

VILLAGE OF BOSQUE FARMS

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Bosque Farms, NM 87068

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Chris Gillespie, Mayor

Council:
Ronita Wood
Michael Cheromiah
Erica DeSmet
Tim Baughman

THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS WILL HOLD ITS REGULAR MEETING ON THURSDAY, NOVEMBER 21ST, 2024 IN THE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NM AT 6:00PM.

1. **CALL TO ORDER & ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **EXECUTIVE SESSION PURSUANT TO 10-15-(2) NMSA, 1978 HIRING OF A WATER/WASTEWATER UTILITY SUPERVISOR**
4. **APPROVAL OF AGENDA**
5. **PUBLIC COMMENT FOR NON-AGENDA ITEMS**
(Comments are limited to 1 ½ Minutes, time cannot be distributed to peers in attendance)
6. **PRESENTATION**
Cops & Rodders Event Recap / Presentation by Chief Andrew Owen
7. **DEPARTMENTAL REPORTS**
8. **MAYOR & COUNCIL REPORTS**
9. **COUNCIL TO REVIEW & TAKE ACTION PREVIOUS MINUTES**
Attachment A – 10-24-24 Regular Meeting Minutes.pdf
10. **COUNCIL TO REVIEW AND TAKE ACTION ON TREASURER’S REPORT**
11. **COUNCIL TO REVIEW AND TAKE ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT, STATE FIRE MARSHAL’S OFFICE AND LOCAL GOVERMENTS OPERATING NEW MEXICO FIRE DEPTMENTS.**
Attachment B – MOU State Fire Marshall and the Village of Bosque Farms.pdf

“PRESERVING RURAL AMERICA”

12. **COUNCIL TO REVIEW AND TAKE ACTION ON MEMORANDUM OF UNDERSTANDING FOR VALENCIA COUNTYWIDE MUTAL AID AGREEMENT AND INTERAGENCY STANDARD OPERATING GUIDELINES.**
Attachment C – Mutal Aid Agreement Fire.pdf
13. **COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1055-24 PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NMDOT**
Attachment D – Resolution 1055-24.pdf
14. **COUNCIL TO REVIEW AND TAKE ACTION ON HIRING A WATER/WASTEWATER UTILITY SUPERVISOR**
15. **COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1056-24 SALE OF SURPLUS VEHICLES**
Attachment E – Resolution 1056-24.pdf
16. **COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1057-24 DESTRUCTION OF PUBLIC RECORDS**
Attachment F – Resolution 1057-24.pdf
17. **COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1058-24 VRECC BUDGET ADJUSTMENT**
Attachment G – Resolution 1058-24.pdf
18. **COUNCIL TO HOLD A PUBLIC HEARING FOR APPROVAL OF BUSINESS LICENSE FOR WQCKDKITTY INK .**
Attachment H – Business License WqckdKitty Ink.pdf
19. **COUNCIL TO CONCLUDE PUBLIC HEARING AND TAKE ACTION ON BUSINESS LICENSE WQCKDKITTY INK .**
20. **COUNCIL TO HOLD A PUBLIC HEARING FOR APPROVAL OF VARIANCE REQUEST FOR 1680 CARPENTER DRIVE**
Attachment I – Narrative Report summary for 1680 Carpenter Drive. pdf
Attachment J – Planning & Zoning Commission Meeting Draft Minutes. pdf
21. **COUNCIL TO CONCLUDE PUBLIC HEARING AND TAKE ACTION ON VARIANCE REQUEST FOR 1680 CARPENTER DRIVE.**
22. **COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1059-24 APPROVING HOLIDAY SCHEDULE**
Attachment K – Resolution 1059-24. pdf

TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS GOVERNING BODY WILL BE HELD ON THURSDAY, DECEMBER 19, 2024.

ADJOURNMENT

PLEASE NOTE: *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 needs 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 three (3) 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
REGULAR COUNCIL MEETING
THURSDAY, OCTOBER 24, 2024 AT 6:00 P.M.
COUNCIL CHAMBERS**

1. **Call to Order**

Meeting called to order at 6:00

Please turn off cell phones or set to silent mode

2. **Pledge of Allegiance**

Councilor Michael Cheromiah led those in attendance in the Pledge of Allegiance.

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

| | | | | | | | |
|----------------|---|-----|----|----|---|----|---|
| RW | ✓ | MC | ✓ | ED | ✓ | TB | ✓ |
| Quorum present | | Yes | No | | | | |

4. **Approval of Agenda**

| | | | | |
|--|-----------------|---|--------|--|
| A C T I O N | Motion | Approval of Agenda as presented. | | |
| | Made by: | Baughman | | Councilor Wood-Yes |
| | Second by: | DeSmet | | Councilor Cheromiah-Yes |
| | Motion carried? | PASSED | FAILED | Councilor DeSmet-Yes Councilor Baughman-Yes |

5. **Public Comment**

Resident James Jones stated his concern regarding the light outages on Hwy 47. The resident described his tenure in Bosque Farms as a total of 17 years and shared concern of the dangers of driving on dark roads without proper lighting and requested that Staff & Village Council seek funding urgently so that this matter could be addressed.

Resident Lily McNabb shared her thanks to the police department of Bosque Farms for its observations performed during early voting and it's work done with cops & rodders.

Cambry Sanchez representing Sanchez Dumpsters wished to inquire if she could meet with the Governing Body and the Village staff to discuss the possibility of doing business with the Village for Roll off dumpsters.

Mayor Pro Tem Wood informed Mr. Jones that the Village is currently working on searching for grant funding for addressing the lights on 47.

Clerk Administrator Limon stated to Cambry Sanchez that the Village is currently in agreement with UWS for dumpster services however would schedule a meeting to discuss other ways Sanchez could assist the Village.

6. Departmental Reports

- a. Police Chief
 - i. LT. Dominguez provided Bosque Farms Police Statistics for the month of September.
- b. Court
 - i. Deputy Clerk Shaline read updates on behalf of Judge Eldridge regarding court cases and citations.
 - ii. Judge Eldridge addressed Council to see if there were any specific updates they would inquire of her however Council had no questions at this time.
- c. Clerk
 - iii. Clerk Limon shared the following updates:
 - iv. Final Walkthrough for the West Loop occurred with Molzen & Corbin & Star Paving. All pay applications have been approved and submitted, pending closeout documentation is awaiting Mayor's Signature, if needed documentation can be edited to take Mayor Pro Tem's signature.
 - v. Deputy Clerk Lopez renewed our SAM registration which is needed for all funding sources.
 - vi. Budget for Fiscal Year 2024 is entered in our incode.
 - vii. Deputy Clerk Lopez recently had grinder pump purchases approved by the state for grant reimbursement
 - viii. An applicant for our Water / Wastewater utilities Supervisor Position has been interviewed and submitted for background. This applicant will appear before the council on November 21st.
 - ix. Both Clerk Administrator & Deputy Clerk have completed CPO training and can now serve as back up to Treasurer for procurement purposes.
 - x. During attendance of this week's Municipal clerk training, Staff was made aware of three overhauls to policy that the NMML is actively

- pursuing and requires aid from local entities. 1. Remodeling the Municipal Code – matters related to the Clerk & Mayor’s positions. 2. Inspections of Public Record pricing and limitations regarding frequent inspections. 3. Repurposing MVD taxes to fund road projects.
- xi. Sixteen properties have been served with criminal complaints regarding weeds. Those cases will be heard in our court on October 31st, 2024.
 - xii. Seven properties have been served with their second warning regarding weeds, if not taken care of property owners will be summoned to court in November.
 - xiii. A Public hearing will be held at the next planning and zoning commission meeting for a variance of structure setbacks regarding 1680 Carpenter Drive. Measurements were not accurate to design nor by the measurements of the Clerk therefore resident has requested variance due to costs.
 - xiv. Another Tattoo/Art Studio wishes to open up shop in the Village of Bosque Farms – Name Wyckd(Wicked) kitty Ink LLC Public hearing for Planning & Zoning will be held November 4th before Council with recommendation of Planning and Zoning on November 21st.
 - xv. 5 New permits have been approved via the administrator for the month of October 4 deal with sheds, one is a whole new garage accessory structure. There are no current Planning & Zoning Applications Pending as of 10/24/24. (Property on Foxcroft Loop filed a permit for a new patio – Property on Willow Trail will have a new carport – Property on Sandin Drive will have solar panels – carport on Velvet Drive – Property on the west loop will have a storage shed.)
 - xvi. In the month of September new code enforcement officer Fermin Otero and Commissioner Joe Hale attended in Carlsbad
 - xvii. Village staff as of October 15,2024 are working with FEMA regarding Village records that were requested. A total of 13 properties were identified to be missing elevation certificates and missing applications with construction performed. Code Enforcement and Clerk Administrator are working with property owners to identify information and review Village records.
 - xviii. A New Panni shop is planning on opening on the Blvd. within Bosque Farms. The owner’s name is Nicolette Quesada. Will look to have more information by next Council meeting
 - xix. Two Cannabis shops are interested in having public hearings for their businesses to operate in bosque farms. The Clerk Administrator

is currently working with the two owners to see if they could co – exist or due to limitations in Village Ordinance if one would have to relocate OR not operate at all. The first public hearing for these shops shall be in December.

7. Mayor & Council Reports

a. Mayor

i. *Absent from Meeting*

Council

- ii. Councilor Baughman stated his dissatisfaction with finding the Well gates unlocked after already addressing the issue with Prodigy. Councilor Baughman asked Clerk Limon to address this issue immediately.
- iii. Councilor Cheromiah had no updates.
- iv. Councilor DeSmet recapped the Trunk or Treat event and thanked all who attended and participated. Councilor DeSmet also shared updates to those in attendance to become educated on Lithium fires and proper disposal of those batteries.
- v. Mayor Pro Tem Wood shared updates regarding the Cops and Rodders event and stated her interest in Chief Owen’s recap upcoming in the next meeting.

8. Council to Review and Take Action Previous Minutes.

| | | | |
|--|------------------------|---|--|
| A C T I O N | Motion | Approval of Minutes 08-15-24 with Amendments to missing Call to Order Time and punctuation of a missing comma on the clerk’s updates describing the West loop. | |
| | Made by: | Cheromiah | Councilor Wood-Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman- Yes |
| | Second by: | Baughman | |
| | Motion carried? | PASSED | |

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

Deputy Clerk Shaline Lopez shared two updates regarding the Treasurer’s report.

One that her personal health had caused a delay in the results of the report as she has been out of the office sick and could not process Bank reconciliation in time, two that there are several lingering deposits that are throwing off the overall balance in incode. These predate as far as 2005. Deputy Clerk Lopez is currently trying to contact incode to reconcile these amounts and assist her with new errors that have occurred due to customers on the utility side charging back amounts late into the month effecting the Village’s accounting.

| | | | | |
|----------------------------|-----------------|------------------------------|--|--|
| A C T I O N | Motion | Table of Treasurer's Report. | | |
| | Made by: | Baughman | Councilor Wood- Yes Councilor Cheromiah- No Councilor DeSmet-Yes Councilor Baughman-Yes | |
| | Second by: | Cheromiah | | |
| | Motion carried? | PASSED | | |

10. **Memorandum of Understanding Between the Department of Homeland Security and Emergency Management, State Fire Marshal's Office and Local Government's Operating New Mexico Fire Department.**

Clerk Administrator Limon advised Council that the Fire Chief provided him with the presented MOU, and together they came to the agreement that the Village can function under it's guidelines however will not inspect the local schools and the school district provides it's own inspections.

Clerk Administrator Limon advised the Council that staff recommendation is approval.

Former Mayor Russell Walkup called for a point of order from the audience and requested that the item be postponed due to a motion not being implied on the agenda.

Clerk Administrator Limon disagreed with the Former Mayor's statement and requested that Point of order calls be limited to current Council as a decorum would call for.

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|----------------------------|-----------------|--------------------------|--|--|
| A C T I O N | Motion | Council to Postpone Item | | |
| | Made by: | Baughman | Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman-Yes | |
| | Second by: | Cheromiah | | |
| | Motion carried? | PASSED | | |

11. **Council to Review and Take Action on Resolution 1055-24 Participation in Local Government Road Fund Program Administered by NMDOT.**

Deputy Clerk Lopez stated that these funds are for the road project labeled for Winchester Road. Deputy Clerk Lopez further stated that these funds cannot be reallocated to any other roads and were awarded to the Village prior to her tenure however she would like to have approval of the resolution prior to their expiration.

Councilor DeSmet questioned the Deputy Clerk as to why these funds were only allocated to Winchester as she felt that other streets were a higher priority. Deputy Clerk Lopez

responded that this allocation was prior to both her and the Administrator’s Tenure, Council or the Treasurer would be the best resource of that knowledge.

Councilor Wood stated that Melina from Molzen & Corbin had prepared a presentation at a previous Council meeting showcasing the need for improvements, however could not recall a date or those who were in attendance.

Councilor Baughman motioned for the Funds to be approved however was left without a Second.

Clerk Administrator Limon addressed the Council stating he would identify where the funds sit exactly in the budget, at the current time he calls entering these funds in the budget for reporting however could not produce the exact line item from memory. Clerk Limon went further to state he would contact Molzen & Corbin about the previously mentioned presentation and if identified have them present at the November meeting for an update & summary.

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|--|------------------------|--|--|
| A C T I O N | Motion | Table Item to allow Clerk Limon to perform Research | |
| | Made by: | Wood | Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman-Yes |
| | Second by: | Baughman | |
| | Motion carried? | PASSED | |

12. Council to Enter Public Hearing Regarding Title Transfer for Perry Song Lee (Kelly Liquors)

| | | | |
|--|------------------------|--|--|
| A C T I O N | Motion | Council to Enter Public Hearing | |
| | Made by: | Baughman | Councilor Wood- Yes Councilor Cheromiah- Yes Councilor DeSmet- Yes Councilor Baughman-Yes |
| | Second by: | Cheromiah | |
| | Motion carried? | PASSED | |

Clerk Administrator Limon addressed the Council stating that he received a letter from NMRLD (New Mexico Regulation & Licensing Department) in late September regarding the request from Mr. Lee to transfer the business from a relative’s name to his own as he would be taking over ownership in Bosque Farms.

Clerk Administrator Limon went into further detail how the hours of operation or the operation itself would not undergo any changes this is merely for the title transfer.

13. Council to Conclude Public Hearing and Take Action on Title Transfer for Perry Song Lee (Kelly Liquors)

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

14. Council to Hold a Public Hearing for Approval of Business License Black Sheep Tattoo Studio.

Clerk Administrator Limon recapped the application timeline for Mr. Martinez. Clerk Administrator Limon shared that the Planning & Zoning Commission had recommended approval on the condition that nothing in Village Ordinance limits this regulated business from being within 1000 ft of Kelly Liquors.

Clerk Administrator Limon performed research and concluded that in 2001 the Village Council had removed alcohol as a regulated business. Therefore, the distance between Kelly’s Liquor or the planned License Black Sheep Tattoo Studio would not be an issue.

(Clerk Administrator Limon Swore in Erik Martinez prior to Council asking questions regarding his business.)

Mr. Erik Martinez (Applicant) discussed how his business would be family owned and operated. He shared the history of his apprenticeship in the City of Albuquerque and how has decided to go into business for himself due to his mistreatment from his prior mentor.

Councilor Baughman requested that the applicant get in touch with someone in the State to see if they could provide Mr. Martinez with an inspection of his shop to prove it is within state regulations. Both the Clerk & the Applicant stated that they are working together to have this inspection performed.

Councilor DeSmet questioned how long the applicant has been licensed to which the applicant stated he has been in practice 13 years and has been approved and licensed by the state for 1 year.

Councilor DeSmet questioned which shop Mr. Martinez held apprenticeship prior, the applicant stated it was at True Love tattoo from City of Albuquerque.

Councilor DeSmet questioned if the applicant would be public or private artist to which the applicant answered he would be public.

Councilor DeSmet questioned if the applicant would have more artists on staff to which the Applicant answered it would be himself at the time.

| | | | |
|--|------------------------|--|---|
| A C T I O N | Motion | Approval of License for Black Sheep Tattoo studio | |
| | Made by: | Wood | Councilor Wood- Yes Councilor Cheremiah- Yes Councilor DeSmet- Yes Councilor Baughman- Yes |
| | Second by: | Baughman | |
| | Motion carried? | PASSED | |

15. Council to Nominate and Select One Member of Council and Member of the Public for RFP Selection Committee for Engineering Services.

Clerk Administrator Limon stated that two residents requested to be nominated. The two residents were CJ Kittle & Rick Babcock.

Councilor Baughman nominated Councilor DeSmet & Rick Babcock for the Committee for Engineering services.

| | | | |
|--|------------------------|--|--|
| A C T I O N | Motion | Approval of Rick Babcock & Erica DeSmet for RFP Selection Committee for Engineering Services. | |
| | Made by: | Baughman | Councilor Wood- Yes Councilor Cheremiah- No Councilor DeSmet- Yes Councilor Baughman- Yes |
| | Second by: | Wood | |
| | Motion carried? | PASSED | |

ADJOURNMENT
7:44 PM

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MEMORANDUM OF UNDERSTANDING BETWEEN
THE DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY
MANAGEMENT, STATE FIRE MARSHAL'S OFFICE
AND
LOCAL GOVERNMENTS OPERATING NEW MEXICO FIRE DEPARTMENTS

PURPOSE: To have a cooperative agreement between Fire Departments (or Districts) and the Department of Homeland Security and Emergency Management, State Fire Marshal's Office. To promote fire and life safety by conducting and/or assisting the State Fire Marshal's Office with fire code inspections, to enter upon building and premises for the purpose of examination and inspection, when deemed beneficial to both parties.

SCOPE: The State Fire Marshal shall adopt rules and regulations (fire codes) for prevention and control of fires (NMSA 1978, Section 59A-52-15) and may use an authorized officer or designated agent to enforce these provisions (NMSA 1978, Section 59A-52-19). The State Fire Marshal is authorized to cooperate with agencies in this state (NMSA 1978, Section 59A-52-5). Therefore, this agreement is implemented to activate the above provisions, as indicated below.

COOPERATIVE DISCLAIMER: This Memorandum of Understanding does not prohibit the (Bosque Farms Fire Department) or the State Fire Marshal's Office from requesting assistance from each other pertaining to any fire code enforcement inspection or origin and cause investigation. The State Fire Marshal Division reserves the right to conduct any inspection or investigation of state buildings in accordance with this memorandum of understanding.

METHODOLOGY: The (Bosque Farms Fire Department) shall assume the responsibility for conducting the indicated activities in a timely manner, document and store the appropriate records and provide information of such activities as required by the State Fire Marshal's Office. The (Bosque Farms Fire Department) shall conduct such activities following current accepted procedures and in adherence to state codes and/or rules. Activities may be documented on forms currently used by the (Bosque Farms Fire Department).

PARTICIPATING LOCAL GOVERNMENT: Village of Bosque Farms

Full name of local government: Village of Bosque Farms

County: Valencia

Fire Departments Included in this Partnership Agreement: Bosque Farms Fire Department

Name of Municipal Fire Chief (and/or Marshal):

Fire Chief Aaron Brogdon; Fire Marshal Ashley Means

Fire Code Enforcement Inspections ACCEPTED: The (Bosque Farms Fire Department) accepts responsibility for the following code enforcement activities (this memorandum of understanding does not include the inspection of state-owned or leased buildings except for as permitted below). Please select all that apply:

None

Conduct all fire-related investigation within the district's/Department's jurisdictional boundaries only.

Conduct all fire code inspections within the district's/Department's jurisdictional boundaries only.

Conduct plans review and acceptance testing of suppression and detection systems (including all other types of fire protection systems).

Detail: (Please fill in as much detail as possible).

Indicate below all property types that your District/Department declines to accept code inspections and enforcement responsibility for (e.g., Public Schools, Charter Schools, Universities and Colleges, etc.)

Public Schools, Charter Schools, Vocational Schools

For Schools, Charter Schools, Universities and Colleges: A report of the school(s) name, address, date of inspection, and name of Department's personnel performing the inspection will be sent to the State Fire Marshal's Office, Code Enforcement Bureau, upon request, but no more frequently than once each calendar year. Full reports are not required.

Please provide copies of all training records and certifications for those personnel performing plan reviews, acceptance testing, or fire code enforcement inspections to the State Fire Marshal's Office.

The (Bosque Farms Fire Department) must also provide the State Fire Marshal's Office with copies of all fire code inspections, plan reviews, and acceptance testing records as regularly requested by the Fire Marshal's Office. The State Fire Marshal's Office will regularly audit these inspections, reviews, and records to ensure compliance with current Fire Codes 10.25.5.1-10.25.5.20 NMAC, Title 10, Public Safety and Law Enforcement, Chapter 25, Emergency Management, Part 5.

If at any time the (Bosque Farms Fire Department) is unable to fulfill its responsibilities as the authority having jurisdiction, it will notify the State Fire Marshal's Office in writing within 30 days.

RESPONSIBILITIES OF THE STATE FIRE MARSHAL'S OFFICE, DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT: The State Fire Marshal's Office retains all code enforcement and inspection responsibility for all other state buildings in the (Bosque Farms Fire Department) district.

THIS AGREEMENT BECOMES EFFECTIVE as of the date set forth below upon which it is executed by the Parties, shall have a term of five (5) years from the effective date, and can be extended by mutual agreement of the (**Bosque Farms Fire Department**) and the New Mexico State Fire Marshal's Office in writing.

Local Fire Chief or Fire Marshal:

Ashley Means
Printed Name of Local Fire Chief or Fire Marshal

Ashley Means
Signature

Date

State Fire Marshal or designee:

Printed Name of State Fire Marshal or designee:

Signature

Date

City/Local Entity:

Printed Name of Local Executive Official (e.g., Mayor):

Signature

Date

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

ASSISTANT CITY ATTORNEY

VALENCIA COUNTYWIDE FIRE DEPARTMENT MUTUAL AID AGREEMENT

And

Interagency Standard Operating Guidelines

SEPTEMBER, 2024

Valencia County Fire Chiefs Agreement-

VALENCIA COUNTY FIRE DEPARTMENT

VILLAGE OF LOS LUNAS FIRE DEPARTMENT

CITY OF BELEN FIRE DEPARTMENT

CITY OF RIO COMMUNITIES FIRE DEPARTMENT

TOWN OF PERALTA FIRE DEPARTMENT

VILLAGE OF BOSQUE FARMS FIRE DEPARTMENT

PUEBLO OF ISLETA FIRE DEPARTMENT

Valencia County Area Mutual Aid Agreement Index Page

Mutual Aid Agreement, dated September 2024

Appendix A -Participating Agency Signature Page

Appendix B -Mutual Aid Dispatch Procedures and Protocols

Section 1 -Mutual Aid Request Procedure

Section 2 -Mutual Aid Request Contact Information

Appendix C -Incident Command, Unified Command, Resource Management, and

Incident Communications

Section 1 -Command and Control

Section 2 -Incident Command System

Section 3 -Definitions

Section 4 -Agency Responsibilities

Section 5 -Communications Plan

Section 6 -Liaison Officer

MEMORANDUM OF UNDERSTANDING BETWEEN PARTICIPATING FIRE,
RESCUE, EMS, AND OTHER PUBLIC SAFETY AGENCIES FOR MUTUAL AID IN
PROVIDING FOR EMERGENCY MEDICAL SERVICES, FIRE SUPPRESSION,
TECHNICAL RESCUE, AND OTHER RELATED ACTIVITIES.

This Memorandum of Understanding (herein after "MOU") is entered into this _____
-:---:---:---> by and between participating agencies as listed in Appendix A
through their duly authorized appointed or elected officials to provide mutual assistance
for fire suppression, emergency medical services and related activities as described under
the terms of this agreement.

Whereas, participating agencies have a responsibility for providing for public safety to the
communities which they serve and desire to improve the nature and coordination of
emergency assistance to incidents that threaten life, property, and the environment within the
geographic boundaries within each agency's respective jurisdiction; and

Whereas, participating agencies have developed and maintained capabilities to accomplish
their respective responsibilities; and

Whereas, the County or City Managers, and Village or City
Mayor are authorized to enter into this agreement on behalf of their respective jurisdictions as
listed in Appendix A; and

Whereas, the services identified under this agreement will be provided by the participating
agencies as agents of their respective jurisdictions; and

Whereas, the Fire Chief, Director, or highest-ranking official from each agency
shall be responsible for administering and honoring the terms of this agreement; and

Whereas, the participating agencies recognize the benefits of and need for developing and maintaining a program of mutual aid; and

THEREFORE, THE PARTICIPATING AGENCIES HERETO DO MUTUALLY AGREE as follows:

1. Mutual Aid is subject to the availability of personnel and equipment; participating agencies will render mutual aid to another participating agency in emergency responses requiring the preservation of life and property. The services to be provided by participating agencies shall be limited to those resources which can reasonably be provided in each given situation. At no time shall any agency be required to provide service beyond a level that would impair the agency's ability to provide service to its home jurisdictional service area. Providing Mutual Aid is at the sole discretion of the respective Fire Chief, Director, or highest-ranking official or his/her designee.

a. Participating agencies agree to operate in the spirit of the National Incident Management System and utilize a recognized Incident Command System while operating at emergency incidents that is inclusive of an established chain-of-command, unity-of-command, and incident accountability.

b. Unified Command will be employed at incidents that encompass two or more jurisdictions or agencies as identified in Appendix C.

c. Mutual Aid, including wildland fire incidents, occurs within the first operational period of an emergency incident and shall not exceed 24 hours, after which the responding agency has the option to obtain reimbursement based on customary reimbursement schedules, through a separate cost agreement.

d. Participating agencies are responsible for ensuring that their emergency responders have and maintain minimum professional qualification standards as identified in Appendix H and have Personal Protective Equipment (PPE) per NFPA Standards that is appropriate for the type of incident response.

e. Participating agencies agree to provide additional training to their emergency responders on the terms of this agreement as it relates to interagency standard operating guidelines so that emergency responders have a clear understanding of their role and responsibilities.

f. For clarification purposes, Mutual Aid requests under this agreement are not subject to the terms found in the State of New Mexico Intrastate Mutual Aid System. Non-participating agencies shall request mutual aid through the State of New Mexico Intrastate Mutual Aid System.

2. Any dispatch of equipment and personnel in Mutual Aid pursuant to this agreement is subject to the following conditions:

a. A request for Mutual Aid shall be at the discretion of a Command Officer for a resource requests. The resource request shall include a statement that defines the amount and type of equipment and/or specialty personnel to be dispatched, and the customary dispatch information for that incident as identified in Appendix B.

b. An officer/supervisor from the responding agency shall report to the incident commander or designee of the requesting agency at a specific location or staging area. The responding agency shall be assigned within the incident command structure, provided with a briefing that includes an officer/supervisor's name and call sign, communications plan, current operational strategy, operational assignment with objectives, and informed of specific incident hazards.

c. The responding agency will adhere to the procedure relating to scene security and protection of evidence to maintain the chain-of-custody as identified in Appendix F.

d. Notwithstanding any provision to the contrary herein and upon notifying the assigned requesting agency supervisor, the responding agency supervisor may withdraw at any time he/she deems circumstances are such that his/her personnel or equipment may be subjected to unnecessary risks and danger, or when his/her personnel or equipment are asked to return to their own jurisdiction as may be required.

e. A responding agency shall be released by the requesting agency when the services of the responding agency are no longer needed or when the responding agency resource is needed in its home jurisdiction.

f. Upon release from the incident, the responding agency officer/supervisor will provide a verbal report to the assigned, requesting agency supervisor. Upon request by the requesting agency supervisor, the responding agency supervisor will document their role and actions during the incident and forward tills documentation to the requesting agency in a timely manner.

g. Participating agencies agree that mutual aid is reciprocal. While mutual aid does not ensure each jurisdiction will receive the exact amount of assistance as it provides, it does mean that the number of responses and in-kind services will be provided in a balanced, mutually beneficial manner, and that the level of service delivered will be comparable to the receiving agency's service.

3. Participating agencies shall not be entitled to any reimbursement or compensation for any part of the costs incurred by such party in furnishing Mutual Aid in emergency responses and in preserving life and property within the first operational period of an incident, except as negotiated by the parties for particular assignments, or courses in advance of the performance of such services, and which shall be submitted by addendum in accordance with paragraph 11. This does not include cost recovery, as allowed by law, available by either responding agency from a responsible third party, as long as the requesting agency is not billed for such services by the third party.

4. Participating agencies do hereby waive against each other all claims or compensation for any loss, damage, personal injury, or death, occurring in consequence of the performance of this agreement, unless due to the negligent acts by, or omissions of, the other agency.

5. Any service performed in accordance with this agreement by any officer, employee, or volunteer of either agency shall constitute service rendered in the line-of-duty in such office, employment, or volunteer service.

6. Participating agencies agree to use their best efforts to protect the other's equipment and personnel, furnished pursuant to this agreement, for the same during periods of civil disturbance. In the event such protection is deemed inadequate by participating agency Chief, ranking official, or designee, the responding agency may refuse to provide equipment or personnel until the situation is remedied, even though said equipment and personnel may have been previously committed.

7. If a dispute arises between participating agencies regarding the terms of this agreement, the dispute shall be addressed by each agency's ranking official or designee. The ranking official from the participating agency or designee is responsible for implementing and ensuring that the respective agency performs their obligations under the terms of this agreement in good

faith and for addressing any disputes between agencies. Disputes shall be made in writing to the other agency's ranking official or designee with enough detail to properly investigate the dispute. The ranking official or designee from each agency shall meet, as needed, to resolve disputes in a timely manner.

8. Participating agencies will be solely responsible for liability arising from personal injury or damage to persons or property occasioned by its employees or agents. The liability of each participating agency shall be subject in all cases to the immunities and limitations of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.

9. Participating agencies will not be considered employees of another agency for any purpose, including, but not limited to, worker's compensation, insurance, or any other benefits afforded to employees of the requesting agency. Personnel will not receive any compensation from the requesting agency for their participation under this Agreement. Participating agencies do not have any express or implied authority to assume or create an obligation responsibility on behalf of, or in the name of, another agency.

10. This Agreement supersedes all previous contracts between participating agencies regarding Mutual and Automatic Aid for fire suppression, Emergency Medical Services, technical rescue, and related public safety services and may not be amended except by a written instrument executed by the agencies.

11. Any request for service or other action not specifically covered under this Agreement must be by a written addendum negotiated by the agencies and signed by the respective elected or appointed officials, and the ranking official.

12. Nothing in this agreement shall limit the ability of any or all of the participating agencies from agreeing to participate in other contracts for service, other mutual aid or automatic aid agreements; nor shall this prohibit any agency from providing emergency assistance to another jurisdiction that is not a participant in this agreement.

13. Participating agencies and non-signatory agencies shall attend the County Fire Chief's Meetings whenever possible. The ranking official and/or principal designee from each agency will be the agency representatives of the group. The group shall meet regularly to discuss issues of mutual interest, concern, and to approve, reject, or amend Inter-Agency Standard Operating Guidelines.

14. The County Fire Chief's will facilitate the maintenance of this agreement with participating agencies and will coordinate the addition and removal of agency participants as recommended by the Chief's. The Chief's have the authority to add an agency that meets the requirements of the agreement and suspend or remove any non-complying agency that does not meet the requirements of this agreement.

15. This agreement is effective upon the date of the signing of the participating agency and shall continue in force for a period of five (5) years thereafter, unless a participating agency terminates its participation upon thirty (30) days written notice to the Valencia County Fire Chief's.

16. Participating Agencies will develop, agree upon in writing, and implement inter-agency standard operating guidelines in support of this Memorandum of Understanding. Inter-agency standard operating guidelines shall be reviewed and updated as needed. Inter-agency standard operating guidelines are labeled as appendices and are outlined below:

- a. Appendix A - Participating Agency Signature Page
- b. Appendix B - Mutual Aid Dispatch Procedures and Protocols
- c. Appendix C - Incident Command, Unified Command, Resource Management, and Incident Communications

17. Non-signatory agencies, such as Kirtland AFB Fire Department, are encouraged to participate in, and develop inter-agency standard operating guidelines.

18. This agreement shall not become effective or binding on any participating agency until approved in writing by the participating agencies' City or County Manager, Village or City Mayor, as appropriate. The written approval will be automatically incorporated into this agreement and each participating agency shall have a separate signature page.

19. Definitions-

a. "Mutual Aid" identifies how each agency will provide resources in emergency situations and how such resources are requested and controlled by either agency.

Mutual Aid occurs within the first operational period of an emergency incident and shall not exceed 24 hours, after which the responding agency has the option to obtain reimbursement based on customary reimbursement schedules.

b. "Automatic Aid" refers to assistance that will be dispatched automatically within the other agency's jurisdiction without a request, as agreed upon, and directed by each agency Fire Chief.

c. "Service" means fire suppression, emergency medical, technical rescue, and other public safety related services.

d. "Incident Command System" (ICS) is a widely applicable management system designed to enable effective, efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure. ICS is a fundamental form of management established in a standard format, with the purpose of enabling incident managers to identify the key concerns associated with the incident, often under urgent conditions.

e. "Chain of Command" refers to the orderly line of authority within the ranks of the incident management organization.

f. "Unity of Command" means that all individuals have a designated supervisor to whom they report at the scene of the incident. Incident managers at all levels must be able to direct the actions of all personnel under their supervision.

g. "Unified Command" is the command structure used at incidents involving multiple jurisdictions, a single jurisdiction with multiagency involvement, or multiple jurisdictions with multiagency involvement. Unified Command allows agencies with different legal, geographic, and functional authorities and responsibilities to work together effectively without affecting individual agency authority, responsibility, or accountability. Each individual participating in the emergency operation reports to only one supervisor, under an incident commander. The incident commander is designated by the jurisdiction where the incident occurred. In general, the operational guidelines of the agency primarily responsible for the jurisdiction where the incident occurred shall be used by the Incident Commander in the development of incident objectives.

h. "Incident Accountability" is the accountability of all resources at all jurisdictional levels and within individual functional areas during incident operations. Principles of Accountability include Resource Check-In/Check-Out, Incident Action Planning, Unity of Command, Personal Responsibility, Span-of-Control, and Resource Tracking.

VALENCIA COUNTY FIRE AGENCY MUTUAL AID AGREEMENT

Inter-Agency Standard Operating Guidelines

Mutual Aid Procedures and Protocols

Appendix B, Section 1, Mutual Aid Request Procedure

Page 1 of 2

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GENERAL:

The purpose of this section is to clearly define the process for which an agency requests resources from another. Resource request, deployment and demobilization procedures are detailed.

Mutual aid requests are subject to the availability of personnel and equipment; participating agencies will render mutual aid to another participating agency during emergency incidents requiring the preservation of life and property. The services to be provided by participating agencies shall be limited to those resources which can reasonably be provided in each given situation.

At no time shall any agency be required to provide services or resources beyond a level that would impair the agency's ability to provide service to its home jurisdiction. Providing resources and mutual aid is at the discretion of the respective Fire Chief or their designee.

PERFORMANCE:

Request for Resources and Deployment

Requests for resources shall be made from the requesting (Host) agency to the deploying (Guest) agency as outlined in Appendix B, Section 2, Mutual Aid Request Contact Information.

Appendix B, Section 2; Mutual Aid Request Contact Information shall be updated as needed and reviewed at least annually.

The following information shall be provided when making a request for mutual aid to another agency.

1. Incident Name/Command Designation
2. Requested number and type of resources or specialty personnel
3. Location of incident
4. Type of Incident
5. Incident particulars as appropriate
6. Resource reporting instructions
 - a. Location of Staging or Assigned Work Area
 - b. To whom they will report
 - c. Communications plan
7. Operating environmental conditions

This information will be passed on to the requesting and responding dispatch agencies via the agency's contact person.

VALENCIA COUNTY FIRE CHIEF'S
MUTUAL AID AGREEMENT

Inter-Agency Standard Operating Guidelines

Mutual Aid Procedures and Protocols

Appendix B, Section 1, Mutual Aid Request

Procedure Page 2 of 2

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If a resource is needed to extend past a single operational period, a request shall be made from the Host agency to the Guest agency in an appropriate amount of time. This request shall be taken as such and may be denied due to operational or logistical reasons of the Guest agency.

DEMOBILIZATION:

The demobilization of assigned resources and or request for resources to return to a home jurisdiction shall be made from one agency contact representative to another.

An agency that is recalling resources to its home jurisdiction shall not contact the resource directly to avoid errors in communications and incident accountability.

Demobilization of any resource should be facilitated with a 2:1 work-to-rest ratio rule.

It may be needed to rest a resource(s) for a certain period of time based on its work assignment before that resource leaves for its home jurisdiction. This decision will be made by the on-scene incident commander and relayed to the guest agencies' liaison officer. This is a very serious safety concern and should not be over looked or ignored.

Upon release from the incident, the responding or guest resource will provide a verbal status report to the assigned host agency supervisor. If needed, a request may be made for the guest resource supervisor to document their role and actions during the incident and forward this document to the requesting agency in a timely manner.

The requesting agency ranking officer or designee shall inform the responding agency ranking officer or designee of the time that the responding agency resources were released from the incident. Any other specific demobilization instructions should also be provided to the responding agency.

**VALENCIA COUNTY FIRE CHIEF'S
MUTUAL AID AGREEMENT**

Inter-Agency Standard Operating Guidelines

Mutual Aid Procedures and Protocols

Appendix B, Section 2, Mutual Aid Request

Contract Information

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Requests for resources shall be made from the requesting agency ranking officer (or their designee) to the deploying agency ranking officer (or their designee), as outlined below for each agency. This document shall be updated as needed and reviewed at least annually based the above publication date. The Mutual Aid request and approval process is as follows for each agency:

VALENCIA COUNTY FIRE DEPARTMENT

1. Mutual Aid requests should be routed through the Valencia County Regional Communications Center (VRECC) at (505) 865-9130 or over the VHF/700mhz Radio.
2. The On-Duty Battalion Commander will evaluate resource availability and confers with the Fire Chief for approval, if appropriate.

LOS LUNAS FIRE DEPARTMENT

1. Mutual Aid requests should be routed through the Valencia County Regional Communications Center (VRECC) at (505) 865-9130 or over the VHF/700mhz Radio.

2. The On-Duty Supervisor

BELEN FIRE DEPARTMENT

1. Mutual Aid requests should be routed through the Valencia County Regional Communications Center (VRECC) at (505) 865-9130 or over the VHF/700mhz Radio.

2. The On-Duty Supervisor

RIO COMMUNITIES FIRE DEPARTMENT

1. Mutual Aid requests should be routed through the Valencia County Regional Communications Center (VRECC) at (505) 865-9130 or over the VHF/700mhz Radio.

2. The On-Duty Supervisor

PERALTA FIRE DEPARTMENT

1. Mutual Aid requests should be routed through the Valencia County Regional Communications Center (VRECC) at (505) 865-9130 or over the VHF/700mhz Radio.

2. The On-Duty Supervisor

BOSQUE FARMS FIRE DEPARTMENT

1. Mutual Aid requests should be routed through the Valencia County Regional Communications Center (VRECC) at (505) 865-9130 or over the VHF/700mhz Radio.

2. The On-Duty Supervisor

PUEBLO OF ISLETA FIRE DEPARTMENT

1. Mutual Aid requests should be routed through the Valencia County Regional Communications Center (VRECC) at (505) 865-9130 or over the VHF/700mhz Radio.

2. The On-Duty Supervisor

**VALENCIA COUNTY FIRE CHIEF'S
MUTUAL AID AGREEMENT**

Inter-Agency Standard Operating Guidelines

**Incident Command Unified Command,
Resource Management, and Incident
Communications
Appendix C, Section 1, Command and Control
Page 1 of 1**

1

GENERAL:

To define Command and Control responsibilities and parameters for mutual-aid assistance. The following Standard Operating Guidelines are established to provide the Valencia County Fire Chief's with guidance during emergency and non-emergency operations. These SOGs should not preclude the use of pre-determined incident intelligence or past experience when dealing with unusual situations.

PERFORMANCE:

This document will serve to identify how each participating agency will provide assistance and resources to one another during emergency situations. Participating agencies will agree to follow these guidelines during mutual-aid assistance.

Command and Control will be accepted as the following:

The exercise of authority and direction by a properly designated Incident Commander over assigned resources in the accomplishment of an incident action plan.

The Command and Control functions are performed through an arrangement of personnel, resources, communications, facilities and procedures employed by an Incident Commander in

planning, directing and controlling assigned resources in operational assignments.

The following items will be addressed in this document:

- Incident Command System
- Definitions
- Agency Responsibilities
- Communication Plan
- Liaison Officer

VALENCIA COUNTY FIRE CHIEF'S
MUTUAL AID AGREEMENT

Inter-Agency Standard Operating Guidelines

Incident Command Unified Command,
Resource Management, and Incident
Communications
Appendix C, Section 2, Incident Command
System

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GENERAL:

In compliance with Homeland Security Presidential Directive (HSPD)-5, Management of Domestic Incidents, the Metro Chiefs Association has agreed to utilize the National Incident Management System (NIMS) and its Incident Command System (ICS) to effectively manage Fire, EMS,

Hazardous Materials (WMD), Technical Rescue, Man-made and Natural Disasters, and Multi-agencies incidents.

The ICS is used to facilitate the completion of the incident objectives. The Incident Commander is the person who drives the command system towards that goal. The Incident Commander is responsible for building a command structure that matches the organizational needs of the incident to achieve the completion of the objectives for the incident.

PERFORMANCE:

Functions of Command

1. Establish/Assume Command and establish an effective operating position.
2. Rapidly evaluate the situation - Size-up.
3. Initiate, maintain, and control the communications process.
4. Initial deployment management.
5. Identify the overall strategy, develop an incident management plan, and assign companies and personnel consistent with plans and standard operating guidelines.
6. Develop an effective Incident Command organization.
7. Review, evaluate, and revise (as needed) the Incident Action Plan.
8. Track resources, transfer, and or termination of Command.

Risk Management Plan

Consider the level of risk. The Incident Commander will choose the proper strategy to be used at the incident. The strategy can change with conditions or after certain benchmarks are obtained.

- We May Risk Our Lives A Lot to Protect Savable Lives
- We May Risk Our Lives A Little to Protect Savable Property
- We Will Not Risk Our Lives At All to Save What Is Already Lost

VALENCIA COUNTY FIRE CHIEF'S
MUTUAL AID AGREEMENT

Inter-Agency Standard Operating Guidelines

Incident Command Unified Command,
Resource Management, and Incident
Communications

Appendix C, Section 2, Incident Command
System

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Incident Objectives

The Incident Commander is responsible for the completion of the Incident Objectives. Incident Objectives are the broad items that need to be completed on an incident.

Incident Objectives (listed in order of priority) are:

1. Life Safety

- a. Remove endangered occupants and treat the injured.
- b. Provide for the safety, accountability, and welfare of personnel.

2. Incident Stabilization

- a. Prevent the incident from growing.

3. Property Conservation

- a. Salvage and Overhaul, Protect the Environment

4. Provide for short term services that stabilize and begin to normalize the customer's lives.

- a. Red Cross, relocation assistance

5. Provide for Responder Safety

- a. Assign an Incident Safety Officer;

- b. Establish incident/responder rehabilitation;
- c. Establish strong-visible Command;
- d. Establish incident accountability

Hazard Zones

Incident Commanders shall consider establishing Hazard Zones on all incidents. This will provide safety for responders and civilians, help identify PPE selection and establish personnel accountability for the incident.

The **HOT ZONE** is the area immediately around the incident or hazard and is usually an Immediately Dangerous to Life and Health (IDLH) atmosphere/condition or one that can become hazardous. All personnel entering this area must wear the appropriate level of PPE commensurate with the present hazards.

Examples: - Spill area around a hazardous materials incident

- Inside or on the roof of a structure during or after a working fire
- Area inside the inner circle at a MVA or car fire
- The water, or within 5 feet of the water, at a swift water rescue incident

VALENCIA COUNTY FIRE CHIEF'S

MUTUAL AID AGREEMENT

Inter-Agency Standard Operating Guidelines

**Incident Command Unified Command,
Resource Management, and Incident
Communications**

**Appendix C, Section 2, Incident Command
System**

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The WARM ZONE is outside the Hot Zone and personnel should be staged upwind and uphill from the Hot Zone. The Warm Zone will pose cross contamination and safety hazards. Personnel working in this area shall wear the appropriate level of PPE for the present hazards.

- Examples: - Decontamination corridor at a hazardous materials incident
- Established area outside a working structure where personnel are working
or in Level I staging
- Outer circle area at a MVA

Hot Zone Support, Rapid Intervention Team (RIT), and Decon personnel operate in WARM ZONE with appropriate Personal Protective Equipment (PPE). Decon lines are established in the WARM ZONE. This area must encompass all victims/responders awaiting decon and decon equipment. When an Entry Control Officer is assigned they shall be established at the entry to the Warm Zone. The COLD ZONE is outside the Warm Zone. No contaminated personnel or equipment should pass into the COLD ZONE. Incident Command, medical transportation, and Level II staging areas are located in the COLD ZONE. Personnel should keep protective gear at hand in case of wind shift or accidental contamination.

VALENCIA COUNTY FIRE CHIEF'S
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Inter-Agency Standard Operating Guidelines

Incident Command Unified Command,
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Appendix C, Section 3, Definitions

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Command & Control

The exercise of authority and direction by a properly designated incident commander over assigned resources in the accomplishment of an incident action plan.

The Command and Control functions are performed through an arrangement of personnel, resources, communications, facilities and procedures employed by an Incident Commander in planning, directing and controlling assigned resources in operational assignments.

Command

The authority an Incident Commander exercises over assigned resource by virtue of rank or assignment.

This authority includes the responsibility of effectively using assigned resources to achieve a developed incident action plan.

It is also the responsibility for the health, welfare, morale and discipline of assigned personnel.

Control

The process by which Incident Commanders plan and guide incident operations.

The control process occurs before and during incident operations. Control involves dynamic balances between commanders directing operations and allowing assigned resources freedom of action.

Mutual Aid

Mutual Aid occurs within the first operational period of an emergency incident and shall not exceed 24 hours. Requests for a resource to remain assigned for more than 24 hours may be made, however, the decision to remain assigned beyond 24 hours lays with the responding agency.

**VALENCIA COUNTY FIRE CHIEF'S
MUTUAL AID AGREEMENT**

Inter-Agency Standard Operating Guidelines

**Incident Command Unified Command,
Resource Management, and Incident
Communications**
Appendix C, Section 4, Agency Responsibilities
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GENERAL:

To establish responsibilities of the agency requesting resources during mutual aid incidents.

PERFORMANCE:

The responding agency/resources shall report to the staging area, incident commander or designee as provided in this document.

The Requesting Agency shall:

- 1. Place assigned resources within the Incident Command Structure.**
- 2. Provide an Incident Briefing to those resources.**
 - a. Supervisor's name and call sign**
 - b. Communication Plan**
 - c. Incident Action Plan**
 - i. Current Strategy**
 - ii. Operational Objectives**
 - iii. Resource Assignments**
 - iv. Work period**
 - d. Incident Hazards**
 - i. PPE requirements explained**

3. Include assigned resources to the personnel accountability system being utilized.

4. Explain emergency "change of strategy" procedures.

5. Explain responder distress "MAYDAY" communications.

During the operational period that a mutual aid resource(s) is assigned to another agency, the requesting or host agency shall provide food, water, shelter and other needed support to the guest resource.

The Host agency shall notify the New Mexico State Emergency Operations Center of an incident that will last over a 24-hour period.

The Responding Agency:

1. Shall adhere to the procedures relating to scene security and protecting evidence to maintain the chain-of-custody.

2. Supervisor may withdraw, via the chain-of-command, at any time they deem circumstances are such that his personnel or equipment may be subject to unnecessary risks and danger, or when his personnel or equipment are asked to perform an assignment outside their capabilities due to lack of training or ability.

**VALENCIA COUNTY FIRE CHIEF'S
MUTUAL AID AGREEMENT**

Inter-Agency Standard Operating Guidelines

**Incident Command, Unified Command,
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Communications**

Appendix C, Section 5, Communications Plan

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GENERAL:

****SEE DRAFT COMMUNICATIONS PLAN****



VALENCIA COUNTY FIRE DEPARTMENT OPERATIONS STANDARDS

Effective Date: DRAFT
Revised Date: 29 AUG 2024

Article #: DRAFT

RADIO COMMUNICATIONS
 POLICY GUIDELINE DIRECTIVE

A. Introduction:

Use of the New Mexico 700MHz digital trunked radio system (NM DTRS) and the Valencia County Fire Department (VCFD) VHF conventional radio system, to include simplex tactical frequencies licensed to VCFD, is a privilege not a right. No system user is guaranteed use of either system. Individuals with accessing the system are responsible to ensure respectful, efficient communications at all times. Specific responsibilities include:

- Ensure all traffic on both systems upholds all laws and regulations issued by the Federal Communications Commission.
- Maintain professional, courteous communication at all times.
- The use of profane, vulgar or disrespectful communication is prohibited at all times.
- Lost or stolen radios must be reported immediately. Reports of lost or stolen radios should include the radio ID number, serial number and last known time and location of use.
- When accessing the DTRS, key the mic and wait until you hear the "proceed" tone before speaking.
- Hold the microphone 2-3 inches from your mouth while speaking.
- When possible use "closed-loop" communication.

B. Callsigns:

The use of tactical callsigns enables the department to easily identify responding apparatus capability. Each unit will be assigned a callsign, typically with a number suffix identifying the station of origin. If there are multiple units of the same type at one station, they will be separated out with the secondary apparatus being identified as "1" or "2" if necessary. As an example, if two tenders were present at station 7, the primary would be identified as "Tender 7" and the secondary would be identified as "Tender 7-1" spoken as "seven one".

| | |
|--------|---|
| ENGINE | Fire suppression apparatus with a water pump, tank and equipment meeting NFPA 1900. |
| RESCUE | Fire department EMS apparatus with a patient compartment, gurney and equipment to treat and transport persons ill or injured. |
| MEDIC | VCFD EMS Specialist (paramedic) assigned to a single resource vehicle providing ALS support to on duty crews. Can be shortened to "MED x" |
| BRUSH | Fire department suppression apparatus designed to operate in remote or difficult to reach areas, primarily vegetation fires. Some may also be designated an engine. |
| TENDER | Fire suppression apparatus primarily responsible for delivery of large volumes of water to fires in areas void of hydrant coverage |
| SQUAD | Fire apparatus with a primary function of rescue/extrication, hazardous materials, EMS or fireground support. These units will not be capable of patient transport and may or may not have water tanks or fire pumps. |

| | |
|----------|--|
| LADDER | A fire suppression apparatus with a large, hydraulically manipulated ladder mounted to the rear or middle portion of the truck. Other terms such as "Tower" (typically with a bucket attached to the tip of the ladder) or "Truck" (sometimes used for ladders equipped with a water tank and pump) can be used instead of "Ladder". |
| MEDIC 8x | AMR ALS capable transport unit with a minimum of 1 paramedic on board. Valencia County AMR units will begin with an 8, followed by a sequential number. |
| STAR 8x | AMR ILS capable transport unit with a minimum of 1 EMT-Intermediate on board. Valencia County AMR units will begin with an 8, followed by a sequential number. |
| ODS | AMR Operations Duty Supervisor |

C. Prowords:

A proword is a word or phrase limited to radio telephone procedure used to facilitate communication by conveying information in a condensed standard form. Over the last several years there has been an increased focus on ensuring use of "clear text communications." Avoid using communication codes such as "10-codes." Instead, say what you mean. To assist this, there are several standard prowords that can ensure communication is brief and well understood. Many times different words can sound alike resulting in misunderstood communication. Using standard prowords lessens the risk of a message being misunderstood.

| | |
|----------------|---|
| ACKNOWLEDGED | Used to notify dispatch that you have received the call and will be responding. It is not necessary to tell dispatch "we will be responding shortly." |
| ENROUTE | Unit is responding to the incident. |
| ATL | Attempt(ing) to locate. Unit is in the area looking for the correct address. |
| STAGING | Unit has arrived in the area and is awaiting clearance by law enforcement. |
| ON SCENE | Unit has arrived at the incident location. |
| CLEARING SCENE | Unit is leaving scene. |
| CANCEL | Unit may cease response to the incident. |
| AVAILABLE | Unit is available for additional calls. |
| AFFIRMATIVE | Yes |
| NEGATIVE | No |
| ROGER | Message understood. |
| DISREGARD | Previous message was in error or is no longer relevant. |
| SAY AGAIN | Repeat your previous transmission. |
| CODE 1 | Responding without the use of lights or sirens. |
| CODE 3 | Responding with the use of lights and sirens. |
| DIRECT | |

*The term "blind call" refers to a transmission where you do not expect a response. Since we are requiring the use of "closed-loop communication" there should never be a transmission that does not require a response.

D. Operations:

VCFD Implementation of the NM DTRS includes the use of a dispatch "talkgroup" and several tactical talkgroups.

| Talkgroup | Purpose |
|------------------|---|
| CENTRAL | Dispatch/Main talkgroup |
| OPS 1 | VCFD tactical talkgroup, little to no mutual aid |
| OPS 2 | VCFD tactical talkgroup, little to no mutual aid |
| OPS 3 | VCFD tactical talkgroup, little to no mutual aid |
| OPS 4 | Internal tactical talkgroup, little to no mutual aid |
| OPS 5 | Internal tactical talkgroup, little to no mutual aid |
| RTAC 1 | Regional tactical talkgroup, moderate or heavy mutual aid |
| RTAC 2 | Regional tactical talkgroup, moderate or heavy mutual aid |
| RTAC 3 | Regional tactical talkgroup, moderate or heavy mutual aid |
| RTAC 4 | Regional tactical talkgroup, moderate or heavy mutual aid |
| RTAC 5 | Regional tactical talkgroup, moderate or heavy mutual aid |
| SECURE 1 | Secure talkgroup with ARK4/ADP, 64-bit encryption |
| SECURE 2 | Secure talkgroup with AES-256, 256-bit encryption |
| TRAINING 1 | Training use only |
| TRAINING 2 | Training use only |

The OPS tac channels are designed to be used on VCFD incidents with little or no mutual aid necessary. Examples include MVCs, vehicle fires, small outside fires etc. The RTAC tac channels are designed to be used on larger incidents requiring several agencies. Fire agencies inside Valencia County are encouraged to make the RTAC talkgroups available in all radios. Examples for the RTAC talkgroups include: structure fires, large outside fires and wildland fires. RTAC talkgroups are available for use by any fire agency within Valencia County and may be used for incidents in any jurisdiction.

Use of secure talkgroups should be reserved for situations involving sensitive information. Patient updates that require transmitting Protected Health Information (PHI) require the use of a secure talkgroup. It is extremely discouraged to discuss PHI over a landline or cell phone when use of a secure talkgroup is available.

When an incident occurs, responding units are encouraged to switch to the appropriate tac channel immediately upon going enroute to the event. For emergency or unplanned incidents, choose the first sequential talkgroup beginning at 1. For planned events, choose the last sequential talkgroup beginning at 5. If additional talkgroups are needed, select the next available talkgroup sequentially. The first due unit should begin coordination of units enroute and notify dispatch of the need for a tac channel. Dispatch should assign the tac channel and monitor that tac channel for the duration of the incident or until the IC notifies dispatch that monitoring is no longer needed.

When the NM DTRS is unavailable, either from system failure or lack of local coverage, operations should revert to VHF frequencies.

| | |
|------------|---|
| VC CAPILLA | Dispatch (currently patched to "CENTRAL") |
| VC TAC 1 | Simplex Tactical Channel |
| VC TAC 2 | Simplex Tactical Channel |

**Village of Bosque Farms RESOLUTION 1055-24
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW
MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the **Village of Bosque Farms** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$350,000** to be funded in proportional share by the parties hereto as follows:

| CN L300358 Project Funding | Department Share | Public Entity Share | Total Project Cost |
|--|---------------------|------------------------|-----------------------|
| Funding Source 1 | 75% | 25% | 100% |
| FY 2025 Local Government Road Fund | \$262,500 | \$87,500 | \$350,000 |
| Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management | | | |

WHEREAS, the **Village of Bosque Farms** shall pay all costs, which exceed the total project cost of **\$350,000**.

NOW THEREFORE, be it resolved in official session that **Village of Bosque Farms** determines, resolves, and orders as follows:

- a. The project for this Cooperative Agreement is adopted and has a priority standing.
- b. The Cooperative Agreement terminates on **12/31/2025** and the **Village of Bosque Farms** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.
- c. The agent of the **Village of Bosque Farms**, _____ (name or title), shall have signature authority to bind the **Village of Bosque Farms** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Bosque Farms** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Bosque Farms** to enter into Cooperative Agreement for Project Control Number **L300358** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2025** for **Winchester Dr - Pavement Rehabilitation/Improvements, Reconstruction, Full Construction, Drainage Improvements, Blading & Shaping, Traffic Signal Improvements, Parking Lot Improvements, Miscellaneous, Design, Right of Way Acquisition, Roadway Lighting, Construction Management** within the control of **Village of Bosque Farms** in the State of New Mexico.

(Chris Gillespie, Mayor)

DATE

(Michael Angelo Limon Clerk Administrator)

DATE

(Yvonne Maes, Treasurer)

DATE

RESOLUTION NO. 1056-24
A RESOLUTION FOR THE SALE OF SURPLUS VEHICLES

WHEREAS the Village of Bosque Farms Police Department has a surplus of Two (2) Police Units (2019 Chevrolet Tahoe; and 2016 Chevrolet Tahoe)

WHEREAS the Surplus Police Vehicles have outlived their respective life cycle as a safe vehicle for patrol; and

WHEREAS the Village of Bosque Farms Police Chief has requested that the proceeds from the sale of the vehicles be placed into the Bosque Farms Police Department Budget to replenish funds for safety equipment, vehicle equipment or other such needs for the department; and

NOW, THEREFORE, BE IT RESOLVED the Governing Body of the Village of Bosque Farms approves the sale of 1 2019 Chevrolet Tahoe with 75,770 miles with the Vin IGNLCDEC7KR293576 and 1 2016 Chevrolet Tahoe with 86,641 miles with the Vin IGNLCDEC4GR342837.

PASSED, ADOPTED AND APPROVED this 21st day of November 2024.

Chris Gillespie, Mayor

ATTEST:

Michael Angelo Limon, Clerk Administrator



Christopher Gillespie
Mayor

Village of Bosque Farms



Andrew Owen
Chief of Police

Sale of Surplus Police Vehicles

To: Michael Limon, Village Clerk Administrator, Village of Bosque Farms

Date: November 1, 2024

Mr. Limon,

This is the written proposal for the sale of surplus police vehicles that have outlived their respective life as a valued and safe vehicle to patrol the Village of Bosque Farms. The below listed vehicles are no longer safe for officers to use on patrol, thus, I am requesting for the vehicles to be sold at auction.

- | | | |
|---|--|-----------------------|
| 1 | 2019 Chevrolet Tahoe with 75,770 miles | VIN 1GNLCDEC7KR293576 |
| 2 | 2016 Chevrolet Tahoe with 86,641 miles | VIN 1GNLCDEC4GR342837 |

I further request that the proceeds from the sale of the vehicles be placed into the Bosque Farms Police Department budget to replenish funds for safety equipment, vehicle equipment or other such needs for the officers that serve the Village of Bosque Farms.

Andrew Owen
Chief of Police

CC: File

RESOLUTION NO. 1057-24
A RESOLUTION FOR DESTRCTUION OF PUBLIC RECORDS

WHEREAS the Village of Bosque Farms adopted the New Mexico Municipal Records Retention Schedule at a regularly scheduled meeting; and

WHEREAS the Village Clerk Administrator has requested each department submit a list of documents eligible for destruction per guidelines of the adopted Records Retention Schedule submitted as Attachment F.

NOW, THEREFORE, BE IT RESOLVED the Governing Body directs the Village Clerk to oversee the destruction of documents listed in attachment F by shredding, a copy of the certificate of destruction to be kept as a permanent record of the Village.

PASSED, ADOPTED AND APPROVED this 21st day of November 2024.

Chris Gillespie, Mayor

ATTEST:

Michael Angelo Limon, Clerk Administrator

**CERTIFICATE OF DESTRUCTION
DESTROY JULY 2024**

| SUBJECT | RETENTION PERIOD | DESTROY DATE |
|---------|------------------|--------------|
|---------|------------------|--------------|

BOX 1

| | | |
|---|---------|-----------|
| BANK STATEMENTS, POSITIVE PAY LEAVE ACCRUAL, JULY 2020-JUNE 2021 | 3 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 2

| | | |
|--|---------|-----------|
| QUARTERLY REPORTS 2019-2020, W-2'S, 1099'S, POSITIVE PAY, VOIDED CHECKS, REFUNDS 07/01/19 – 06/30/20 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 3

| | | |
|--|---------|-----------|
| CASH COLLECTIONS JULY 2020 – JANUARY 2021 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 4

| | | |
|---|---------|-----------|
| MUNICIPAL COURT RECEIPTS, DAILY REPORTS, XPRESS BILL PAY, BANK DEPOSIT SLIPS | 3 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 5

| | | |
|---|---------|-----------|
| ACCOUNTS PAYABLE REGISTER, PURCHASE REQUISITION REG., PURCHASE ORDER RECEIPTS REG 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 6

| | | |
|--|---------|-----------|
| ACCOOUNTS PAYABLE FILES R-Z 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 7

| | | |
|---|---------|-----------|
| PAYROLL REPORTS DEC 2017 – JUNE 2018 QUARTERLY REPORTS, W-2'S, 1099'S YEAR 2013-2014, 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 8

| | | |
|--|---------|-----------|
| CASH COLLECTIONS FEBRUARY 2021 – JUNE 2021 PAYROLL RECORDS MAY 2021 – JUNE 2021 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 9

| | | |
|--|----------------|------------------|
| ACCOUNTS PAYABLE FILES A-B 07/01/20 – 06/30/21 | 3 YEARS | JULY 2024 |
|--|----------------|------------------|

BOX 10

| | | |
|---|----------------|------------------|
| MONTHLY FINANCIAL REPORTS 07/01/20 – 06/30/21 | 3 YEARS | JULY 2024 |
|---|----------------|------------------|

BOX 11

| | | |
|---|----------------|------------------|
| ACCOUNTS PAYABLE FILES, BENEFIT VENDORS A-N, AACOUNTS RECEIVABLES JULY 2020-JUNE 2021 | 3 YEARS | JULY 2024 |
|---|----------------|------------------|

BOX 12

| | | |
|--|----------------|------------------|
| PAYROLL RECORDS JULY 2020 – APRIL 2021 | 3 YEARS | JULY 2024 |
|--|----------------|------------------|

BOX 13

| | | |
|---|--------------------|------------------|
| ANIMAL TRAP CONTRACTS, FRONT OFFICE RADIO LOGS, MAINTENANCE SVC ORDERS, WATER & SEWER SVC ORDERS, CASH DRAWER RECONCILIATION, PUBLIC RECORDS REQUEST, SEWER DEPT LETTERS, WATER DEPT LETTERS, RETURNED CHECKS, UTILITY BILLING CHANGES, AC DISPOSAL, NEW RESIDENT FORMS, WATER & SEWER AUDIT (IN HOUSE) AC DISPOSAL NEW CUST REPORTS, XPRESS BILL PAY RECONCILIATION REPORTS, SAFETY COUNSELLING ANNUAL TRAINING, SAMBA FLEETWATCH, RELEASE OF UTILITY CLAIM OF LIEN, METER CHANGES SVC ORDERS, OCCUPANT CHANGE SVC ORDERS, HIGH CONSUMPTION LETTERS, 2018 PHONE MESSAGE BOOK 7/2020 – 6/2021 | 1 - 3 YEARS | JULY 2024 |
|---|--------------------|------------------|

BOX 14

| | | |
|--|----------------|------------------|
| EMPLOYEE PAY STUBS, PAYROLL REPORTS 07/01/2017 – 11/30/2017 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|--|----------------|------------------|

BOX 15

| | | |
|--|----------------|------------------|
| PAYROLL REPORTS, TIME SHEETS, EMPLOYEE PAY STUBS 7/1/20 – 6/30/2021 | 3 YEARS | JULY 2024 |
|--|----------------|------------------|

BOX 16

| | | |
|--|---------|-----------|
| ACCOUNTS PAYABLE FILES A – H1 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 17

| | | |
|---|---------|-----------|
| ACCOUNTS PAYABLE FILES H2 – Q 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 18

| | | |
|---|---------|-----------|
| PAYROLL, ACCOUNTS PAYABLE FILES, BENEFIT VENDORS | 3 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 19

| | | |
|--|---------|-----------|
| BILLING ADJUSTMENTS 7/2020 – 6/2021 CASH COLLECTIONS REPORT 7/2020 – 2/2021 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 20

| | | |
|--|---------|-----------|
| MEDICAL FILES, LEAVE FILES, EVALUATION FILES 2024 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 21

| | | |
|---|---------|-----------|
| JOURNAL ENTRY REGISTERS, SPRESS BILL PAY 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 22

| | | |
|-------------------------------------|---------|-----------|
| WATER PAYMENT CARDS 7/2020 – 6/2021 | 3 YEARS | JULY 2024 |
|-------------------------------------|---------|-----------|

BOX 23

| | | |
|--|---------|-----------|
| UTILITY BILLING REPORTS 3/2021 – 6/2021 CASH COLLECTION REPORTS 3/2021 – 6/2021 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 24

| | | |
|---|---------|-----------|
| ACCOUNTS PAYABLE FILES M-S 07/01/20 – 06/30/21 | 3 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 25

| | | |
|---|---------|-----------|
| BANK STATEMENTS, ACCOUNT RECEIVABLES, DEPOSIT SLIPS 07/01/17 – 06/30/18 | 6 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 26

| | | |
|---|---------|-----------|
| WATER & SEWER BOX 1 UTILITY BILLING REPORTS JULY 2020 – FEBRUARY 2021 | 3 YEARS | JULY 2024 |
|---|---------|-----------|

BOX 27

| | | |
|--|---------|-----------|
| ACCOUNTS PAYABLE FILES C - L 07/01/20 – 06/30/21 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 28

| | | |
|--|---------|-----------|
| ACCOUNTS PAYABLE FILES T-Z BENEFIT VENDORS O-Z 07/01/20 – 06/30/21 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

BOX 29

| | | |
|---|---------|-----------|
| ACCOUNTS PAYABLE REGISTER, PURCHASE REQUISITION REG, PURCHASE ORDER RECEIPTS, JOURNAL ENTRY JULY 2020 – JUNE 2021 07/01/20 – 06/30/21 | 3 YEARS | JULY 2024 |
|---|---------|-----------|

POLICE DEPARTMENT

| | | |
|---|---------|-----------|
| MVD DOCUMENTS 01/01/2022 – 12/31/2022 SCANNED INTO CASE FILE ON P-ONE RECORDS REQUESTS 06/01/2019 – 12/31/2019 RECORDS REQUESTS 01/01/2020 – 12/31/2020 BACKGROUNDS 06/01/2019 – 12/31/2019 BACKGROUNDS 01/01/2020 – 12/31/2020 RECEIPT BOOK 12/30/2019 – 01/29/2024 CITATION LOG 07/20/2021 – 12/28/2019 CITATION LOG 12/01/2018 – 02/12/2020 CITATIONS 06/01/2021 – 08/31/2021 WARNINGS, VOIDS, PINK COPIES | 3 YEARS | JULY 2024 |
|---|---------|-----------|

COURT BOX 1

| | | |
|-----------|---------|-----------|
| OLD CASES | 3 YEARS | JULY 2024 |
|-----------|---------|-----------|

COURT BOX 2

| | | |
|--------------------------------------|---------|-----------|
| DEPOSIT TICKETS, RECEIPT BOOKS, MISC | 3 YEARS | JULY 2024 |
|--------------------------------------|---------|-----------|

COURT BOX 3

| | | |
|---|---------|-----------|
| OLD CASES FY 2021, CASH BALANCE REPORTS | 3 YEARS | JULY 2024 |
|---|---------|-----------|

COURT BOX 4

| | | |
|---------------------------|---------|-----------|
| RECEIPT BOOKS 2002 - 2005 | 3 YEARS | JULY 2024 |
| | | |

COURT BOX 5

| | | |
|-----------------------------|---------|-----------|
| CITATION COPIES 2018 - 2021 | 3 YEARS | JULY 2024 |
|-----------------------------|---------|-----------|

COURT BOX 6

| | | |
|-----------------------------|---------|-----------|
| CITATION COPIES 1997 - 2019 | 3 YEARS | JULY 2024 |
|-----------------------------|---------|-----------|

COURT BOX 7

| | | |
|--|---------|-----------|
| SV FILES 1999 - 2000 PD RECEIPT BOOK 1981 - 1989 | 3 YEARS | JULY 2024 |
|--|---------|-----------|

COMMUNITY CENTER BOX 1

COMMUNITY CENTER BOX 1

| | | |
|---|----------------|------------------|
| RENTAL APPLICATIONS 06-2018 – 06-2021 FUNDS RECEIVED FORMS 07-2017 – 03-2020 VCOAP MONTHLY REPORT PACKETS 07-2020 – 06-2021, VCOAP NUTRITION EDUCATION SIGNATURE SHEETS 2017-2019 EID INSPECTION REPORTS 2013-2019 AUTO-CHLOR INVOICES 2011-2016 VCOAP TRAINING DOCUMENTS 2017-2018 RSVP MONTHLY REPORT – GOUP TIME SHEETS JULY 2019-JUNE2021, SCEP APPLICATION 01-02- 2020 SEP TIME SHEETS & PAPERWORK 2015-02/2019 | 3 YEARS | JULY 2024 |
|---|----------------|------------------|

I, Michael Limon, Municipal Clerk of the Village of Bosque Farms, certify that the above listed public records **which includes thirty-eight (38) boxes** were authorized for destruction by method of shredder after the date of September 19, 2024, pursuant to state statute (3-8-71, NMSA 1978) and the following General Records Retention and Disposition Schedules (GRRDS) as provided by the State Records Center and adopted by the Village of Bosque Farms:

- 1.15.3 NMAC General Administrative Records
- 1.15.5 NMAC General Financial Schedule
- 1.15.7 NMAC General Personnel Records
- 1.15.8 NMAC General Medical Records
- 1.19.8 NMAC New Mexico Municipalities
- SRC Rule 92-01 NM Municipal Courts

Michael Limon, Clerk/Administrator

RESOLUTION NO. 1058-24
A RESOLUTION AMENDING THE 2024-2025 VILLAGE BUDGET

207-VRECC

WHEREAS the Village of Bosque Farms operates as the Fiscal Agent for Valencia Regional Emergency Communications Center; and

WHEREAS the Village of Bosque Farms maintains and tracks all adjustments for operations for Valencia Regional Emergency Communications Center; and

WHEREAS the Village of Bosque Farms approves the following required adjustments so that Valencia Regional Emergency Communications Center can reimburse the Village of Los Lunas for equipment to outfit it's department; and

WHEREAS the Village of Bosque Farms approves the following required adjustments so that Valencia Regional Emergency Communications Center can purchase prepared 911 Communications service software.

Line-Item Transfers:

**Account Number: 207-00-44042 Account Title: Computer Maintenance and Repair
From: \$322,225 To: \$381,025 Change Increase: \$58,000**

Total (Decrease) in VRECC Fund Balance: (\$58,000)

Account Number: 207-00-48020 Account Title: C.O. – Equipment

From: \$82,775 To: \$434,928 Change Increase: 352,153

Total (Decrease) in VRECC Fund Balance: (\$ 352,153)

NOW, THEREFORE, BE IT RESOLVED the Village of Bosque Farms Governing body respectfully requests the Department of Finance & Administration, Local Government Division to approve these budget adjustments.

PASSED, ADOPTED AND APPROVED this 21st day of November 2024

Chris Gillespie, Mayor

ATTEST:

Michael Angelo Limon, Clerk Administrator

VALENCIA REGIONAL EMERGENCY COMMUNICATIONS CENTER

Resolution No. 2024-09

A Resolution to Adjust the Fiscal Year 2025 Budget

The Valencia Regional Emergency Communications Center 911 Board is informed that:

WHEREAS the Valencia Regional Emergency Communications Center 911 voted unanimously on October 26, 2023 to reimburse the Village of Los Lunas for the equipment to outfit VRECC for the State of New Mexico's 700-radio equipment;

WHEREAS, the Valencia Regional Emergency Communications Center received \$352,153 in equipment from the Village of Los Lunas;

WHEREAS, the Valencia Regional Emergency Communications Center 911 Board has identified the need to use reserve funds to reimburse the Village of Los Lunas;

WHEREAS, that The Valencia Regional Emergency Communications Center 911 Board approves the increase of the budget for the fiscal year 2025 by \$352,153 to reimburse the Village of Los Lunas for the equipment to outfit VRECC for the State of New Mexico's 700-radio equipment;

WHEREAS, this resolution amends resolution number 2023-10;

WHEREAS, the following line item requires budget adjustment:

Expenditures

| <u>Account Number</u> | <u>Account Title</u> | <u>From</u> | <u>To</u> | <u>Change Increase (Decrease)</u> |
|--|----------------------|-------------|------------|-----------------------------------|
| 207-00-48020 | C.O. – Equipment | \$ 82,775 | \$ 434,928 | \$ 352,153 |
| Total Increase (Decrease) in Expenditures | | | | <u>\$ 352,153</u> |
| Total Increase (Decrease) in Valencia Regional Emergency Communications Center Fund Balance | | | | <u>(\$ 352,153)</u> |

NOW, THEREFORE, BE IT RESOLVED that the Valencia Regional Emergency Communications Center 911 Board respectfully requests the Department of Finance and Administration, Local Government Division to approve this budget adjustment.

Passed, Approved, Signed, and Adopted this 14th day of November, 2024.

APPROVED:

ATTEST:

Andrew M. Owen
Andrew M. Owen (11-17-24) (1231)-1

Tommy Sanchez
Tommy Sanchez (11-17-24) (1231)-1

Andrew Owen, 911 Board Chair

Tommy Sanchez, District Director

VALENCIA REGIONAL EMERGENCY COMMUNICATIONS CENTER

Resolution No. 2024-10

A Resolution to Adjust the Fiscal Year 2025 Budget

The Valencia Regional Emergency Communications Center 911 Board is informed that:

WHEREAS, the Valencia Regional Emergency Communications Center has identified the need to use additional funds to purchase *Prepared911* Communications Service, and;

WHEREAS, the Valencia Regional Emergency Communications Center is receiving a reduced price for *Prepared 911* Communications Service by signing a three-year service agreement, and;

WHEREAS, the Valencia Regional Emergency Communications Center 911 Board has identified the need to use reserve funds to purchase *Prepared911* Communications Service, and;

WHEREAS, that The Valencia Regional Emergency Communications Center 911 Board approves the increase of the budget for the fiscal year 2025 by \$58,800 to purchase *Prepared 911* Communications Service, and;

WHEREAS, the following line item requires budget adjustment:

Expenditures

| Account Number | Account Title | From | To | Change Increase (Decrease) |
|----------------|---------------------------------|------------|------------|----------------------------|
| 207-00-44042 | Computer Maintenance and Repair | \$ 322,225 | \$ 381,025 | \$ 58,800 |

Total Increase (Decrease) in Expenditures \$ 58,800

Total Increase (Decrease) in Valencia Regional Emergency Communications Center Fund Balance (\$ 58,800)

NOW, THEREFORE, BE IT RESOLVED that the Valencia Regional Emergency Communications Center 911 Board respectfully requests the Department of Finance and Administration, Local Government Division to approve this budget adjustment.

Passed, Approved, Signed, and Adopted this 14th day of November, 2024.

APPROVED:

ATTEST:

Andrew M. Owen
Andrew Owen, 911 Board Chair

Tommy Sanchez
Tommy Sanchez, District Director

Village of Bosque Farms
Po box 660
Peralta, NM 87042



505-252-7222
pzadmin@bosquefarmsnm.gov

VILLAGE OF BOSQUE FARMS BUSINESS LICENSE APPLICATION

INITIAL APPLICATION

Applications must include copies of your state of New Mexico taxation and revenue department registration certificate and any state licenses issued for your business. Incomplete applications will not be processed.

BUSINESS NAME AND INFORMATION

Business Name Worldkitty Ink (dba)
Business location 2280 Bosque Farms Blvd
Mailing Address (if different from above) 14 Katie Lane Los Lunas NM 87031
Business phone 505 3778501 Business email kate-jaramillo@yahoo.com
NM State Tax ID# (required) 576276888 Board/License # _____
GRT-03396143002
Business Start Date (Start Date in Bosque Farms) 8/16/2024

OWNER INFORMATION

Business Owner (s) Katherine Jaramillo
Address 14 Katie Lane City Los Lunas State NM Zip 87031
Email Address kate-jaramillo@yahoo.com Phone 505.3778501
Proprietorship/ Sole Ownership Corporation LLC
Partnership Not for Profit Other

APPLICANT INFORMATION (IF DIFFERENT FROM OWNER)

Applicant (s) _____ Phone _____
Address _____ City _____ State _____ Zip _____

BUSINESS ACTIVITIES

DESCRIPTION OF SERVICES PROVIDED Private art studio & Decor
Is this activity new for this location? Yes No If yes what the previous use? Beton MM & Clayton Gf
Will there be any reconstruction or improvements made to the building Yes No

Are there any existing signs on the premises of your building? Yes No
Do you intend to repair any existing signs or install any new ones? Yes No

For cashiers use only

Village of Bosque Farms
Po box 660
Peralta, NM 87042



505-252-7222
pzadmin@bosquefarmsnm.gov

VILLAGE OF BOSQUE FARMS BUSINESS LICENSE APPLICATION

- Business activities continued

Are there any vending machines in your establishment? Yes No

Please Note: You are required to have registration sticker on each vending machine.

Will your business be run out of your home? Yes No

If yes, you will need to complete a Home Occupation Registration Application in addition to this application and may need to go before the Commission prior to approval.

SIGNATURES (S) OF AUTHORIZED APPLICANTS (S)

I understand that my signature below indicates that all information contained on this application is true and complete.

Printed Name

Signature

Date

THE FOLLOWING ITEMS MUST BE SUBMITTED

COMPLETE BUSINESS REGISTRATION APPLICATION

NM CRS CERTIFICATE

FIRE OCCUPANCY PERMIT (if required)

HOME OCCUPATION APPLICATION (if applicable)

NM STATE LICENSE (if applicable)

ESTABLISHMENT LICENSE (if applicable)

FOOD ESTABLISHMENT PERMIT (if applicable)

** OFFICE USE ONLY **

PERMIT #: _____ RECEIVED DATE: _____ APPLICATION FEE: _____

ZONE: _____

APPROVAL/DISAPPROVAL BY: _____

SIGNATURE: _____

BUSINESS REGISTRATION FEE: _____ \$ 35.00

LATE FEE: _____ (AFTER MARCH 16) \$ _____

TOTAL FEE \$ _____



STATE OF NEW MEXICO
MAGGIE TOULOUSE OLIVER
SECRETARY OF STATE

Certificate of Organization

OF
Wyckdkitty Ink llc
6990690
New Mexico

The Office of the Secretary of State certifies that the Articles of Organization, duly signed and verified pursuant to the provisions of the

Limited Liability Company Act

53-19-1 to 53-19-74 NMSA 1978

have been received and are found to conform to law. Accordingly, by virtue of the authority vested in it by law, the Office of the Secretary of State issues this Certificate of Organization and attaches hereto a duplicate of the Articles of Organization.

Dated: **October 19, 2022**

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the City of Santa Fe, and the seal of said office to be affixed hereto.



Maggie Toulouse Oliver

Maggie Toulouse Oliver
Secretary of State

VILLAGE OF BOSQUE FARMS

Post Office Box 660
Peralta, NM 87042

1455 West Bosque Loop
Bosque Farms, NM 87068

Phone: (505) 869-2358
Fax: (505) 869-3342
Email: clerkadmin@bosquefarmsnm.gov



Sharon Eastman, Chairwoman

Commission:
Dan Garrison
Michael Baber
Kevin Schaus
Joe Hale

Narrative report regarding investigation performed on Property 1680 Carpenter

Variance summary:

- Request for setback is 4 Feet to the North Property Line
- Request for setback 4 feet to the East Property Line (Rear)

Staff Recommendation:

- Recommendation for approval of Setbacks to North and East Property line with a Fee of \$250 dollars due to construction without prior approval and the final \$35 dollars for permit application.

Ordinances related to Summary Report:

- **10-1-5 General regulations Section C**

Building and structure height. No building or structure shall exceed 26 feet in height from the base flood elevation plus six inches of freeboard. This height limitation shall not apply to silos, water tanks, wind generators, antennas, solar collectors, flagpoles, and other such accessory objects, excluding signs.

10-1-5 General Regulations Section D.

Building and structure setback. All buildings and structures shall be placed on a lot in accordance with the following setback requirements:

There shall be a front setback of 30 feet and a side setback of 10 feet on all lots.

There shall be a rear setback of 10 feet on all lots with the exception as noted below in Subsection D (4).

An accessory building shall not be placed within any front setback area.

An accessory building shall not be placed within any side or rear setback area except when the lot line borders a vehicle-accessible irrigation ditch, roadway or utility easement, in which case the accessory building may be placed on the lot line.

“PRESERVING RURAL AMERICA”

Walls, fences and signs are exempt from all setback regulations, provided they are not placed within seven feet of Bosque Farms Boulevard (NMSH 47) and they do not obstruct the required vision clearance at all roadway access points, as per Subsection O of this § 10-1-5.

The following narrative report shall summarize a list of events regarding the property 1680 Carpenter and share details of the structure's measurements, request for Variance and data tracked by staff.

On June 6th, 2024, Clerk Administrator Michael Angelo Limon received an email from Rex Foutz (*Mr. Foutz owns the property is located on 1655 Carpenter*) stating his concern of a structure and newly established fence on his neighbor's property. (*See Attachment Listed Communication with Foutz 6-26 / 10-3*) In communication with Mr. Foutz his frustration with the structure was the following (*in no order or priority*):

- In his communication with the Previous Zoning Administrator no permit had been filed for Construction of the structure.
- The structure does not follow setbacks listed in Village Ordinances.
- Concerns over drainage and how flow of water would now affect his property.
- Concerns over color of structure and how property values would be affected by new structures.
- Timelapse from when his first concerns were reported till current date of how the property is being handled.

At the beginning of August, the owner of the property of 1680 Carpenter was identified by staff as Julie Pluemer. Clerk Administrator Limon contacted Ms. Pluemer and advised if she was aware of any non-compliance structures built on the property. Ms. Pluemer informed the Clerk Administrator that she is currently leasing the property with the intent to sell to Mr. Beau Gantt. Ms. Pluemer advised that if any structures were built Mr. Gantt would be the best point of contact for bringing the property into compliance. At the time that Ms. Pluemer shared the contact information of Mr. Gantt she informed staff of her conversations with the neighbor Mr. Foutz. She stated that she has undergone harassment and constant calls regarding complaints of her tenant however found them to be unbiased, but she would like to share this information as she feels her tenant is being targeted.

On August 21st the Clerk Administrator was able to contact Mr. Gantt and schedule a property visit for August 28th. Mr. Gantt advised the Clerk Administrator that he did have a barnlike structure, and a fence built with the guidance of the previous Planning & Zoning Administrator Mike Montoya however at the time of requesting permits for his fence and structure there was a vacancy in the office, and Mr. Montoya was no longer with the Village.

The first inspection of the Property was performed solely by the Clerk Administrator Michael Angelo Limon. During the inspection the Clerk Administrator paced the following measurements of the barn like structure:

1. 10 Feet to the North Property line
2. 7 Feet to the East Property line (Rear)
3. 60 feet to the South Property line
4. 230 from the West property line (Front)

The Clerk Administrator performed the measurements via pacing (normal walking steps) During the inspection Mr. Gantt shared his frustrations with his neighbor and felt like he needed to add the fence do to (Mr. Foutz) constantly overlooking his yard and surveying his property. At this time, it was the intent to permit the structure by the Clerk Administrator. However, Mr. Foutz contacted Village Staff and requested a measurement of the structure as he believed the measurements provided to be inaccurate.

Due to conflicts of scheduling between the property owner and the Clerk Administrator the second site visit did not occur until September 16th. For this site visit the Clerk Administrator did Code Enforcement and the Mayor attended and performed the measurements with tools. The measurements found by Code enforcement for the barn like structure are:

1. 6 Feet / 11 inches to the North Property line
2. 6 feet to the East Property Line (Rear)
3. 60 Feet to the South Property Line
4. 230 from the West Property line (Front)

In discussion with applicant Beau Gantt while on site he questioned what he could do to keep the structure as is, he shared his frustration with the inaccuracies of the first measurements taken by the Clerk Administrator and that the previous Zoning Administrator had informed him he could have his structure closer to his property lines due to utility easements that are to the rear of his property. Mr. Gantt went further to explain that the structure he has built would cost a damaging amount to be pulled and moved, if possible, at this time as of September 16th the applicant requested a variance. The Clerk Administrator informed the applicant he would need approval from the Property owner Ms. Pluemer prior to his application however the Clerk Administrator would reach out to her and request a written approval then as the meeting date approached Mr. Gantt could fill out a Variance application form. Ms. Pluemer authorized Mr. Gantt to seek variance via email on September 29th. Village staff posted the notice of the Public Hearing on October 3rd on the Village Website and it's six posting locations, The applicant posted notice on his property as of October 20th, 2024. This will conclude the Village Staff's investigation, any further questions for staff shall be addressed during a Public Hearing on November 4th / November 21st.

Sincerely,

Michael Angelo Limon
Clerk Administrator
Village of Bosque Farms

“PRESERVING RURAL AMERICA”

“PRESERVING RURAL AMERICA”

**RESOLUTION APPROVING 2025 HOLIDAY SCHEDULE
VILLAGE OF BOSQUE FARMS
RESOLUTION NO. 1059-24**

WHEREAS, the Village of Bosque Farms recognizes the need to observe legal holidays throughout the calendar year; and

WHEREAS, the Village of Bosque Farms recognizes the need to adopt a holiday schedule to be observed by the employees of the Village of Bosque Farms for the Calendar year 2025

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS, NEW MEXICO, that the Village of Bosque Farms hereby approves and adopts the following holiday schedule for the calendar year 2025:

| | |
|--|-----------------------------|
| Wednesday, January 1 st | New Year's Day |
| Monday, January 20 th | Martain Luther King Jr. Day |
| Monday February 17 th | President's Day |
| Friday April 18 th | Good Friday |
| Thursday, June 19 th | Juneteenth |
| Friday July 4 th | Independence Day |
| Monday September 1 st | Labor Day |
| Monday October 13 th | Indigenous People's Day |
| Tuesday November 11 th | Veteran's Day |
| Thursday & Friday November 27 th & 28 th | Thanksgiving Day |
| Thursday & Friday December 25 th & 26 th | Christmas Day |

PASSED, ADOPTED, AND APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS THIS 21ST DAY OF NOVEMBER 2024.

(SEAL)

Chris Gillespie, Mayor

ATTEST:

Michael Angelo Limon, Clerk/Administrator