



AGENDA
VILLAGE OF BOSQUE FARMS
REGULARLY SCHEDULED COUNCIL MEETING
THURSDAY, MAY 16, 2024 AT 5:45 P.M.
COUNCIL CHAMBERS

1. **Call to Order**

Meeting called to order at

Please turn off cell phones or set to silent mode

2. **Pledge of Allegiance**

3. **Roll Call/Determination of Quorum**

RW		MC		ED		TB	
Quorum present		Yes	No				

4. **Introduction of Guests**

Mark Jarmie, Village Attorney

Roberta Padilla, Prodigy

5. **Public Comment**

6. **Approval of Agenda**

A C T I O N	Motion			
	Made by:			
	Second by:			
	Motion carried?	PASSED	FAILED	Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-

7. **Council to Enter Executive Session Pursuant to 10-15-1(2) NMSA, 1978 Regarding the Hiring of Two Police Officers/ 10-15-1(5) IGA for Police Services between the Town of Peralta & the Village of Bosque Farms/ 10-15-1(5) 10-15-1(2) Inspection of Public Records Act Requests/**

A C T I O N	Motion			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Made by:			
	Second by:			
	Motion carried?	PASSED	FAILED	

8. **Council to Review and Take Action on Previous Minutes**

Attachment A – 04-30-24 Draft Special Meeting Minutes.pdf

A C T I O N	Motion			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Made by:			
	Second by:			
	Motion carried?	PASSED	FAILED	

9. **Council to Review and Take Action on Water Services Agreement with Prodigy Builders Inc.**

Attachment B – Service Agreement between Prodigy Builders & Bosque Farms.pdf

A C T I O N	Motion			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Made by:			
	Second by:			
	Motion carried?	PASSED	FAILED	

10. **Council to Review and Take Action on Resolution 1045-24 Budget Line item Adjustment.**

Attachment C - Resolution 1045-24 .pdf

A C T I O N	Motion			
	Made by:			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Second by:			
	Motion carried?	PASSED	FAILED	

**11. Council to Review and Take Action on Resolution 1046-24
Budget Line item increase.**

Attachment D - Resolution 1046-24.pdf

A C T I O N	Motion			
	Made by:			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Second by:			
	Motion carried?	PASSED	FAILED	

**12. Council to Review and Take Action the Hiring of Two Police
Officers.**

A C T I O N	Motion			
	Made by:			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Second by:			
	Motion carried?	PASSED	FAILED	

**13. Council to Review and Take Action Reimbursement Agreement
related to Bosque Farms Police Applicants.**

Attachment E – Employment Contract.pdf

A C T I O N	Motion			
	Made by:			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Second by:			
	Motion carried?	PASSED	FAILED	

**14. Council to Review and Take Action on adding Michael Angelo
Limon to Bank Account with Signature Authority and also
removing Russell Walkup and Vernon Abeita.**

A C T I O N	Motion			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Made by:			
	Second by:			
	Motion carried?	PASSED	FAILED	

15. Council to Review and Take Action on Treasurer’s Report.

A C T I O N	Motion			Councilor Wood- Councilor Cheromiah- Councilor DeSmet- Councilor Baughman-
	Made by:			
	Second by:			
	Motion carried?	PASSED	FAILED	

16. Updates

- a. Mayor
- b. Councilors
- c. Clerk
- d. Departments

17. Time and Place of Next Meeting

*THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS
GOVERNING BODY WILL BE HELD ON THURSDAY, JUNE 20,
2024.*

ADJOURNMENT

The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who is in need of a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the office of the Village Clerk at (505) 991-6611 at least four (4) calendar days prior to the meeting. Public documents including the agenda and minutes can be provided in digital or hardcopy format. The Village of Bosque Farms strictly prohibits any form of unlawful discrimination based on race, color, religion, gender identity, sexual orientation, sex, national origin, age, disability, or political affiliation in any program, activity, or service sponsored by the Village. Contact the office of the Village Clerk/administrator for more information.



**MINUTES
VILLAGE OF BOSQUE FARMS
SPECIAL COUNCIL MEETING
THURSDAY, APRIL 30, 2024 AT 5:45 P.M.
COUNCIL CHAMBERS**

1. **Call to Order**

Meeting called to order at 6:00 by Mayor Chris Gillespie

Please turn off cell phones or set to silent mode.
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2. **Roll Call/Determination of Quorum**

RW	✓	MC	✓	ED	X	TB	✓
Quorum present		Yes	No				

3. **Executive Session Pursuant to 10-15-1H (2) NMSA, 1978,
Pursuant to Personnel Matters regarding Hiring of Clerk
Administrator, and Library Director.**

A C T I O N	Motion	Motion to enter Executive Session		
	Made by:	Baughman		Councilor Wood-Yes Councilor Cheremiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Cheremiah		
	Motion carried?	PASSED	FAILED	

4. **Council to reconvene from Executive Session and to certify that the items discussed in Executive Session were limited to Personnel Matters regarding the Hiring of Clerk Administrator and Library Director and No Action was Taken.**

A C T I O N	Motion	Motion to enter Executive Session		
	Made by:	Baughman		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Cheromiah		
	Motion carried?	PASSED	FAILED	

5. **Council to Review and Approve Previous Minutes.**

A C T I O N	Motion	Approval of Previous Meeting Minutes.		
	Made by:	Baughman		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

6. **Council to Approve Appointment of Clerk/Administrator**

A C T I O N	Motion	Approval of appointment of Michael Angelo Limon		
	Made by:	Cheromiah		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Baughman		
	Motion carried?	PASSED	FAILED	

7. **Council to Approve Appointment of Library Director.**

A C T I O N	Motion	Approval of appointment of Sabrina Edwards		
	Made by:	Cheromiah		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

8. **Council to Approve Appointment of Joe Hale to Planning and Zoning Commission.**

A C T I O N	Motion	Approval of appointment of Joe Hale		
	Made by:	Cheromiah		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

9. **Council to Review and Take action on Contractor for West Loop Project Based on Recommendation from Molzen -Corbin**

A C T I O N	Motion	Approval of Contractor		
	Made by:	Wood		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Baughman		
	Motion carried?	PASSED	FAILED	

10. **Council to Review and Take Action on Resolution 1044-24; Sale of Bosque Farms EMS Rescue.**

A C T I O N	Motion	Approval of Resolution 1044-24		
	Made by:	Baughman		Councilor Wood-Yes Councilor Cheromiah-Yes Councilor DeSmet-Absent Councilor Baughman-Yes
	Second by:	Cheromiah		
	Motion carried?	PASSED	FAILED	

ADJOURNMENT

The meeting adjourned at 6:25 pm.

The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who is in need of an amplifier, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the Village Clerk at 505-281-1220 at least three (3) days prior to the meeting.

Pursuant to New Mexico Open Meetings Act Section 10-15-1 (H) Subsection (2) limited personnel matters; (5) discussion of bargaining strategy preliminary to collective bargaining negotiations; (7) attorney-client privilege pertaining to threatening or pending litigation in which the public is or may become a participant; (8) discussion of the purchase, acquisition or disposal of real property or water rights by the public body. Speakers limited to 2 minutes

Service Agreement

Between the Village of Bosque Farms and Prodigy Builders Inc.

This service agreement is made and entered into on this ____ day of _____, 2024, by and between Village of Bosque Farms, located at PO Box 660, Bosque Farms, NM 87042 hereinafter the "Owner"), an entity in the state of New Mexico and Prodigy Builders Inc., organized under the laws of the state of New Mexico, located and doing business at 4829 GTO Dr. SW Albuquerque, NM 87105, and (505) 918-1340 and roberta@prodigynm.com (hereinafter the "Consultant").

1. Recital

- a. Whereas the Owner needs assistance in the operations, and maintenance support of their water utility system.
- b. Whereas the Consultant has agreed to perform operations and maintenance support of the water utility system.

2. Description, Scope of Work & Responsibilities of Consultant

Consultant shall perform the following services for Owner:

To act as consultant to provide operations and maintenance support of the Owner's water system. Consultant services shall also include but is not limited to the following:

A. General

- a. The Consultant shall be responsible for the professional quality, technical accuracy, reports, and other services furnished by the Consultant under this Agreement. If this Agreement involves data generation, the Consultant shall comply with EPA and/or NMED quality assurance requirements. The Consultant shall keep the Owner informed of the performance of the Consultant duties under this Agreement.
- b. Inform Owner of system deficiencies and make recommendations for repairs.
- c. The Consultant shall perform the professional services necessary to accomplish the work specified in this Agreement, in accordance with this Agreement and requirements in effect on the date of execution of any assistance agreement for the Specified Term.
- d. The Consultant shall be and shall remain liable, in accordance with applicable law, for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement, except for errors, omissions or other deficiencies to the extent attributable to the OWNER or OWNER-furnished data. The Consultant shall not be responsible for any circumstances beyond the Consultant's control.
- e. The Consultant's obligations under this clause are limited to those items required by this agreement.
- f. The Consultant shall inform the Owner immediately upon learning of any change of circumstance that effects the ability of the Consultant to perform the services

detailed in this contract, including, but not limited to, loss of driver's license, loss of operator certification or personal health constraints.

- g. Provide an operator certified by the State of NM at the level required by the State of NM for Owner's system.
- h. Perform all work in accordance with generally accepted professional practices, all applicable local, state, and federal laws, rules and regulations.

B. Specific Requirements of Agreement

- a. **Routine Operations-Monthly** during standard work hours (7:00a to 4:00p Monday through Friday)
 - i. For the above-referenced project, we include the following items monthly.
 - ii. Certified operator WS1 to WS4 on site 1 day per month. Includes labor, vehicle and standard tools carried in vehicle.
 - 1. Note: The intent is for the Consultant to provide 8hrs on site per week. This may be spread over multiple days depending on the needs of the Owner's system.
 - 2. Perform maintenance and repairs as available while on site.
 - iii. Provide training for Owner's personnel while on site.
 - iv. Provide study materials for water system operator test.
 - v. Develop a list of repairs and maintenance for Owner.
 - vi. Remote support via online access provided by the Owner. Remote support via phone, facetime, or other means for troubleshooting. This is an average of 2 hours per week.
 - vii. Provide an operator certified by the State of NM as required. W2-W4 for water system.
 - viii. Review reports generated by Owner and provide feedback.

b. Time and Material/Additional costs

- i. Any item not expressing listed above as routine operations.
- ii. Administrative and Project Management items to include but not limited to
 - 1. Updating/creating log sheets or other information
 - 2. Updating/creating sampling plan, emergency response plan, or other plans reports required by NM Drinking Water Bureau
 - 3. Reporting (CCR, quarterly reports, etc.) beyond other than listed above.
- iii. Respond to NM one call (811) requests for line locates if required.
- iv. Perform preventative or routine maintenance not listed above under routine operations.
- v. Non-Standard hours for operations.
 - 1. All non-standard hours will be billed at 1.5x the standard rate.
- vi. Respond to wastewater line leaks or system and repair or procure contractor to repair.
- vii. Coordinate with the NMED on the regulatory issues, non-routine samples or repeat samples as required.
- viii. Meet with Engineer, Owner, and provide Owner with recommendations for improvement and upgrades.

- ix. Serve as point of contact for future source water protection efforts.
- x. Assist NMED in taking required samples.
- xi. Provide e-mail status on operational issues of interest to the designated representative, as reasonably requested.
- xii. Other duties as Owner & Consultant may deem necessary.
- xiii. This list is not meant to be all inclusive but provides examples for reference.

3. Responsibilities of the Owner

- a. The Owner shall designate in writing a person authorized to act as the Owner's representative. The Owner or its representative shall receive, examine, and maintain documents submitted by the Consultant.
- b. Owner shall be responsible for repairing or bringing to compliance all deficiencies noted by the Consultant.
- c. The Owner shall provide to the Consultant full and free access to enter upon all property required for the performance of the Consultant's services under this Agreement.
- d. The Owner shall retain copies of Documents for information and reference in connection by Owner. Any such reuse or modification without written verification or adaptation by Owner will be at Owner's sole risk and without liability or legal exposure to the Consultant. Any verification or adaptation as stated above, will entitle Consultant to further compensation at rates to be agreed upon by Owner and Consultant.

4. Compensation

- a. For items listed above under 2.B.a Routing Operations the Owner shall pay the consultant \$4365.00 per month.
- b. For items listed above under 2.B.b Time and Material Additional Costs Owner shall pay the hourly rate for labor per attachment B.
 - i. Labor provided during non-standard hours will be billed at 1.5x the standard rate.
 - ii. Materials, Subcontractors, equipment not on schedule B or other costs as needed will be billed at cost plus 15%. Consultant will provide receipts and/or other means of support for such billings.

- c. The Consultant shall submit monthly invoices to Owner for work performed as part of section 2.B.a.

The Consultant shall submit monthly invoices to the Owner for work performed as part of section 2.B.b.

Properly submitted invoices shall be paid within thirty (30) calendar days of the invoice being submitted. If Owner objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to pay only that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

5. Independent Contractor

The parties intend that the independent contractor-client relationship will be created by this Agreement. No employee, agent; representative or subcontractor of the Consultant shall be

or shall be deemed to be the employee, agent representative or subcontractor of the Owner. None of the benefits provided by the Owner to its employees, including but not limited to compensation, insurance and unemployment insurance are available from the Owner or the employees, agents, representatives, or subcontractors of the Consultant. On or before the effective date of this Agreement, Consultant shall file, maintain and/or open all necessary records with the Internal Revenue Services and the State of New Mexico to establish Consultants status as an independent contractor.

6. Term

- a. The term of this Agreement shall commence on _____ and shall have an initial term of six (6) months and renew automatically for one (1) each six (6) month term unless terminated earlier as provided in the agreement.
- b. Rates for routine operations and time and material costs shall be adjusted yearly upon renewal with a minimum 30-day notice prior to renewal of what the increase will be. The increase will be calculated using the CPI rate for the month closest to the 30-day notice. .

7. Termination

Consultant or Owner may terminate this Agreement, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on this this Agreement. After termination, Owner may take possession of all records and data within the Consultant's possession pertaining to the services required by this agreement. Items that are not proprietary to the Consultant may be used by Owner without restriction. Upon termination of this Agreement, Consultant shall be entitled to receive compensations for services rendered up to the date of termination and reimbursement for all costs and fees incurred by the Consultant as a direct result of services rendered to Owner up to the date of termination. The final payment shall be processed and paid like other payments as provided in paragraph 2 above. The Consultant shall not be entitled to receive compensation or reimbursement for any services furnished by the Consultant after the date or termination.

8. Discrimination

Consultant or any person acting on behalf of the Consultant shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employee relates.

9. Indemnification

Consultant shall defend, indemnify and hold Owner, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement.

Owner shall defend, indemnify and hold Consultant, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Consultant's performance of this Agreement.

10. Insurance

The Consultant shall procure and maintain for the duration of the Agreement, standard General Liability insurance. The coverage shall contain no special limitations with the scope of protection afforded to the Owner, its officers, officials, employees, agents, representatives or volunteers. Consultant agrees to provide Owner with certificates of insurance evidencing the required coverage. Claims can only be filed on the basis of intentional negligence and with the Consultant acting on her own outside the normal industry practices. Pursuant to law, the Consultant shall maintain a Workers Compensation Policy with limits equal to or greater than the requirements of the state of New Mexico including waiver of subrogation in favor of Woodlands.

11. Work Performed At Consultants Risk

Consultant shall take all necessary precautions and shall be responsible for her own safety in the performance of the contact work and shall utilize all protection necessary for that purpose. All work shall be done at the Consultants own risk and Consultants shall be responsible for any loss or damage to vehicles, tools, materials, or other articles used or held for use in connection with the work.

- This Agreement shall be interpreted under the laws of the state of New Mexico, Valencia County.
- Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding.

The parties below execute this Agreement, which shall become effective on _____

Consultant: Prodigy Builders Inc.

Name & Title: _____

Signature: _____ Date: _____

Owner: Village of Bosque Farms

Name & Title: _____

Signature: _____ Date: _____

Resolution amending the 2023-2024 Village Budget

**VILLAGE OF BOSQUE FARMS, NEW MEXICO
RESOLUTION NO. 1024-45**

The Governing Body of the Village of Bosque Farms, New Mexico, meeting in a regular session on May 16, 2024, resolved to make the following Line-Item Transfers in the 2023-2024 fiscal year Budget:

Line-Item Transfers:

GENERAL FUND (100)

Legislative

From: C.O. Equipment (100-01-48020) \$ 5,000.00
To: Conferences/Training (100-01-47040) \$ 5,000.00

Executive/Financial Administrative

From: W/C Premium (100-02-47210) \$ 1,000.00
To: Other Supplies (100-02-46900) \$ 1,000.00

Judicial

From: Salaries – Reg. FT (100-03-41020) \$ 17,145.00
From: Employee Insurance (100-03-42050) \$ 6,000.00
From: Communications (100-03-47010) \$ 1,500.00
To: Salaries - PT (100-03-41030) \$ 15,600.00
To: Computer Maintenance/Repair (100-03-44042) \$ 8,000.00
To: Insurance (100-03-47060) \$ 45.00
To: Telephone/Internet (100-03-47150) \$ 500.00
To: C.O. Equipment \$ 500.00

Building Maintenance

From: Insurance (100-04-47060) \$ 12,730.00
To: Utilities (100-04-47160) \$ 12,730.00

Police Department:

From: W/C Premium (100-05-47210) \$ 34,490.00
To: K-9 Maintenance (100-05-44043) \$ 640.00
To: Other Contractual (100-05-45900) \$ 7,681.00
To: Toys for Tots (100-05-47032) \$ 737.00
To: Communications (100-05-47010) \$ 3,666.00
To: Dues & Subscriptions (100-05-47140) \$ 380.00
To: C.O. Equipment (100-05-48020) \$ 21,386.00

Fire Department

From: Comm. (100-06-47061) \$ 11,892.00
To: Insurance (100-06-47060) \$ 2,892.00
To: C.O. Equipment (100-06-48020) \$ 9,000.00

Animal Control

From: W/C Premium (100-07-47210)	\$ 15.00
To: Dues & Subscriptions (100-07-47140)	\$ 15.00

Streets

From: Insurance (100-08-47060)	\$ 2,200.00
From: W/C Premium (100-08-47210)	\$ 7,300.00
From: C.O. Traffic Signs (100-08-48090)	\$ 2,500.00
To: Liability Insurance Deductibles (100-08-47069)	\$ 12,000.00

Planning and Zoning

From: W/C Premium (100-09-47210)	\$ 121.00
To: Insurance (100-09-47060)	\$ 121.00

Library

From: C.O. State Library Grant (100-10-48061)	\$ 5,948.00
To: Salaries- PT Lib. Grant (100-10-41031)	\$ 5,948.00

Community Center

From: W/C Premium (100-11-47210)	\$ 300.00
To: Salaries- PT (100-11-41030)	\$ 300.00

ENVIRONMENTAL GRT (202)

From: Other Contractual (202-00-45900)	\$ 60.00
To: Keep America Beautiful (202-00-47001)	\$ 60.00

EMS FUND (206)

From: Supplies (206-00-46013)	\$ 226.00
To: Uniforms (206-00-46040)	\$ 226.00

LAW ENFORCEMENT PROTECTION FUND (211)

From: Non-Cap. Equipment (211-00-46020)	\$ 2,800.00
To: C.O. Equipment (211-00-48020)	\$ 2,800.00

TRAFFIC SAFETY FUND (299)

From: Gas & Oil (299-00-43030)	\$ 945.00
From: C.O. Equipment (299-00-48020)	\$ 2,500.00
To: C.O. Radar (299-00-48021)	\$ 3,445.00

SEWER FUND (503)

From: Insurance (503-00-47060)	\$ 9,600.00
From: W/C Premium (503-00-47210)	\$ 7,590.00

From: Salaries – FT (503-00-41030)	\$ 842.00
To: Mileage & Per Diem (503-00-43010)	\$ 181.00
To: Uniform Expense (503-00-46040)	\$ 125.00
To: Lab Supplies (503-00-46901)	\$ 15,722.00
To: Employee Training (503-00-47040)	\$ 2,004.00

WATER FUND (505)

From: W/C Premium (505-00-47210)	\$ 11,400.00
To: Maintenance/Repair Equipment (505-00-44041)	\$ 10,973.00
To: Uniforms (505-00-46040)	\$ 22.00
To: Insurance (505-00-47060)	\$ 405.00

PASSED, APPROVED AND ADOPTED THIS 16TH DAY OF MAY 2024.

VILLAGE OF BOSQUE FARMS, NM

Chris Gillespie, Mayor

(SEAL)

ATTEST:

Michael Limon, Clerk/Administrator

Resolution amending the 2023-2024 Village Budget

**VILLAGE OF BOSQUE FARMS, NEW MEXICO
RESOLUTION NO. 1024-46**

The governing body of the Village of Bosque Farms, New Mexico, meeting in a regular session on May 16, 2024, resolved to request the following increases in the 2023-2024 fiscal year budget:

GENERAL FUND (100)

Increase in Transfers:

Transfer out - Streets Fund (100-00-52216) \$ 72,300.00

LAW ENFORCEMENT R/R FUND (212)

Increase in Revenue:

Refunds & Reimbursements (212-00-36065) \$ 9,290.00

Law Enforcement Recruitment (212-00-37068) \$ 75,000.00

Increase in Expenditures:

Salaries (212-00-41020) \$ 60,846.00

FICA (212-00-42010) \$ 3,773.00

Medicare (212-00-42020) \$ 883.00

STREETS FUND (216)

Increase in Expenditures:

C.O. - Streets (216-00-48080) \$ 199,684.00

Increase in Transfers In:

Transfer In – General Fund (216-00-51100) \$ 72,300.00

CAPITAL PROJECTS FUND (218)

Increase in Expenditures:

C.O. Leg. Grant – PD Units (218-00-48018) \$ 224.00

CANNABIS FUND (219)

Increase in Expenditures:

Admin Fees – CRS Taxes (219-00-47115) \$ 200.00

NOMINAL FEE FUND (228)

Increase in Revenue:

V.C. Fire Tax (228-00-36016) \$ 23,768.00

Increase in Expenditures:

Nominal Fee (228-00-45032) \$ 8,144.00

SEWER FUND (503)

Increase in Expenditures:

Professional Services (503-00-45030)	\$ 250,000.00
GGRT (503-00-45999)	\$ 9,900.00
C.O. – System Components (503-00-48905)	\$ 75,000.00

WATER FUND (505)

Increase in Expenditures:

Professional Services (505-00-45030)	\$ 17,000.00
Other Contractual (505-00-45900)	\$ 35,000.00

NOW, THEREFORE, approval of the above is requested from the Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED AND ADOPTED THIS 16TH DAY OF MAY 2024.

VILLAGE OF BOSQUE FARMS, NM

(SEAL)

Chris Gillespie, Mayor

ATTEST:

Michael Limon, Clerk/Administrator



Christopher Gillespie
Mayor

Village of Bosque Farms



Andrew Owen
Chief of Police

Reimbursement Agreement

April 24, 2024

THIS REIMBURSEMENT AGREEMENT (“Agreement”) is made between the Village of Bosque Farms (the “Village”) and _____ (“Recipient”) (together, “Parties”).

A. THE VILLAGE EXPENSES

The Recipient understands that the Village will incur substantial expenses and costs on behalf of the Recipient to train, equip and certify Recipient as a police officer for the Village of Bosque Farms Police Department. These costs and expenses include, but are not limited to, the following:

1. **Selection Expenses.** “Selection Expenses” are costs incurred by the Village in the selection process to attend training and throughout the selection process including, but not limited to, drug and psychological tests, administrative cost, and entrance and fitness exams; and
2. **Training Expenses.** “Training Expenses” are all costs and fees associated with training of Recipient, including but not limited to education, field training officer costs, and orientation.
3. **Equipment Expenses.** “Equipment Expenses” are all costs associated with the purchase of uniforms and equipment on behalf of Recipient.

Village estimates and Recipient concurs that the cost of the expenses listed herein are in excess of \$6,000.00 (six thousand dollars).

The Recipient agrees that the below expenses and costs are reasonable.

B. REPAYMENT OF EXPENSES

In consideration of the Village hiring Recipient and paying, among other things, the expenses listed above, the Recipient acknowledges and agrees that he/she will reimburse the Village the amount of \$6,000.00 if any of the following events occurs:

1. **Recipient is selected for, is offered employment, and accepts a slot to attend the Academy, but does not attend the Academy.**
2. **The Recipient leaves the Academy for any reason prior to completing training.**
3. **The Recipient fails to successfully complete the Academy or achieve New Mexico peace officer certification for any reason.**



Christopher Gillespie
Mayor

Village of Bosque Farms



Andrew Owen
Chief of Police

Reimbursement Agreement

April 24, 2024

4. Within two years of the date of achieving New Mexico peace officer certification, the Recipient initiates separation of employment as a police officer with the Village including to transfer to another position.

5. Within two years of achieving New Mexico peace officer certification or three years from the date of employment, the Recipient is involuntarily terminated by the Village for any reason, except in the event of a layoff.

C. WITHHOLDING FINAL PAYCHECK

Recipient stipulates and agrees that any amounts due him by the Village may be withheld from the Recipient's final paycheck to the maximum extent allowable under law if any of the events occur set forth in Paragraph B hereto.

D. PAYMENT AGREEMENT

This Agreement is binding on the Recipient until all uniforms, equipment, and other Village property has been returned to the Village, and the amount owed has been paid in full. The Parties may enter into a Payment Agreement at any time after any of the events listed herein occurs. The Payment Agreement will be incorporated in this Agreement by reference.

E. FAILURE TO COMPLY WITH THIS AGREEMENT OR WITH THE TERMS OF THE PAYMENT AGREEMENT

1. This Agreement shall be interpreted under the laws of the State of New Mexico.

2. If the Recipient fails to comply with any provision of this Agreement, the Village retains its right to file a lawsuit in Valencia County to recover the money owed. The parties agree that any lawsuit must be filed in Valencia County.

3. The Recipient will be required to pay for any and all costs and attorneys' fees incurred by the Village to enforce the terms of this Agreement or the Payment Agreement.

F. NOTICES

Any notice shall be sufficiently given and shall be deemed given when personally delivered, or if mailed, when mailed by registered or certified mail, postage prepaid, addressed to the other party at the address provided for the respective parties at the end of this Agreement.



Christopher Gillespie
Mayor

Village of Bosque Farms



Andrew Owen
Chief of Police

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G. MODIFICATION

No amendment, modification, waiver, addition, or alteration of this Agreement is binding unless in writing, dated subsequent to the date of this Agreement, and duly executed by the Parties.

H. SEVERABILITY

If any part or parts of this Agreement are found to be unenforceable, the remaining portions of this Agreement shall remain in effect.

I. COMPLETE AND BINDING AGREEMENT

The terms of this Agreement are contractual and not a mere recital. All agreements and understandings between the Parties are expressed in this Agreement. This Agreement shall be binding upon the Parties named herein.

RECIPIENT HAS CAREFULLY READ AND FULLY UNDERSTANDS ALL OF THE PROVISIONS OF THIS AGREEMENT, WHICH SETS FORTH THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND RECIPIENT ACKNOWLEDGES THAT HE/SHE HAS NOT RELIED UPON ANY REPRESENTATIONS OR STATEMENTS, WRITTEN OR ORAL, NOT SET FORTH IN THIS DOCUMENT.

IN WITNESS WHEREOF, the Parties hereto, personally have subscribed to and signed this Agreement as of the day and year as noted below.

NAME OF RECIPIENT:

STATE OF NEW MEXICO)
)ss.



Christopher Gillespie
Mayor

Village of Bosque Farms



Andrew Owen
Chief of Police

Reimbursement Agreement

April 24, 2024

COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20__, by _____.

NOTARY PUBLIC

My Commission Expires:

VILLAGE OF BOSQUE FARMS

NAME
TITLE

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

THE FOREGOING instrument was acknowledged before me this _____ day of _____, 20__, by _____ on behalf of Village of Bosque Farms.

NOTARY PUBLIC

My Commission Expires:
