

REQUEST FOR PROPOSALS

FOR

RFP 21-DS-008

**Revisions to the City of Rio Rancho
Municipal Code – Sign Regulations**

As Requested by

THE CITY OF RIO RANCHO, NEW MEXICO



RFP SUBMITTAL DUE DATE:

10:00 a.m. Thursday, November 19, 2020

TABLE OF CONTENTS

Section 1 – Introduction.....2
Section 2 – Conditions Governing Procurement3
Section 3 - Proposal Format and Organization Requirement9
Section 4 – Submission Requirements and Evaluation of Proposals ... 10
Section 5 – Scoring Overview 12
Exhibit A – Scope of Work and Specifications14
Appendix A – Required Information Form.....18
Appendix B – Standard Form Agreement20
Appendix C – Preference Forms.....25
Appendix D – Acknowledgement Form29

Attachments

Attachment 1 - City of Rio Rancho Municipal Code - Chapter 156 – Sign Regulations
..... Attached

<https://www.codepublishing.com/NM/RioRancho/#!/html/RioRancho150/RioRancho156.html>

1. INTRODUCTION

1.1. Scope of Work / Specifications. A detailed scope of services and tasks to be completed by the Consultant for this RFP are located in Exhibit A – Scope of Services. It is not the intent of the City to outline a rigid scope of tasks as part of this RFP. The Consultant is encouraged to develop a comprehensive approach with City staff throughout the project that includes step-by-step interim deliverables and workshops. However, the minimum scope of services is provided to help further define the City’s expectations and goals for this project.

Overview. The City of Rio Rancho (City) is requesting proposals from professional urban planning firms with demonstrated experience in municipal code revision, and, specifically, with sign code revision, in order to conduct an update to the Rio Rancho sign code, which is hereby formally identified as Chapter 156 of the Rio Rancho Municipal Code. The scope of the work is primarily related to establishing a consistent framework for review and permitting of signs erected within the City. For purposes of comparison, the City covers approximately 104 square miles and has a population of over 96,000. The last time any portion of the City’s current sign code was amended was in September of 2012 (Chapter 156 – Attachment 1).

The purpose and need for this update effort is based on multiple factors. First, there is the highly significant United States Supreme Court case that was decided in June of 2015, (Reed v. Gilbert), that places strict limitations on local, state, and federal governments with respect to what may and what may not be encompassed by sign regulation. Updates to the City’s Sign Code are needed to ensure “content neutrality” required by the Reed v. Gilbert to ensure that the City’s code is legal and enforceable. Second, the document organization needs improvement to ensure there are no inconsistencies or unintended contradictions. Third, the current sign code may be outdated with current business practices relative to sign design, purpose and scale relative to differing neighborhood contexts of the community. The City must reevaluate the regulatory content, relevance, and scope of its sign code by ensuring that it meets the current needs and goals of its residents and business operators. Fourth, the sign code needs to be updated with regard to political signs and the placement of temporary signs in the City’s right-of-way. Fifth, the City’s residential development sign kiosk program needs to be evaluated. Finally, the current sign code is somewhat difficult for staff to administer and revising the code to make it more user friendly is desired.

The following goals have been established for the new code:

- A. Easier to read and understand; simple and highly visual in nature.
- B. Use tables, charts, definitions and graphics to promote ease of understanding for all sign types.
- C. Legally sound, defensible, and enforceable.
- D. Created with a straightforward, transparent process.
- E. Fairly balances the needs of our business community with the needs of our community at-large.
- F. Variation of standards based on different neighborhood contexts rather than a “one size fits all” approach.

Qualifications.

- A. Thorough knowledge of the principles, practices, purposes, scope, and techniques of municipal planning, zoning code preparation, and implementation.
- B. Background in planning that provides evidence that the applicant possesses the required knowledge, skills, and abilities in developing land use, zoning and sign

- ordinances for the preparation of codes for the City of Rio Rancho Municipal Code, Chapter 156 (attached as Attachment 1).
- C. A working knowledge of sign codes, municipal legislative processes, and community outreach.
 - D. Experience in contract administration.

1.3. Point of Contact. This RFP is issued on behalf of the City of Rio Rancho by the Purchasing Office, which is **THE SOLE POINT OF CONTACT DURING THE PROCUREMENT PROCESS**. Communications initiated by a respondent to this RFP (the "Offeror") with members of the Governing Body or City personnel, other than as coordinated by the Point of Contact noted below, shall be grounds for Offeror disqualification. Any inquiries or requests during this procurement shall be submitted to the following Point of Contact in writing:

City of Rio Rancho
 Department of Financial Services
 Attention: Shonna Ybarra, Purchasing and Contracts Manager
 3200 Civic Center Circle NE
 Rio Rancho, NM 87144
 Telephone: 505-891-5044
sybarra@rrnm.gov

2. CONDITIONS GOVERNING PROCUREMENT

2.1. Overview. This section of the RFP contains the RFP schedule for the procurement, describes the major RFP events and milestones and specifies general conditions governing the procurement.

2.2. Schedule of Events. Dates are subject to change. The City will make every effort to adhere to the following schedule:

Action	Responsibility	Date	Time
Issue RFP	City of Rio Rancho	Sunday, October 18, 2020	
Return Acknowledgment Form	Potential Offerors	ASAP	
Deadline to Submit Written Questions	Potential Offerors	Monday, November 09, 2020	5:00 PM
Response to Written Questions	City of Rio Rancho	Thursday, November 12, 2020	5:00 PM
Deadline to Submit Proposals	Offerors	Thursday, November 19, 2020	10:00 AM

*Offerors will be notified by the Purchasing Department if a scheduled interview/presentation and/or Best and Final Offer request are necessary.

2.2.1 Issuance of RFP. This RFP is being issued by the City of Rio Rancho Purchasing Division on the date specified in the Schedule of Events above.

2.2.2 Pre-Proposal Conference. A pre-proposal conference will not be held for this solicitation.

2.2.3 Return of Acknowledgement Form for Distribution List. Potential Offerors should return the Acknowledgement Form (see Appendix D) via email, fax, hand deliver

or registered mail to have their firm placed on the procurement distribution list. Failure to return this form will prevent the potential Offeror's firm name from appearing on the procurement distribution list. The procurement distribution list will be used for distribution of important information regarding this procurement. **A valid email address must be provided.**

2.2.4 Written Questions and RFP Amendments. Written questions as to the intent or clarity of this RFP shall be submitted in writing and will only be accepted if received by the date and time specified in the schedule of events. All written questions must be sent by email, fax or mail and addressed to the Point of Contact (see Section 1.4). The City will notify potential Offerors, whose organization name appears on the procurement distribution list, of written responses to written questions and any RFP amendments via electronic mail (email). A valid email address must be provided for this and other purposes. All addenda and communications will also be posted to the City's website at the following address: <https://rrnm.gov/169/IFBRFP-Postings>.

It is the responsibility of all potential Offerors to ensure that all addenda have been received before submitting their proposal.

2.2.5 Submission of Proposal. All Offeror proposals must be received by the City no later than the date and time specified in the schedule of events. Proposals received after this deadline will not be accepted. Due to the current health concerns and the changing environment in respect to COVID-19 the City respectfully requests that all RFP submissions be mailed to:

**City of Rio Rancho – City Clerk's Office
Attention: Shonna Ybarra, Purchasing & Contracts Manager
City Hall, 3200 Civic Center Circle Suite 150
Rio Rancho, New Mexico 87144**

No other methods of proposal delivery will be accepted. Proposals must be submitted in a sealed package or envelope listing the following information on the outside:

**RFP Title:
Revisions to the City of Rio Rancho Municipal Code – Sign Regulations
RFP 21-DS-008**

The City shall not be responsible for proposals that are mailed and not received by the opening date and time specified in this section. Receipts for hand delivered proposals may be issued by the City Clerk's Office (upon request).

Delayed Opening or Closing of City Offices: In the event that City Hall is officially on a delayed opening for any reason (for example, inclement weather) and City Hall is not open at least two (2) hours prior to bid opening, the deadline for bid and proposal submissions will be delayed for exactly the amount of time indicated in the official City announcement. For example, if City Hall is on a two (2) hour delay, deadline for receipt of bids and proposals due prior to 12:00 p.m. will be delayed by two (2) hours and bids due after 12:00 p.m. will be due at their regularly scheduled time. Also, if City Hall is officially closed for any reason (such as inclement weather) for all or part of the day that submission of bids is due (other than an official, announced delayed opening), bids will be due at the same time on the following business day. Any delayed opening or closing of City Hall will be announced on the City's website, www.rrnm.gov.

2.2.6 Proposal Evaluation. The evaluation of proposals will be performed by the Evaluation Committee within ninety (90) days of the submission deadline indicated in the schedule of events, or such later date as the City may designate in writing.

2.2.7 Offeror Responsibility. Only those proposals submitted by any Offeror deemed to be a Responsible Offeror will be included for further review. A Responsible Offeror is a person or entity that submits a proposal and furnishes, when required, information and data to prove that the Offeror's financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, construction, or items of tangible personal property described in this RFP.

2.2.8 Oral Presentations. The Evaluation Committee may request oral presentations by the Finalist Offerors. If this is required, the presentations will take place at City Hall in Rio Rancho or via telephone, whichever is more convenient, on the date established by the City. As a result of any oral presentation, proposals will be re-scored using the same scoring methodology already indicated in this RFP.

2.2.9 Award without Discussions. After the committee has selected an Offeror, an award on the basis of the initial proposals may be made without further substantive negotiations, unless negotiations are limited to the price. An award without discussions will only be made if the scope of the offer is accepted as submitted.

2.2.10 Selection of Finalists. If an award is not made on the basis of the initial proposals, finalist will be identified based on the Evaluation Committee's determination that the identified finalists' proposals have a reasonable chance of being chosen for award, based on the criteria set forth in this RFP. The Point of Contact will notify the Finalist Offerors via mail or email. Those not selected as a finalist will be notified of their status via mail.

2.2.11 Discussions with Finalists. The scope of discussions with identified finalists may include, but may not be limited to, communication in writing, by telephone, or in face-to-face-meetings. Discussions will be limited to specific deficiencies, ambiguities, and weak aspects of the Offeror's proposal. Discussions will not disclose strengths and weaknesses of competing Offerors, or information from an Offeror's proposal which would allow improvement in another Offeror's proposal. Upon completion of discussions, finalists will be asked to submit a proposal revision or best and final offer.

2.2.12 Proposal Revisions and Best and Final Offers. Finalist Offerors may be asked to submit additional information and/or revisions to their proposals which may be used for the purpose of obtaining best and final offers. For any proposal revisions and/or best and final offer received, proposals will be re-scored using the same scoring methodology already indicated in this RFP. The City reserves the right to request multiple rounds of proposal revisions or best and final offers. An award on the basis of any round of scoring may be made without further negotiations unless further discussions are determined to be necessary.

2.2.13 Finalize Contract. The Contract will be finalized with the most qualified Offeror. The selected Offeror shall provide to the City a comprehensive listing of current clients for review to determine compatibility or potential conflicts. In the event that mutually agreeable terms cannot be reached within the time specified, the City reserves the right to finalize a contract with the next most qualified Offeror without undertaking a new procurement process or reserves the right to cancel the award.

2.2.14 Protest Deadline. The ten (10) day protest period for Offerors shall begin on the day following the notification of the contract award and will end at 5:00 pm MT on the tenth calendar day following the notification of the contract award. Protests must be submitted in writing and must include the name and address of the protestant and the RFP number. It must also contain a statement of grounds for protest and be addressed and delivered to the Point of Contact.

2.2.15 Notice. The City of Rio Rancho Procurement Code imposes civil and criminal penalties for its violation, in addition to the felony penalties for illegal bribes, gratuities and kickbacks imposed by the New Mexico Statutes.

2.3. General Proposal Requirements and Miscellaneous Information

2.3.1 General Proposal Requirements. Proposals shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP. Emphasis shall be placed on the quality, completeness, and clarity of content of the proposal.

- 2.3.1.a** Offerors shall carefully read the information contained in this RFP and submit a complete response to all requirements and questions as directed. Incomplete proposals may be considered non-responsive and subject to rejection.
- 2.3.1.b** Proposals and any other information submitted by Offerors in response to this RFP shall become the property of the City.
- 2.3.1.c** Offerors shall prepare and develop proposals at the sole cost and expense of the Offeror.
- 2.3.1.d** Proposals that are qualified with conditional clauses, alterations, or irregularities of any kind are subject to rejection by the City, at its option.
- 2.3.1.e** The City makes no representations of any kind that an award of contract will be made as a result of this RFP, or subsequent RFP. The City reserves the right to accept or reject any or all proposals, waive any formalities or minor technical inconsistencies, and/or delete any item/requirements from this RFP when deemed to be in City's best interest.
- 2.3.1.f** Proposals shall consist of responses to the submission requirements identified in Section 4 of this RFP. Please identify the requirement number in the proposals when responding to each.
- 2.3.1.g** Failure to comply with all requirements contained in this RFP may result in the rejection of a proposal.
- 2.3.1.h** It is incumbent upon each Offeror to carefully examine all specifications, terms, and conditions contained herein. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, (facsimile transmissions acceptable, email is preferred) through the contact named above. The City will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given. If it becomes necessary to revise or amend any part of this RFP, notice will be posted to the City's web site. Respondents in their proposal must acknowledge receipts of amendments. **Each Offeror should ensure that they have received all addenda and amendments to this RFP before submitting their proposal.**
- 2.3.1.i** A proposal may be modified or withdrawn in person at any time BEFORE

the scheduled due date and time of proposals provided a receipt for the withdrawn proposal is signed by the Offeror's authorized representative. The City reserves the right to request proof of authorization to withdraw a proposal.

2.3.2. Miscellaneous Information

- 2.3.2.a. Public information.** All information, documentation, and other materials submitted in response to this RFP are considered non-confidential and/or non-proprietary and are subject to public disclosure after the solicitation is completed. The contents of any proposal shall not be disclosed during any negotiations that may occur. All proposals shall be valid until the contract is awarded. For purposes of understanding, award of contract means, negotiations are complete and a contract is executed. Proposals shall not be opened publicly and shall not be open to public inspection until after an Offeror has been selected for award and the contract has been fully executed. An Offeror may request in writing nondisclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the no confidential portion of the proposal.
- 2.3.2.b. City's Reservation of Rights.** The City may evaluate the proposals based on the anticipated completion of all or any portion of the project. The City reserves the right to divide the project into multiple parts, to reject any and all proposals and re-solicit for new proposals, or to reject any and all proposals and temporarily or permanently abandon the project. The City makes no representations, written or oral, that it will enter into any form of agreement with any Offeror to this RFP for any project and no such representation is intended or should be construed by the issuance of this RFP.
- 2.3.2.c. Clarification.** The City may, in the evaluation of proposals, request clarification from Offerors regarding their proposals, obtain additional material or literature, and pursue other avenues of research as necessary to ensure that a thorough evaluation is conducted.
- 2.3.2.d. Acceptance of Evaluation Methodology.** By submitting a proposal in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination will require subjective judgments by the City. The proposal scoring highest among all proposals in a particular evaluation criterion may not receive 100% of the points assigned to that criterion.
- 2.3.2.e. No Reimbursement for Cost.** Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFP process shall be at the sole risk and responsibility of the Offeror. Offerors submit proposals at their own risk and expense.
- 2.3.2.f. Ethical Conduct.** The City of Rio Rancho expects the highest level of ethical conduct from Offerors including adherence to all applicable laws and local ordinances regarding ethical behavior.
- 2.3.2.g. Negotiation of Contract.** Offeror must submit, in redline form, any proposed changes to the proposed Contract attached as Appendix B. After identifying the selected Offeror(s), the City will attempt to negotiate final terms of a Contract with such Offeror, on such terms as the City deems in its best interest. The selected Offeror shall provide to the City a comprehensive listing of current clients for review to determine

compatibility or potential conflicts. The City reserves the right to negotiate all elements of the Contract.

2.3.2.h. Right to Terminate Negotiations. If an agreement cannot be made or compatibility issues/conflicts are identified with the selected Offeror, City reserves the right to terminate negotiations with that party and enter into negotiations with the next highest qualified Offeror.

2.3.2.i. Modification. Proposals may be modified by written notice provided such notice is received prior to the hour and the date specified for receipt of offers.

2.3.2.j. Application of Resident, Veteran, Local, Area, and Recycled Content Goods Preference.

DEFINITIONS:

- LOCAL BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains its principal place of business within the corporate limits of the city; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- AREA BUSINESS means a Resident Business or Resident Contractor which:
 - (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
 - (b) Possesses a current city business registration;
 - (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
 - (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.
- RECYCLED CONTENT GOODS has the meaning set forth in NMSA 1978 § 13-1-21(A)(6), as amended from time to time.
- RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5), as amended from time to time.
- RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5), as amended from time to time.
- RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-22(A)(7), as amended from time to time.
- RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.
- STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.
- QUALIFYING COMPANY means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

INSTRUCTIONS:

- In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

- A copy of a valid Resident Business Certificate, Resident Veteran Business, Resident Veteran Contractor or Resident Contractor Certificate issued by the New Mexico Taxation & Revenue Department. Information regarding resident preference can be obtained by contacting the Point of Contact as listed herein.
- In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:
 - (1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and
 - (2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.
- An offeror or bidder can only qualify as either a Local Business or an Area Business, not both.
- In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.
- Information regarding the City's Procurement Code and the application of the local and resident preference can be obtained by contacting the Point of Contact as listed herein.
- For consideration for the Area, Local, and Recycled Content Goods preference, the Offeror must complete the Preference Certification Form, attached hereto as Appendix C, in accordance with the instructions and return the form with its Technical Proposal.
- In addition to the definitions and criteria set forth in the section, when a joint bid or joint proposal is submitted by both resident and non-resident businesses, the resident business preference provided pursuant to Subsection B or C of the NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time, shall be reduced in proportion to the percentage of the contract, based on the dollar amount of the goods or services provided under the contract, that will be performed by a non-resident business as specified in the joint bid or proposal.

2.3.2.k. Acceptance of Proposals. Acceptance of a proposal is contingent upon the Offeror's certification and agreement by submittal of its proposal, to comply with all provisions of the City Procurement Code.

3. PROPOSAL FORMAT AND ORGANIZATION REQUIREMENTS

3.1 Number of Copies. Offeror must submit 1 original and 3 copies of its proposal in a sealed envelope or container.

3.2 Proposal Format.

3.2.1 Responses to the scoring criteria will be limited to a maximum length of 15 pages. The proposal font shall not be smaller than 12 point. The Required Information Form, Table of Contents, resumes of key staff, sample code revisions and other non-scored informational appendices will not be included in the total

proposal page count. An additional cover letter/statement of interest may be submitted with a proposal but will not be a scored item and will not be included in the total page count. Any information not included in the page count (i.e. supplemental cover letter, non-scored appendices) may not be reviewed by the evaluation committee. Proposals must include page numbers for each section of the Proposal.

- 3.2.2** Proposals shall be divided into three clearly defined sections, which shall include:
- 3.2.2.a** Section 1: Cover Letter/Statement of Interest, Required Information Form, Table of Contents, resumes, samples of recent sign code revisions, required forms and any additionally required documents not included in the page count.
 - 3.2.2.b** Section 2: Response to Evaluation Criteria (maximum of 15 pages).
 - 3.2.2.c** Section 3: Cost proposal.
- 3.2.3** Proposals shall be printed on letter-size (8-1/2" x 11") paper and assembled with spiral bindings or in 3-ring binders. **One (1) CD/DVD or thumb drive containing the electronic files of the proposal shall be included with the original proposal submitted.**
- 3.2.4** The City realizes that there may be information in the Offeror's proposal that overlaps different sections. Please make copies of information that goes into multiple sections so that the Evaluation Committee can evaluate each section individually.
- 3.2.5** The City realizes that there may be more than one solution that can be offered by an Offeror. If the solutions are significantly different from each other in the technology suggested and the price of that technology, it is recommended that the Offeror submit two proposals.

4. SUBMISSION REQUIREMENTS AND EVALUATION OF PROPOSALS

- 4.1. Overview.** This section contains the mandatory requirements, evaluation criteria, and related information. Offerors must respond to the mandatory requirements and should respond to the evaluation criteria of this RFP providing the required responses, documentation, or assurances. Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.
- 4.2 Mandatory Proposal Submission Requirements.** Failure to comply with a mandatory requirement will result in disqualification of the proposal.
- 4.2.1 Required Information Form.** Offerors must submit a completed Required Information Form (attached as Appendix A) signed by party authorized to bind the entity submitting the proposal. This form should include the following items:
- 4.2.1.a** The Identity of Offeror including the name of the firm, central address, email address, telephone number, fax number, etc.
 - 4.2.1.b** Disclosure of any Potential Conflicts of Interest. A conflict of interest shall be cause for disqualifying an Offeror from consideration. A potential conflict of interest includes, but is not limited to: (1) Accepting an assignment where duty to the client would conflict with the Offeror's personal interest, or interest of another client. (2) Performing work for a client or having an interest which conflicts with this contract.

- 4.2.1.c** This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to this RFP, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due.
- 4.2.2 Resumes.** Offerors must submit resumes of key staff who will undertake the work to be provided to the City.
- 4.2.3 Sample of Recent Revisions.** Offerors must submit at least one copy of a recent sign code revision.
- 4.2.4 Required Cost Proposal.** Offerors must submit a detailed cost proposal.
- 4.3 Evaluation Criteria.** Failure to respond to any of the evaluation criteria may result in zero points being awarded for that element of the proposal.
- 4.3.1 Approach to Scope of Work**
Provide information about the Offeror's understanding of the services to be provided. Include a well-defined work plan and detailed approach based on the tasks detailed in Exhibit A. Offeror shall convey their understanding of potential pitfalls in delivery of services and strategies to address and prevent these issues. Points will be awarded based on the ability of each Offeror to provide a clear and concise work plan, schedule, and approach related specifically to these services. Points will also be affected by the Offeror's ability to propose an approach that demonstrates a clear understanding of the scope of these services as defined in this RFP and detailed below.
- 4.3.2 Experience of Firm**
Detail the firm's past experience providing similar services for city and/or county agencies in the United States. Provide information regarding resources and partners to be utilized during the deliver of these services. Please provide detailed information related to the Offeror's staff that will be assigned to complete these services, including those from partners. Points will be awarded based on the Offeror's ability to demonstrate their competency to provide the services described in the RFP.
- 4.3.3 Quality of Proposal**
The Offeror shall provide a proposal free of spelling, punctuation, and grammar mistakes. Each Offeror shall exhibit their ability to submit a quality proposal communicating a realistic approach, technical soundness, and enhancements to elements that are outlined in this Request for Proposal. Points may be deducted in this category if proposal contains errors in spelling, punctuation, or grammar. Points may be affected by formatting and organizational mistakes in the proposal. Clarity and realism in approach, technical soundness, and proposed enhancements to elements that are outlined in the RFP may affect points in this category.
- 4.3.4 References**
Provide only three non-City of Rio Rancho references from other public agencies who have received similar services from Offeror. All references shall include contact information including contact name, mailing address, email address, telephone number and fax number. Offeror must provide a brief narrative describing relevant information

for each of the three references provided. Points will be awarded based on the City's evaluation of the references provided.

4.3.5 Cost Proposal.

4.3.5.a Offerors must submit a Cost Proposal along with each copy of their proposal submission.

4.3.5.b Cost Proposal Submissions must be submitted in two (2) parts:

4.3.5.b.1 Part (1) – Objective Cost Analysis. The submitted Cost Proposal shall contain a detail of all cost to be billed to the City by the Offeror for each billable item listed in the scope of work (whether billed directly or withheld from revenues collected). The proposal shall include all time and materials with a total "not to exceed" amount. The Offeror should understand that the City will not pay any amount not included in the Cost Proposal.

The evaluation of each Offeror's Cost Proposal will be determined using the following formula:

$$\frac{\text{Lowest Responsive All-In Cost}}{\text{This Offeror's All-In Cost}} \times 15 \text{ pts} = \text{Awarded Points}$$

4.3.5.b.2 Part (2) – Cost Reasonableness. In order to allow for a clear evaluation and comparison, relative to other offers received, Offerors must provide a justification narrative describing all assumptions incorporated in the submitted cost proposal. Offerors are encouraged to provide data to defend the reasonableness of the cost proposal.

Points will be awarded based on the Offeror's ability to reasonably and adequately explain assumptions included in the development of Part (1) of the cost proposal.

5. Scoring Overview

RFP Section	Factor	Points
	<u>Mandatory Requirements – Pass/Fail</u>	
4.2.1	Required Information Form	Pass/Fail
4.2.2	Resumes	Pass/Fail
4.2.3	Sample of Recent Revisions	Pass/Fail
4.2.4	Cost Proposal	Pass/Fail
	<u>Evaluation Criteria</u>	
4.3.1	Approach to Scope of Work	50
4.3.2	Experience of Firm	40
4.3.3	Quality of Proposal	20
4.3.4	References	10

	Cost Proposal Evaluation	
4.3.5.b.1	Objective Cost Analysis	15
4.3.5.b.2	Cost Reasonableness	15
	Total Points	150

Exhibit A
Scope of Work / Specifications
Revisions to the City of Rio Rancho Municipal
Code – Sign Regulations
RFP 21-DS-008

SCOPE OF WORK

The City is embarking on an update of its current sign code, and is seeking the professional services of a qualified Consultant to facilitate and support this effort. The Consultant shall be prepared to attend and actively participate in meetings or virtual meetings, perform research, compile and analyze data, and present and interpret results to both internal and external bodies. The Consultant shall serve as an expert in the field of signs design and legal considerations able to effectively converse in styles of signs, materials used, lighting, sign area and placement, marketplace trends, and sign regulation. Ultimately, the Consultant shall be tasked with rewriting the sign ordinance for the City of Rio Rancho, and supporting the effort to get the new code adopted by the Governing Body.

The Consultant shall be responsible for undertaking all necessary steps for rewriting the current sign code as directed by staff and within agreed upon time frames. The Consultant shall be expected to perform services as required by the City in a professional and timely manner. These services must include significant and meaningful public interaction and involvement throughout the planning process and therewith be sensitive to different audiences such as residents, business owners, sign manufacturers as well as those concerned with view protection. It is anticipated that the time frame for the project will be no more than 6 months following the execution of the contract. The Consultant will be expected to be available for meetings and be responsive to inquiries as part of the overall effort and provide a team which includes legal counsel and a signage expert.

Changes to the scope of work that may be required to provide a complete project shall be negotiated and authorized by an amendment to the contract as they are identified. Any changes made to the proposed project team must be approved by written notice from the City.

Project Task 1 – Steering Committee

The Consultant will work with an internal steering committee to offer advice and expertise on current best practices and sign code nuances unique to Rio Rancho. The Consultant will meet with the steering committee and therewith:

1. Identify key issues including areas of general consensus and potentially controversial matters requiring more detailed discussions.
2. Maintain detailed minutes of each meeting
3. Maintain a log of suggestions and comments along with their source
4. Record the dates/times of current meeting, and the next scheduled meeting

At the first steering committee meeting, the Consultant will help to generate pertinent questions for stakeholder interviews and work with the steering committee to identify the key persons or entities to be involved in such interviews. The steering committee, with or without the Consultant, will meet with Development Services staff to have at least one “brainstorming” session regarding sign issues in Rio Rancho. The results of this session will be provided to and considered by the Consultant.

Project Task 2 –Stakeholder Interviews

The Consultant will facilitate, attend and moderate group stakeholder interviews. It is the City's intent to solicit feedback from stakeholders as a group; however, for those who cannot attend group meetings, the Consultant may schedule individual interviews. For each meeting or interview, the Consultant shall:

1. Compile the results including:
 - a. Key issues
 - b. What was said/what was learned during the meetings or interviews?
 - c. A statistical breakdown of results
 - d. The Consultant's interpretations
2. Report the results including:
 - a. Providing timely updates to the steering committee
 - b. Providing updates, the management staff and the Governing Body, as appropriate
 - c. Sharing Interpretations
 - d. Receiving new guidance, if any, and adjusting the approach as needed

Project Task 3 – Research Component

The Consultant, by phone or in-person interviews with staff of other jurisdictions, and by studying the other jurisdictions' sign codes, shall compile a comprehensive understanding of the content and effectiveness of said sign codes. The jurisdictions targeted shall be those provided by the steering committee. In addition, the Consultant shall reach out to the American Planning Association to obtain any pertinent research that APA has gathered on sign regulations, including any model codes that may be available.

The Consultant shall adhere to the following process/requirements:

1. All research completed by the Consultant shall be provided to the City electronically in a clear, legible, professional format, including:
 - a. Copies of all notes, recordings, photographs, drawings, and other media created during the research effort, whether traditional or digital in nature
 - b. An executive summary and analysis of results
 - c. All other materials generated or collected for the project
 - d. A citation of all professional sources
 - e. All materials delivered in a complete and timely fashion
2. Compile the results, including the following information:
 - a. What did the Consultant learn in comparing jurisdictions?
 - b. A statistical breakdown of results
 - c. The Consultant's interpretations
3. Report the results to the City, including the following:
 - a. Provide regular and timely updates the steering committee
 - b. Provide updates to the City's Management Team and Governing Body, as appropriate
 - c. Share and answer questions regarding the Consultant's interpretations
 - d. Receive new guidance, if any

Project Task 4 – Develop Draft Sign Code Ordinance

Based on the previous three tasks, the Consultant shall draft and prepare a sign code ordinance that will reflect the guidance and direction of the steering committee. The draft sign code ordinance shall be presented by the Consultant to the steering committee and other key members of the City’s Management Team. The Consultant shall gather comments and questions from the steering committee and revise the draft sign code ordinance accordingly. There may be several rounds of revisions before a final draft is agreed upon between the City and Consultant.

Project Task 5 – Provide/Present Final Draft Sign Code Ordinance

The final draft sign code ordinance shall be presented by the Consultant and shall include the following considerations:

1. The final draft sign code ordinance will reflect the final guidance and direction of the steering committee and other key City staff including the Office of the City Attorney.
2. The final draft sign code Ordinance shall be presented by the Consultant to the Planning and Zoning Board.
3. The Consultant will be responsible for preparing supporting documents for the Planning and Zoning Board meeting packet.
4. The Consultant shall gather comments and questions from the Planning and Zoning Board, and with guidance from the steering committee, revise the final draft sign code ordinance accordingly.
5. Thereafter, the final draft sign code ordinance shall be presented by the Consultant to the City’s governing body at a study session, with an introduction by representatives of the steering committee.
6. The Consultant shall gather comments and questions from the Governing Body, and with guidance from the steering committee, revise the final draft sign code ordinance accordingly.
7. The final draft sign code ordinance shall be made available to the public, and the Consultant will gather and monitor the feedback that is received by the City. With guidance from the steering committee, the Consultant shall revise the final draft sign code ordinance accordingly.
8. The final draft sign code ordinance will be modified by Consultant to reflect comments heard during the above steps.

Project Task 6 – Formal Adoption of New Sign Regulations

The Consultant, with the assistance of the steering committee, will be responsible for preparing supporting documents for the Governing Body’s meeting packet. The Consultant will be available to present the final ordinance to the Governing Body, including the following considerations:

1. During the first reading of the ordinance for adoption, members of the steering committee in tandem with the Consultant will present an overview of the final draft of

the new sign code. The presentation, as determined by the City Manager's Office, will include either an in-depth presentation (covering most or all of the new sign code) or a relatively superficial presentation (hitting just a few highlights).

2. The Consultant and the steering committee shall develop handouts, presentations, and other documents to ensure the Governing Body has appropriate information to make an informed decision on the new sign code draft.
3. Once the sign code is adopted, the Consultant shall create a public informational flyer summarizing the ordinance that is easy to understand for residents and businesses.
4. The Consultant will be discharged once the new sign code is fully approved and adopted (at 2nd reading of the ordinance) and the city has accepted the informational flyer described above.

Project Task 7 – Additional Considerations

1. Project Management:

As explained above, the Consultant is expected to develop and manage the process to achieve outcomes perceived as balanced by as many community stakeholders as possible. Consultants should propose a method for maintaining good communication throughout the process, such as periodic meetings or regular conference calls. Success will require that the Consultant/team produce the final products and accomplish the project objectives and outcomes with close interaction with City staff and the leadership team.

2. Deliverables:

The Consultant shall include in their proposal the deliverables necessary to complete the scope of work. In addition, the Consultant must provide a timeline of key milestones. All data, analysis, multi-media materials, master copies (hardcopy and writeable electronic copy) of work products, and all other relevant documentation shall be provided to the City for project files. The format for each document can be determined through discussions with staff. The City shall enjoy joint ownership of any deliverables with the ability to edit, reproduce, and distribute without obtaining Consultant authorization.

3. SIGNATURE

This page has been signed by a signatory with the authority to bind the Offeror. By signing this Signature Page, through the undersigned representative who has the authority to bind the Offeror, and by submitting a proposal in response to RFP 21-DS-008, the Offeror agrees to perform the services required by such RFP and to adhere to all requirements, specifications, terms and conditions of the RFP. Offeror further agrees to be bound by this proposal for a minimum of 90 days from the date proposals were due. By signing this Signature Page, the undersigned representative is also acknowledging receipt of all addenda that may be issued in regards to said RFP.

SIGNED BY:

Name (print)

Signature

Title

Date

Appendix B
Contract No. XX-XX-XXX
Professional Services Agreement
Revisions to the City of Rio Rancho Municipal Code – Sign Regulations

THIS AGREEMENT (the "Agreement") is made and entered into by and between the **City of Rio Rancho** (the "City"), a municipal corporation and political subdivision of the State of New Mexico, and _____ (the "Consultant"), a New Mexico corporation, as of the date indicated below.

WHEREAS, the City issued an RFP for Revisions to the City of Rio Rancho Municipal Code – Sign Regulations, RFP 21-DS-008, on _____; and

WHEREAS, the Consultant submitted a proposal in response to RFP 21-DS-008 on _____; and

WHEREAS, The City and the Consultant negotiated certain terms regarding the services to be provided pursuant to the RFP 21-DS-008, resulting in the scope of services, labor and direct costs fee proposals, attached hereto as Exhibit xxx and incorporated herein by reference; and

WHEREAS, the City wishes to engage the Consultant to provide the services described in Exhibit xxx.

NOW, THEREFORE, in consideration of the premises and the respective obligations set forth herein, the parties agree as follows:

1. ENGAGEMENT; SCOPE

The City hereby engages the Consultant to provide the services described in Exhibit xxx attached hereto.

2. TERM; TERMINATION

(a) Unless sooner terminated, this Agreement will be effective for a period of one (1) year or until the completion of the project.

(b) Notwithstanding anything to the contrary contained herein, the City may terminate this Agreement at any time by giving the Consultant such written notice as may be reasonable under the circumstances. Upon receipt of such written notice, the Consultant shall cease all work undertaken hereunder, except as may be necessary to provide for an orderly transition of such work. The Consultant may terminate this Agreement at any time with 60 days written notice to the City.

(c) Upon any termination of this Agreement, the Consultant shall provide a final invoice to the City, showing all costs incurred but unpaid, and the City shall pay such costs, as shown therein. The Consultant shall forthwith deliver all files, reports, and other materials concerning the services provided, maintained or controlled by the Consultant at the time of such termination, subject to all applicable federal and state law.

(d) The Consultant shall have no claim, right or cause of action against the City for termination of this Agreement by City in accordance with the provisions of this paragraph, except as may be otherwise expressly provided with respect to the Consultant's earned but unpaid costs as of the date of such termination.

(e) Nothing herein shall be construed as relieving the Consultant from liability to the City for damages sustained by the City as a result of a breach of this Agreement by the Consultant, and the City may withhold any payments otherwise due to the Consultant as a set-off against

all or part of such damages, until such time as the exact amount of damages due the City from the Consultant is determined and that amount paid to (and/or withheld by) the City in full.

3. COMPENSATION AND PAYMENT

For services rendered hereunder, the Consultant shall invoice the City monthly for services provided in accordance with the Consultant's fee schedule included in Exhibit xxxx. Consultant shall submit monthly invoices to the City showing the amount of compensation due, the amount of any New Mexico gross receipts taxes and the total amount payable. Payment of undisputed amounts shall be due and payable thirty (30) days after the City's receipt of the invoice.

4. RELATIONSHIP OF PARTIES

The Consultant (and each agent, employee and contractor employed or engaged by the Consultant to fulfill the Consultant's obligations hereunder) shall be an independent consultant performing professional services for the City and not an employee of the City or an agent of the City for any purpose beyond the specific engagement for services set forth herein. As independent consultants, the Consultant and its agents and employees shall not qualify for or receive any employee benefits from the City, including but not limited to leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to City employees.

5. STANDARD OF PERFORMANCE

The Consultant agrees and represents that it has the personnel, experience and knowledge necessary to qualify it for the particular duties to be performed under this Agreement. Consultant shall perform the work described herein in accordance with the highest standard of care for performance of the Services.

6. DELIVERABLES AND USE OF DOCUMENTS

All work, work product, and deliverables produced under contract with the City shall remain the exclusive property and shall inure to the benefit of the City as work for hire; the Consultant shall not use, sell, disclose or obtain any other compensation for such work for hire. In addition, the Consultant may not, with regard to all work, work product, deliverables or work for hire required by this Agreement, apply for in its name or otherwise, any copyright, patent or other property right and acknowledges that any such property right created or developed remains the exclusive right of the City.

7. EMPLOYEES AND SUBCONTRACTORS

The Consultant shall be solely responsible for payment of wages, salary or benefits to any and all employees or consultants retained by the Consultant in the performance of the Services. Consultant agrees to indemnify, defend and hold harmless the City for any and all claims that may arise from the Consultant's relationships to its employees and subcontractors.

8. INSURANCE

The Contractor shall procure and maintain, at its own expense, all necessary or appropriate insurance coverage for itself and its agents and employees.

- (a) In particular, but not by way of limitation, the Contractor shall maintain in force throughout the term of this Agreement, the following insurance policies:
 - (1) a professional liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per claim and in the aggregate, written on a "claims made" basis, covering the Contractor's errors and omissions in performing its services hereunder; and

- (2) a commercial general liability insurance policy (ISO Form CG 0001) written on an occurrence basis and covering liabilities arising out of the performance of the Contractor's services hereunder, including those provided by independent contractors, with coverage for products and completed operations, personal and advertising liability, and liability assumed under an insured contract, with coverage for any one occurrence or claim of not less than One Million Dollars (\$1,000,000), and One Million Dollars (\$1,000,000) aggregate limit.
- (b) The coverages required under this Section may be provided by two or more separate policies, as long as they together provide the coverages required.
- (c) The Contractor shall provide to the City a certificate of insurance or declarations page(s) demonstrating compliance with the foregoing.
- (d) The City shall be named as an additional insured under all policies required under this Section.

9. ASSIGNMENT AND DELEGATION

The Consultant shall not delegate or subcontract any portion of the services to be performed hereunder without the prior written approval of the City or customary in the provision of the Consultant's services. Nor shall the Consultant assign or transfer any interest in this Agreement without the prior written consent of the City; provided, however, that, notwithstanding the foregoing, amounts due hereunder from the City to the Consultant may be assigned to a bank or trust company. Notwithstanding anything to the contrary contained herein, no assignment or transfer of funds and/or the Consultant's right to payment hereunder shall bind the City to pay any person other than the Consultant for services provided hereunder.

10. RECORDS AND AUDIT

The Consultant shall maintain appropriate accounts and records to adequately identify and account for all services provided and costs chargeable to the City hereunder and such other records as may be required by law. Subject to applicable federal and state law, such records will be made available to the City and/or its authorized representative(s) during regular business hours, upon reasonable request, and will be retained for two (2) years after the termination of this Agreement, unless provided otherwise by the City in writing.

11. APPROPRIATIONS

The terms of this Agreement and all amounts payable hereunder are contingent upon sufficient appropriations therefore by the City's Governing Body. If sufficient appropriations are not made, the City shall notify the Consultant of the termination of this Agreement in accordance with the provisions of paragraph 2, above.

12. CONFIDENTIALITY

Any confidential information provided to or developed by the Consultant in the performance of this Agreement shall be kept confidential and shall not be revealed or made available to any person by the Consultant without the prior written approval of the City.

13. COMPLIANCE WITH LAWS AND POLICIES; CONFLICT OF INTEREST

(a) In the performance of their obligations hereunder, the parties shall obey and abide by all applicable laws, rules and regulations, and with all applicable ordinances, policies and procedures.

(b) The Consultant hereby covenants, warrants and represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services under this Agreement. Without limiting the

generality of the foregoing, the Consultant shall comply with all applicable legal or regulatory provisions concerning conflicts of interest.

(c) Both parties shall abide by all applicable federal and state laws, rules, regulations, and executive orders pertaining to equal employment opportunity; pursuant thereto, shall assure that no person shall, on the grounds of race, color, national origin, sex, age, or disability, be excluded from employment with, participation in, be denied the benefits of or be otherwise subjected to discrimination under, any program or activity performed under this Agreement; and to promptly take appropriate steps to correct any deficiency that may be found to occur in compliance with such laws and rules.

14. RELEASE; INDEMNITY

By its receipt of final payment of all amounts due under this Agreement, the Consultant shall release the City, and its officers and employees, from all liabilities, claims, and obligations whatsoever, arising from or under this Agreement. The Consultant shall indemnify and defend the City and hold the City harmless for and from any and every claim, action, liability, loss, damage or suit, arising from the fault of the Consultant in performing (or omitting to perform) services hereunder.

15. FORCE MAJEURE

Neither the City nor the Consultant shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

16. LICENSES

The Consultant shall maintain all required licenses, including without limitation all necessary professional and business licenses, throughout the term of this Agreement. Consultant shall require and shall assure that all of the Consultant’s employees and subcontractors maintain all required licenses, including without limitation all necessary professional and business licenses.

17. NOTICES/POINT OF CONTACT

For the City, the sole points of contact under this Agreement shall be the City Manager. Any notice required or permitted to be given hereunder shall be sufficient if mailed to the address shown below or faxed to the number shown below for the party receiving notice, or to such other address or fax number of which such party has duly notified the other party in accordance with the provisions of this paragraph.

For notice to the City:

City of Rio Rancho
Matt Geisel, Acting Director of Development Services
3200 Civic Center Circle NE
Rio Rancho, New Mexico 87144
Telephone: 505-891-5002
Fax: 505-891-5762

For notice to the Consultant:

Telephone: _____
Fax: _____

18. MERGER; AMENDMENT

This Agreement represents the entire agreement between the parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written Agreement. This Agreement shall not be altered, modified, changed, or amended except by a written instrument

executed by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective as of the date executed by both parties.

CITY OF RIO RANCHO

[Consultant]

By: _____
Peter Wells, Acting City Manager

By: _____
Consultant, Title

Date: _____

Date: _____

APPROVED AS TO FORM:

Gregory F. Lauer, City Attorney

Appendix C
LOCAL/AREA/RESIDENT/RESIDENT VETERAN/RECYCLED CONTENT GOODS
PREFERENCE CERTIFICATION FORM

Business Name: _____

Principal Place of Business: _____

Address: _____

State _____ ZIP _____

DEFINITIONS:

Recycled content goods has the meaning set forth in NMSA 1978 § 13-1-21(A)(6) , as amended from time to time.

RESIDENT BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(5) , as amended from time to time.

RESIDENT CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(5) , as amended from time to time.

RESIDENT VETERAN BUSINESS has the meaning set forth in NMSA 1978 § 13-1-21(A)(7), as amended from time to time.

RESIDENT VETERAN CONTRACTOR has the meaning set forth in NMSA 1978 § 13-4-2(A)(6), as amended from time to time.

STATUTORY PREFERENCE means the preference for Resident Businesses, Resident Contractors, Resident Veteran Businesses, Resident Veteran Contractors, and Recycled Content Goods provided in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

Qualifying company means a company that qualifies for a Statutory Preference under NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

LOCAL BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains its principal place of business within the corporate limits of the city; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

AREA BUSINESS means a Resident Business or Resident Contractor which:

- (a) Is authorized to do and is doing business under the laws of the State of New Mexico;
- (b) Possesses a current city business registration;
- (c) Maintains a bona fide place of business within the corporate limits of the city, and agrees to conduct its activities pursuant to the contract for which it is bidding or proposing, to the extent practicable, from that place of business; and
- (d) Agrees to furnish evidence, in a form suitable to the city, of its payment of New Mexico Gross Receipts Tax.

No bid or proposal shall receive both the Local Business and Area Business preferences.

INSTRUCTIONS:

In all invitations for bid and requests for proposals, the Statutory Preferences shall be applied in the manner set forth in NMSA 1978 §§ 13-1-21 or 13-4-5, as amended from time to time.

In addition to the Statutory Preferences, a preference for Local Businesses and Area Businesses shall be administered in the same manner as the Statutory Preferences, as follows:

(1) in the event a Local Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Local Business shall receive a two percent (2%) preference in addition to (and not in lieu of) the Statutory Preference; and

(2) in the event an Area Business submits a qualifying bid or proposal and one or more Qualifying Companies also submits a bid or proposal, the Area Business shall receive a one percent (1%) preference in addition to (and not in lieu of) the Statutory Preference.

No bid or proposal shall receive both the Local Business and Area Business preferences.

In addition to the definitions and criteria set forth in this section, the central purchasing office may impose additional requirements regarding the nature, size and/or location of offerors or bidders in any request for proposals or invitation for bids. As a result, companies responding to such solicitations should review the solicitation documents thoroughly.

A COPY OF A RESIDENT BUSINESS OR CONTRACTOR / VETERAN BUSINESS OR CONTRACTOR CERTIFICATE ISSUED BY THE NEW MEXICO TAXATION AND REVENUE DEPARTMENT IS REQUIRED TO BE SUBMITTED ALONG WITH YOUR BID / OFFER IN ORDER TO QUALIFY FOR THE STATUTORY RESIDENT / VETERAN PREFERENCE. In addition, the attached Resident Veterans Preference Certification form must accompany any bid/offer and any business wishing to receive a resident veteran's preference must complete and sign the form.

REQUESTS FOR RECYCLED CONTENT GOODS PREFERENCE MUST BE ACCOMPANIED BY OFFICIAL / VERIFIABLE EVIDENCE THAT THE MATERIAL BEING BID / OFFERED CONTAINS THE MINIMUM RECYCLED CONTENT REQUIRED BY STATE STATUE.

THIS FORM MUST BE SUBMITTED AT THE TIME BIDS / OFFERS IN ORDER TO CLAIM LOCAL, AREA, RESIDENT, VETERAN OR RECYCLED CONTENT GOODS PREFERENCE.

PLEASE INDICATE THE TYPE OF PREFERENCE CLAIMED:

If your firm is a Qualifying Company please circle the type of preference for which your firm qualifies and indicate your appropriate annual revenue threshold:

RECYCLED CONTENT GOODS RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
 Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN BUSINESS

- Annual revenue up to \$3,000,000.00
 Annual revenue more than \$3,000,000.00 or more

RESIDENT VETERAN CONTRACTOR
 Annual revenue up to \$3,000,000.00
 Annual revenue more than \$3,000,000.00 or more

If your firm is applying for either a Local or Area Preference, please circle the type of preference for which your firm qualifies. **(Select only one)**:

LOCAL BUSINESS AREA BUSINESS

CITY OF RIO RANCHO BUSINESS LICENSE REGISTRATION NUMBER: _____

(Must be provided if claiming Local Business or Area Business Preference)

If submitting a joint bid/proposal please indicated proportion of work to be completed by qualifying company:

_____ %

CERTIFICATION: I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the City will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

By: _____ Title: _____ Date: _____

Resident Veterans Preference Certification

_____ (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement:

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$3M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

"I agree to submit a report, or reports, to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

"In conjunction with this procurement and the requirements of this business' application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, when awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

"I understand that knowingly giving false or misleading information on this report constitutes a crime."

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

(Signature of Business Representative)* (Date)

*Must be an authorized signatory for the Business.

The representations made in checking the boxes constitutes a material representation by the business that is subject to protest and may result in denial of an award or unaward of the procurement involved if the statements are proven to be incorrect.



**CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES**

**RFP 21-DS-008
Revisions to the City of Rio Rancho
Municipal Code – Sign Regulations**

**Appendix D
ACKNOWLEDGMENT FORM**

Please complete this form and return it to the City of Rio Rancho Financial Services Department. Failure to return this form will not exclude a firm from submitting a proposal; however, only those prospective respondents who elect to return this form will receive addenda, if issued, and/or other information pertaining to this solicitation.

Name of Firm: _____

Firm Representative: _____

Title: _____

Phone: _____ **Fax:** _____

E-Mail: (required) _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

When completed, please email, fax or mail this form to the following contact:

Shonna Ybarra, Purchasing and Contracts Manager
CITY OF RIO RANCHO
DEPARTMENT OF FINANCIAL SERVICES
3200 CIVIC CENTER CIRCLE
RIO RANCHO, NM 87144
Telephone: 505-891-5044
Fax: 505-891-5762
sybarra@rrnm.gov

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) Notice shall be given to all property owners within 300 feet of the proposed sign location via first class mail no less than 15 days prior to the scheduled hearing date.

(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)

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

Sign Area	Distance of Measurement
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
PERMANENT SIGNS ON PRIVATE PROPERTY					
Arcade/ Hanging¹	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
Attached/ Building/ Wall	<ul style="list-style-type: none"> • 1 sign: 32 SF max. sign area per subdivision entry wall • 1 sign: 2 SF max. sign area if required by law per single premises • 1 sign: 8 SF max. sign area for noncommercial messages per single premises 	<ul style="list-style-type: none"> • 1 sign: 32 SF max. sign area per subdivision entry wall • 1 sign: 2 SF max. sign area if required by law per single premises • 1 sign: 8 SF max. sign area for noncommercial messages per single premises 	<ul style="list-style-type: none"> • 20% of building unit frontage; 18 inches maximum projection 	<ul style="list-style-type: none"> • 20% of building unit frontage; 18 inches max. projection 	<ul style="list-style-type: none"> • 20% of building unit frontage; 18 inches max. projection
Awning²	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
Building Identification³	• 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
Building Marker⁴	• 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
Canopy	Not Allowed	Not Allowed	Not Allowed	Not Allowed	• Sign area on perpendicular face of building
Digital/EMS⁵	Not Allowed	Not Allowed	<ul style="list-style-type: none"> • 30 SF max. message area, 8 seconds minimum display • Maximum 1 EMS per development 	<ul style="list-style-type: none"> • Maximum 30 SF message area, 8 seconds minimum display • Maximum 1 EMS per development 	<ul style="list-style-type: none"> • Maximum 50 SF message area, 8 seconds minimum display • Maximum 1 EMS per development

SIGN TYPE	SINGLE-FAMILY RESIDENTIAL DISTRICT	MULTI-FAMILY RESIDENTIAL DISTRICT	INSTITUTIONAL DISTRICT	NEIGHBORHOOD DISTRICT	Attachment 1 COMMERCIAL/ INDUS. DISTRICT
Digital Off-Premises Advertising Signs	Not Allowed	Not Allowed	Not Allowed	Not Allowed	<ul style="list-style-type: none"> • Maximum 242 SF sign area (11' x 22'), 24 feet max. height • Distance per Section 156.33
Incidental/ Directional/ Safety	Permitted per Section 156.22	Permitted per Section 156.22	<ul style="list-style-type: none"> • No set number of signs: 4 SF max. sign area, 5 feet max. height 	<ul style="list-style-type: none"> • No set number of signs: 4 SF max. sign area, 5 feet max. height 	<ul style="list-style-type: none"> • No set number of signs: 4 SF max. sign area, 5 feet max. height
Marquee	Not Allowed	Not Allowed	Not Allowed	Not Allowed	<ul style="list-style-type: none"> • On perpendicular face of marquee
Freestanding Monument⁶	<ul style="list-style-type: none"> • 1 sign per subdivision entry: 40 SF max. sign area, 8 feet max. height 	<ul style="list-style-type: none"> • 1 sign per subdivision entry: 40 SF max. sign area, 8 feet max. height 	<ul style="list-style-type: none"> • 1 sign per street frontage, 60 SF max. sign area, 10 feet max. height 	<ul style="list-style-type: none"> • 1 sign per street frontage, 60 SF max. sign area, 10 feet max. height 	<ul style="list-style-type: none"> • 1 sign per 200 linear feet of street frontage, 70 SF max. sign area, 10 feet max. height
Pedestal/ Pylon	Not Allowed	Not Allowed	<ul style="list-style-type: none"> • 1 sign: 60 SF max. sign area, 16 feet max. height 	<ul style="list-style-type: none"> • 1 sign: 60 SF max. sign area, 16 feet max. height 	<ul style="list-style-type: none"> • 1 sign per 200 linear feet of street frontage, 150 SF max. sign area, 24 feet max. height
Projecting⁷	Not Allowed	Not Allowed	Not Allowed	Not Allowed	<ul style="list-style-type: none"> • 1 sign per tenant space: 12 SF max. sign area with a max. projection of 3 feet
Revolving	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Roof	Not Allowed	Not Allowed	Not Allowed	Not Allowed	Not Allowed
Window⁸	Not Allowed	Not Allowed	<ul style="list-style-type: none"> • Maximum of 25% of total window area 	<ul style="list-style-type: none"> • Maximum of 25% of total window area 	<ul style="list-style-type: none"> • Maximum of 25% of total window area
Flags⁹ Federal, State	Permitted	Permitted	Permitted	Permitted	Permitted

TEMPORARY SIGNS IN THE PUBLIC RIGHT-OF-WAY
Sections [156.21](#), [156.22](#) and [156.23](#) are applicable to these signs

Right-of-Way¹⁰ Directional Open House Garage Sale ¹¹	<ul style="list-style-type: none"> • 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale 	<ul style="list-style-type: none"> • 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale 	<ul style="list-style-type: none"> • 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale 	<ul style="list-style-type: none"> • 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale 	<ul style="list-style-type: none"> • 10 signs: 8 SF max. sign area within 1/2 mile of open house or garage sale
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SIGN TYPE	SINGLE-FAMILY RESIDENTIAL DISTRICT	MULTI-FAMILY RESIDENTIAL DISTRICT	INSTITUTIONAL DISTRICT	NEIGHBORHOOD DISTRICT	Attachment 1 COMMERCIAL/ INDUS. DISTRICT
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	• 10 signs: 8 SF max. sign area per approved special event
Subdivision Directional	• 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
Political	• 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
TEMPORARY SIGNS ON PRIVATE PROPERTY Sections 156.20 and 156.22 are applicable to these signs					
Open House Real Estate Garage Sale Development/Const.	• 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
Political Signs	• 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
Commercial Vehicle Signs¹²	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
Mobile Billboards¹³	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

SIGN TYPE	SINGLE-FAMILY RESIDENTIAL DISTRICT	MULTI-FAMILY RESIDENTIAL DISTRICT	INSTITUTIONAL DISTRICT	NEIGHBORHOOD DISTRICT	Attachment 1 COMMERCIAL/ INDUS. DISTRICT
A-Frame/ Portable	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
Flags (Flex-Pole) 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
Flags (Flex-Pole) on Nonresidential Lots	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
Balloons/Air Filled	• 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
Pennants/Streamers	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
Banners	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

¹ Arcade signs located within a plaza shall not count against wall signage and are permitted in addition to wall signage.

² Awning signs shall count against wall signage and are permitted in addition to wall signage.

³ Shall not count against wall signage and are permitted in addition to wall signage.

⁴ Shall not count against wall signage and are permitted in addition to wall signage.

- ⁵ 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.
- ⁶ All freestanding signs except monument signs shall have a minimum of seven feet ground clearance.
- ⁷ Projecting signs shall be counted towards wall signage and shall not project beyond a pedestrian walkway.
- ⁸ Window signs shall not count against wall signage and are permitted in addition to wall signage.
- ⁹ Must be installed in accordance with all applicable regulations including but not limited to building permits.
- ¹⁰ Permitted in the right-of-way per Sections [156.21](#), [156.22](#), and [156.23](#).
- ¹¹ A maximum of six garage sales per year is permitted per individual or premises. Garage sale signs shall include an address.
- ¹² The primary purpose for which the vehicle is used is not for the stationary display of the sign.
- ¹³ *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)

The Rio Rancho Municipal Code is current through Ordinance 20-13, passed July 23, 2020.

Disclaimer: The City Clerk's office has the official version of the Rio Rancho Municipal Code. Users should contact the City Clerk's office for ordinances passed subsequent to the ordinance cited above.

City Website: <https://www.rnm.gov/>

City Telephone: (505) 891-5004

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