or their designee, who will review the unified sign plan  
21 and provide comment to the applicant. The applicant may modify the plan or  
22 submit the plan to the Planning and Zoning Board through the City Development  
23 Department. If the unified sign plan has not been modified per the comments of  
24 the Director of Development Services or their designee, a report detailing the  
25 comments will be forwarded to the Planning and Zoning Board with the unified  
26 sign plan.

27  
28 (2) The Planning and Zoning Board will review the unified sign plan at a public  
29 meeting. The Board will approve, approve with conditions, or deny the unified  
30 sign plan.

31  
32 (3) If the unified sign plan is approved with conditions, the plan shall be  
33 revised to comply with such conditions and be submitted to the Director of  
34 Development Services or their designee, who will verify that the revised unified  
35 sign plan complies with all required conditions.

36  
37 (4) If the unified sign plan is denied by the Planning and Zoning Board, the  
38 applicant may choose to submit a new unified sign plan or appeal the decision to  
39 the Governing Body.

40  
41 (5) Approved unified sign plans will be kept on file with the Director of  
42 Development Services. Following approval, no permanent sign shall be erected,  
43 placed or maintained except in conformance with the unified sign plan. If a  
44 proposed sign is in compliance with the unified sign plan, the Director of  
45 Development Services or their designee will approve the application through the  
46 standard permit process.

47  
48 (E) Amendments to Unified Sign Plans.

49  
50 (1) The Director of Development Services or their designee may approve

1 minor modifications to an approved unified sign plan, including modifications to  
2 sign dimensions of 10% or less, and relocation of a sign or signs to respond to  
3 final site engineering or building construction issues such as topography,  
4 drainage, underground utilities, structural safety, or pedestrian and vehicular  
5 circulation, when such relocation is deemed to maintain general compliance with  
6 the approved unified sign plan.

7  
8 (2) Any modification not considered a minor modification requires resubmittal  
9 of a unified sign plan to be approved by the Planning and Zoning Board.

10  
11 (F) Flexibility for Unique Properties, Buildings, and Sign Designs.

12  
13 The unified sign plan may provide flexibility for properties that contain unique elements  
14 or requirements, such as those that may need more signage than is otherwise allowed  
15 (in size or in quantity), those that may require additional signage due to a unique  
16 orientation – such as adjacency to a major thoroughfare, or those that wish to include  
17 unique design elements such as signs with sculptural or placemaking features.

18  
19 (1) A unified sign plan may be approved by the Planning and Zoning Board  
20 with elements that exceed the permitted height, area, and/or number of signs  
21 specified in this Chapter with the recommendation of the Director of Development  
22 Services or their designee. Such recommendation shall be based on findings in  
23 accordance with the following:

24  
25 (a) The development contains unique or unusual physical  
26 characteristics such as topography, proportion, size or relation to a public  
27 street that would limit or restrict normal sign visibility.

28  
29 (b) The development exhibits unique characteristics of land use,  
30 architectural style, site location, physical scale, historical interest, or other  
31 distinguishing features that represent clear variation from conventional  
32 development.

33  
34 (c) The proposed signage incorporates special design features such as  
35 sculptural or placemaking elements, or logos, emblems, murals, or  
36 statuary that are integrated with the building architecture.

37  
38 (2) A recommendation to approve a unified sign plan with elements that  
39 exceed the standards of this Chapter shall be forwarded from the Director of  
40 Development Services or their designee to the Planning and Zoning Board with  
41 the unified sign plan per the requirements of Section 156.09.D.

42  
43 **156.10 Nonconforming Signs.**

44  
45 (A) A nonconforming permanent sign and sign structure may remain in use so long  
46 as it remains otherwise lawful and has not been damaged or destroyed to the extent of  
47 more than 50% of its value. A nonconforming permanent sign and sign structure that is  
48 damaged or destroyed to the extent of 50% or more of its value shall not be restored or  
49 repaired unless it conforms to all applicable regulations of this Code.

1 (B) Sign value, for the purposes of item A above, is determined by comparing a  
2 repair cost estimate of the damaged sign with an estimate of the cost of a new, identical  
3 sign. Sign owners shall supply such estimates to the Director of Development Services  
4 or their designee.

5  
6 (C) Once a nonconforming sign and/or sign structure has been removed, it shall not  
7 be restored or repaired unless it conforms to all applicable regulations of this Code.

8  
9 (D) All temporary nonconforming signs shall be removed or brought into  
10 conformance within 60 days of the effective date of this Code.

11  
12 (E) The sign face of an existing nonconforming permanent sign may be replaced, but  
13 the structure shall not be altered to accommodate such change.

14  
15 (F) No nonconforming sign and sign structure may be relocated, in whole or in part,  
16 to any other location on the same or another lot, unless the entire sign and sign  
17 structure conforms to all regulations applicable to the lot where the sign is relocated.

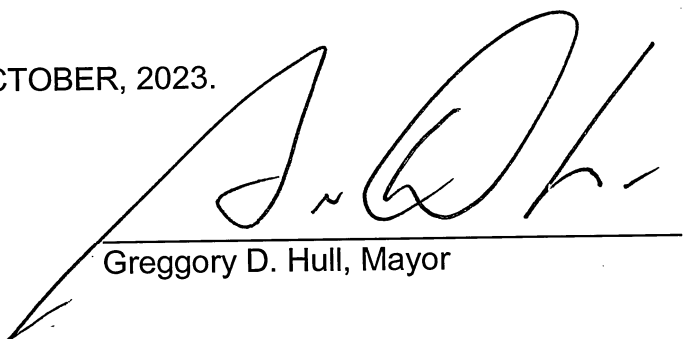
18  
19 (G) No nonconforming sign shall be altered or enlarged in a way that increases the  
20 nonconformity of the sign or sign structure. This does not include normal maintenance  
21 and cleaning, or changing of the sign face.

22  
23 **Section 2. Severability Clause.** If any section, paragraph, clause, or provision of  
24 this Ordinance, or any section, paragraph, clause, or provision of any regulation  
25 promulgated hereunder shall for any reason be held to be invalid, unlawful, or  
26 enforceable, the invalidity, illegality, or unenforceability of such section, paragraph,  
27 clause, or provision shall not affect the validity of the remaining portions of this  
28 Ordinance or the regulation so challenged.


29  
30 **Section 3. Compiling Clause.** This Ordinance shall be incorporated in and compiled  
31 as part of the Revised Ordinances of the City of Rio Rancho, (R.O. 2003).

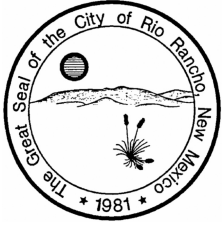
32  
33 **Section 4. Effective Date.** This Ordinance shall become effective January 1, 2024.

34  
35  
36 ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47  
48  
  
Greggory D. Hull, Mayor

ATTEST:

  
Rebecca A. Martinez, City Clerk  
(SEAL)



## CITY OF RIO RANCHO COVER PAGE

**Legislation Item: O23**

**AGENDA DATE:**  
October 26, 2023

**DEPARTMENT:**  
Administration

**SUBJECT:**  
O23, Ordinance Granting Vexus Fiber, LLC, a Non-Exclusive Franchise to Operate a Telecommunications Network Within the City Limits by Utilizing Public Places Via the Payment of Franchise Fees for a Period of 10 Years

### **BACKGROUND AND ANALYSIS:**

Second reading of an Ordinance. The Governing Body approved the first reading of the Ordinance at their October 12, 2023 meeting.

Vexus Fiber, LLC, desires to obtain a franchise to operate a telecommunications network within the City limits by utilizing certain public places (e.g., streets, alleys, easements, open areas, public ways and public places) via the payment of franchise fees for a period of 10 years.

Vexus Fiber is a fiber optic telecommunications company providing high-speed fiber internet, IP television and digital telephone services for residential and business customers. Vexus Fiber has a long history of providing services to cities including Lubbock, Abilene, Amarillo, Wichita Falls, and most recently, Albuquerque.

Vexus Fiber seeks to connect the local community by operating a telecommunications network that can provide greater bandwidth to meet the City's growing need for internet services.

City staff has negotiated and worked with Vexus Fiber regarding the creation and operation of its franchise, where applicable. Vexus Fiber and the City agree that relevant laws have been followed and adhered to in negotiating the franchise. Staff has reviewed relevant information and has made the assessment that there is no basis to deny the franchise request.

The Franchise Ordinance is substantially similar to the cable television system franchise granted by the City to another telecommunications provider earlier this year. The franchise is non-exclusive and provides a mechanism for a telecommunications system connection for the City government center, each public school, each fire station, and each police station under certain conditions. The maximum allowable fee of 5 percent of gross revenue derived from telecommunications system services is assessed for use of public places. The Franchise Ordinance allows all of the fee revenue received by the City to flow into the General Fund.

If adopted during the Second Reading, the Ordinance will become effective thirty (30) days later, during which time the full Ordinance shall be published twice, not less than seven (7) days apart. Within this time period, a petition objecting the Ordinance, and containing signatures of at least twenty (20) percent of those who voted at the least regular municipal election, can be submitted to the Governing Body, pursuant to State law, 3-42-1 NMSA 1978. Legal notification of the second

reading of the Ordinance was published in the October 19, 2023 edition of the Albuquerque Journal.

**IMPACT:**

Approval of the Franchise Ordinance will help to facilitate options for citizens related to their internet service, and it will generate revenue for the City that will be used to fund and provide a variety of public services through the City's General Fund.

Approval of the Ordinance does not prohibit another telecommunications provider's potential deployment of a telecommunications network and other services in Rio Rancho, should they desire to do so.

**ALTERNATIVES:**

Approve the Ordinance.

Do not approve the Ordinance; however, staff has made an assessment that there is no basis for denial.

**DEPARTMENT RECOMMENDATION:**

City staff recommends approval of the Ordinance as presented.

ATTACHMENT: [Ordinance](#)

ATTACHMENT: [O23 - Signed](#)



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO.**

**ENACTMENT NO.**

1 **ORDINANCE GRANTING TO VEXUS FIBER, LLC, A DELAWARE LIMITED LIABILITY**  
2 **COMPANY, FOR A PERIOD OF TEN (10) YEARS FROM AND AFTER THE PASSAGE,**  
3 **ACCEPTANCE AND EFFECTIVE DATE OF THIS ORDINANCE, THE NONEXCLUSIVE**  
4 **RIGHT, PRIVILEGE, PERMIT AND FRANCHISE TO CONSTRUCT, OPERATE AND**  
5 **MAINTAIN A FIBER OPTIC TELECOMMUNICATIONS NETWORK IN, UPON, ALONG,**  
6 **ACROSS, ABOVE, OVER, AND UNDER STREETS, ALLEYS, EASEMENTS, OPEN**  
7 **AREAS, PUBLIC WAYS AND PUBLIC PLACES, NOW LAID OUT OR DEDICATED,**  
8 **AND ALL EXTENSIONS THEREOF AND ADDITIONS THERETO, IN THE CITY OF RIO**  
9 **RANCHO, PROVIDING TERMS AND CONDITIONS FOR THE OPERATION OF SUCH**  
10 **FIBER OPTIC TELECOMMUNICATIONS NETWORK AND THE PAYMENT OF FEES**  
11 **THEREFORE**

12  
13 **WHEREAS:** Vexus Fiber, LLC, a Delaware limited liability company (“Vexus”), Vexus  
14 has formally notified the City that it desires a non-exclusive franchise to  
15 operate a fiber optic telecommunications network and other services within  
16 the City limits; and

17  
18 **WHEREAS:** City staff has negotiated and worked with Vexus regarding its franchise  
19 request, where applicable; and

20  
21 **WHEREAS:** approval of the franchise helps to facilitate options for citizens related to  
22 their telecommunications service, and generates revenue for the City that  
23 is used to provide a variety of public services.

24  
25 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
26 **RIO RANCHO:**

27  
28 **Section 1. FINDINGS.** The Governing Body hereby finds:

29  
30 (A) The City is authorized to grant and renew franchises for the installation, operation  
31 and maintenance of fiber optic telecommunications networks within the City.

32  
33 (B) The City has endeavored to identify the future telecommunications-related needs  
34 and interests of the community; to consider the financial, technical, and legal  
35 qualifications of Vexus; and to determine whether plans for upgrading and operating its  
36 system are adequate.

37  
38 (C) The City has relied on Vexus’ written representations and has considered all of the  
39 information Vexus has presented in making its determination.

40  
41 (D) The City, having considered the interests proposed and advanced, has found that  
42 the grant of the franchise requested, subject to conditions, is in the public interest and  
43 hereby grants a franchise to Vexus as follows:  
44

1 **Section 2. DEFINITIONS.**

2 References to any City official or City office also refer to any official or office that succeeds  
3 to any or all of the responsibilities of the named official, whether by succession or  
4 otherwise. In addition, the following definitions shall apply:

5  
6 **AFFILIATE.** When used in connection with Franchisee, means any Person who owns  
7 or controls, is owned or controlled by, or is under common ownership or control with the  
8 Franchisee.

9  
10 **APPLICABLE LAW.** References to laws or "applicable laws" in this Franchise include  
11 federal, state and local laws (and regulations lawfully adopted pursuant to those laws)  
12 now in effect, and to amended or new federal and state laws lawfully enacted.

13  
14 **TELECOMMUNICATIONS ORDINANCE.** Has the same meaning as "Franchise".

15  
16 **CITY.** The City of Rio Rancho; when used to describe a geographic area, the term refers  
17 to the boundaries of the City of Rio Rancho, New Mexico, as they exist now or may exist  
18 in the future.

19  
20 **CITY COUNCIL.** The Rio Rancho Governing Body, or its successor, the Governing Body  
21 of the City.

22  
23 **DWELLING UNIT.** The definition of "Dwelling Unit" shall be consistent and match the  
24 definition as cited in Rio Rancho Municipal Code Section 150.25(B).

25  
26 **FCC.** The Federal Communications Commission.

27  
28 **FRANCHISE.** This document, i.e., this Ordinance and, upon the written unconditional and  
29 acknowledged acceptance by the Franchisee, a contractual agreement, executed  
30 between the City and the Franchisee, containing the specific provisions of the  
31 authorization granted, including references, specifications, requirements and other  
32 related matters. This Franchise, however, is not and shall not for any purpose be  
33 considered to be a cable television franchise, nor shall it be construed as a cable  
34 television franchise, and no terms used herein shall be construed as relating to a cable  
35 television system or cable television service, or the like.

36  
37 **FRANCHISE AREA.** All parts of the City now existing and hereafter annexed.

38  
39 **FRANCHISEE.** Vexus Fiber, LLC, a Delaware limited liability company and its lawful and  
40 permitted successors, assigns and transferees.

41  
42 **GROSS REVENUE.**

43 (1) Includes all revenues derived directly or indirectly by a Provider from or in  
44 connection with the Telecommunications Services offered within the City through  
45 or by means of a Telecommunications Network within the City, exclusive of any  
46 Franchise Fee or tax passed through to consumers on behalf of governmental  
47 agencies, received by the Provider for services provided to customers through use  
48 of the Network. Gross Revenue shall include any revenue received by a Provider  
49 or any Affiliate through any means that is intended to have the effect of evading  
50 the payment of compensation that would otherwise be paid to the City for

1 Franchise Contract granted pursuant to this ordinance.

2  
3 (2) Gross Revenue shall not include (i) proceeds from the sale of bonds,  
4 mortgages, or other evidence of indebtedness, securities, or stocks; or (ii) gross  
5 receipts taxes, bad debt write-offs, and customer credits; or (iii) revenue of any  
6 Affiliate or Provider from long distance service, commercial mobile radio service,  
7 cellular, personal communications service, other wireless communications service,  
8 or directory advertising. Each of the above are not included in the definition of  
9 Gross Revenue and, therefore, are not included in the calculation of any fee due  
10 under a Franchise.

11  
12 (3) Gross Revenue shall not include the wholesale revenue of any Provider to the  
13 extent that the Person providing such wholesale revenue to the Provider pays to  
14 the City, pursuant to an agreement with the City, an annual Franchise Fee, or an  
15 amount equivalent thereto, calculated on the basis of such Person's Gross  
16 Revenue (as defined in this ordinance) from the provision of Telecommunications  
17 Service in the City.

18  
19 (4) Gross Revenue shall be measured and monitored periodically.

20  
21 **ORDINANCE.** Has the same meaning as “Franchise”.

22  
23 **PERSON.** An individual or a corporation, trust, partnership, limited liability company, or  
24 other entity recognized by law.

25  
26 **PUBLIC RIGHTS-OF-WAY.** The surface of and the space above and below any street,  
27 road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, or right-of way  
28 or easement dedicated to compatible uses, now or hereafter existing within the City which  
29 may be properly used for the purpose of installing, maintaining, and operating the  
30 Telecommunications System; and any other property that the Franchisee is entitled by  
31 state or federal law to use by virtue of the grant of this Franchise.

32  
33 **STANDARD DROP.** An aerial or underground connection extending no more than 125  
34 feet from the potential Subscriber's demarcation point to the nearest point of subscriber  
35 distribution on the Telecommunications Network from which Telecommunications Service  
36 is provided to that subscriber.

37  
38 **SUBSCRIBER.** The City or any person who lawfully is receiving Telecommunications  
39 Service from a Franchisee and does not further distribute such service except as  
40 permitted by Franchisee.

41  
42 **SUBSCRIBER NETWORK.** The fibers and the equipment and other components that are  
43 used in the provision of Telecommunications Service to subscribers.

44  
45 **SYSTEM HUB.** A facility for signal interfacing between the Telecommunications Network  
46 and supporting networks.

47  
48 **TELECOMMUNICATIONS NETWORK** Any System which includes facilities and/or  
49 equipment placed in the Public Rights-of-Way and used to provide any  
50 Telecommunications Service.

1  
2 TELECOMMUNICATIONS. This means the transmission, between or among points  
3 specified by the user, of information of the user's choosing, without change in the form or  
4 content of the information as sent and received.

5  
6 TELECOMMUNICATIONS PROVIDER ("Provider") means:

7 (1) Any Person who provides any Telecommunications Service within the City by  
8 means of: (i) a Telecommunications Network owned by such Person or its Affiliate;  
9 (ii) specifically identifiable facilities of a Telecommunications Network reserved or  
10 made available for the use of such Person or its Affiliate under a lease or any other  
11 arrangement for a term longer than 120 days; or (iii) facilities of a  
12 Telecommunications Network not owned by such Person or its Affiliate and not  
13 specifically identifiable but obtained from another Person (including another  
14 Provider) if the use of such facilities is continuing and substantial. A Person owning  
15 or operating telecommunications facilities that merely pass through the City and  
16 such Person and facilities do not offer Telecommunications Service to subscribers  
17 within the City shall not be subject to this ordinance, provided that Person has  
18 received other appropriate authorization from the City to rent or occupy the Public  
19 Rights-of-Way.

20  
21 (2) Except to the extent that a Provider or a Person uses the Public Rights-of-Way,  
22 a Provider or any Person which provides commercial mobile radio service, cellular,  
23 personal communications service, or other wireless communications service shall  
24 not be subject to this ordinance with respect to such service.

25  
26 TELECOMMUNICATIONS SERVICE. This means the offering of Telecommunications  
27 for a fee directly to the public, or to such classes of users as to be effectively available  
28 directly to the public, regardless of the facilities used.

29  
30 TELECOMMUNICATIONS SYSTEM. See Telecommunications Network.

31  
32 **Section 3. GRANT OF FRANCHISE; LIMITS AND RESERVATIONS.**

33 (A) Grant, Term and Effective Date.

34  
35 The City hereby grants to the Franchisee, a non-exclusive right, privilege, permit and  
36 franchise to construct, operate, and maintain a Telecommunications System in, upon,  
37 across, above, over and under, streets, alleys, easements, open areas, public ways, and  
38 public places now laid out or dedicated in the City and upon annexation of any territory to  
39 the City, this Franchise shall extend to the territory so annexed, commencing on the  
40 effective date of the Franchise and extending for ten (10) years unless earlier terminated  
41 in accordance with this Franchise or applicable law. The Franchise and its terms and  
42 provisions shall be unconditionally adopted by written instrument executed and  
43 acknowledged by the appropriate officials of the City and delivered to the Franchisee  
44 which shall accept same not later than thirty (30) days after receiving it by acknowledging  
45 the Franchisee's acceptance in writing. The date of the Franchisee's acceptance shall be  
46 the effective date of the Franchise.

47  
48 (B) Surrender.

49  
50 Franchisee may surrender this Franchise at any time upon filing with the City a written

1 notice of its intention so to do, at least six (6) months before the surrender date. All the  
2 rights and privileges and all of the obligations, duties, and liability of Franchisee under  
3 this Ordinance, except as to the extent previously accrued hereunder, shall terminate on  
4 the surrender date specified in such notice.

5  
6 (C) Relation to Other Provisions of Law.

7  
8 (1) The Franchise issued by the City is subject to Applicable Law. This  
9 Franchise does not confer any rights upon the Franchisee other than as expressly  
10 provided herein, nor pass rights by implication except those that may otherwise  
11 vest pursuant to governing law. The Franchise does not convey title, equitable or  
12 legal, in the Public Rights-of-Way or public property. Nothing in this Franchise shall  
13 be deemed to waive the right of the Franchisee to offer such other services as may  
14 be permitted by Applicable Law.

15  
16 (2) This Franchise and all rights granted under the Franchise are subject to the  
17 lawful and non-discriminatory or arbitrary exercise of the police powers the City  
18 now has or may later obtain, including but not limited to the power of eminent  
19 domain; and are further subject to the exercise of the City's rights as a property  
20 owner under state and federal laws. Except as expressly set forth herein, neither  
21 the granting of this Franchise or any provision herein shall constitute a waiver or  
22 bar to the exercise of any governmental right or power of the City, including without  
23 limitation the right of eminent domain, and the right to grant additional fiber optic  
24 system franchises. However, once effective, this Franchise is a contract and  
25 except as to those changes which are the result of the City's lawful and necessary  
26 exercise of police powers, neither party may take any unilateral action which  
27 changes the explicit mutual promises.

28  
29 (3) The Franchise issued and the franchise fees paid hereunder are not in lieu  
30 of any other required generally applicable permit, authorization, fee, charge or tax.  
31 Without limiting the foregoing, the City, among other things, does not waive the  
32 requirements of, or the Franchisee's duty to obtain, all applicable permits, and to  
33 comply with the conditions thereof; to comply with zoning laws; or to comply with  
34 any generally applicable codes, ordinances and regulations governing the  
35 construction of the Telecommunications System.

36  
37 (D) No Recourse.

38  
39 Without limiting such immunities as the City or other persons may have under applicable  
40 law, Franchisee shall have no monetary recourse whatsoever against the City or its  
41 officials, boards, commissions, agents, volunteers, or employees for any loss, costs,  
42 expense or damage arising out of any provision or requirement of this Franchise or  
43 because of the enforcement of this Franchise or other applicable law, unless the same  
44 shall be caused by criminal acts or by willful or gross negligence.

45  
46 (E) Effect of Change in Law.

47  
48 In the event that state or federal laws, rules, or regulations preempt a provision or limit  
49 the enforceability of a provision of this franchise, then the provision shall be read to be  
50 preempted or limited to the extent and for the time, but only to the extent and for the time,

1 that such laws, rules or regulations validly acted to preempt or limit such provision. In the  
2 event such state or federal law, rule, or regulation is subsequently repealed, rescinded,  
3 amended, or otherwise changed, so that the provision hereof that had been preempted  
4 or limited is no longer so affected, such provision shall thereupon return to full force and  
5 effect and shall thereafter be binding on the parties hereto, without the requirement of  
6 further action on the part of the affected party.  
7

8 **Section 4. RENEWAL PROCEDURES.**

9 The Parties agree that renewal of this Franchise will be guided by and comply with the  
10 provisions provided on Exhibit "A" attached hereto and incorporated herein by this  
11 reference.  
12

13 **Section 5. TRANSFERS.**

14 (A) The Telecommunications System and this Franchise shall not be sold, assigned,  
15 transferred, leased or disposed of, either in whole or in part, either by involuntary sale or  
16 by voluntary sale, merger or consolidation; nor shall title thereto either legal or equitable,  
17 or any right, interest or property therein pass to or vest in any Person without the prior  
18 written consent of the City, which consent shall not be unreasonably withheld. Such  
19 consent shall not be deemed to waive any rights of the City to subsequently enforce this  
20 provision, or to enforce any other provision of this Franchise.  
21

22 (B) The Franchisee shall promptly notify the City of any actual or proposed sale,  
23 change in, transfer of, or acquisition by any other party, of control of the Franchisee. The  
24 word "control" as used herein is not limited to majority stock ownership but includes actual  
25 working control in whatever manner exercised. Every change, transfer or acquisition of  
26 control of the Franchisee shall make this Franchise subject to cancellation unless and  
27 until the City shall have expressly consented in writing thereto. Such consent shall not be  
28 deemed to waive any rights of the City to subsequently enforce noncompliance issues  
29 relating to this Franchise.  
30

31 (C) Prior to any such sale, transfer or change in control of the Telecommunications  
32 System, the Franchisee shall make a written request to the City for its approval of a sale  
33 or transfer or change in control and shall furnish therewith all information required by law.  
34

35 (D) In seeking the City's consent to any change in ownership or control, the proposed  
36 transferee or new controlling Person shall indicate whether it or any of its management  
37 officers or directors:  
38

39 (1) Has or have ever been convicted, pleaded guilty or nolo contendere, or held  
40 liable for acts involving deceit including any violation of federal, State or local law  
41 or regulations or is currently under an indictment, investigation or complaint  
42 charging such acts;  
43

44 (2) Has or have ever had a judgment in an action for fraud, deceit or  
45 misrepresentation entered against it by any court;  
46

47 (3) Has or have pending any material legal claim, lawsuit or administrative  
48 proceeding arising out of or involving a Telecommunications System;  
49

50 (4) Has the financial, legal and technical capability to enable it to maintain and

1 operate the Telecommunications System consistent with all of the terms and  
2 requirements of this Franchise for the remaining term of the Franchise.

- 3
- 4 (E) The City shall act on the request within one hundred twenty (120) days of the  
5 Franchisee's submission of a complete application with all information required  
6 herein. Subject to the foregoing, if the City fails to render a final decision on the  
7 request within one hundred twenty (120) days thereafter, such request shall be  
8 deemed granted unless the requesting party and the City agree to an extension of  
9 time.
- 10
- 11 (F) Within thirty (30) days of any transfer, sale or change in control, if approved or  
12 deemed approved by the City, the Franchisee shall file with the City a copy of the  
13 deed, agreement, lease or other written instrument evidencing such sale or  
14 transfer of ownership or change in control, certified and sworn to as correct by the  
15 Franchisee and the transferee or new controlling Person. In case of a sale or  
16 transfer of ownership, the transferee shall file its written acceptance agreeing to  
17 be bound by all of the provisions of this Franchise, subject to applicable law. In the  
18 event of a change in control in which the Franchisee is not replaced by another  
19 entity, the Franchisee will continue to be bound by all of the provisions of this  
20 Franchise.
- 21
- 22 (G) In reviewing a request for sale or transfer or change in control, the City may inquire  
23 into the legal, technical and financial qualifications of the prospective controlling  
24 party or transferee, and the Franchisee shall assist the City in so inquiring;  
25 however, any inquiry shall not serve to extend the one hundred twenty (120) day  
26 review period referenced in subsection E.
- 27
- 28 (H) Notwithstanding anything to the contrary in this subsection, the prior approval of  
29 the City shall not be required for any sale, assignment or transfer of the Franchise  
30 or Telecommunications System to an intra-company Affiliate; provided that the  
31 proposed assignee or transferee must show financial responsibility as is  
32 satisfactory to the City and must agree in writing to comply with all of the provisions  
33 of this Franchise. Further, the Franchisee may pledge the assets of the  
34 Telecommunications System for the purpose of financing without the consent of  
35 the City; provided that such pledge of assets shall not impair the Franchisee's  
36 responsibilities and capabilities to meet all of its obligations under the provisions  
37 of this Franchise.

38

39 **Section 6. FRANCHISE FEE.**

- 40 (A) Payment to the City.

41

42 The Franchisee shall pay the City a franchise fee in an amount equal to five percent (5%)  
43 of Gross Revenues. The balance shall be deposited into the general fund or other fund(s)  
44 as designated by the City Council.

- 45
- 46 (B) GAAP (General Acceptable Accounting Principles) Applies.

47

48 Records of Telecommunications System revenues and expenses shall be kept in  
49 accordance with GAAP. Any disputes related to underpayment of franchise fees will be  
50 resolved with reference to GAAP.

1  
2 (C) Not in Lieu of any other Assessments, Tax or Fee.

3  
4 The franchise fee is in addition to all other generally applicable fees, assessments, taxes  
5 or payments that the Franchisee may be required to pay under any federal, state, or local  
6 law.

7  
8 (D) Payments.

9  
10 Franchise fees shall be paid quarterly commencing thirty (30) days after the end of each  
11 calendar quarter.

12  
13 (E) No Accord or Satisfaction.

14  
15 In accordance with the appropriate statute of limitations, no acceptance of any payment  
16 by the City required by this Franchise shall be construed as a release or an accord and  
17 satisfaction of any claim the City may have for further or additional sums payable as a  
18 franchise fee or for the performance of any other obligation of the Franchisee.

19  
20 (F) Monitoring Audits.

21  
22 The City may conduct an independent audit of the Franchisee's records reasonably  
23 related to the enforcement of this Franchise. If the audit shows that franchise fee  
24 payments have been underpaid by five percent (5%) or more, the Franchisee shall pay  
25 the total cost of the audit, such cost not to exceed fifteen thousand dollars (\$15,000) along  
26 with all unpaid franchise fee payments shown thereby, within forty-five (45) days following  
27 completion of the audit. The City shall have the right to conduct such audits as the City  
28 deems necessary, though no more frequently than once per calendar year, upon thirty  
29 (30) days' prior written notice to the Franchisee.

30  
31 (G) Consumer Disclosure.

32  
33 The amount of a Subscriber's total bill assessed as a Franchise Fee may be listed as a  
34 separate line item.

35  
36 **Section 7. CONSTRUCTION.**

37 (A) All work Subject to City Laws and Regulations.

38 The construction, operation, and repair of the Telecommunications System shall be  
39 performed in compliance with all laws, ordinances, resolutions, departmental rules,  
40 regulations, written policies, and practices affecting such system. Persons engaged in the  
41 construction, operation, or repair of the Telecommunications System shall exercise  
42 reasonable care in the performance of all their activities and shall use commonly accepted  
43 methods and devices for preventing failures and accidents that are likely to cause  
44 damage, injury, or nuisance to the public or to property.

45  
46 (B) Permits.

47  
48 All work performed will be performed in strict accordance with the conditions of the  
49 appropriate City permits. City will not unreasonably withhold granting of permits. Upon  
50 order of the City, any work and/or construction undertaken that is not completed in

1 compliance with the City's requirements, or which is installed without obtaining necessary  
2 permits and approvals shall be removed in accordance with the reasonable time line set  
3 forth by the City, unless the Franchisee receives the necessary permits and approvals  
4 and/or corrects the non-compliant work or construction.

5  
6 (C) Safety Codes.

7  
8 Without limiting the foregoing, the installation, construction, operation and maintenance  
9 of the Telecommunications System shall be in accordance with the requirements of the  
10 National Electrical Safety Code of the American Insurance Association (successor to  
11 National Board of Fire Underwriters) and all applicable laws, ordinances, rules,  
12 regulations of the State and of the City affecting electrical installations and buildings in  
13 effect at the time of such installation. All structures and all lines, equipment, and  
14 connections in, over, under, and upon the streets shall at all times be kept and maintained  
15 in a safe, suitable, substantial condition, and in good order and repair.

16  
17 (D) Installations, Excavations, and Restorations.

18  
19 The City shall have the right to regulate the time, manner and location of facilities in the  
20 Public Rights-of-Way. Without limiting the foregoing, the City may require the Franchisee,  
21 where unreasonable delay in the Franchisee's work will not result, to coordinate its work  
22 with work performed by others in the Public Rights-of-Way so that interference with the  
23 use of the Public Rights of-Way by others, including others that may be installing fiber  
24 optic systems or other communications systems such as but not limited to fiber,  
25 telephone, and cable television, may be minimized. The City may require a person using  
26 the Public Rights-of-Way to cooperate with others through joint trenching and other  
27 arrangements to minimize adverse impacts on the Public Rights-of-Way, subject to the  
28 Franchisee's right to not be unduly delayed in its emergency or planned work. The  
29 Franchisee shall have the right to excavate in, occupy, and use all Public Rights-of-Way  
30 and easements for the purpose of installing, erecting, constructing, repairing, maintaining,  
31 removing, relocating, and operating the Telecommunications System after obtaining any  
32 and all appropriate permits from the City.

33  
34 (E) Employee Identification.

35  
36 Any and all employees performing work on behalf of the Franchisee shall possess at all  
37 times a photo identification badge including a telephone number for verification. The  
38 Franchisee's vehicles shall also be marked with applicable identification.

39  
40 (F) Clean-up and Restoration.

41  
42 After any excavation shall be made and after work is completed, the Franchisee, at the  
43 Franchisee's expense, shall as soon as practicable, weather permitting, remove all  
44 surplus material, and restore the portion of the Public Rights-of-Way to a condition that  
45 reasonably meets or exceeds the pre-excavation condition of such Rights-of-Way, subject  
46 to inspection by the City. Any other affected public or private property shall be restored  
47 to a condition reasonably as good as that which existed prior to the work. If the Franchisee  
48 fails to restore promptly the affected property, including reseeding, then following written  
49 notice to the Franchisee, and reasonable opportunity to cure, the City may make the  
50 restoration in a manner satisfactory to the City, and all costs incurred for such restoration,

1 whether done with the City work forces and equipment or otherwise shall be paid by the  
2 Franchisee.

3  
4 (G) Use of Existing Poles and Conduit.

5  
6 (1) The Franchisee shall utilize existing poles and conduit wherever possible,  
7 subject to the consent of such pole and/or conduit owners. Franchisee shall not  
8 install poles in the Right-of-Way without the permission of the City, which City may  
9 withhold for any or no reason.

10  
11 (2) In areas where either electric or telephone utility wiring is aerial, the  
12 Franchisee may install aerial fiber optic lines, except when a property owner or  
13 resident requests underground installation and agrees to bear the additional cost  
14 in excess of aerial installation.

15  
16 (3) In areas where electric and telephone lines or wires are installed  
17 underground at the time of Telecommunications System construction, or when all  
18 such wiring is subsequently placed underground, all Telecommunications System  
19 lines shall also be placed underground with other wireline service at no expense  
20 to the City or Subscribers unless funding is generally available for such relocation  
21 to all users of the Public Rights-of-Way. All Telecommunications System  
22 equipment, including, but not limited to, pedestals and power supplies, must be  
23 placed in accordance with the City's applicable code requirements and rules. New  
24 drops which are intended to be underground shall be buried within fourteen (14)  
25 business days of placement, weather and ground permitting.

26  
27 (4) In the event that (i) the Franchisee cannot obtain the necessary poles and  
28 related facilities pursuant to a pole attachment agreement, and (ii) the City in its  
29 sole discretion has consented to the installation of a pole, and only in such event,  
30 then it shall be lawful for the Franchisee to make all needed excavations in the  
31 Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing,  
32 and removing poles, supports for wires and conductors, and any other facility  
33 needed for the maintenance or extension of the Franchisee's Telecommunications  
34 System. Any poles of the Franchisee shall be located as designated by the proper  
35 City authorities.

36  
37 (5) This Franchise does not grant, give or convey to the Franchisee the right or  
38 privilege to install its facilities in any manner on specific utility poles or equipment.

39  
40 (6) The Franchisee and the City recognize that situations may occur in the  
41 future where the City may desire to place its own fiber optic lines or conduit. The  
42 Franchisee agrees to cooperate with the City in any construction by the Franchisee  
43 that involves trenching or boring, provided that the City has first notified the  
44 Franchisee in writing that it is interested in sharing the trenches or bores in the  
45 area where the Franchisee's construction is occurring. The Franchisee shall allow  
46 the City to lay City cables and conduits in the Franchisee's trenches and bores,  
47 provided that the City shares in the cost of the trenching and boring on the same  
48 terms and conditions as the Franchisee, and that the City agrees not to use such  
49 cables and conduits laid in the Franchisee's trenches and bores to provide  
50 commercial services competing with those of the Franchisee under this Franchise.

1 The City shall be responsible for maintaining its respective cables and conduits  
2 buried in the Franchisee's trenches and bores under this paragraph.

3  
4 (H) Publicizing proposed Construction Work.

5  
6 The Franchisee will publicize any initial build or any substantial rebuild or upgrade of its  
7 Telecommunications System in each affected neighborhood before commencing that  
8 work by notifying those persons whose property is within three hundred (300) feet of the  
9 work in at least two of the following ways:

- 10  
11 (1) Telephone;  
12 (2) In person;  
13 (3) By mail;  
14 (4) Online via its website;  
15 (5) Other forms of electronic communication such as e-mail or text message as  
16 allowed by law;  
17 (6) By distributing flyers to residences; or  
18 (7) By publication in local newspapers or by television public service  
19 (8) announcement.

20  
21 (I) Relocation.

22  
23 The Franchisee shall, within a reasonable time specified by the City, protect, support,  
24 temporarily disconnect, relocate, or remove any of its property when requested by the  
25 City by reason of traffic conditions; public safety; Public Right-of-Way construction and  
26 repair (including re-grading, resurfacing or widening); Public Right-of-Way vacation;  
27 construction, installation or repair of sewers, drains, water pipes, power lines, signal lines,  
28 tracks, or any other type of government-owned system or utility, public work, public  
29 facility, or improvement. Collectively, such matters are referred to below as the "public  
30 work." If funds are available to any person using the Public Rights-of-Way for the purpose  
31 of defraying the cost of any of the foregoing, the City shall reimburse the Franchisee in  
32 the same manner in which other persons affected by the requirement are reimbursed. If  
33 the funds are controlled by another governmental entity, the City shall make application  
34 for such funds on behalf of the Franchisee.

35  
36 (J) Contribution.

37  
38 Nothing herein shall be construed to reduce or otherwise affect any right the Franchisee  
39 has to recover (from a party other than the City), seek contribution for or to offset the  
40 costs of complying with the requirements of this provision.

41  
42 (K) Removal or Modification of Facilities.

43  
44 Whenever the Franchisee intends to discontinue using any facility within the Public  
45 Rights-of-Way, the Franchisee shall notify the City of its intent regarding such  
46 discontinuance. The Franchisee may remove the facility or request that the City permit it  
47 to remain in place. Notwithstanding the Franchisee's request that any such facility remain  
48 in place, the City may require the Franchisee to remove the facility from the Right-of-Way  
49 and/or modify the facility to protect the public health, welfare, safety, and convenience, or  
50 otherwise serve the public interest. The Franchisee shall use its best efforts to complete

1 such removal or modification in accordance with a schedule set by the City. Until such  
2 time as the Franchisee removes or modifies the facility as directed by the City, or until the  
3 rights to and responsibility for the facility are accepted by another Person having authority  
4 to construct and maintain such facility, the Franchisee shall be responsible for all  
5 necessary repairs and relocations of the facility, as well as maintenance of the Public  
6 Right-of-Way, in the same manner and degree as if the facility were in active use, and the  
7 Franchisee shall bear all liability for such facility.

8  
9 (L) Moving of Buildings.

10  
11 Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the  
12 aerial cables or wires or other apparatus of the Franchisee to permit the passage of any  
13 building, machinery, or other object, the Franchisee shall perform such rearrangement  
14 upon receipt of payment for the estimated costs incurred by the Franchisee in making  
15 such rearrangements, and provided that the Franchisee received written notice at least  
16 thirty (30), days in advance from the person or persons desiring to move said building,  
17 machinery, or other objects. The written notice shall detail the route of movement of the  
18 building, machinery, or other object. The costs incurred by the Franchisee in making such  
19 rearrangements of its aerial plant will be borne by the person or persons seeking such  
20 rearrangement, unless the aerial plant is placed or maintained in violation of the  
21 applicable rules of any local, state, or federal regulatory agency and thereby unlawfully  
22 interferes with the movement.

23  
24 (M) Restoration of Property.

25  
26 The Franchisee shall reconstruct, replace, or restore to its previous condition in a timely  
27 fashion that portion of any street, alley, or public way or place; and any water, sewer,  
28 sanitary sewer, storm drainage, traffic signalization or other facility of the City, disturbed  
29 or damaged by the Franchisee, to a condition reasonably acceptable to the City  
30 consistent with reasonable standards of safety and appearance as required by generally  
31 applicable law and codes adopted pursuant to exercise of the City's police powers.

32  
33 (N) Repairs and Reimbursement.

34  
35 The Franchisee shall properly replace and repair the surface, base, and landscape  
36 treatment of any Public Right-of-Way that may be excavated or damaged by reason of  
37 the erection, construction, maintenance, or repair of the Franchisee's facilities within a  
38 reasonable time after completion of the work in accordance with existing standards of the  
39 City in effect at the time of the work. The Franchisee shall give to the City twenty-four (24)  
40 hours' notice prior to undertaking any repair, replacement, or extension of its service on  
41 Public Rights-of-Way which require a City permit. Upon failure of the Franchisee to  
42 perform any such repair or replacement work, and after ten days' notice in writing shall  
43 have been given by the City to the Franchisee, the City may repair such portion of the  
44 Public Right-of-Way as may have been disturbed by the Franchisee, its contractors or  
45 agents, and upon receipt of an itemized bill from the City, the Franchisee will promptly  
46 reimburse the City for all reasonable costs so incurred. Notwithstanding the foregoing, if  
47 the City determines that the failure of the Franchisee to properly repair or restore the  
48 Public Right-of-Way constitutes a safety hazard to the public, the City may undertake  
49 emergency repairs and restoration efforts. The Franchisee shall promptly reimburse the  
50 City for all reasonable costs incurred by the City. Should the City reasonably determine,

1 within three (3) years for the surface or base, and within ninety (90) days for landscape  
2 treatment, from the date of any restoration performed by the Franchisee, that such  
3 surface, base, or landscape treatment requires additional restoration under this section,  
4 the Franchisee shall perform and bear the costs for such additional restoration work to  
5 the reasonable satisfaction of the City within a reasonable period of time following notice  
6 from the City.

7  
8 (O) Trimming of Trees.

9  
10 The Franchisee may, upon reasonable notification to the City, trim trees above ground  
11 which infringe upon easements, rights of way or streets of the City to prevent the trees  
12 from coming into contact with the Telecommunications System, and the City, at its option  
13 may do such trimming at the expense of the Franchisee.

14  
15 (P) Supplying Maps.

16  
17 The Franchisee shall maintain on file all available maps, operational data, and reports  
18 pertaining to its operations in the City. Upon request of the City, the Franchisee shall  
19 furnish to the City, as soon as practicable without charge, current maps in a format  
20 compatible with the City's GIS software showing the location and dimension of those  
21 distribution facilities located within the Public Rights-of-Way within the Franchise Area.  
22 The Franchisee supplying maps under this provision may excise proprietary information  
23 so long as the location and dimension of any facilities, and their character (e.g., pole,  
24 equipment cabinet, fiber optic cable, power line) are clearly shown.

25  
26 (Q) Failure to Perform.

27  
28 If the Franchisee should fail to perform any work required under this Section after written  
29 notice and reasonable opportunity to cure, the City may cause work to be performed, and  
30 may bill the Franchisee therefore, or draw upon any security fund or bond to recover its  
31 costs and associated recovery costs. If the City bills the Franchisee, the Franchisee shall  
32 pay the amount billed within thirty (30) days of receipt of the bill.

33  
34 (R) Inspection of Construction and Facilities.

35  
36 The City may inspect any of the Franchisee's facilities, equipment or construction in the  
37 Public Right-of-Way at any time during normal business hours upon at least twenty-four  
38 (24) hour notice, or, in case of an emergency, at any time, upon demand without prior  
39 notice. If an unsafe condition is found to exist, the City, in addition to taking any other  
40 action permitted under applicable law, may order the Franchisee, in writing, to make the  
41 necessary repairs and alterations specified therein forthwith to correct the unsafe  
42 condition by a time the City establishes. The City has the right to correct, inspect,  
43 administer and repair the unsafe condition if the Franchisee fails to do so, and to charge  
44 the Franchisee therefor.

45  
46 **Section 8. CONSTRUCTION PROVISIONS.**

47 (A) Construction Standards.

48  
49 The Franchisee will comply with all lawful and generally applicable construction standards  
50 utilized by the City. The construction, operation, and repair of the Telecommunications

1 System will be in accord with all applicable law. The construction, operation, and  
2 maintenance of the Telecommunications System shall be performed by experienced and  
3 properly trained properly and licensed maintenance and construction personnel.

4  
5 (B) Standards following construction or upgrade.

6  
7 Upon completion of any Telecommunications System upgrade, the Telecommunications  
8 System shall:

9  
10 (1) Utilize facilities and equipment generally comparable to that used in other  
11 high-quality, reliable Telecommunications Systems of similar design, including  
12 commercially reasonable backup power resources.

13  
14 (2) Shall include the facilities and equipment (except customer premises  
15 equipment) required to support the broadband services.

16  
17 (3) Provide reliable service and possess auto-start back-up power at the  
18 System Hub and elsewhere reasonably necessary (consistent with accepted  
19 industry standards and the system design) to avoid or minimize service  
20 interruptions.

## 21 22 **Section 9. RESIDENTIAL SERVICE.**

23  
24 (A) Telecommunications System Deployment and Access.

25 Franchisee has established Telecommunications System deployment plans which  
26 include the estimated projected dates when deployment of the Telecommunications  
27 System will be completed and activated within the Franchise Area. Franchisee commits  
28 to using reasonable efforts to construct its Telecommunications System within the  
29 Franchise Area in accordance with those plans and will meet with the City every six (6)  
30 months to update the City on the current status of construction and anticipated timeline  
31 to completion. The Franchisee may not charge the Subscriber the cost of extending the  
32 Telecommunications System plant to a point where the dwelling unit can be served by a  
33 Standard Drop, other than its standard, non-discriminatory installation fee.

34  
35 (B) General Service.

36  
37 Once the Telecommunications System construction is complete in a given location within  
38 the Franchise Area, and Telecommunications Service is available, Franchisee shall  
39 provide Telecommunications Service within seven (7) days of a request by any potential  
40 Subscriber within the given location. For purposes of this Section, a request shall be  
41 deemed made on the date of signing a service agreement, receipt of funds by Franchisee,  
42 receipt of a written request by Franchisee or receipt by Franchisee of a verified verbal  
43 request. Except as otherwise provided herein, Franchisee shall provide such service:

44  
45 (1) With no line extension charge except as specifically authorized elsewhere  
46 in this Franchise Agreement.

47  
48 (2) At a non-discriminatory installation charge for a standard installation,  
49 consisting of a Standard Drop connecting to an inside wall for Residential  
50 Subscribers, with additional charges for non-standard installations computed

1 according to a non-discriminatory methodology for such installations, adopted by  
2 Franchisee and provided in writing to the City.

3  
4 (3) At non-discriminatory monthly rates for Residential Subscribers.

5  
6 (C) Cost-Sharing for Low Density Areas.

7  
8 The Franchisee shall offer a cost-sharing arrangement to residents requesting service in  
9 a low-density area whereby the Franchisee and the requesting Subscriber will each bear  
10 their proportionate share of construction costs to the point where the Dwelling Unit can  
11 be served by a Standard Drop. The Franchisee's share will be the cost of construction  
12 multiplied by a fraction, the numerator of which will be the number of Dwelling Units per  
13 mile of fiber optic plant in the area where the extension will occur, and the denominator  
14 of which will be thirty (30). The requesting Subscribers shall bear the remaining cost on  
15 a pro-rata basis. The Franchisee may require the payment of the construction cost borne  
16 by potential Subscribers in low density areas be paid in advance.

17  
18 (D) New Housing Developments.

19  
20 Nothing in this Agreement shall prohibit the City, the Franchisee, or any other person from  
21 entering into an agreement whereby entire new housing developments may be pre-wired  
22 for efficient future expansion of the Telecommunications System.

23  
24 (E) Service to Multiple Dwelling Units.

25  
26 Consistent with this Section 9, once the Telecommunications System construction is  
27 complete in a given location within the Franchise Area and the Telecommunications  
28 Network is available, the Franchisee intends to offer the individual units of a Multiple  
29 Dwelling Unit the Telecommunications Service offered to other Dwelling Units in the City  
30 and shall individually wire units upon request of the property owner or renter who has  
31 been given written authorization by the owner; provided, however, that any such offering  
32 is conditioned upon the Franchisee having legal access to said Dwelling Unit.

33  
34 (F) Mandatory Line Extension for Primary Telecommunications Service Provider.

35  
36 (1) In the event Franchisee provides Telecommunications Service to at least  
37 65% of all potential subscribers within the Franchise Area, the Franchisee shall,  
38 upon written request by an un-served potential subscriber, extend service to any  
39 Dwelling Unit not already passed by the Franchisee's Telecommunications System  
40 in which the density of Dwelling Units is at least thirty (30) Dwelling Units per fiber  
41 mile from existing connection to the Telecommunications System plant. The  
42 Franchisee may not charge the Subscriber the cost of extending the  
43 Telecommunications System plant to a point where the dwelling unit can be served  
44 by a Standard Drop, other than its standard, non-discriminatory installation fee.

45  
46 (2) If any other Telecommunications Service provider, other than Franchisee,  
47 is actively and currently providing or offering Telecommunications Services to the  
48 specific requesting Dwelling Unit requesting Telecommunications Services as  
49 described in this Section 9, Paragraph F(1), the Franchisee is not required to  
50 extend Telecommunications Service or its Telecommunications System until no

1 other Telecommunications Service Provider is willing and able to provide  
2 Telecommunications Service to the Dwelling Unit.

3  
4 **Section 10. SYSTEM OPERATIONS.**

5 (A) Technical Standards.

6  
7 The Telecommunications System must meet or exceed industry standard technical  
8 performance standards.

9  
10 (B) Future Upgrades.

11  
12 The Franchisee shall make such commercially practicable improvements to its  
13 Telecommunications System throughout the Franchise term to ensure that Subscribers  
14 are able to obtain advanced Telecommunications Service, and so that services can be  
15 added throughout the franchise term.

16  
17 (C) System Maintenance.

18  
19 The Franchisee may intentionally interrupt service on the Telecommunications System  
20 only for good cause and for the shortest time possible and, except in emergency situations  
21 or to the extent necessary to fix the affected Subscriber's service problems, only after a  
22 minimum of forty-eight (48) hours' prior notice to Subscribers and the City of the  
23 anticipated service interruption; provided, however, that there shall be no minimum prior  
24 notice period, for planned maintenance that:

25  
26 (1) Does not require more than two (2) hours' interruption of service; and

27  
28 (2) occurs between the hours of 1:00 a.m. and 6:00 a.m.

29  
30 (D) FCC-Mandated Testing.

31  
32 (1) The Franchisee shall, at its expense, perform any tests on its  
33 Telecommunications System that may be required by the FCC or Applicable Law  
34 and shall maintain written records of its test results. Copies of such test results will  
35 be provided to the City upon request.

36  
37 (2) All required technical performance tests may be witnessed by  
38 representatives of the City. Upon request, the Franchisee will notify the City before  
39 any required technical proof-of-performance testing occurs.

40  
41 (3) The Franchisee shall promptly take such measures as are necessary to  
42 correct any performance deficiencies fully and to prevent their recurrence as far as  
43 practicable.

44  
45 (E) Standby Power.

46  
47 The Franchisee shall provide standby power generating capacity at the System Hub  
48 capable of providing at least twelve (12) hours of emergency operation.

49  
50 **SECTION 11. Customer Service Standards; Customer Bills; and Privacy**

1 **Protection**

2 (A) Customer Service Standards.

3  
4 Franchisee shall comply in all respects with industry standard “best practice” customer  
5 service requirements as well as any customer service requirements established by  
6 Applicable Law.

7  
8 (B) Customer Bills.

9  
10 Customer bills shall be designed in such a way as to present the information contained  
11 therein clearly and comprehensibly to Customers, and in a way that is not misleading  
12 and does not omit material information.

13  
14 (C) Privacy Protection.

15  
16 Franchisee shall comply with all applicable federal and state privacy laws and  
17 regulations adopted pursuant thereto.

18  
19 **Section 12. CONNECTION OF PUBLIC FACILITIES**

20 (A) As Franchisee’s construction of its Telecommunications System passes public  
21 buildings within the City, and upon one hundred twenty (120) days advance written  
22 request of the City:

23  
24 (1) Franchisee shall provide one (1) Telecommunications System connection  
25 at no charge to each City government building, including without limitation to the  
26 City Government Center, each public school, each fire station, and each police  
27 station located within the Franchise area within one Standard Drop of the nearest  
28 Telecommunications System facilities; and

29  
30 (2) Franchisee shall provide, at its sole cost and expense, at each connection  
31 made in Section 12(A)(1) above either five (5) static IPv4 addresses or twenty-four  
32 (24) static IPv6 addresses.

33  
34 (B) Franchisee covenants and warrants that Franchisee and its related entities shall  
35 take no steps to limit, speed or throughput throttle, or in any other way diminish, meter,  
36 or alter the City’s or any of the covered public schools’ provision of internet  
37 communications delivered to or received from any Internet-connected entity; and

38  
39 (C) Franchisee may offset the costs for the provision of the services and conditions  
40 specified in this Section against the Franchise Fee payable hereunder. Should  
41 Franchisee elect to offset complimentary Service after service is activated, Franchisee  
42 shall provide the City with advance written notice of such action. Such notice shall  
43 document the proposed offset or service charges so that the City can make an informed  
44 decision as to its course of action. Upon receipt of such notice the City shall have up to  
45 one hundred twenty (120) days to either (1) maintain the commitment with the  
46 understanding that the value shall be offset from Franchise Fees; (2) relieve Franchisee  
47 from the commitment obligation under the Franchise; or (3) pay for the services rendered  
48 pursuant to the commitment in accordance with Franchisee’s regular and  
49 nondiscriminatory term and conditions.

1 **Section 13. OPERATION AND REPORTING PROVISIONS.**

2 (A) Right to inspect and copy.

3  
4 The City shall have the right to inspect and copy records: related in whole or in part to the  
5 construction, operation or repair of the Telecommunications System and reasonably  
6 necessary for the City to monitor compliance with the terms of this Ordinance or  
7 applicable law; or reasonably necessary to the exercise of any right or duty of the City  
8 under the same. The Franchisee is responsible for maintaining control over records, as  
9 required by law, related to the construction, operation, or repair of the  
10 Telecommunications System. Other than records containing confidential financial and/or  
11 proprietary information, the Franchisee shall produce these records upon the City's  
12 request for the City's inspection within the limits of the City. Records must be maintained  
13 for a period of six (6) years, except that the Franchisee may specify a shorter period for  
14 certain categories of voluminous records where the information contained therein can be  
15 derived simply from other materials. The City agrees it will not audit more than once every  
16 two years.

17  
18 (B) Reports.

19  
20 Unless the City specifically waives the requirement in writing, the Franchisee shall at all  
21 times maintain:

22  
23 (1) Records of all written complaints received, their nature and resolution. The  
24 term "complaints" refers to complaints about any aspect of the Franchisee's  
25 construction, operations or repair activities;

26  
27 (2) Records of outages known to the Franchisee, their cause and duration;

28  
29 (3) Records of service calls for repair and maintenance indicating the nature of  
30 the call for service, the date and time service was requested, the date of  
31 acknowledgment and date and time service was scheduled (if it was scheduled),  
32 and the date and time service was provided, and (if different) the date and time the  
33 problem was solved;

34  
35 (4) Records of installation/reconnection and requests for service extension,  
36 indicating date of request, date of acknowledgment, and the date and time service  
37 were extended;

38  
39 (5) Records sufficient to show whether the Franchisee has complied with  
40 Applicable Law related to the Telecommunications Service.

41  
42 (C) Retention of Records; Relation to Privacy Rights.

43  
44 Nothing in this Section shall be read to require the Franchisee to violate Applicable Law  
45 governing privacy. The Franchisee shall be responsible for redacting any data that state  
46 or federal law prevents it from providing to the City. Records shall be kept for at least six  
47 (6) years, except that service call logs may be retained for three (3) years, so long as the  
48 information contained therein is reflected in other documents.

49  
50 **Section 14. INSURANCE; SURETY; INDEMNIFICATION.**

1 (A) Insurance.

2  
3 General Conditions. Except as this Franchise may otherwise provide, the Franchisee  
4 shall procure and maintain in full force and effect during the life of its Franchise, such  
5 insurance as is required in this Section below. Policies of insurance shall be written by  
6 companies authorized to write such insurance in New Mexico, and they shall be in a form  
7 reasonably satisfactory to the City and properly filed and approved by the Superintendent  
8 of Insurance, State of New Mexico. The Franchisee shall furnish the City copies of  
9 certificates of required insurance upon written request. All certificates of insurance (or  
10 policies) shall provide that thirty (30) days' written notice be given to the City before a  
11 policy is cancelled, materially changed or not renewed. Various types of required  
12 insurance may be written in one or more policies. With respect to all coverages required  
13 other than workers' compensation, the City shall be named an additional insured. All  
14 coverages shall be primary with respect to operations provided. The certificates of  
15 insurance and endorsements for each policy shall be signed by a person authorized by  
16 that insurer to bind coverage on its behalf. Certificates and other required proofs shall be  
17 filed with the City within thirty (30) days of the issuance of this Franchise, once a year  
18 thereafter, and whenever there is any change in coverage, upon written request.

19  
20 (B) No Work Without Insurance.

21  
22 The Franchisee (or those acting on its behalf) shall not commence construction or  
23 operation of the Telecommunications System without first obtaining insurance in amounts  
24 and of a type satisfactory to the City. The required insurance must be obtained and  
25 maintained for the entire period the Franchisee has facilities in the Public Rights-of-Way  
26 or on public property. If the Franchisee, its contractors, or subcontractors do not have the  
27 required insurance, the City may order such persons to stop operations until the insurance  
28 is obtained and approved.

29  
30 (C) Work of Subcontractors.

31  
32 If any part of the construction, operation or repair of the Telecommunications System is  
33 subcontracted, the Franchisee shall:

- 34  
35 (1) Include any and all subcontractors in its insurance policies; or  
36  
37 (2) Require the subcontractor to secure insurance to protect itself against all  
38 hazards enumerated herein which are not covered by the Franchisee's policies.

39  
40 (D) Approval of Insurance.

41  
42 Neither approval nor failure to disapprove certificates, policies or the insurance by the  
43 City shall relieve the Franchisee or any sub-Franchisee of full responsibility to maintain  
44 the required insurance in full force and effect.

45  
46 (E) Commercial General Liability Insurance Including Automobile.

- 47  
48 (1) The Franchisee shall procure and maintain during the life of this Franchise  
49 a comprehensive commercial general liability and automobile liability  
50 insurance policy with liability limits in amounts not less than One Million

1 Dollars (\$1,000,000) combined single limit of liability for bodily injury,  
2 including death, and property damage in anyone occurrence and in the  
3 aggregate. Said policies or insurance must include coverage for all  
4 operations performed for the City by the Franchisee, including, but not  
5 limited to, coverage for collapse, explosion, and underground liability  
6 coverage, coverage for the user of all owned, non-owned, hired  
7 automobiles, vehicles, and other equipment both on and off work, and  
8 contractual liability coverage which shall specifically insure the  
9 indemnification provisions of this Ordinance and any Franchise.

10  
11 (2) The above requirements shall include, but shall not be limited to, protection  
12 against:

13  
14 i. Damage to, or destruction of, public and private property including  
15 telephone conduit, telegraph conduit, power conduit, telephone signal  
16 cable, fiber optics cable, television cable, computer cable, fire alarm circuits,  
17 gas mains, gas service connections, sanitary sewers, sewer, house or  
18 building connections, water mains, water service connections, steam lines,  
19 petroleum products pipe lines, storm drains, storm inlet lines, including all  
20 appurtenances thereto while located below the surface of the ground,  
21 including injury or death, to person or persons caused by the Franchisee's  
22 operations, including blasting and trenching-backfilling-tamping with or  
23 without the use of mechanical equipment; and

24  
25 ii. The collapse of, or structural damage to, a building, house or  
26 structure, including power, telephone, telegraph, fire alarm, and street-light  
27 poles, curb and gutter and sidewalk, on public or private property, and  
28 destruction of, or damage to, other public and private property resulting  
29 therefrom, including injury or death to person or persons caused by the  
30 Franchisee, including but not limited to as a result of the Franchisee's  
31 operations in the removal of other buildings, structures, including their  
32 supports, trees and utility poles, or by excavation, including blasting, and  
33 trenching backfilling-tamping with or without use of mechanical equipment.  
34 "Other public and private property" as used herein shall include lawns,  
35 plants, flowers, trees, fences, yards, walls, etc.

36  
37 (F) Workers' Compensation Insurance.

38  
39 The Franchisee shall comply with the provisions of the Workers' Compensation Act, the  
40 Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The  
41 Franchisee shall procure and maintain during the life of a Franchise, complete workers'  
42 and employer's liability insurance in accordance with New Mexico law and regulations.  
43 Such insurance shall include coverage permitted under Section 52-1-10 NMSA 1978, for  
44 safety devices. With respect to workers' compensation insurance, if the Franchisee elects  
45 to be self-insured, it shall comply with the applicable requirements of law. If any portion  
46 of the construction, operation or repair of the Telecommunications System is to be  
47 subcontracted, The Franchisee shall require the subcontractor similarly to provide such  
48 coverage (or qualify as a self-insured) for all latter's employees to be engaged in such  
49 work. The Franchisee shall save harmless the City, its officers, agents and employees  
50 from any claims or actions occasioned by failure of the Franchisee to comply with the

1 provisions of this subparagraph. It is agreed that with respect to all workers' compensation  
2 insurance, the Franchisee and its insurer shall waive any right of subrogation it may  
3 acquire against the City, its officers, agents and employees by reason of any payment  
4 made on account of injury, including death resulting therefrom, sustained by any  
5 employee arising out of the performance of a Franchise, unless caused by the gross  
6 negligence or malfeasance of the City, its officers, agents and employees.

7  
8 (G) Alterations in Limits.

9  
10 This Franchise shall be interpreted to permit the City to require the Franchisee to increase  
11 its insurance limits, or obtain additional types of insurance should the City determine in  
12 good faith that there are significant increased risks to the City or its citizens based on the  
13 Franchisee's actions, by such time as reasonably may be specified by the City.

14  
15 (H) Ratings.

16  
17 The Franchisee's insurer shall have no less than an "A-" policyholder's rating and a  
18 financial rating of at least Class XI in accordance with the Best's rating current at the time  
19 purchased, unless specifically waived in writing by the City Manager.

20  
21 (I) No Contribution.

22  
23 Any insurance or self-insurance maintained by the City shall be excess of the  
24 Franchisee's insurance and shall not contribute with it.

25  
26 (J) Material Terms.

27  
28 The insurance requirements are material terms of this Franchise and cannot be changed  
29 without the mutual agreement of the City and the Franchisee. The Franchisee shall have  
30 insurance in place as herein required by the effective date of this Franchise, and shall,  
31 upon request, provide proof of such insurance reasonably satisfactory to the City prior to  
32 the effective date of the Franchise grant.

33  
34 (K) Indemnification.

35  
36 (1) To the extent permitted by applicable law, the Franchisee agrees to defend,  
37 indemnify and hold harmless the City, its trustees, elected and appointed officers,  
38 agents, volunteers, and employees, from and against any and all claims, demands,  
39 or causes of action of any kind or nature not resulting from the actions of the City,  
40 its trustees, elected and appointed officers, agents, volunteers, and employees,  
41 and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities,  
42 damages, orders, judgments, or decrees sustained by any third party arising out  
43 of, or by reason of, or resulting from or of the acts, errors, or omissions of the  
44 Franchisee, or its agents, independent contractors or employees related to or in  
45 any way arising out of the construction, operation or repair of the system, the  
46 conduct of the Franchisee's business in the City, or the Franchisee's enjoyment or  
47 exercise of its franchise.

48  
49 (2) The City will notify the Franchisee in writing of its duty to indemnify in any  
50 case subject to the indemnity in which the Franchisee is not a named defendant

1 or plaintiff. The Franchisee will employ competent counsel, reasonably acceptable  
2 to the City Attorney.

3  
4 **Section 15. CONTINUITY OF SERVICE.**

5 (A) It is the right of each subscriber in the Franchisee's Franchise Area to receive all  
6 available Telecommunications Service offered by the Franchisee as long as the  
7 subscriber's financial and other obligations to the Franchisee are satisfied.

8  
9 (B) The Franchisee shall make its best efforts to provide all Subscribers with  
10 continuous services.

11  
12 (C) Uninterrupted Telecommunications Service. At the City's request, the Franchisee  
13 shall operate its system for a temporary period (the "transition period") following the  
14 termination of its franchise or any transfer as necessary to maintain Telecommunications  
15 Service to Subscribers, and shall cooperate with the City to assure an orderly transition  
16 from it to another entity. The transition period shall be no longer than the reasonable  
17 period required to select another entity and in no event shall be longer than twelve (12)  
18 months, unless extended by mutual consent of the Franchisee and the City. During the  
19 transition period, the Franchisee will continue to be obligated to comply with the terms  
20 and conditions of this franchise and applicable laws and regulations, and will be deemed  
21 to have the necessary authorization required from the City to enable it to provide  
22 Telecommunications Service.

23  
24 (D) If the Franchisee abandons its Telecommunications System during the franchise  
25 term or any transition period, or fails to operate its Telecommunications System in  
26 accordance with the terms set forth in this Section, the City, at its option, may purchase  
27 the Telecommunications System at the price established pursuant to the procedure set  
28 forth of Exhibit B incorporated herein by this reference (the "Market Price") and operate  
29 the Telecommunications System or designate another entity to operate the  
30 Telecommunications System temporarily until the Franchisee agrees to restore and  
31 restores a continuous Telecommunications Service in compliance with the franchise or  
32 until the franchise is revoked and a new entity selected by the City is providing  
33 Telecommunications Service.

34  
35 (E) The City shall be entitled to exercise its rights under this Section if the:

36  
37 (1) The Franchisee fails to provide the Telecommunications Service in  
38 accordance with its franchise over a substantial portion of the Franchise Area for  
39 one hundred-twenty (120) consecutive hours, unless such failure is due to force  
40 majeure or the City authorizes a longer interruption of service; or

41  
42 (2) The Franchisee, for any period, willfully and without cause refuses to  
43 provide the Telecommunications Network in accordance with its franchise over a  
44 substantial portion of the Franchise Area.

45  
46 (F) Rights upon Franchise Termination or Revocation.

47  
48 If the City revokes the franchise or the franchise otherwise terminates, the City shall have  
49 the following rights, in addition to the rights specified in this franchise or under applicable  
50 law:

1  
2 (1) The City may require the former Franchisee to remove its facilities and  
3 equipment at the former Franchisee's expense. If the former Franchisee fails to do  
4 so within a reasonable period of time, the City may have the removal done at the  
5 former Franchisee's and/or surety's expense, subject to any right of abandonment  
6 that may be provided for under applicable law. However, Franchisee shall have no  
7 obligation to remove its facilities where it utilizes the system to provide other non-  
8 Telecommunications Services and has any other authority under applicable law to  
9 maintain facilities in the public rights-of-way, or where Franchisee is able to find a  
10 purchaser of the Telecommunications System, acceptable to the City, who holds  
11 such authorization.

12  
13 (2) The City, by resolution, may acquire ownership or affect a transfer of the  
14 Telecommunications System at the Market Price if the franchise is revoked for  
15 cause in accordance with this Franchise.

16  
17 (3) Section 15(F)(ii) does not apply to an abandonment. If the  
18 Telecommunications System or any part thereof is abandoned by the Franchisee,  
19 the City may require the Franchisee to transfer title to the abandoned portions to it  
20 at no charge, free and clear of encumbrances, and the same will become the City's  
21 property and the City may keep, sell, assign, or transfer all or part of the assets of  
22 the Telecommunications System, or otherwise dispose of those assets as it sees  
23 fit. In the event the City acquires title, the Franchisee shall have no further liability  
24 for the Telecommunications System.

25  
26 **Section 16. ENFORCEMENT AND REMEDIES; DUE PROCESS; REVOCATION.**

27 (A) Right to Revoke; Generally.

28  
29 (1) The City may revoke this Franchise if it finds that the Franchisee has  
30 committed a material breach of this Franchise or repeatedly failed to comply with  
31 this Franchise; has defrauded or attempted to defraud the City or Subscribers; or  
32 has attempted to evade the requirements of this Franchise.

33  
34 (2) Before revoking a Franchise, the following must have occurred:

35  
36 i. The City Manager, or designee, must give the Franchisee notice of  
37 an alleged default in performance (which notice will describe the nature of  
38 an alleged violation or breach) and a thirty (30) calendar day opportunity to  
39 cure or such additional time as is reasonably necessary (the "cure period");  
40 except that an opportunity to cure is not required where the defect in  
41 performance is due to willful misconduct or fraud or attempted fraud, is an  
42 adjudicated felony violation of criminal law, or is part of a pattern of  
43 substantial violations where the Franchisee has already had notice and  
44 opportunity to cure. The City may extend the cure period for up to thirty (30)  
45 additional days if the Franchisee has diligently attempted to correct the  
46 alleged default.

47  
48 ii. Not sooner than thirty (30) calendar days after the City Manager, or  
49 designee, notifies the Franchisee of the default (or such longer period as  
50 may be required to encompass an extended cure period), the City Council

1 shall hold a public hearing to consider whether the Franchise should be  
2 revoked, at which time the Franchisee and the public will be given an  
3 opportunity to be heard and the Franchisee to present evidence for  
4 consideration by the City Council.

5  
6 (3) Following the close of the public hearing the City Council may determine  
7 whether to revoke the Franchise. If the Franchisee was entitled to an opportunity  
8 to cure a default, the Franchise may not be revoked if the default was fully cured  
9 during the cure period, including by payment of all damages and penalties owed.  
10 If the City Council determines to revoke the Franchise, it will issue a written  
11 decision setting forth the reasons for its decision.

12  
13 (4) A copy of such decision will be transmitted to the Franchisee.

14  
15 (B) Rights upon Franchise Termination or Revocation.

16  
17 If the City revokes the Franchise or the Franchise otherwise terminates, the City may  
18 require the former Franchisee to remove its facilities and equipment at the former  
19 Franchisee's expense. If the former Franchisee fails to do so within a reasonable period  
20 of time, the City may have the removal done at the former Franchisee's and/or its surety's  
21 expense, subject to any right of abandonment that may be provided for under applicable  
22 law. The Franchisee may appeal such actions to a court of competent jurisdiction.

23  
24 (C) Termination in the Event of Bankruptcy.

25  
26 This Franchise will terminate automatically by force of law one hundred eighty (180)  
27 calendar days after an assignment for the benefit of creditors or the appointment of a  
28 receiver or trustee to take over the business of the Franchisee, whether in a receivership,  
29 reorganization, bankruptcy assignment for the benefit of creditors, or other action or  
30 proceeding. However, the Franchise may be reinstated within that one hundred eighty  
31 (180) day period, if:

32  
33 (1) Such assignment, receivership or trusteeship has been vacated; or

34  
35 (2) Such assignee, receiver or trustee has fully complied with the terms and  
36 conditions of this Franchise, and has executed an agreement, approved by any  
37 court having jurisdiction, assuming and agreeing to be bound by the terms and  
38 conditions of this Franchise. In the event of foreclosure or other judicial sale of any  
39 of the facilities, equipment or property of the Franchisee, the City may revoke the  
40 Franchise following a public hearing before the City Council, by serving notice  
41 upon the Franchisee and the successful bidder at the sale, in which event the  
42 Franchise and all rights and privileges thereunder will be revoked and will  
43 terminate thirty (30) calendar days after serving such notice, unless:

44  
45 i. The City has approved the transfer of the Franchise to the successful  
46 bidder; and

47  
48 ii. The successful bidder has covenanted and agreed with the City to  
49 assume and be bound by the terms and conditions of the Franchise.  
50

1 (D) Effect of termination or forfeiture.

2  
3 Upon termination or forfeiture of this Franchise, whether by action of the City as provided  
4 above, or by passage of time, the City may do one or a combination of the following:

5  
6 (1) The Franchisee must, should the City so direct, stop using the  
7 Telecommunications System for the purposes authorized by the Franchise.

8  
9 (2) The City may require the former Franchisee to remove all or a portion of its  
10 facilities and equipment at the former Franchisee's expense, subject to any right  
11 the Franchisee may have to abandon property in place. If the former Franchisee  
12 fails to remove its property within a reasonable period of time, the City may have  
13 the removal done at the former Franchisee's and/or surety's expense. Such  
14 removal by the Franchisee must be done in accordance with all applicable laws  
15 and construction standards. Conditions of the site of removal must be left in  
16 substantially as good of condition as before the equipment was removed.

17  
18 **Section 17. MISCELLANEOUS PROVISIONS.**

19 (A) Compliance with Laws. The Franchisee shall comply with all applicable federal,  
20 state and local laws and regulations as they become effective, unless otherwise stated  
21 herein.

22  
23 (B) Governing Law. This franchise shall be governed and construed in accordance  
24 with applicable federal law and the statutes and laws of the state of New Mexico.

25  
26 (C) No Pledging of the City's Credit. Under no circumstances shall the Franchisee  
27 have the authority or power to pledge the credit of the City or incur any obligation in the  
28 name of the City. The Franchisee shall save and hold harmless the City, its Governing  
29 Body, its officers, employees, boards and commissions for expenses arising out of any  
30 unauthorized pledges of the City's credit by the Franchisee under this franchise.

31  
32 (D) Venue. In the event that suit shall be brought by either party, the parties agree that  
33 venue shall be exclusively vested in the Thirteenth Judicial District Court, State of New  
34 Mexico or, where otherwise appropriate, exclusively in the United States District Court for  
35 the district of New Mexico.

36  
37 (E) Force Majeure. The Franchisee shall not be deemed in default with provisions of  
38 its franchise where performance was rendered impossible by war or riots, civil  
39 disturbances, floods or other natural catastrophes beyond the Franchisee's control or the  
40 unforeseeable unavailability of labor or materials. The acts or omissions of affiliates are  
41 not beyond the Franchisee's control, and the knowledge of affiliates shall be imputed to  
42 Franchisee. The Franchise shall not be revoked or the Franchisee penalized for such  
43 noncompliance, provided that the Franchisee takes immediate and diligent steps to bring  
44 itself back into compliance and to comply as soon as possible under the circumstances  
45 with its Franchise without unduly endangering the health, safety and integrity of the  
46 Franchisee's employees or property, or the health, safety and integrity of the Public,  
47 Public Rights-of-Way, Public Property, or private property.

48  
49 (F) Notices. Unless otherwise expressly stated herein, notices required under this  
50 franchise shall be mailed first class, postage prepaid, or sent overnight delivery to the

1 addressees below. Each party may change its designee by providing thirty (30) days  
2 written notice to the other party, but each party may only designate one entity to receive  
3 notice.

4  
5 Notices to the Franchisee shall be mailed to the designated entity at the following  
6 address:

7  
8 Vexus Fiber, LLC  
9 ATTN: CFO  
10 912 S. Main St., Ste. 106  
11 Sikeston, MO 63801

12  
13 Notices to the City shall be mailed to the designated entity at the following  
14 address:

15  
16 City Manager  
17 City of Rio Rancho  
18 3200 Civic Center Circle  
19 Rio Rancho, New Mexico 87144

20  
21 with a simultaneously-delivered copy to:

22  
23 City Attorney  
24 City of Rio Rancho  
25 3200 Civic Center Circle  
26 Rio Rancho, New Mexico 87144

27  
28 Either party may change one or both of its addresses and/or addresses by giving  
29 the other party no less than thirty (30) days' written notice to the then-current  
30 addresses. Any required copies of notices are an administrative step and do not  
31 constitute actual notice.

32  
33 (G) Calculation of Time. Unless otherwise indicated, when the performance or doing  
34 of any act, duty, matter or payment is required hereunder and a period of time or duration  
35 for the completion thereof is prescribed and is fixed herein, the time shall be computed  
36 so as to exclude the first and include the last day of the prescribed or fixed period of  
37 duration/time.

38  
39 (H) Time of Essence; Maintenance of Records of Essence. In determining whether the  
40 Franchisee has substantially complied with its franchise, the parties agree that time is of  
41 the essence to this franchise. The maintenance of records and provision of reports in  
42 accordance with the franchise is also of the essence to this franchise.

43  
44 (I) Publication Costs. The Franchisee shall pay the cost of publication of the franchise  
45 ordinance upon the Franchisee's acceptance of the Franchisee.

46  
47 (J) Captions. The captions and headings of this franchise are for convenience and  
48 reference purposes only and shall not affect in any way the meaning and interpretation of  
49 any provisions of this franchise.

1 (K) Third Parties. The parties agree this Franchise Agreement creates no rights for  
2 any third party.

3  
4 **Section 18. ANTI-TAMPERING.**

5 It shall be unlawful for any person, firm, corporation or other entity:

6  
7 (A) To make any unauthorized connection, whether physically or electrically.

8  
9 (B) To willfully tamper with, remove or injure any cable, wires or equipment of the  
10 Telecommunications System used by the Franchisee within the Franchise Area for  
11 distribution of such signals without the consent of the Franchisee operating such  
12 Telecommunications System.

13  
14 (C) Any person convicted of a violation of this section shall be guilty of a petty  
15 misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500)  
16 or by imprisonment of not more than ninety (90) days or by both fine and imprisonment  
17 or the maximum permitted under applicable law, as may be less.

18  
19 **Section 19. SEVERABILITY CLAUSE.**

20 If any section, paragraph, sentence, clause, word or phrase of this Ordinance is for any  
21 reason held to be illegal, unconstitutional, invalid or unenforceable by a court, agency or  
22 legislature of competent jurisdiction, said provision shall be considered a separate,  
23 distinct, and independent part of this Franchise, and such decision shall not affect the  
24 validity of the remaining provisions of this ordinance. The City Council hereby declares  
25 that it would have passed this Ordinance and each section, paragraph, sentence, clause,  
26 word or phrase thereof irrespective of any provision being declared unconstitutional or  
27 otherwise invalid. In the event that a court or agency or legislature of competent and  
28 controlling jurisdiction acts so that any material provision of this agreement is  
29 unenforceable according to its terms, or is otherwise void, the parties agree to  
30 immediately enter into negotiations in good faith to restore the relative burdens and  
31 benefits of this franchise. If the parties are unable to agree to a modification of this  
32 Agreement within sixty (60) days, either party may with ninety (90) days prior notice,  
33 terminate or shorten the franchise term; or resort to litigation to seek any available  
34 equitable relief; or do both. Each party agrees to participate in up to sixteen (16) hours of  
35 negotiation during the sixty (60) day period. Notwithstanding the foregoing, if a party  
36 believes a provision is not material, it must so notify the other party within fourteen (14)  
37 days of a request by such other party that it enter into negotiations, or else the materiality  
38 claim is waived. The obligation to negotiate is not tolled, and the parties must discharge  
39 their negotiation responsibility notwithstanding the dispute as to materiality. The  
40 remedies provided for herein do not prevent a party from contending that a particular  
41 provision is enforceable, or foreclose any remedies if a provision is enforceable.

42  
43 **Section 20. MERGER; AMENDMENT.**

44 This Franchise represents the entire agreement between the parties with respect to the  
45 matters addressed herein, and all prior franchises, agreements, covenants, and  
46 understandings between the parties concerning the same have been merged into this  
47 written Franchise. This Franchise shall not be altered, modified, changed, or amended  
48 except by a written instrument executed by the parties.

49  
50 **Section 21. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days

1 after adoption.

2

3

4 ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.

5

6

7 **For Vexus Fiber, LLC:**

8

9 By: \_\_\_\_\_

10

11 Name:

12

13 Title:

14

15 Date: \_\_\_\_\_

16

17

18 **For The City of Rio Rancho, New Mexico:**

19

20

21

22 \_\_\_\_\_

23

Greggory D. Hull, Mayor

24 ATTEST:

25

26

27 \_\_\_\_\_

28 Rebecca Martinez, City Clerk

29 (SEAL)

30

31

32

33

34

35

EXHIBIT "A"

Any time during the final forty-two (42) month period prior to the expiration of the Franchise discussions regarding a potential renewal of the Franchise shall be guided by the following procedures:

1. If not currently in default, Vexus may submit in writing a proposal for renewal of the Franchise (the "Proposal for Renewal"). The Proposal for Renewal shall set forth Vexus' proposed terms for a renewed franchise. The City may request, in its sole discretion, additional information from Vexus that the Proposal for Renewal shall include, including, but not limited to, a proposal for an upgrade of the Telecommunications System.
2. Following Vexus' submission of a final Proposal for Renewal, the City shall: (a) renew the Franchise, or (b) determine that the Franchise shall not be renewed.
3. In the event that the City elects to not renew the Franchise, Vexus may request that the City commence a publicly noticed administrative proceeding to consider whether the Franchise should be renewed (the "Franchise Hearing").
4. The Franchise Hearing shall consider: (a) whether Vexus has complied with the existing Franchise and law; (b) the quality of Vexus' Telecommunications System, to include signal quality, customer complaints, and billing practices; (c) whether Vexus has the financial, legal, and technical ability to provide the Telecommunications System as set forth in the Renewal Proposal; and (d) whether Vexus' proposal is reasonable to meet the City's needs for such a telecommunications service.
5. Vexus shall be afforded adequate notice, along with the opportunity for full participation (to include the right to present evidence and question witnesses) in any Franchise Hearing so conducted.
6. Upon the conclusion of the Franchise Hearing, the City shall issue a written determination, to include the reasons therefor, granting or denying the Proposal for Renewal, based upon the factors set forth in Paragraph 4, above.
7. Vexus may appeal a final denial by the City of the Franchise Proposal within one hundred (100) days to a court of competent jurisdiction.

1 EXHIBIT "B"

2  
3 Determination of Market Price  
4

5 Market Price shall be determined in the manner provided below:  
6

7 Within ten (10) days after City delivers to Vexus written notice of its election to purchase  
8 the Telecommunications System, as may be provided above, City and Vexus shall meet  
9 to agree on the Market Price for the Telecommunications System. If City and Vexus agree  
10 on the Market Price within such period, Telecommunications System shall be transferred  
11 by Vexus to City, by bill of sale using the Market Value as the purchase price within ten  
12 (10) days after determination of the Market Price.  
13

14 If City and Vexus do not agree on the Market Price within the time provided, City and  
15 Vexus shall each appoint an appraiser within twenty (20) days and immediately notify the  
16 other in writing of such appointment and of the name and address of the appraiser so  
17 appointed. City and Vexus shall instruct the appraisers to determine the Market Price of  
18 the Telecommunications System within forty-five (45) days after their appointment. If  
19 within forty-five (45) days after their appointment the two appraisers do not agree on the  
20 Market Price, the Market Price shall be determined as follows:  
21

22 If the higher appraisal is not more than five (5) percent higher than the lower appraisal,  
23 then the Market Price shall equal the average of the determinations made by the two  
24 appraisers, and shall be binding on City and Vexus.  
25

26 If the higher appraisal is more than five (5) percent higher than the lower appraisal, the  
27 appraisers shall then appoint a third appraiser within \_ ten (10) days after the original two  
28 appraisers complete their determination of the Market Price. The third appraiser shall  
29 make a determination of Market Price within twenty (20) days after such appointment.  
30 The Market Price shall equal the average of the three appraisals, , and shall be binding  
31 on City and Vexus. If (i) the third appraiser fails to determine the Market Price within \_  
32 twenty (20) days of appointment and as provided above; or (ii) the appraisers selected by  
33 City and Vexus are unable to agree on a third appraiser, then in such event the Market  
34 Price shall be the average of the determinations of Market Price made by the two  
35 appraisers.  
36

37 Each appraiser appointed pursuant to this Section must be an MAI appraiser (or  
38 equivalent) specializing in telecommunications and wireless real estate with at least \_ ten  
39 (10) years' continuous and active experience in the county in New Mexico. Each appraiser  
40 shall be independent and shall have no financial interest in the Telecommunications  
41 System other than to earn a customary fee. The charges for services of each appraiser,  
42 if any, shall be borne by the party who selected that appraiser and the charges for the  
43 third appraiser shall be borne equally by City and Vexus.  
44

45 If either Vexus or City fails to appoint an appraiser as provided above, the appraiser  
46 appointed by the other party shall alone determine the Market Price and such  
47 determination shall be binding on the parties.



**CITY OF RIO RANCHO  
ORDINANCE**

**ORDINANCE NO. 23**

**ENACTMENT NO. 23-24**

1 **ORDINANCE GRANTING TO VEXUS FIBER, LLC, A DELAWARE LIMITED LIABILITY**  
2 **COMPANY, FOR A PERIOD OF TEN (10) YEARS FROM AND AFTER THE PASSAGE,**  
3 **ACCEPTANCE AND EFFECTIVE DATE OF THIS ORDINANCE, THE NONEXCLUSIVE**  
4 **RIGHT, PRIVILEGE, PERMIT AND FRANCHISE TO CONSTRUCT, OPERATE AND**  
5 **MAINTAIN A FIBER OPTIC TELECOMMUNICATIONS NETWORK IN, UPON, ALONG,**  
6 **ACROSS, ABOVE, OVER, AND UNDER STREETS, ALLEYS, EASEMENTS, OPEN**  
7 **AREAS, PUBLIC WAYS AND PUBLIC PLACES, NOW LAID OUT OR DEDICATED,**  
8 **AND ALL EXTENSIONS THEREOF AND ADDITIONS THERETO, IN THE CITY OF RIO**  
9 **RANCHO, PROVIDING TERMS AND CONDITIONS FOR THE OPERATION OF SUCH**  
10 **FIBER OPTIC TELECOMMUNICATIONS NETWORK AND THE PAYMENT OF FEES**  
11 **THEREFORE**

12  
13 **WHEREAS:** Vexus Fiber, LLC, a Delaware limited liability company ("Vexus"), Vexus  
14 has formally notified the City that it desires a non-exclusive franchise to  
15 operate a fiber optic telecommunications network and other services within  
16 the City limits; and

17  
18 **WHEREAS:** City staff has negotiated and worked with Vexus regarding its franchise  
19 request, where applicable; and

20  
21 **WHEREAS:** approval of the franchise helps to facilitate options for citizens related to  
22 their telecommunications service, and generates revenue for the City that  
23 is used to provide a variety of public services.

24  
25 **NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF**  
26 **RIO RANCHO:**

27  
28 **Section 1. FINDINGS.** The Governing Body hereby finds:

29  
30 (A) The City is authorized to grant and renew franchises for the installation, operation  
31 and maintenance of fiber optic telecommunications networks within the City.

32  
33 (B) The City has endeavored to identify the future telecommunications-related needs  
34 and interests of the community; to consider the financial, technical, and legal  
35 qualifications of Vexus; and to determine whether plans for upgrading and operating its  
36 system are adequate.

37  
38 (C) The City has relied on Vexus' written representations and has considered all of the  
39 information Vexus has presented in making its determination.

40  
41 (D) The City, having considered the interests proposed and advanced, has found that  
42 the grant of the franchise requested, subject to conditions, is in the public interest and  
43 hereby grants a franchise to Vexus as follows:  
44

1 **Section 2. DEFINITIONS.**

2 References to any City official or City office also refer to any official or office that succeeds  
3 to any or all of the responsibilities of the named official, whether by succession or  
4 otherwise. In addition, the following definitions shall apply:

5  
6 **AFFILIATE.** When used in connection with Franchisee, means any Person who owns  
7 or controls, is owned or controlled by, or is under common ownership or control with the  
8 Franchisee.

9  
10 **APPLICABLE LAW.** References to laws or "applicable laws" in this Franchise include  
11 federal, state and local laws (and regulations lawfully adopted pursuant to those laws)  
12 now in effect, and to amended or new federal and state laws lawfully enacted.

13  
14 **TELECOMMUNICATIONS ORDINANCE.** Has the same meaning as "Franchise".

15  
16 **CITY.** The City of Rio Rancho; when used to describe a geographic area, the term refers  
17 to the boundaries of the City of Rio Rancho, New Mexico, as they exist now or may exist  
18 in the future.

19  
20 **CITY COUNCIL.** The Rio Rancho Governing Body, or its successor, the Governing Body  
21 of the City.

22  
23 **DWELLING UNIT.** The definition of "Dwelling Unit" shall be consistent and match the  
24 definition as cited in Rio Rancho Municipal Code Section 150.25(B).

25  
26 **FCC.** The Federal Communications Commission.

27  
28 **FRANCHISE.** This document, i.e., this Ordinance and, upon the written unconditional and  
29 acknowledged acceptance by the Franchisee, a contractual agreement, executed  
30 between the City and the Franchisee, containing the specific provisions of the  
31 authorization granted, including references, specifications, requirements and other  
32 related matters. This Franchise, however, is not and shall not for any purpose be  
33 considered to be a cable television franchise, nor shall it be construed as a cable  
34 television franchise, and no terms used herein shall be construed as relating to a cable  
35 television system or cable television service, or the like.

36  
37 **FRANCHISE AREA.** All parts of the City now existing and hereafter annexed.

38  
39 **FRANCHISEE.** Vexus Fiber, LLC, a Delaware limited liability company and its lawful and  
40 permitted successors, assigns and transferees.

41  
42 **GROSS REVENUE.**

43 (1) Includes all revenues derived directly or indirectly by a Provider from or in  
44 connection with the Telecommunications Services offered within the City through  
45 or by means of a Telecommunications Network within the City, exclusive of any  
46 Franchise Fee or tax passed through to consumers on behalf of governmental  
47 agencies, received by the Provider for services provided to customers through use  
48 of the Network. Gross Revenue shall include any revenue received by a Provider  
49 or any Affiliate through any means that is intended to have the effect of evading  
50 the payment of compensation that would otherwise be paid to the City for

1 Franchise Contract granted pursuant to this ordinance.

2  
3 (2) Gross Revenue shall not include (i) proceeds from the sale of bonds,  
4 mortgages, or other evidence of indebtedness, securities, or stocks; or (ii) gross  
5 receipts taxes, bad debt write-offs, and customer credits; or (iii) revenue of any  
6 Affiliate or Provider from long distance service, commercial mobile radio service,  
7 cellular, personal communications service, other wireless communications service,  
8 or directory advertising. Each of the above are not included in the definition of  
9 Gross Revenue and, therefore, are not included in the calculation of any fee due  
10 under a Franchise.

11  
12 (3) Gross Revenue shall not include the wholesale revenue of any Provider to the  
13 extent that the Person providing such wholesale revenue to the Provider pays to  
14 the City, pursuant to an agreement with the City, an annual Franchise Fee, or an  
15 amount equivalent thereto, calculated on the basis of such Person's Gross  
16 Revenue (as defined in this ordinance) from the provision of Telecommunications  
17 Service in the City.

18  
19 (4) Gross Revenue shall be measured and monitored periodically.

20  
21 **ORDINANCE.** Has the same meaning as "Franchise".

22  
23 **PERSON.** An individual or a corporation, trust, partnership, limited liability company, or  
24 other entity recognized by law.

25  
26 **PUBLIC RIGHTS-OF-WAY.** The surface of and the space above and below any street,  
27 road, highway, freeway, bridge, lane, path, alley, court, sidewalk, parkway, or right-of way  
28 or easement dedicated to compatible uses, now or hereafter existing within the City which  
29 may be properly used for the purpose of installing, maintaining, and operating the  
30 Telecommunications System; and any other property that the Franchisee is entitled by  
31 state or federal law to use by virtue of the grant of this Franchise.

32  
33 **STANDARD DROP.** An aerial or underground connection extending no more than 125  
34 feet from the potential Subscriber's demarcation point to the nearest point of subscriber  
35 distribution on the Telecommunications Network from which Telecommunications Service  
36 is provided to that subscriber.

37  
38 **SUBSCRIBER.** The City or any person who lawfully is receiving Telecommunications  
39 Service from a Franchisee and does not further distribute such service except as  
40 permitted by Franchisee.

41  
42 **SUBSCRIBER NETWORK.** The fibers and the equipment and other components that are  
43 used in the provision of Telecommunications Service to subscribers.

44  
45 **SYSTEM HUB.** A facility for signal interfacing between the Telecommunications Network  
46 and supporting networks.

47  
48 **TELECOMMUNICATIONS NETWORK** Any System which includes facilities and/or  
49 equipment placed in the Public Rights-of-Way and used to provide any  
50 Telecommunications Service.

1  
2 TELECOMMUNICATIONS. This means the transmission, between or among points  
3 specified by the user, of information of the user's choosing, without change in the form or  
4 content of the information as sent and received.

5  
6 TELECOMMUNICATIONS PROVIDER ("Provider") means:

7 (1) Any Person who provides any Telecommunications Service within the City by  
8 means of: (i) a Telecommunications Network owned by such Person or its Affiliate;  
9 (ii) specifically identifiable facilities of a Telecommunications Network reserved or  
10 made available for the use of such Person or its Affiliate under a lease or any other  
11 arrangement for a term longer than 120 days; or (iii) facilities of a  
12 Telecommunications Network not owned by such Person or its Affiliate and not  
13 specifically identifiable but obtained from another Person (including another  
14 Provider) if the use of such facilities is continuing and substantial. A Person owning  
15 or operating telecommunications facilities that merely pass through the City and  
16 such Person and facilities do not offer Telecommunications Service to subscribers  
17 within the City shall not be subject to this ordinance, provided that Person has  
18 received other appropriate authorization from the City to rent or occupy the Public  
19 Rights-of-Way.

20  
21 (2) Except to the extent that a Provider or a Person uses the Public Rights-of-Way,  
22 a Provider or any Person which provides commercial mobile radio service, cellular,  
23 personal communications service, or other wireless communications service shall  
24 not be subject to this ordinance with respect to such service.

25  
26 TELECOMMUNICATIONS SERVICE. This means the offering of Telecommunications  
27 for a fee directly to the public, or to such classes of users as to be effectively available  
28 directly to the public, regardless of the facilities used.

29  
30 TELECOMMUNICATIONS SYSTEM. See Telecommunications Network.

31  
32 **Section 3. GRANT OF FRANCHISE; LIMITS AND RESERVATIONS.**

33 (A) Grant, Term and Effective Date.

34  
35 The City hereby grants to the Franchisee, a non-exclusive right, privilege, permit and  
36 franchise to construct, operate, and maintain a Telecommunications System in, upon,  
37 across, above, over and under, streets, alleys, easements, open areas, public ways, and  
38 public places now laid out or dedicated in the City and upon annexation of any territory to  
39 the City, this Franchise shall extend to the territory so annexed, commencing on the  
40 effective date of the Franchise and extending for ten (10) years unless earlier terminated  
41 in accordance with this Franchise or applicable law. The Franchise and its terms and  
42 provisions shall be unconditionally adopted by written instrument executed and  
43 acknowledged by the appropriate officials of the City and delivered to the Franchisee  
44 which shall accept same not later than thirty (30) days after receiving it by acknowledging  
45 the Franchisee's acceptance in writing. The date of the Franchisee's acceptance shall be  
46 the effective date of the Franchise.

47  
48 (B) Surrender.

49  
50 Franchisee may surrender this Franchise at any time upon filing with the City a written

1 notice of its intention so to do, at least six (6) months before the surrender date. All the  
2 rights and privileges and all of the obligations, duties, and liability of Franchisee under  
3 this Ordinance, except as to the extent previously accrued hereunder, shall terminate on  
4 the surrender date specified in such notice.

5  
6 (C) Relation to Other Provisions of Law.

7  
8 (1) The Franchise issued by the City is subject to Applicable Law. This  
9 Franchise does not confer any rights upon the Franchisee other than as expressly  
10 provided herein, nor pass rights by implication except those that may otherwise  
11 vest pursuant to governing law. The Franchise does not convey title, equitable or  
12 legal, in the Public Rights-of Way or public property. Nothing in this Franchise shall  
13 be deemed to waive the right of the Franchisee to offer such other services as may  
14 be permitted by Applicable Law.

15  
16 (2) This Franchise and all rights granted under the Franchise are subject to the  
17 lawful and non-discriminatory or arbitrary exercise of the police powers the City  
18 now has or may later obtain, including but not limited to the power of eminent  
19 domain; and are further subject to the exercise of the City's rights as a property  
20 owner under state and federal laws. Except as expressly set forth herein, neither  
21 the granting of this Franchise or any provision herein shall constitute a waiver or  
22 bar to the exercise of any governmental right or power of the City, including without  
23 limitation the right of eminent domain, and the right to grant additional fiber optic  
24 system franchises. However, once effective, this Franchise is a contract and  
25 except as to those changes which are the result of the City's lawful and necessary  
26 exercise of police powers, neither party may take any unilateral action which  
27 changes the explicit mutual promises.

28  
29 (3) The Franchise issued and the franchise fees paid hereunder are not in lieu  
30 of any other required generally applicable permit, authorization, fee, charge or tax.  
31 Without limiting the foregoing, the City, among other things, does not waive the  
32 requirements of, or the Franchisee's duty to obtain, all applicable permits, and to  
33 comply with the conditions thereof; to comply with zoning laws; or to comply with  
34 any generally applicable codes, ordinances and regulations governing the  
35 construction of the Telecommunications System.

36  
37 (D) No Recourse.

38  
39 Without limiting such immunities as the City or other persons may have under applicable  
40 law, Franchisee shall have no monetary recourse whatsoever against the City or its  
41 officials, boards, commissions, agents, volunteers, or employees for any loss, costs,  
42 expense or damage arising out of any provision or requirement of this Franchise or  
43 because of the enforcement of this Franchise or other applicable law, unless the same  
44 shall be caused by criminal acts or by willful or gross negligence.

45  
46 (E) Effect of Change in Law.

47  
48 In the event that state or federal laws, rules, or regulations preempt a provision or limit  
49 the enforceability of a provision of this franchise, then the provision shall be read to be  
50 preempted or limited to the extent and for the time, but only to the extent and for the time,

1 that such laws, rules or regulations validly acted to preempt or limit such provision. In the  
2 event such state or federal law, rule, or regulation is subsequently repealed, rescinded,  
3 amended, or otherwise changed, so that the provision hereof that had been preempted  
4 or limited is no longer so affected, such provision shall thereupon return to full force and  
5 effect and shall thereafter be binding on the parties hereto, without the requirement of  
6 further action on the part of the affected party.

7  
8 **Section 4. RENEWAL PROCEDURES.**

9 The Parties agree that renewal of this Franchise will be guided by and comply with the  
10 provisions provided on Exhibit "A" attached hereto and incorporated herein by this  
11 reference.

12  
13 **Section 5. TRANSFERS.**

14 (A) The Telecommunications System and this Franchise shall not be sold, assigned,  
15 transferred, leased or disposed of, either in whole or in part, either by involuntary sale or  
16 by voluntary sale, merger or consolidation; nor shall title thereto either legal or equitable,  
17 or any right, interest or property therein pass to or vest in any Person without the prior  
18 written consent of the City, which consent shall not be unreasonably withheld. Such  
19 consent shall not be deemed to waive any rights of the City to subsequently enforce this  
20 provision, or to enforce any other provision of this Franchise.

21  
22 (B) The Franchisee shall promptly notify the City of any actual or proposed sale,  
23 change in, transfer of, or acquisition by any other party, of control of the Franchisee. The  
24 word "control" as used herein is not limited to majority stock ownership but includes actual  
25 working control in whatever manner exercised. Every change, transfer or acquisition of  
26 control of the Franchisee shall make this Franchise subject to cancellation unless and  
27 until the City shall have expressly consented in writing thereto. Such consent shall not be  
28 deemed to waive any rights of the City to subsequently enforce noncompliance issues  
29 relating to this Franchise.

30  
31 (C) Prior to any such sale, transfer or change in control of the Telecommunications  
32 System, the Franchisee shall make a written request to the City for its approval of a sale  
33 or transfer or change in control and shall furnish therewith all information required by law.

34  
35 (D) In seeking the City's consent to any change in ownership or control, the proposed  
36 transferee or new controlling Person shall indicate whether it or any of its management  
37 officers or directors:

38  
39 (1) Has or have ever been convicted, pleaded guilty or nolo contendere, or held  
40 liable for acts involving deceit including any violation of federal, State or local law  
41 or regulations or is currently under an indictment, investigation or complaint  
42 charging such acts;

43  
44 (2) Has or have ever had a judgment in an action for fraud, deceit or  
45 misrepresentation entered against it by any court;

46  
47 (3) Has or have pending any material legal claim, lawsuit or administrative  
48 proceeding arising out of or involving a Telecommunications System;

49  
50 (4) Has the financial, legal and technical capability to enable it to maintain and

1 operate the Telecommunications System consistent with all of the terms and  
2 requirements of this Franchise for the remaining term of the Franchise.

3  
4 (E) The City shall act on the request within one hundred twenty (120) days of the  
5 Franchisee's submission of a complete application with all information required  
6 herein. Subject to the foregoing, if the City fails to render a final decision on the  
7 request within one hundred twenty (120) days thereafter, such request shall be  
8 deemed granted unless the requesting party and the City agree to an extension of  
9 time.

10  
11 (F) Within thirty (30) days of any transfer, sale or change in control, if approved or  
12 deemed approved by the City, the Franchisee shall file with the City a copy of the  
13 deed, agreement, lease or other written instrument evidencing such sale or  
14 transfer of ownership or change in control, certified and sworn to as correct by the  
15 Franchisee and the transferee or new controlling Person. In case of a sale or  
16 transfer of ownership, the transferee shall file its written acceptance agreeing to  
17 be bound by all of the provisions of this Franchise, subject to applicable law. In the  
18 event of a change in control in which the Franchisee is not replaced by another  
19 entity, the Franchisee will continue to be bound by all of the provisions of this  
20 Franchise.

21  
22 (G) In reviewing a request for sale or transfer or change in control, the City may inquire  
23 into the legal, technical and financial qualifications of the prospective controlling  
24 party or transferee, and the Franchisee shall assist the City in so inquiring;  
25 however, any inquiry shall not serve to extend the one hundred twenty (120) day  
26 review period referenced in subsection E.

27  
28 (H) Notwithstanding anything to the contrary in this subsection, the prior approval of  
29 the City shall not be required for any sale, assignment or transfer of the Franchise  
30 or Telecommunications System to an intra-company Affiliate; provided that the  
31 proposed assignee or transferee must show financial responsibility as is  
32 satisfactory to the City and must agree in writing to comply with all of the provisions  
33 of this Franchise. Further, the Franchisee may pledge the assets of the  
34 Telecommunications System for the purpose of financing without the consent of  
35 the City; provided that such pledge of assets shall not impair the Franchisee's  
36 responsibilities and capabilities to meet all of its obligations under the provisions  
37 of this Franchise.

### 38 39 **Section 6. FRANCHISE FEE.**

40 (A) Payment to the City.

41  
42 The Franchisee shall pay the City a franchise fee in an amount equal to five percent (5%)  
43 of Gross Revenues. The balance shall be deposited into the general fund or other fund(s)  
44 as designated by the City Council.

45  
46 (B) GAAP (General Acceptable Accounting Principles) Applies.

47  
48 Records of Telecommunications System revenues and expenses shall be kept in  
49 accordance with GAAP. Any disputes related to underpayment of franchise fees will be  
50 resolved with reference to GAAP.

1  
2 (C) Not in Lieu of any other Assessments, Tax or Fee.

3  
4 The franchise fee is in addition to all other generally applicable fees, assessments, taxes  
5 or payments that the Franchisee may be required to pay under any federal, state, or local  
6 law.

7  
8 (D) Payments.

9  
10 Franchise fees shall be paid quarterly commencing thirty (30) days after the end of each  
11 calendar quarter.

12  
13 (E) No Accord or Satisfaction.

14  
15 In accordance with the appropriate statute of limitations, no acceptance of any payment  
16 by the City required by this Franchise shall be construed as a release or an accord and  
17 satisfaction of any claim the City may have for further or additional sums payable as a  
18 franchise fee or for the performance of any other obligation of the Franchisee.

19  
20 (F) Monitoring Audits.

21  
22 The City may conduct an independent audit of the Franchisee's records reasonably  
23 related to the enforcement of this Franchise. If the audit shows that franchise fee  
24 payments have been underpaid by five percent (5%) or more, the Franchisee shall pay  
25 the total cost of the audit, such cost not to exceed fifteen thousand dollars (\$15,000) along  
26 with all unpaid franchise fee payments shown thereby, within forty-five (45) days following  
27 completion of the audit. The City shall have the right to conduct such audits as the City  
28 deems necessary, though no more frequently than once per calendar year, upon thirty  
29 (30) days' prior written notice to the Franchisee.

30  
31 (G) Consumer Disclosure.

32  
33 The amount of a Subscriber's total bill assessed as a Franchise Fee may be listed as a  
34 separate line item.

35  
36 **Section 7. CONSTRUCTION.**

37 (A) All work Subject to City Laws and Regulations.

38 The construction, operation, and repair of the Telecommunications System shall be  
39 performed in compliance with all laws, ordinances, resolutions, departmental rules,  
40 regulations, written policies, and practices affecting such system. Persons engaged in the  
41 construction, operation, or repair of the Telecommunications System shall exercise  
42 reasonable care in the performance of all their activities and shall use commonly accepted  
43 methods and devices for preventing failures and accidents that are likely to cause  
44 damage, injury, or nuisance to the public or to property.

45  
46 (B) Permits.

47  
48 All work performed will be performed in strict accordance with the conditions of the  
49 appropriate City permits. City will not unreasonably withhold granting of permits. Upon  
50 order of the City, any work and/or construction undertaken that is not completed in

1 compliance with the City's requirements, or which is installed without obtaining necessary  
2 permits and approvals shall be removed in accordance with the reasonable time line set  
3 forth by the City, unless the Franchisee receives the necessary permits and approvals  
4 and/or corrects the non-compliant work or construction.

5  
6 (C) Safety Codes.

7  
8 Without limiting the foregoing, the installation, construction, operation and maintenance  
9 of the Telecommunications System shall be in accordance with the requirements of the  
10 National Electrical Safety Code of the American Insurance Association (successor to  
11 National Board of Fire Underwriters) and all applicable laws, ordinances, rules,  
12 regulations of the State and of the City affecting electrical installations and buildings in  
13 effect at the time of such installation. All structures and all lines, equipment, and  
14 connections in, over, under, and upon the streets shall at all times be kept and maintained  
15 in a safe, suitable, substantial condition, and in good order and repair.

16  
17 (D) Installations, Excavations, and Restorations.

18  
19 The City shall have the right to regulate the time, manner and location of facilities in the  
20 Public Rights-of-Way. Without limiting the foregoing, the City may require the Franchisee,  
21 where unreasonable delay in the Franchisee's work will not result, to coordinate its work  
22 with work performed by others in the Public Rights-of-Way so that interference with the  
23 use of the Public Rights of-Way by others, including others that may be installing fiber  
24 optic systems or other communications systems such as but not limited to fiber,  
25 telephone, and cable television, may be minimized. The City may require a person using  
26 the Public Rights-of-Way to cooperate with others through joint trenching and other  
27 arrangements to minimize adverse impacts on the Public Rights-of-Way, subject to the  
28 Franchisee's right to not be unduly delayed in its emergency or planned work. The  
29 Franchisee shall have the right to excavate in, occupy, and use all Public Rights-of-Way  
30 and easements for the purpose of installing, erecting, constructing, repairing, maintaining,  
31 removing, relocating, and operating the Telecommunications System after obtaining any  
32 and all appropriate permits from the City.

33  
34 (E) Employee Identification.

35  
36 Any and all employees performing work on behalf of the Franchisee shall possess at all  
37 times a photo identification badge including a telephone number for verification. The  
38 Franchisee's vehicles shall also be marked with applicable identification.

39  
40 (F) Clean-up and Restoration.

41  
42 After any excavation shall be made and after work is completed, the Franchisee, at the  
43 Franchisee's expense, shall as soon as practicable, weather permitting, remove all  
44 surplus material, and restore the portion of the Public Rights-of-Way to a condition that  
45 reasonably meets or exceeds the pre-excavation condition of such Rights-of-Way, subject  
46 to inspection by the City. Any other affected public or private property shall be restored to  
47 a condition reasonably as good as that which existed prior to the work. If the Franchisee  
48 fails to restore promptly the affected property, including reseeding, then following written  
49 notice to the Franchisee, and reasonable opportunity to cure, the City may make the  
50 restoration in a manner satisfactory to the City, and all costs incurred for such restoration,

1 whether done with the City work forces and equipment or otherwise shall be paid by the  
2 Franchisee.

3  
4 (G) Use of Existing Poles and Conduit.

5  
6 (1) The Franchisee shall utilize existing poles and conduit wherever possible,  
7 subject to the consent of such pole and/or conduit owners. Franchisee shall not  
8 install poles in the Right-of-Way without the permission of the City, which City may  
9 withhold for any or no reason.

10  
11 (2) In areas where either electric or telephone utility wiring is aerial, the  
12 Franchisee may install aerial fiber optic lines, except when a property owner or  
13 resident requests underground installation and agrees to bear the additional cost  
14 in excess of aerial installation.

15  
16 (3) In areas where electric and telephone lines or wires are installed  
17 underground at the time of Telecommunications System construction, or when all  
18 such wiring is subsequently placed underground, all Telecommunications System  
19 lines shall also be placed underground with other wireline service at no expense  
20 to the City or Subscribers unless funding is generally available for such relocation  
21 to all users of the Public Rights-of-Way. All Telecommunications System  
22 equipment, including, but not limited to, pedestals and power supplies, must be  
23 placed in accordance with the City's applicable code requirements and rules. New  
24 drops which are intended to be underground shall be buried within fourteen (14)  
25 business days of placement, weather and ground permitting.

26  
27 (4) In the event that (i) the Franchisee cannot obtain the necessary poles and  
28 related facilities pursuant to a pole attachment agreement, and (ii) the City in its  
29 sole discretion has consented to the installation of a pole, and only in such event,  
30 then it shall be lawful for the Franchisee to make all needed excavations in the  
31 Rights-of-Way for the purpose of placing, erecting, laying, maintaining, repairing,  
32 and removing poles, supports for wires and conductors, and any other facility  
33 needed for the maintenance or extension of the Franchisee's Telecommunications  
34 System. Any poles of the Franchisee shall be located as designated by the proper  
35 City authorities.

36  
37 (5) This Franchise does not grant, give or convey to the Franchisee the right or  
38 privilege to install its facilities in any manner on specific utility poles or equipment.

39  
40 (6) The Franchisee and the City recognize that situations may occur in the  
41 future where the City may desire to place its own fiber optic lines or conduit. The  
42 Franchisee agrees to cooperate with the City in any construction by the Franchisee  
43 that involves trenching or boring, provided that the City has first notified the  
44 Franchisee in writing that it is interested in sharing the trenches or bores in the  
45 area where the Franchisee's construction is occurring. The Franchisee shall allow  
46 the City to lay City cables and conduits in the Franchisee's trenches and bores,  
47 provided that the City shares in the cost of the trenching and boring on the same  
48 terms and conditions as the Franchisee, and that the City agrees not to use such  
49 cables and conduits laid in the Franchisee's trenches and bores to provide  
50 commercial services competing with those of the Franchisee under this Franchise.

1 The City shall be responsible for maintaining its respective cables and conduits  
2 buried in the Franchisee's trenches and bores under this paragraph.

3  
4 (H) Publicizing proposed Construction Work.

5  
6 The Franchisee will publicize any initial build or any substantial rebuild or upgrade of its  
7 Telecommunications System in each affected neighborhood before commencing that  
8 work by notifying those persons whose property is within three hundred (300) feet of the  
9 work in at least two of the following ways:

- 10  
11 (1) Telephone;  
12 (2) In person;  
13 (3) By mail;  
14 (4) Online via its website;  
15 (5) Other forms of electronic communication such as e-mail or text message as  
16 allowed by law;  
17 (6) By distributing flyers to residences; or  
18 (7) By publication in local newspapers or by television public service  
19 (8) announcement.

20  
21 (I) Relocation.

22  
23 The Franchisee shall, within a reasonable time specified by the City, protect, support,  
24 temporarily disconnect, relocate, or remove any of its property when requested by the  
25 City by reason of traffic conditions; public safety; Public Right-of-Way construction and  
26 repair (including re-grading, resurfacing or widening); Public Right-of-Way vacation;  
27 construction, installation or repair of sewers, drains, water pipes, power lines, signal lines,  
28 tracks, or any other type of government-owned system or utility, public work, public  
29 facility, or improvement. Collectively, such matters are referred to below as the "public  
30 work." If funds are available to any person using the Public Rights-of-Way for the purpose  
31 of defraying the cost of any of the foregoing, the City shall reimburse the Franchisee in  
32 the same manner in which other persons affected by the requirement are reimbursed. If  
33 the funds are controlled by another governmental entity, the City shall make application  
34 for such funds on behalf of the Franchisee.

35  
36 (J) Contribution.

37  
38 Nothing herein shall be construed to reduce or otherwise affect any right the Franchisee  
39 has to recover (from a party other than the City), seek contribution for or to offset the  
40 costs of complying with the requirements of this provision.

41  
42 (K) Removal or Modification of Facilities.

43  
44 Whenever the Franchisee intends to discontinue using any facility within the Public  
45 Rights-of-Way, the Franchisee shall notify the City of its intent regarding such  
46 discontinuance. The Franchisee may remove the facility or request that the City permit it  
47 to remain in place. Notwithstanding the Franchisee's request that any such facility remain  
48 in place, the City may require the Franchisee to remove the facility from the Right-of-Way  
49 and/or modify the facility to protect the public health, welfare, safety, and convenience, or  
50 otherwise serve the public interest. The Franchisee shall use its best efforts to complete

1 such removal or modification in accordance with a schedule set by the City. Until such  
2 time as the Franchisee removes or modifies the facility as directed by the City, or until the  
3 rights to and responsibility for the facility are accepted by another Person having authority  
4 to construct and maintain such facility, the Franchisee shall be responsible for all  
5 necessary repairs and relocations of the facility, as well as maintenance of the Public  
6 Right-of-Way, in the same manner and degree as if the facility were in active use, and the  
7 Franchisee shall bear all liability for such facility.

8  
9 (L) Moving of Buildings.

10  
11 Whenever it becomes necessary to temporarily rearrange, remove, lower, or raise the  
12 aerial cables or wires or other apparatus of the Franchisee to permit the passage of any  
13 building, machinery, or other object, the Franchisee shall perform such rearrangement  
14 upon receipt of payment for the estimated costs incurred by the Franchisee in making  
15 such rearrangements, and provided that the Franchisee received written notice at least  
16 thirty (30), days in advance from the person or persons desiring to move said building,  
17 machinery, or other objects. The written notice shall detail the route of movement of the  
18 building, machinery, or other object. The costs incurred by the Franchisee in making such  
19 rearrangements of its aerial plant will be borne by the person or persons seeking such  
20 rearrangement, unless the aerial plant is placed or maintained in violation of the  
21 applicable rules of any local, state, or federal regulatory agency and thereby unlawfully  
22 interferes with the movement.

23  
24 (M) Restoration of Property.

25  
26 The Franchisee shall reconstruct, replace, or restore to its previous condition in a timely  
27 fashion that portion of any street, alley, or public way or place; and any water, sewer,  
28 sanitary sewer, storm drainage, traffic signalization or other facility of the City, disturbed  
29 or damaged by the Franchisee, to a condition reasonably acceptable to the City  
30 consistent with reasonable standards of safety and appearance as required by generally  
31 applicable law and codes adopted pursuant to exercise of the City's police powers.

32  
33 (N) Repairs and Reimbursement.

34  
35 The Franchisee shall properly replace and repair the surface, base, and landscape  
36 treatment of any Public Right-of-Way that may be excavated or damaged by reason of  
37 the erection, construction, maintenance, or repair of the Franchisee's facilities within a  
38 reasonable time after completion of the work in accordance with existing standards of the  
39 City in effect at the time of the work. The Franchisee shall give to the City twenty-four (24)  
40 hours' notice prior to undertaking any repair, replacement, or extension of its service on  
41 Public Rights-of-Way which require a City permit. Upon failure of the Franchisee to  
42 perform any such repair or replacement work, and after ten days' notice in writing shall  
43 have been given by the City to the Franchisee, the City may repair such portion of the  
44 Public Right-of-Way as may have been disturbed by the Franchisee, its contractors or  
45 agents, and upon receipt of an itemized bill from the City, the Franchisee will promptly  
46 reimburse the City for all reasonable costs so incurred. Notwithstanding the foregoing, if  
47 the City determines that the failure of the Franchisee to properly repair or restore the  
48 Public Right-of-Way constitutes a safety hazard to the public, the City may undertake  
49 emergency repairs and restoration efforts. The Franchisee shall promptly reimburse the  
50 City for all reasonable costs incurred by the City. Should the City reasonably determine,

1 within three (3) years for the surface or base, and within ninety (90) days for landscape  
2 treatment, from the date of any restoration performed by the Franchisee, that such  
3 surface, base, or landscape treatment requires additional restoration under this section,  
4 the Franchisee shall perform and bear the costs for such additional restoration work to  
5 the reasonable satisfaction of the City within a reasonable period of time following notice  
6 from the City.

7  
8 (O) Trimming of Trees.

9  
10 The Franchisee may, upon reasonable notification to the City, trim trees above ground  
11 which infringe upon easements, rights of way or streets of the City to prevent the trees  
12 from coming into contact with the Telecommunications System, and the City, at its option  
13 may do such trimming at the expense of the Franchisee.

14  
15 (P) Supplying Maps.

16  
17 The Franchisee shall maintain on file all available maps, operational data, and reports  
18 pertaining to its operations in the City. Upon request of the City, the Franchisee shall  
19 furnish to the City, as soon as practicable without charge, current maps in a format  
20 compatible with the City's GIS software showing the location and dimension of those  
21 distribution facilities located within the Public Rights-of-Way within the Franchise Area.  
22 The Franchisee supplying maps under this provision may excise proprietary information  
23 so long as the location and dimension of any facilities, and their character (e.g., pole,  
24 equipment cabinet, fiber optic cable, power line) are clearly shown.

25  
26 (Q) Failure to Perform.

27  
28 If the Franchisee should fail to perform any work required under this Section after written  
29 notice and reasonable opportunity to cure, the City may cause work to be performed, and  
30 may bill the Franchisee therefore, or draw upon any security fund or bond to recover its  
31 costs and associated recovery costs. If the City bills the Franchisee, the Franchisee shall  
32 pay the amount billed within thirty (30) days of receipt of the bill.

33  
34 (R) Inspection of Construction and Facilities.

35  
36 The City may inspect any of the Franchisee's facilities, equipment or construction in the  
37 Public Right-of-Way at any time during normal business hours upon at least twenty-four  
38 (24) hour notice, or, in case of an emergency, at any time, upon demand without prior  
39 notice. If an unsafe condition is found to exist, the City, in addition to taking any other  
40 action permitted under applicable law, may order the Franchisee, in writing, to make the  
41 necessary repairs and alterations specified therein forthwith to correct the unsafe  
42 condition by a time the City establishes. The City has the right to correct, inspect,  
43 administer and repair the unsafe condition if the Franchisee fails to do so, and to charge  
44 the Franchisee therefor.

45  
46 **Section 8. CONSTRUCTION PROVISIONS.**

47 (A) Construction Standards.

48  
49 The Franchisee will comply with all lawful and generally applicable construction standards  
50 utilized by the City. The construction, operation, and repair of the Telecommunications

1 System will be in accord with all applicable law. The construction, operation, and  
2 maintenance of the Telecommunications System shall be performed by experienced and  
3 properly trained properly and licensed maintenance and construction personnel.

4  
5 (B) Standards following construction or upgrade.

6  
7 Upon completion of any Telecommunications System upgrade, the Telecommunications  
8 System shall:

9  
10 (1) Utilize facilities and equipment generally comparable to that used in other  
11 high-quality, reliable Telecommunications Systems of similar design, including  
12 commercially reasonable backup power resources.

13  
14 (2) Shall include the facilities and equipment (except customer premises  
15 equipment) required to support the broadband services.

16  
17 (3) Provide reliable service and possess auto-start back-up power at the  
18 System Hub and elsewhere reasonably necessary (consistent with accepted  
19 industry standards and the system design) to avoid or minimize service  
20 interruptions.

21  
22 **Section 9. RESIDENTIAL SERVICE.**

23  
24 (A) Telecommunications System Deployment and Access.

25 Franchisee has established Telecommunications System deployment plans which  
26 include the estimated projected dates when deployment of the Telecommunications  
27 System will be completed and activated within the Franchise Area. Franchisee commits  
28 to using reasonable efforts to construct its Telecommunications System within the  
29 Franchise Area in accordance with those plans and will meet with the City every six (6)  
30 months to update the City on the current status of construction and anticipated timeline  
31 to completion. The Franchisee may not charge the Subscriber the cost of extending the  
32 Telecommunications System plant to a point where the dwelling unit can be served by a  
33 Standard Drop, other than its standard, non-discriminatory installation fee.

34  
35 (B) General Service.

36  
37 Once the Telecommunications System construction is complete in a given location within  
38 the Franchise Area, and Telecommunications Service is available, Franchisee shall  
39 provide Telecommunications Service within seven (7) days of a request by any potential  
40 Subscriber within the given location. For purposes of this Section, a request shall be  
41 deemed made on the date of signing a service agreement, receipt of funds by Franchisee,  
42 receipt of a written request by Franchisee or receipt by Franchisee of a verified verbal  
43 request. Except as otherwise provided herein, Franchisee shall provide such service:

44  
45 (1) With no line extension charge except as specifically authorized elsewhere  
46 in this Franchise Agreement.

47  
48 (2) At a non-discriminatory installation charge for a standard installation,  
49 consisting of a Standard Drop connecting to an inside wall for Residential  
50 Subscribers, with additional charges for non-standard installations computed

1 according to a non-discriminatory methodology for such installations, adopted by  
2 Franchisee and provided in writing to the City.

3  
4 (3) At non-discriminatory monthly rates for Residential Subscribers.

5  
6 (C) Cost-Sharing for Low Density Areas.

7  
8 The Franchisee shall offer a cost-sharing arrangement to residents requesting service in  
9 a low-density area whereby the Franchisee and the requesting Subscriber will each bear  
10 their proportionate share of construction costs to the point where the Dwelling Unit can  
11 be served by a Standard Drop. The Franchisee's share will be the cost of construction  
12 multiplied by a fraction, the numerator of which will be the number of Dwelling Units per  
13 mile of fiber optic plant in the area where the extension will occur, and the denominator  
14 of which will be thirty (30). The requesting Subscribers shall bear the remaining cost on  
15 a pro-rata basis. The Franchisee may require the payment of the construction cost borne  
16 by potential Subscribers in low density areas be paid in advance.

17  
18 (D) New Housing Developments.

19  
20 Nothing in this Agreement shall prohibit the City, the Franchisee, or any other person from  
21 entering into an agreement whereby entire new housing developments may be pre-wired  
22 for efficient future expansion of the Telecommunications System.

23  
24 (E) Service to Multiple Dwelling Units.

25  
26 Consistent with this Section 9, once the Telecommunications System construction is  
27 complete in a given location within the Franchise Area and the Telecommunications  
28 Network is available, the Franchisee intends to offer the individual units of a Multiple  
29 Dwelling Unit the Telecommunications Service offered to other Dwelling Units in the City  
30 and shall individually wire units upon request of the property owner or renter who has  
31 been given written authorization by the owner; provided, however, that any such offering  
32 is conditioned upon the Franchisee having legal access to said Dwelling Unit.

33  
34 (F) Mandatory Line Extension for Primary Telecommunications Service Provider.

35  
36 (1) In the event Franchisee provides Telecommunications Service to at least  
37 65% of all potential subscribers within the Franchise Area, the Franchisee shall,  
38 upon written request by an un-served potential subscriber, extend service to any  
39 Dwelling Unit not already passed by the Franchisee's Telecommunications System  
40 in which the density of Dwelling Units is at least thirty (30) Dwelling Units per fiber  
41 mile from existing connection to the Telecommunications System plant. The  
42 Franchisee may not charge the Subscriber the cost of extending the  
43 Telecommunications System plant to a point where the dwelling unit can be served  
44 by a Standard Drop, other than its standard, non-discriminatory installation fee.

45  
46 (2) If any other Telecommunications Service provider, other than Franchisee,  
47 is actively and currently providing or offering Telecommunications Services to the  
48 specific requesting Dwelling Unit requesting Telecommunications Services as  
49 described in this Section 9, Paragraph F(1), the Franchisee is not required to  
50 extend Telecommunications Service or its Telecommunications System until no

1 other Telecommunications Service Provider is willing and able to provide  
2 Telecommunications Service to the Dwelling Unit.

3  
4 **Section 10. SYSTEM OPERATIONS.**

5 (A) Technical Standards.

6  
7 The Telecommunications System must meet or exceed industry standard technical  
8 performance standards.

9  
10 (B) Future Upgrades.

11  
12 The Franchisee shall make such commercially practicable improvements to its  
13 Telecommunications System throughout the Franchise term to ensure that Subscribers  
14 are able to obtain advanced Telecommunications Service, and so that services can be  
15 added throughout the franchise term.

16  
17 (C) System Maintenance.

18  
19 The Franchisee may intentionally interrupt service on the Telecommunications System  
20 only for good cause and for the shortest time possible and, except in emergency situations  
21 or to the extent necessary to fix the affected Subscriber's service problems, only after a  
22 minimum of forty-eight (48) hours' prior notice to Subscribers and the City of the  
23 anticipated service interruption; provided, however, that there shall be no minimum prior  
24 notice period, for planned maintenance that:

25  
26 (1) Does not require more than two (2) hours' interruption of service; and

27  
28 (2) occurs between the hours of 1:00 a.m. and 6:00 a.m.

29  
30 (D) FCC-Mandated Testing.

31  
32 (1) The Franchisee shall, at its expense, perform any tests on its  
33 Telecommunications System that may be required by the FCC or Applicable Law  
34 and shall maintain written records of its test results. Copies of such test results will  
35 be provided to the City upon request.

36  
37 (2) All required technical performance tests may be witnessed by  
38 representatives of the City. Upon request, the Franchisee will notify the City before  
39 any required technical proof-of-performance testing occurs.

40  
41 (3) The Franchisee shall promptly take such measures as are necessary to  
42 correct any performance deficiencies fully and to prevent their recurrence as far as  
43 practicable.

44  
45 (E) Standby Power.

46  
47 The Franchisee shall provide standby power generating capacity at the System Hub  
48 capable of providing at least twelve (12) hours of emergency operation.

49  
50 **SECTION 11. Customer Service Standards; Customer Bills; and Privacy**

1 **Protection**

2 (A) Customer Service Standards.

3  
4 Franchisee shall comply in all respects with industry standard “best practice” customer  
5 service requirements as well as any customer service requirements established by  
6 Applicable Law.

7  
8 (B) Customer Bills.

9  
10 Customer bills shall be designed in such a way as to present the information contained  
11 therein clearly and comprehensibly to Customers, and in a way that is not misleading  
12 and does not omit material information.

13  
14 (C) Privacy Protection.

15  
16 Franchisee shall comply with all applicable federal and state privacy laws and  
17 regulations adopted pursuant thereto.

18  
19 **Section 12. CONNECTION OF PUBLIC FACILITIES**

20 (A) As Franchisee’s construction of its Telecommunications System passes public  
21 buildings within the City, and upon one hundred twenty (120) days advance written  
22 request of the City:

23  
24 (1) Franchisee shall provide one (1) Telecommunications System connection  
25 at no charge to each City government building, including without limitation to the  
26 City Government Center, each public school, each fire station, and each police  
27 station located within the Franchise area within one Standard Drop of the nearest  
28 Telecommunications System facilities; and

29  
30 (2) Franchisee shall provide, at its sole cost and expense, at each connection  
31 made in Section 12(A)(1) above either five (5) static IPv4 addresses or twenty-four  
32 (24) static IPv6 addresses.

33  
34 (B) Franchisee covenants and warrants that Franchisee and its related entities shall  
35 take no steps to limit, speed or throughput throttle, or in any other way diminish, meter,  
36 or alter the City’s or any of the covered public schools’ provision of internet  
37 communications delivered to or received from any Internet-connected entity; and

38  
39 (C) Franchisee may offset the costs for the provision of the services and conditions  
40 specified in this Section against the Franchise Fee payable hereunder. Should  
41 Franchisee elect to offset complimentary Service after service is activated, Franchisee  
42 shall provide the City with advance written notice of such action. Such notice shall  
43 document the proposed offset or service charges so that the City can make an informed  
44 decision as to its course of action. Upon receipt of such notice the City shall have up to  
45 one hundred twenty (120) days to either (1) maintain the commitment with the  
46 understanding that the value shall be offset from Franchise Fees; (2) relieve Franchisee  
47 from the commitment obligation under the Franchise; or (3) pay for the services rendered  
48 pursuant to the commitment in accordance with Franchisee’s regular and  
49 nondiscriminatory term and conditions.

1 **Section 13. OPERATION AND REPORTING PROVISIONS.**

2 (A) Right to inspect and copy.

3  
4 The City shall have the right to inspect and copy records: related in whole or in part to the  
5 construction, operation or repair of the Telecommunications System and reasonably  
6 necessary for the City to monitor compliance with the terms of this Ordinance or  
7 applicable law; or reasonably necessary to the exercise of any right or duty of the City  
8 under the same. The Franchisee is responsible for maintaining control over records, as  
9 required by law, related to the construction, operation, or repair of the  
10 Telecommunications System. Other than records containing confidential financial and/or  
11 proprietary information, the Franchisee shall produce these records upon the City's  
12 request for the City's inspection within the limits of the City. Records must be maintained  
13 for a period of six (6) years, except that the Franchisee may specify a shorter period for  
14 certain categories of voluminous records where the information contained therein can be  
15 derived simply from other materials. The City agrees it will not audit more than once every  
16 two years.

17  
18 (B) Reports.

19  
20 Unless the City specifically waives the requirement in writing, the Franchisee shall at all  
21 times maintain:

- 22  
23 (1) Records of all written complaints received, their nature and resolution. The  
24 term "complaints" refers to complaints about any aspect of the Franchisee's  
25 construction, operations or repair activities;  
26  
27 (2) Records of outages known to the Franchisee, their cause and duration;  
28  
29 (3) Records of service calls for repair and maintenance indicating the nature of  
30 the call for service, the date and time service was requested, the date of  
31 acknowledgment and date and time service was scheduled (if it was scheduled),  
32 and the date and time service was provided, and (if different) the date and time the  
33 problem was solved;  
34  
35 (4) Records of installation/reconnection and requests for service extension,  
36 indicating date of request, date of acknowledgment, and the date and time service  
37 were extended;  
38  
39 (5) Records sufficient to show whether the Franchisee has complied with  
40 Applicable Law related to the Telecommunications Service.

41  
42 (C) Retention of Records; Relation to Privacy Rights.

43  
44 Nothing in this Section shall be read to require the Franchisee to violate Applicable Law  
45 governing privacy. The Franchisee shall be responsible for redacting any data that state  
46 or federal law prevents it from providing to the City. Records shall be kept for at least six  
47 (6) years, except that service call logs may be retained for three (3) years, so long as the  
48 information contained therein is reflected in other documents.

49  
50 **Section 14. INSURANCE; SURETY; INDEMNIFICATION.**

1 (A) Insurance.

2  
3 General Conditions. Except as this Franchise may otherwise provide, the Franchisee  
4 shall procure and maintain in full force and effect during the life of its Franchise, such  
5 insurance as is required in this Section below. Policies of insurance shall be written by  
6 companies authorized to write such insurance in New Mexico, and they shall be in a form  
7 reasonably satisfactory to the City and properly filed and approved by the Superintendent  
8 of Insurance, State of New Mexico. The Franchisee shall furnish the City copies of  
9 certificates of required insurance upon written request. All certificates of insurance (or  
10 policies) shall provide that thirty (30) days' written notice be given to the City before a  
11 policy is cancelled, materially changed or not renewed. Various types of required  
12 insurance may be written in one or more policies. With respect to all coverages required  
13 other than workers' compensation, the City shall be named an additional insured. All  
14 coverages shall be primary with respect to operations provided. The certificates of  
15 insurance and endorsements for each policy shall be signed by a person authorized by  
16 that insurer to bind coverage on its behalf. Certificates and other required proofs shall be  
17 filed with the City within thirty (30) days of the issuance of this Franchise, once a year  
18 thereafter, and whenever there is any change in coverage, upon written request.

19  
20 (B) No Work Without Insurance.

21  
22 The Franchisee (or those acting on its behalf) shall not commence construction or  
23 operation of the Telecommunications System without first obtaining insurance in amounts  
24 and of a type satisfactory to the City. The required insurance must be obtained and  
25 maintained for the entire period the Franchisee has facilities in the Public Rights-of-Way  
26 or on public property. If the Franchisee, its contractors, or subcontractors do not have the  
27 required insurance, the City may order such persons to stop operations until the insurance  
28 is obtained and approved.

29  
30 (C) Work of Subcontractors.

31  
32 If any part of the construction, operation or repair of the Telecommunications System is  
33 subcontracted, the Franchisee shall:

- 34  
35 (1) Include any and all subcontractors in its insurance policies; or  
36  
37 (2) Require the subcontractor to secure insurance to protect itself against all  
38 hazards enumerated herein which are not covered by the Franchisee's policies.

39  
40 (D) Approval of Insurance.

41  
42 Neither approval nor failure to disapprove certificates, policies or the insurance by the  
43 City shall relieve the Franchisee or any sub-Franchisee of full responsibility to maintain  
44 the required insurance in full force and effect.

45  
46 (E) Commercial General Liability Insurance Including Automobile.

- 47  
48 (1) The Franchisee shall procure and maintain during the life of this Franchise  
49 a comprehensive commercial general liability and automobile liability  
50 insurance policy with liability limits in amounts not less than One Million

1 Dollars (\$1,000,000) combined single limit of liability for bodily injury,  
2 including death, and property damage in anyone occurrence and in the  
3 aggregate. Said policies or insurance must include coverage for all  
4 operations performed for the City by the Franchisee, including, but not  
5 limited to, coverage for collapse, explosion, and underground liability  
6 coverage, coverage for the user of all owned, non-owned, hired  
7 automobiles, vehicles, and other equipment both on and off work, and  
8 contractual liability coverage which shall specifically insure the  
9 indemnification provisions of this Ordinance and any Franchise.

10  
11 (2) The above requirements shall include, but shall not be limited to, protection  
12 against:

13  
14 i. Damage to, or destruction of, public and private property including  
15 telephone conduit, telegraph conduit, power conduit, telephone signal  
16 cable, fiber optics cable, television cable, computer cable, fire alarm circuits,  
17 gas mains, gas service connections, sanitary sewers, sewer, house or  
18 building connections, water mains, water service connections, steam lines,  
19 petroleum products pipe lines, storm drains, storm inlet lines, including all  
20 appurtenances thereto while located below the surface of the ground,  
21 including injury or death, to person or persons caused by the Franchisee's  
22 operations, including blasting and trenching-backfilling-tamping with or  
23 without the use of mechanical equipment; and

24  
25 ii. The collapse of, or structural damage to, a building, house or structure,  
26 including power, telephone, telegraph, fire alarm, and street-light poles,  
27 curb and gutter and sidewalk, on public or private property, and destruction  
28 of, or damage to, other public and private property resulting therefrom,  
29 including injury or death to person or persons caused by the Franchisee,  
30 including but not limited to as a result of the Franchisee's operations in the  
31 removal of other buildings, structures, including their supports, trees and  
32 utility poles, or by excavation, including blasting, and trenching backfilling-  
33 tamping with or without use of mechanical equipment. "Other public and  
34 private property" as used herein shall include lawns, plants, flowers, trees,  
35 fences, yards, walls, etc.

36  
37 (F) Workers' Compensation Insurance.

38  
39 The Franchisee shall comply with the provisions of the Workers' Compensation Act, the  
40 Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The  
41 Franchisee shall procure and maintain during the life of a Franchise, complete workers'  
42 and employer's liability insurance in accordance with New Mexico law and regulations.  
43 Such insurance shall include coverage permitted under Section 52-1-10 NMSA 1978, for  
44 safety devices. With respect to workers' compensation insurance, if the Franchisee elects  
45 to be self-insured, it shall comply with the applicable requirements of law. If any portion  
46 of the construction, operation or repair of the Telecommunications System is to be  
47 subcontracted, The Franchisee shall require the subcontractor similarly to provide such  
48 coverage (or qualify as a self-insured) for all latter's employees to be engaged in such  
49 work. The Franchisee shall save harmless the City, its officers, agents and employees  
50 from any claims or actions occasioned by failure of the Franchisee to comply with the

1 provisions of this subparagraph. It is agreed that with respect to all workers' compensation  
2 insurance, the Franchisee and its insurer shall waive any right of subrogation it may  
3 acquire against the City, its officers, agents and employees by reason of any payment  
4 made on account of injury, including death resulting therefrom, sustained by any  
5 employee arising out of the performance of a Franchise, unless caused by the gross  
6 negligence or malfeasance of the City, its officers, agents and employees.

7  
8 (G) Alterations in Limits.

9  
10 This Franchise shall be interpreted to permit the City to require the Franchisee to increase  
11 its insurance limits, or obtain additional types of insurance should the City determine in  
12 good faith that there are significant increased risks to the City or its citizens based on the  
13 Franchisee's actions, by such time as reasonably may be specified by the City.

14  
15 (H) Ratings.

16  
17 The Franchisee's insurer shall have no less than an "A-" policyholder's rating and a  
18 financial rating of at least Class XI in accordance with the Best's rating current at the time  
19 purchased, unless specifically waived in writing by the City Manager.

20  
21 (I) No Contribution.

22  
23 Any insurance or self-insurance maintained by the City shall be excess of the  
24 Franchisee's insurance and shall not contribute with it.

25  
26 (J) Material Terms.

27  
28 The insurance requirements are material terms of this Franchise and cannot be changed  
29 without the mutual agreement of the City and the Franchisee. The Franchisee shall have  
30 insurance in place as herein required by the effective date of this Franchise, and shall,  
31 upon request, provide proof of such insurance reasonably satisfactory to the City prior to  
32 the effective date of the Franchise grant.

33  
34 (K) Indemnification.

35  
36 (1) To the extent permitted by applicable law, the Franchisee agrees to defend,  
37 indemnify and hold harmless the City, its trustees, elected and appointed officers,  
38 agents, volunteers, and employees, from and against any and all claims, demands,  
39 or causes of action of any kind or nature not resulting from the actions of the City,  
40 its trustees, elected and appointed officers, agents, volunteers, and employees,  
41 and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities,  
42 damages, orders, judgments, or decrees sustained by any third party arising out  
43 of, or by reason of, or resulting from or of the acts, errors, or omissions of the  
44 Franchisee, or its agents, independent contractors or employees related to or in  
45 any way arising out of the construction, operation or repair of the system, the  
46 conduct of the Franchisee's business in the City, or the Franchisee's enjoyment or  
47 exercise of its franchise.

48  
49 (2) The City will notify the Franchisee in writing of its duty to indemnify in any  
50 case subject to the indemnity in which the Franchisee is not a named defendant

1 or plaintiff. The Franchisee will employ competent counsel, reasonably acceptable  
2 to the City Attorney.  
3

4 **Section 15. CONTINUITY OF SERVICE.**

5 (A) It is the right of each subscriber in the Franchisee's Franchise Area to receive all  
6 available Telecommunications Service offered by the Franchisee as long as the  
7 subscriber's financial and other obligations to the Franchisee are satisfied.  
8

9 (B) The Franchisee shall make its best efforts to provide all Subscribers with  
10 continuous services.  
11

12 (C) Uninterrupted Telecommunications Service. At the City's request, the Franchisee  
13 shall operate its system for a temporary period (the "transition period") following the  
14 termination of its franchise or any transfer as necessary to maintain Telecommunications  
15 Service to Subscribers, and shall cooperate with the City to assure an orderly transition  
16 from it to another entity. The transition period shall be no longer than the reasonable  
17 period required to select another entity and in no event shall be longer than twelve (12)  
18 months, unless extended by mutual consent of the Franchisee and the City. During the  
19 transition period, the Franchisee will continue to be obligated to comply with the terms  
20 and conditions of this franchise and applicable laws and regulations, and will be deemed  
21 to have the necessary authorization required from the City to enable it to provide  
22 Telecommunications Service.  
23

24 (D) If the Franchisee abandons its Telecommunications System during the franchise  
25 term or any transition period, or fails to operate its Telecommunications System in  
26 accordance with the terms set forth in this Section, the City, at its option, may purchase  
27 the Telecommunications System at the price established pursuant to the procedure set  
28 forth of Exhibit B incorporated herein by this reference (the "Market Price") and operate  
29 the Telecommunications System or designate another entity to operate the  
30 Telecommunications System temporarily until the Franchisee agrees to restore and  
31 restores a continuous Telecommunications Service in compliance with the franchise or  
32 until the franchise is revoked and a new entity selected by the City is providing  
33 Telecommunications Service.  
34

35 (E) The City shall be entitled to exercise its rights under this Section if the:

36  
37 (1) The Franchisee fails to provide the Telecommunications Service in  
38 accordance with its franchise over a substantial portion of the Franchise Area for  
39 one hundred-twenty (120) consecutive hours, unless such failure is due to force  
40 majeure or the City authorizes a longer interruption of service; or  
41

42 (2) The Franchisee, for any period, willfully and without cause refuses to  
43 provide the Telecommunications Network in accordance with its franchise over a  
44 substantial portion of the Franchise Area.  
45

46 (F) Rights upon Franchise Termination or Revocation.  
47

48 If the City revokes the franchise or the franchise otherwise terminates, the City shall have  
49 the following rights, in addition to the rights specified in this franchise or under applicable  
50 law:

1  
2 (1) The City may require the former Franchisee to remove its facilities and  
3 equipment at the former Franchisee's expense. If the former Franchisee fails to do  
4 so within a reasonable period of time, the City may have the removal done at the  
5 former Franchisee's and/or surety's expense, subject to any right of abandonment  
6 that may be provided for under applicable law. However, Franchisee shall have no  
7 obligation to remove its facilities where it utilizes the system to provide other non-  
8 Telecommunications Services and has any other authority under applicable law to  
9 maintain facilities in the public rights-of-way, or where Franchisee is able to find a  
10 purchaser of the Telecommunications System, acceptable to the City, who holds  
11 such authorization.

12  
13 (2) The City, by resolution, may acquire ownership or affect a transfer of the  
14 Telecommunications System at the Market Price if the franchise is revoked for  
15 cause in accordance with this Franchise.

16  
17 (3) Section 15(F)(ii) does not apply to an abandonment. If the  
18 Telecommunications System or any part thereof is abandoned by the Franchisee,  
19 the City may require the Franchisee to transfer title to the abandoned portions to it  
20 at no charge, free and clear of encumbrances, and the same will become the City's  
21 property and the City may keep, sell, assign, or transfer all or part of the assets of  
22 the Telecommunications System, or otherwise dispose of those assets as it sees  
23 fit. In the event the City acquires title, the Franchisee shall have no further liability  
24 for the Telecommunications System.

25  
26 **Section 16. ENFORCEMENT AND REMEDIES; DUE PROCESS; REVOCATION.**

27 (A) Right to Revoke; Generally.

28  
29 (1) The City may revoke this Franchise if it finds that the Franchisee has  
30 committed a material breach of this Franchise or repeatedly failed to comply with  
31 this Franchise; has defrauded or attempted to defraud the City or Subscribers; or  
32 has attempted to evade the requirements of this Franchise.

33  
34 (2) Before revoking a Franchise, the following must have occurred:

35  
36 i. The City Manager, or designee, must give the Franchisee notice of an  
37 alleged default in performance (which notice will describe the nature of an  
38 alleged violation or breach) and a thirty (30) calendar day opportunity to  
39 cure or such additional time as is reasonably necessary (the "cure period");  
40 except that an opportunity to cure is not required where the defect in  
41 performance is due to willful misconduct or fraud or attempted fraud, is an  
42 adjudicated felony violation of criminal law, or is part of a pattern of  
43 substantial violations where the Franchisee has already had notice and  
44 opportunity to cure. The City may extend the cure period for up to thirty (30)  
45 additional days if the Franchisee has diligently attempted to correct the  
46 alleged default.

47  
48 ii. Not sooner than thirty (30) calendar days after the City Manager, or  
49 designee, notifies the Franchisee of the default (or such longer period as  
50 may be required to encompass an extended cure period), the City Council

1 shall hold a public hearing to consider whether the Franchise should be  
2 revoked, at which time the Franchisee and the public will be given an  
3 opportunity to be heard and the Franchisee to present evidence for  
4 consideration by the City Council.  
5

6 (3) Following the close of the public hearing the City Council may determine  
7 whether to revoke the Franchise. If the Franchisee was entitled to an opportunity  
8 to cure a default, the Franchise may not be revoked if the default was fully cured  
9 during the cure period, including by payment of all damages and penalties owed.  
10 If the City Council determines to revoke the Franchise, it will issue a written  
11 decision setting forth the reasons for its decision.  
12

13 (4) A copy of such decision will be transmitted to the Franchisee.  
14

15 (B) Rights upon Franchise Termination or Revocation.  
16

17 If the City revokes the Franchise or the Franchise otherwise terminates, the City may  
18 require the former Franchisee to remove its facilities and equipment at the former  
19 Franchisee's expense. If the former Franchisee fails to do so within a reasonable period  
20 of time, the City may have the removal done at the former Franchisee's and/or its surety's  
21 expense, subject to any right of abandonment that may be provided for under applicable  
22 law. The Franchisee may appeal such actions to a court of competent jurisdiction.  
23

24 (C) Termination in the Event of Bankruptcy.  
25

26 This Franchise will terminate automatically by force of law one hundred eighty (180)  
27 calendar days after an assignment for the benefit of creditors or the appointment of a  
28 receiver or trustee to take over the business of the Franchisee, whether in a receivership,  
29 reorganization, bankruptcy assignment for the benefit of creditors, or other action or  
30 proceeding. However, the Franchise may be reinstated within that one hundred eighty  
31 (180) day period, if:  
32

33 (1) Such assignment, receivership or trusteeship has been vacated; or  
34

35 (2) Such assignee, receiver or trustee has fully complied with the terms and  
36 conditions of this Franchise, and has executed an agreement, approved by any  
37 court having jurisdiction, assuming and agreeing to be bound by the terms and  
38 conditions of this Franchise. In the event of foreclosure or other judicial sale of any  
39 of the facilities, equipment or property of the Franchisee, the City may revoke the  
40 Franchise following a public hearing before the City Council, by serving notice  
41 upon the Franchisee and the successful bidder at the sale, in which event the  
42 Franchise and all rights and privileges thereunder will be revoked and will  
43 terminate thirty (30) calendar days after serving such notice, unless:  
44

45 i. The City has approved the transfer of the Franchise to the successful  
46 bidder; and  
47

48 ii. The successful bidder has covenanted and agreed with the City to assume  
49 and be bound by the terms and conditions of the Franchise.  
50

1 (D) Effect of termination or forfeiture.  
2

3 Upon termination or forfeiture of this Franchise, whether by action of the City as provided  
4 above, or by passage of time, the City may do one or a combination of the following:  
5

6 (1) The Franchisee must, should the City so direct, stop using the  
7 Telecommunications System for the purposes authorized by the Franchise.  
8

9 (2) The City may require the former Franchisee to remove all or a portion of its  
10 facilities and equipment at the former Franchisee's expense, subject to any right  
11 the Franchisee may have to abandon property in place. If the former Franchisee  
12 fails to remove its property within a reasonable period of time, the City may have  
13 the removal done at the former Franchisee's and/or surety's expense. Such  
14 removal by the Franchisee must be done in accordance with all applicable laws  
15 and construction standards. Conditions of the site of removal must be left in  
16 substantially as good of condition as before the equipment was removed.  
17

18 **Section 17. MISCELLANEOUS PROVISIONS.**

19 (A) Compliance with Laws. The Franchisee shall comply with all applicable federal,  
20 state and local laws and regulations as they become effective, unless otherwise stated  
21 herein.  
22

23 (B) Governing Law. This franchise shall be governed and construed in accordance  
24 with applicable federal law and the statutes and laws of the state of New Mexico.  
25

26 (C) No Pledging of the City's Credit. Under no circumstances shall the Franchisee  
27 have the authority or power to pledge the credit of the City or incur any obligation in the  
28 name of the City. The Franchisee shall save and hold harmless the City, its Governing  
29 Body, its officers, employees, boards and commissions for expenses arising out of any  
30 unauthorized pledges of the City's credit by the Franchisee under this franchise.  
31

32 (D) Venue. In the event that suit shall be brought by either party, the parties agree that  
33 venue shall be exclusively vested in the Thirteenth Judicial District Court, State of New  
34 Mexico or, where otherwise appropriate, exclusively in the United States District Court for  
35 the district of New Mexico.  
36

37 (E) Force Majeure. The Franchisee shall not be deemed in default with provisions of  
38 its franchise where performance was rendered impossible by war or riots, civil  
39 disturbances, floods or other natural catastrophes beyond the Franchisee's control or the  
40 unforeseeable unavailability of labor or materials. The acts or omissions of affiliates are  
41 not beyond the Franchisee's control, and the knowledge of affiliates shall be imputed to  
42 Franchisee. The Franchise shall not be revoked or the Franchisee penalized for such  
43 noncompliance, provided that the Franchisee takes immediate and diligent steps to bring  
44 itself back into compliance and to comply as soon as possible under the circumstances  
45 with its Franchise without unduly endangering the health, safety and integrity of the  
46 Franchisee's employees or property, or the health, safety and integrity of the Public,  
47 Public Rights-of-Way, Public Property, or private property.  
48

49 (F) Notices. Unless otherwise expressly stated herein, notices required under this  
50 franchise shall be mailed first class, postage prepaid, or sent overnight delivery to the

1 addressees below. Each party may change its designee by providing thirty (30) days  
2 written notice to the other party, but each party may only designate one entity to receive  
3 notice.

4  
5 Notices to the Franchisee shall be mailed to the designated entity at the following  
6 address:

7  
8 Vexus Fiber, LLC  
9 ATTN: CFO  
10 912 S. Main St., Ste. 106  
11 Sikeston, MO 63801

12  
13 Notices to the City shall be mailed to the designated entity at the following  
14 address:

15  
16 City Manager  
17 City of Rio Rancho  
18 3200 Civic Center Circle  
19 Rio Rancho, New Mexico 87144

20  
21 with a simultaneously-delivered copy to:

22  
23 City Attorney  
24 City of Rio Rancho  
25 3200 Civic Center Circle  
26 Rio Rancho, New Mexico 87144

27  
28 Either party may change one or both of its addresses and/or addresses by giving  
29 the other party no less than thirty (30) days' written notice to the then-current  
30 addresses. Any required copies of notices are an administrative step and do not  
31 constitute actual notice.

32  
33 (G) Calculation of Time. Unless otherwise indicated, when the performance or doing  
34 of any act, duty, matter or payment is required hereunder and a period of time or duration  
35 for the completion thereof is prescribed and is fixed herein, the time shall be computed  
36 so as to exclude the first and include the last day of the prescribed or fixed period of  
37 duration/time.

38  
39 (H) Time of Essence; Maintenance of Records of Essence. In determining whether the  
40 Franchisee has substantially complied with its franchise, the parties agree that time is of  
41 the essence to this franchise. The maintenance of records and provision of reports in  
42 accordance with the franchise is also of the essence to this franchise.

43  
44 (I) Publication Costs. The Franchisee shall pay the cost of publication of the franchise  
45 ordinance upon the Franchisee's acceptance of the Franchisee.

46  
47 (J) Captions. The captions and headings of this franchise are for convenience and  
48 reference purposes only and shall not affect in any way the meaning and interpretation of  
49 any provisions of this franchise.

1 (K) Third Parties. The parties agree this Franchise Agreement creates no rights for  
2 any third party.

3  
4 **Section 18. ANTI-TAMPERING.**

5 It shall be unlawful for any person, firm, corporation or other entity:

6  
7 (A) To make any unauthorized connection, whether physically or electrically.

8  
9 (B) To willfully tamper with, remove or injure any cable, wires or equipment of the  
10 Telecommunications System used by the Franchisee within the Franchise Area for  
11 distribution of such signals without the consent of the Franchisee operating such  
12 Telecommunications System.

13  
14 (C) Any person convicted of a violation of this section shall be guilty of a petty  
15 misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500)  
16 or by imprisonment of not more than ninety (90) days or by both fine and imprisonment  
17 or the maximum permitted under applicable law, as may be less.

18  
19 **Section 19. SEVERABILITY CLAUSE.**

20 If any section, paragraph, sentence, clause, word or phrase of this Ordinance is for any  
21 reason held to be illegal, unconstitutional, invalid or unenforceable by a court, agency or  
22 legislature of competent jurisdiction, said provision shall be considered a separate,  
23 distinct, and independent part of this Franchise, and such decision shall not affect the  
24 validity of the remaining provisions of this ordinance. The City Council hereby declares  
25 that it would have passed this Ordinance and each section, paragraph, sentence, clause,  
26 word or phrase thereof irrespective of any provision being declared unconstitutional or  
27 otherwise invalid. In the event that a court or agency or legislature of competent and  
28 controlling jurisdiction acts so that any material provision of this agreement is  
29 unenforceable according to its terms, or is otherwise void, the parties agree to  
30 immediately enter into negotiations in good faith to restore the relative burdens and  
31 benefits of this franchise. If the parties are unable to agree to a modification of this  
32 Agreement within sixty (60) days, either party may with ninety (90) days prior notice,  
33 terminate or shorten the franchise term; or resort to litigation to seek any available  
34 equitable relief; or do both. Each party agrees to participate in up to sixteen (16) hours of  
35 negotiation during the sixty (60) day period. Notwithstanding the foregoing, if a party  
36 believes a provision is not material, it must so notify the other party within fourteen (14)  
37 days of a request by such other party that it enter into negotiations, or else the materiality  
38 claim is waived. The obligation to negotiate is not tolled, and the parties must discharge  
39 their negotiation responsibility notwithstanding the dispute as to materiality. The  
40 remedies provided for herein do not prevent a party from contending that a particular  
41 provision is enforceable; or foreclose any remedies if a provision is enforceable.

42  
43 **Section 20. MERGER; AMENDMENT.**

44 This Franchise represents the entire agreement between the parties with respect to the  
45 matters addressed herein, and all prior franchises, agreements, covenants, and  
46 understandings between the parties concerning the same have been merged into this  
47 written Franchise. This Franchise shall not be altered, modified, changed, or amended  
48 except by a written instrument executed by the parties.

49  
50 **Section 21. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days

1 after adoption.

2  
3  
4 ADOPTED THIS 26<sup>th</sup> DAY OF OCTOBER, 2023.

5  
6  
7 **For Vexus Fiber, LLC:**

8  
9 By: \_\_\_\_\_

10  
11 Name:

12  
13 Title:

14  
15 Date: \_\_\_\_\_

16  
17  
18 **For The City of Rio Rancho, New Mexico:**

19  
20  
21  
22   
\_\_\_\_\_  
Greggory D. Hull, Mayor

23  
24 ATTEST:


25  
26  
27   
\_\_\_\_\_  
Rebecca Martinez, City Clerk  
28 (SEAL)  
29  
30

EXHIBIT "A"

Any time during the final forty-two (42) month period prior to the expiration of the Franchise discussions regarding a potential renewal of the Franchise shall be guided by the following procedures:

1. If not currently in default, Vexus may submit in writing a proposal for renewal of the Franchise (the "Proposal for Renewal"). The Proposal for Renewal shall set forth Vexus' proposed terms for a renewed franchise. The City may request, in its sole discretion, additional information from Vexus that the Proposal for Renewal shall include, including, but not limited to, a proposal for an upgrade of the Telecommunications System.
2. Following Vexus' submission of a final Proposal for Renewal, the City shall:
  - (a) renew the Franchise, or
  - (b) determine that the Franchise shall not be renewed.
3. In the event that the City elects to not renew the Franchise, Vexus may request that the City commence a publicly noticed administrative proceeding to consider whether the Franchise should be renewed (the "Franchise Hearing").
4. The Franchise Hearing shall consider: (a) whether Vexus has complied with the existing Franchise and law; (b) the quality of Vexus' Telecommunications System, to include signal quality, customer complaints, and billing practices; (c) whether Vexus has the financial, legal, and technical ability to provide the Telecommunications System as set forth in the Renewal Proposal; and (d) whether Vexus' proposal is reasonable to meet the City's needs for such a telecommunications service.
5. Vexus shall be afforded adequate notice, along with the opportunity for full participation (to include the right to present evidence and question witnesses) in any Franchise Hearing so conducted.
6. Upon the conclusion of the Franchise Hearing, the City shall issue a written determination, to include the reasons therefor, granting or denying the Proposal for Renewal, based upon the factors set forth in Paragraph 4, above.
7. Vexus may appeal a final denial by the City of the Franchise Proposal within one hundred (100) days to a court of competent jurisdiction.

EXHIBIT "B"

Determination of Market Price

Market Price shall be determined in the manner provided below:

Within ten (10) days after City delivers to Vexus written notice of its election to purchase the Telecommunications System, as may be provided above, City and Vexus shall meet to agree on the Market Price for the Telecommunications System. If City and Vexus agree on the Market Price within such period, Telecommunications System shall be transferred by Vexus to City, by bill of sale using the Market Value as the purchase price within ten (10) days after determination of the Market Price.

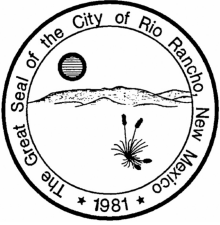
If City and Vexus do not agree on the Market Price within the time provided, City and Vexus shall each appoint an appraiser within twenty (20) days and immediately notify the other in writing of such appointment and of the name and address of the appraiser so appointed. City and Vexus shall instruct the appraisers to determine the Market Price of the Telecommunications System within forty-five (45) days after their appointment. If within forty-five (45) days after their appointment the two appraisers do not agree on the Market Price, the Market Price shall be determined as follows:

If the higher appraisal is not more than five (5) percent higher than the lower appraisal, then the Market Price shall equal the average of the determinations made by the two appraisers, and shall be binding on City and Vexus.

If the higher appraisal is more than five (5) percent higher than the lower appraisal, the appraisers shall then appoint a third appraiser within ten (10) days after the original two appraisers complete their determination of the Market Price. The third appraiser shall make a determination of Market Price within twenty (20) days after such appointment. The Market Price shall equal the average of the three appraisals, and shall be binding on City and Vexus. If (i) the third appraiser fails to determine the Market Price within twenty (20) days of appointment and as provided above; or (ii) the appraisers selected by City and Vexus are unable to agree on a third appraiser, then in such event the Market Price shall be the average of the determinations of Market Price made by the two appraisers.

Each appraiser appointed pursuant to this Section must be an MAI appraiser (or equivalent) specializing in telecommunications and wireless real estate with at least ten (10) years' continuous and active experience in the county in New Mexico. Each appraiser shall be independent and shall have no financial interest in the Telecommunications System other than to earn a customary fee. The charges for services of each appraiser, if any, shall be borne by the party who selected that appraiser and the charges for the third appraiser shall be borne equally by City and Vexus.

If either Vexus or City fails to appoint an appraiser as provided above, the appraiser appointed by the other party shall alone determine the Market Price and such determination shall be binding on the parties.



## CITY OF RIO RANCHO COVER PAGE

**Legislation Item: R135**

AGENDA DATE:  
October 26, 2023

DEPARTMENT:  
Administration

SUBJECT:  
R135, Resolution Authorizing Placement of Ballot Questions on the March 5, 2024 City of Rio Rancho Municipal Officer Election Ballot for the Purpose of Voting on the Issuance of General Obligation Bonds; Describing the Purposes for Which the Bond Proceeds Would be Used; Providing the Form of the Ballot Questions; Providing for Notice of the Ballot Questions; and Ratifying Action Previously Taken in Connection Therewith

### BACKGROUND AND ANALYSIS:

On April 18, 2023, a Governing Body work session meeting was held where a General Obligation Bonds overview and discussion took place. At this meeting, City staff presented information, options, and recommendations for March 5, 2024 bond questions for ballot consideration. What is presented in the Resolution is based on the information provided at the April meeting and corresponding Governing Body input, 2023 citizen survey data, and input from the citizen Library Advisory Board, Parks and Recreation Commission, and Public Infrastructure Advisory Board.

In consultation with the City's financial advisor, and based on property tax value estimates, a total of \$16,000,000 in bond questions could be placed on the March 5, 2024 ballot, and, if approved by voters, generated and used for roads, public safety, and quality of life facilities. Doing so leaves the Municipal Debt Service Tax Rate unchanged; that is, there will be no property tax increase. If no bond questions are placed on the March 5, 2024 ballot, the corresponding property tax rate decrease would initially equate to a reduction of approximately \$88.98 for a property/home with a total appraised value of \$300,000.

#### \$10,600,000 for Roads

What is proposed is a bond question in the amount of \$10,600,000 to be used for designing, constructing, repairing, preserving, rehabilitating, enhancing and otherwise improving roads and underlying utility infrastructure. Approximately \$9,280,000 is estimated to be available for projects after accounting for the required 1% for the Arts, bond issuance costs, and contingency. Exhibit A details the proposed projects to be completed with approved bond funding.

Rio Rancho's street system requires increased investment/funding (preventative maintenance, rehabilitation, reconstruction, etc.). The road need exceeds the recurring resources currently available to municipal government. The City's adopted Infrastructure and Capital Improvement Plan for 2024-2029 has approximately \$193,000,000 identified for road projects with more than \$41,900,000 (22 percent) projected from bond funds (subject to ballot placement and voter approval) and more than \$65,000,000 (34 percent) in funding to be determined.

A scientific and random sample survey of Rio Rancho residents was conducted during the spring/summer of 2023 that asked, "How likely or unlikely would you be to vote in favor to continue

the G.O. Bond to fund roadway improvements if there was no property tax increase?” Ninety (90) percent responded very or somewhat likely.

#### \$4,200,000 for Public Safety

What is proposed is a bond question in the amount of \$4,200,000 to be used for designing, constructing, repairing, preserving, rehabilitating, enhancing and otherwise improving public safety facilities and repairing, replacing or otherwise improving public safety vehicles, apparatuses, and equipment. Approximately \$3,885,000 is estimated to be available for projects after accounting for the required 1% for the Arts, bond issuance costs, and contingency. Exhibit B details the proposed projects to be completed with approved bond funding.

Current and recurring revenue sources are not keeping pace with municipal government’s needs for vehicle and apparatus replacement as well as facility improvements in relation to its public safety departments (Police and Fire & Rescue). The City’s adopted Infrastructure and Capital Improvement Plan for 2024-2029 has approximately \$13,700,000 identified for police projects with more than \$4,300,000 (31 percent) of this cost projected to come from General Obligation Bonds (subject to ballot placement and voter approval). The City’s adopted Infrastructure and Capital Improvement Plan for 2024-2029 has approximately \$38,000,000 identified for fire/rescue projects with more than \$7,700,000 (20 percent) of this cost projected to come from General Obligation Bonds (subject to ballot placement and voter approval).

The spring/summer 2023 scientific and random sample survey of residents specifically asked, “How likely or unlikely would you be to vote in favor of the continuance of the G.O. Bond to fund improvements to public safety facilities, vehicles, and equipment if there was no property tax increase?” Seventy-eight (78) percent responded very or somewhat likely.

#### \$1,200,000 for Quality of Life Facilities

What is proposed is a bond question in the amount of \$1,200,000 to be used for designing, constructing, renovating, acquiring, rehabilitating, improving, and equipping public quality of life facilities. Approximately \$1,068,000 is estimated to be available for projects after accounting for the required 1% for the Arts, bond issuance costs, and contingency costs. Exhibit C details the proposed projects to be completed with approved bond funding.

Additional resources are needed for parks and recreation and library services in order to address identified needs and maintain the quality of highly desirable community services. The City’s adopted Infrastructure and Capital Improvement Plan for 2024-2029 has approximately \$25,000,000 identified for parks and recreation projects with more than \$11,400,000 (46 percent) of this cost yet to be determined. All park facilities were assessed in 2014 for Americans with Disabilities Act (ADA) compliance, and a transition plan was developed that the City must work on.

The City’s libraries rely on Sandoval County Library Bond proceeds for the vast majority of its available resources for public books, music, movies, periodicals, digital services, and technology (e.g., computers, mobile hotspots). Despite a growing population and tax base, inflation, additional locations, and the need to expand services due to technology changes, Rio Rancho libraries have received no or minimal funding increases from County Library Bond proceeds via the Sandoval County Commission and County Administration between 2006-2024 (approx. \$1,900,000 spread over 4-year increments). As a result, County funding is inadequate and is not keeping up.

The spring/summer 2023 scientific and random sample survey of residents specifically asked, “How likely or unlikely would you be to vote in favor to continue the G.O. Quality of Life Bond to fund improvements and equipping of parks, recreation facilities, and libraries if there was no property tax increase?” Eighty-five (85) percent responded very or somewhat likely.

**IMPACT:**

The Governing Body must pass a Resolution, pursuant to Section 1-16-3 and the Local Election Act, Chapter 1, Article 22 NMSA 1978, indicating the ballot questions to be placed on the March 5, 2024 Municipal Officer Election. The enacted Resolution must be provided to the New Mexico Secretary of State no later than 70 days before the election. The passage of this Resolution in a timely manner will ensure compliance with State election law.

If the Resolution is approved and the General Obligation Bonds questions for Roads (\$10,600,000), Public Safety (\$4,200,000) and Quality of Life Facilities (\$1,200,000) are approved by voters on March 5, 2024, no corresponding property tax rate increase would occur. This is the case because previously issued bonds have been paid off and retired, and these new and approved bonds would replace them (i.e., a continuation of the bonding cycle).

The City's long-range planning documents factor in continued use of bonds and maintaining a regular bonding cycle (every two years) to address identified needs.

Bonding provides a predictable source of funds that is considered the most secure form of municipal debt, is the most cost-efficient form of borrowing, and has favorable terms with no additional security or reserve funds required.

The Delma M. Petruccio Art in Public Places Local Ordinance requires that one (1) percent of the proceeds of each General Obligation Bond issuance shall be dedicated for works of permanent public art that enhance the environment of the City.

**ALTERNATIVES:**

Approve the Resolution.

Do not approve the Resolution.

**DEPARTMENT RECOMMENDATION:**

Staff recommends approval of the Resolution so that voters have an opportunity to decide on the issuance of General Obligation Bonds to fund road, public safety, and quality of life facilities (parks and libraries) improvements/needs.

At recent public meetings of the City's citizen Library Board, Parks and Recreation Commission, and Public Infrastructure Advisory Board, applicable bond questions and the projects listed in the exhibits were reviewed. Each body expressed support for the applicable bond question receiving voter consideration.

ATTACHMENT: [Resolution](#)

ATTACHMENT: [Exhibit A Roads Oct 26 2023](#)

ATTACHMENT: [Exhibit B Public Safety Oct 26 2023](#)

ATTACHMENT: [Exhibit C Quality of Life Oct 26 2023](#)

ATTACHMENT: [R135 - Signed](#)



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO.**

**ENACTMENT NO.**

**RESOLUTION AUTHORIZING PLACEMENT OF BALLOT QUESTIONS ON THE  
MARCH 5, 2024 CITY OF RIO RANCHO MUNICIPAL OFFICER ELECTION BALLOT  
FOR THE PURPOSE OF VOTING ON THE ISSUANCE OF GENERAL OBLIGATION  
BONDS; DESCRIBING THE PURPOSES FOR WHICH THE BOND PROCEEDS  
WOULD BE USED; PROVIDING THE FORM OF THE BALLOT QUESTIONS;  
PROVIDING FOR NOTICE OF THE BALLOT QUESTIONS; AND RATIFYING  
ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH**

**WHEREAS:** the Governing Body of the City of Rio Rancho in the Counties of Sandoval and Bernalillo and State of New Mexico, hereby determines that it is necessary and in the best interests of the City and its inhabitants to incur indebtedness in the principal amounts and for the purposes provided herein and detailed in Exhibits A, B and C; and

**WHEREAS:** the Governing Body has the authority to place a ballot question on the Municipal Officer Election to be held on March 5, 2024 for the purpose of posing a question of incurring indebtedness to the qualified electorate of the City pursuant to Article IX, Section 12 of the New Mexico Constitution, Section 3-30-6 and Subsection B of Section 1-16-3 NMSA 1978; and

**WHEREAS:** in accordance with the provisions of Section 6-15-1 NMSA 1978, the Governing Body acting by and through the City Financial Services Director has forwarded in writing to the Local Government Division of the Department of Finance and Administration a notice of the ballot question as described herein; and

**WHEREAS:** the Delma M. Petruzzo Art in Public Places Ordinance, O38, Enactment No.10-37 intends that one percent (1%) of the proceeds of each general obligation bond issued shall be dedicated for works of permanent public art that enhance the environment of the City; and

**WHEREAS:** the Governing Body hereby determines and declares that the projects (the "Projects") for which the questions of issuing the City's general obligation bonds (the "Bond Ballot Questions") as set forth herein, are for public purposes and no election has been held on the Bond Ballot Questions during the year immediately preceding the date established for the election as required in Article IX, Section 12 of the New Mexico Constitution.

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

**Section 1.** All action, not inconsistent with the provisions of this Resolution, heretofore taken by the Governing Body and the officers of the City directed toward the

1 Projects described in the Bond Ballot Questions, including, without limiting the  
2 generality of the foregoing, to authorize the issuance of general obligation bonds to  
3 finance the Projects, as detailed in Exhibits A, B and C are ratified, approved and  
4 confirmed.

5  
6 **Section 2.** The following Bond Ballot Questions shall be submitted to the City's  
7 qualified electors at the March 5, 2024 Municipal Officer Election, which shall be  
8 conducted pursuant to the provisions of the Local Election Act, Chapter 1, Article 22  
9 NMSA 1978.

General Obligation Road Bonds:

“Shall the City of Rio Rancho issue up to \$10,600,000 of general obligation bonds, to be repaid from property taxes, for the purpose of designing, constructing, repairing, preserving, rehabilitating, enhancing and otherwise improving roads and underlying utility infrastructure?”

Yes   
No

General Obligation Public Safety Bonds:

“Shall the City of Rio Rancho issue up to \$4,200,000 of general obligation bonds, to be repaid from property taxes, for the purpose of designing, constructing, repairing, preserving, rehabilitating, enhancing and otherwise improving public safety facilities and repairing, replacing or otherwise improving public safety vehicles, apparatuses, and equipment?”

Yes   
No

General Obligation Public Quality of Life Facilities Bonds:

“Shall the City of Rio Rancho issue up to \$1,200,000 of general obligation bonds, to be repaid from property taxes, for the purpose of designing, constructing, renovating, acquiring, rehabilitating, improving and equipping public quality of life facilities in the City?”

Yes   
No

10  
11 **Section 3.** The City Clerk is hereby instructed and authorized to file this Resolution  
12 certifying the aforementioned Bond Ballot Questions with the Secretary of State not less  
13 than seventy days before the date of the election, in accordance with Section 1-16-3  
14 NMSA 1978.

15  
16 **Section 4.** The officers of the City are hereby authorized and directed, for and on  
17 behalf of the City, to take all action necessary or appropriate to effectuate the provisions  
18 of this Resolution, including, without limiting the generality of the foregoing, the  
19 publication of notices.

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**Section 5.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

**Section 6.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or parts thereof, heretofore repealed.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)

# 2024 Road Bond Detail

PROJECT OPTIONS	AVERAGE DAILY TRAFFIC	WORK	ROAD ESTIMATE	WATER UTILITY ESTIMATE	TOTAL ESTIMATE
Lema Rd. (Western Hills Dr. to Chessman Dr.)	1,600	Reconstruction	\$2.4M	\$1.6M	\$4M
19 <sup>th</sup> Ave. NE (10 <sup>th</sup> St. NE to Cherry Ave.)	1,000	Reconstruction	\$2.2M	\$785K	\$2.98M
Safelite Blvd. (U.S. 550 to Enchanted Hills Blvd.)	6,800	Reconstruction	\$2.3M	N/A	\$2.3M

Notes: \$10,600,000 Bond Question.

\$9,280,000 available for projects after accounting for required 1% for the Arts, bond issuance cost and contingency.

Average daily traffic count data from MRCOG (2021).

Reconstruction involves removing all existing asphalt to native raw dirt and building the section correctly based on road classification.

**\$9,280,000**



# 2024 Public Safety Bond Detail

PROJECTS	COST ESTIMATE	DETAIL
Police Vehicle Replacements	\$1,196,500	Approximately 17 vehicles
Police Crisis Negotiation Team Vehicle Replacement	\$350,000	Replaces existing vehicle that is a repurposed ambulance
Fire & Rescue Ladder Truck Replacement	\$2,200,000	Replaces unit from 2017 (moves to reserve status)
Fire & Rescue Engine Replacement	\$138,500	Replaces unit from 2017 (moves to reserve status); total cost is \$900,000; additional funding sources will be utilized
	<b>\$3,885,000</b>	

Notes: \$4,200,000 Bond Question.

\$3,885,000 available for projects after accounting for required 1% for the Arts, bond issuance costs and contingency.

# 2024 Quality of Life Facilities Bond Detail

PROJECTS	COST ESTIMATE	DETAIL
Star Heights Park 800 Polaris Blvd.	\$268,000	Replace basketball courts
Vista Sandia Park 100 Parkside Road	\$280,000	Playground and surfacing replacement; addition of a shade structure
Library Materials	\$255,000	Books, movies, music, periodicals, software, and digital services
Library Equipment	\$265,000	Shelving, computer tables, and public workstation replacements
	<b>\$1,068,000</b>	

*Notes: \$1,200,000 Bond Question.*

*\$1,068,000 available for projects after accounting for required 1% for the Arts, bond issuance costs and contingency.*



**CITY OF RIO RANCHO  
RESOLUTION**

**RESOLUTION NO. 135**

**ENACTMENT NO. 23-136**

**RESOLUTION AUTHORIZING PLACEMENT OF BALLOT QUESTIONS ON THE MARCH 5, 2024 CITY OF RIO RANCHO MUNICIPAL OFFICER ELECTION BALLOT FOR THE PURPOSE OF VOTING ON THE ISSUANCE OF GENERAL OBLIGATION BONDS; DESCRIBING THE PURPOSES FOR WHICH THE BOND PROCEEDS WOULD BE USED; PROVIDING THE FORM OF THE BALLOT QUESTIONS; PROVIDING FOR NOTICE OF THE BALLOT QUESTIONS; AND RATIFYING ACTION PREVIOUSLY TAKEN IN CONNECTION THEREWITH**

**WHEREAS:** the Governing Body of the City of Rio Rancho in the Counties of Sandoval and Bernalillo and State of New Mexico, hereby determines that it is necessary and in the best interests of the City and its inhabitants to incur indebtedness in the principal amounts and for the purposes provided herein and detailed in Exhibits A, B and C; and

**WHEREAS:** the Governing Body has the authority to place a ballot question on the Municipal Officer Election to be held on March 5, 2024 for the purpose of posing a question of incurring indebtedness to the qualified electorate of the City pursuant to Article IX, Section 12 of the New Mexico Constitution, Section 3-30-6 and Subsection B of Section 1-16-3 NMSA 1978; and

**WHEREAS:** in accordance with the provisions of Section 6-15-1 NMSA 1978, the Governing Body acting by and through the City Financial Services Director has forwarded in writing to the Local Government Division of the Department of Finance and Administration a notice of the ballot question as described herein; and

**WHEREAS:** the Delma M. Petruzzo Art in Public Places Ordinance, O38, Enactment No.10-37 intends that one percent (1%) of the proceeds of each general obligation bond issued shall be dedicated for works of permanent public art that enhance the environment of the City; and

**WHEREAS:** the Governing Body hereby determines and declares that the projects (the "Projects") for which the questions of issuing the City's general obligation bonds (the "Bond Ballot Questions") as set forth herein, are for public purposes and no election has been held on the Bond Ballot Questions during the year immediately preceding the date established for the election as required in Article IX, Section 12 of the New Mexico Constitution.

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

**Section 1.** All action, not inconsistent with the provisions of this Resolution, heretofore taken by the Governing Body and the officers of the City directed toward the

1 Projects described in the Bond Ballot Questions, including, without limiting the  
2 generality of the foregoing, to authorize the issuance of general obligation bonds to  
3 finance the Projects, as detailed in Exhibits A, B and C are ratified, approved and  
4 confirmed.

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6 **Section 2.** The following Bond Ballot Questions shall be submitted to the City's  
7 qualified electors at the March 5, 2024 Municipal Officer Election, which shall be  
8 conducted pursuant to the provisions of the Local Election Act, Chapter 1, Article 22  
9 NMSA 1978.

General Obligation Road Bonds:

“Shall the City of Rio Rancho issue up to \$10,600,000 of general obligation bonds, to be repaid from property taxes, for the purpose of designing, constructing, repairing, preserving, rehabilitating, enhancing and otherwise improving roads and underlying utility infrastructure?”

Yes   
No

General Obligation Public Safety Bonds:

“Shall the City of Rio Rancho issue up to \$4,200,000 of general obligation bonds, to be repaid from property taxes, for the purpose of designing, constructing, repairing, preserving, rehabilitating, enhancing and otherwise improving public safety facilities and repairing, replacing or otherwise improving public safety vehicles, apparatuses, and equipment?”

Yes   
No

General Obligation Public Quality of Life Facilities Bonds:

“Shall the City of Rio Rancho issue up to \$1,200,000 of general obligation bonds, to be repaid from property taxes, for the purpose of designing, constructing, renovating, acquiring, rehabilitating, improving and equipping public quality of life facilities in the City?”

Yes   
No

10  
11 **Section 3.** The City Clerk is hereby instructed and authorized to file this Resolution  
12 certifying the aforementioned Bond Ballot Questions with the Secretary of State not less  
13 than seventy days before the date of the election, in accordance with Section 1-16-3  
14 NMSA 1978.


15  
16 **Section 4.** The officers of the City are hereby authorized and directed, for and on  
17 behalf of the City, to take all action necessary or appropriate to effectuate the provisions  
18 of this Resolution, including, without limiting the generality of the foregoing, the  
19 publication of notices.

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**Section 5.** If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this resolution.

**Section 6.** All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or parts thereof, heretofore repealed.

ADOPTED THIS 26<sup>TH</sup> DAY OF OCTOBER, 2023.

  
\_\_\_\_\_  
Greggory D. Hull, Mayor

ATTEST:

  
\_\_\_\_\_  
Rebecca A. Martinez, City Clerk  
(SEAL)