# 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

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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, AUGUST 21<sup>ST</sup>, 2025 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 APPOINTMENT OF AN INTERM CLERK ADMINISTRATOR
- 4. APPROVAL OF THE AGENDA
- 5. PRESENTATION: RECOGNITION OF SERVICE OF CHIEF OWEN
- 6. <u>PUBLIC COMMENT FOR NON-AGENDA ITEMS</u> (Comments are limited to 1 ½ Minutes, time cannot be distributed to peers in attendance)
- 7. DEPARTMENTAL REPORTS
- 8. MAYOR & COUNCIL REPORTS
- 9. COUNCIL TO REVIEW AND TAKE ACTION ON TREASURER'S REPORT
- 10. <u>COUNCIL TO REVIEW & TAKE ACTION PREVIOUS MINUTES</u>
  Attachment A- 07-24-25 Regular Meeting Minutes-DRAFT.pdf
- 11. <u>COUNCIL TO REVIEW AND TAKE ACTION ON APPOINTMENT OF</u> INTERIM CLERK/ADMINISTRATOR
- 12. <u>COUNCIL TO REVIEW AND TAKE ACTION ON WATER RIGHTS AGREEMENT WITH JANET MILLER.</u>

Attachment B- Water Rights Agreement Janet Miller FY29 end.pdf

# 13. <u>COUNCIL TO REVIEW AND TAKE ACTION ON CONTRACT PROPOSED BY</u> UNIVERSAL WASTE SERVICES

Attachment C - UWS Agreement.pdf

# 14. <u>COUNCIL TO REVIEW AND TAKE ACTION ON ROBERT PIERSON PLANNING AND ZONING CONTRACT</u>

Attachment D - Pierson Agreement.pdf

# 15. <u>COUNCIL TO REVIEW AND TAKE ACTION ON IGA TO PROVIDE GIS ADDRESSING AND GIS E-911 SERVICES BETWEEN THE COUNTY OF VALENCIA AND THE VILLAGE OF BOSQUE FARMS</u>

Attachment E – Valencia County IGA.pdf

## 16. COUNCIL TO DISCUSS SCOGGIN PROPOSAL RE: COLE RD

Attachment G – Email re Cole Rd.pdf

# 17. <u>COUNCIL TO OPEN A PUBLIC HEARING REGARDING FENCE VARIANCE</u> FOR 1775 PEARL LOOP.

Attachment H-1775 Pearl Loop Application / Planning & Zoning Recomendation.pdf

# 18. <u>COUNCIL TO CLOSE PUBLIC HEARING REGARDING FENCE VARIANCE</u> FOR 1775 PEARL LOOP

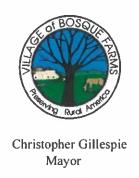
19. COUNCIL TO TAKE ACTION ON FENCE VARIANCE FOR 1775 PEARL LOOP

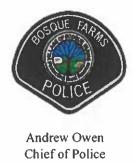
# TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS VILLAGE COUNCIL WILL BE HELD ON THURSDAY, SEPTEMBER 18<sup>TH</sup>, 2025.

### <u>ADJOURNMENT</u>

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 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.





# **MONTHLY REPORT FOR JULY 2025**

<u>CALLS FOR SERVICE</u> <u>TRAFFIC STOPS</u>

Bosque Farms: 229 Bosque Farms: 75

Peralta: 144 Peralta: 90

TOTAL: 373 TOTAL: 165

3% Decrease 24% Decrease

CITATIONS

Bosque Farms: 88 Bosque Farms: 5

Peralta: 95 Peralta: 10

TOTAL: 183 TOTAL: 15

2% Increase 54% Increase

<u>REPORTS</u> <u>DUI ARRESTS</u>

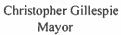
Bosque Farms: 26 Bosque Farms: 1

Peralta: 94 Peralta: 0

TOTAL: 60 TOTAL: 1

2% Increase Same







Andrew Owen Chief of Police

# Statistical Breakdown by Jurisdiction

CRIME	BOSQUE FARMS	PERALTA
DOMESTIC VIOLENCE	2	6
MISSING PERSON/RUNAWAY	0	0
CHILD ABUSE/NEGLECT	1	0
CYFD REFERAL/SCI REPORT	2	1
	The state of the s	
ASSAULT/BATTERY PEACE OFFICER	0	= 3
ASSAULT/BATTERY CITIZEN	0	1
TRAFFIC CRASH NO INJURY	2	4
TRAFFIC CRASH INJURY	0	1
DUI		0
SUSPENDED/REVOKED DL	0 ///	0
Man Manager	(6)	19.68
ROBBERY	0	0
FRAUD/EMBEZZLEMENT	2	0
LARCENY	<b>1</b>	1
SHOPLIFTING	19910	1
IDENTITY THEFT	10	0
BURGLARY (RESIDENTIAL)	78//1	0
BURGALRY (COMMERCIAL)	1	1//
BURGLARY (AUTO)	0	0
CRIMINAL DAMAGE TO PROPERTY		1
STOLEN VEHICLE	1 1 1	1
RECOVERED STOLEN VEHICLE	0	0
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
DRUG OFFENSE	0	0
WARRANT ARREST	0	0
SUSPICIOUS ACTIVITY	13	8
ASSIST OTHER AGENCY	6	2
SWAT CALL OUTS	0	0
MENTAL/MEDICAL HEALTH CALLS	2	2
NATURAL DEATH	0	2
OTHER CALLS	194	108





Andrew Owen Chief of Police

# **Evidence & Property:**

- Routine evidence intake 47 new items entered into evidence
- Provided DA's office with discovery upon request.
- Assisted with IPRA and discovery requests of officer BWC footage.
- 599 total items destroyed: 9 firearms / 262 drug items
- 5 items taken to Santa Fe Lab

# **Advanced Training:**

- NM DPS Firearms Qualifications for Squad 2
- Annual Training
- Lt. Dominguez attended Use of Force training in LV.

# Significant Events:

- Cadet Perez continued FTO program to assist with Academy.
- Officer Romero and Officer Aragon continued FTO program.

# Special Events:

• La Vida funding even in Los Lunas.

# Admin/Additional:

- Vehicle upfitting
- Cop and Rodders planning
- Meeting with NMDOT regarding Traffic Enforcement grants.

Andrew M. Owen

Chief of Police

Bosque Farms

# BOSQUE FARMS POLICE DEPT. JULY 2025 MONTHLY REPORT DETECTIVE MARK GURULE



- ➤ Total Cases Assigned 1
- ➤ Total Cases Closed 1
- Active Cases –
- ➤ Total Reports 3
- ➤ Supplemental Reports 1
- ➤ Felony Arrest 2
- Misdemeanor Arrest 2

- Arrest Warrants –
- ➤ Search Warrants 4
- ➤ Returned Stolen Property 1
- ➤ SCI Reports 3
- > Safehouse Interviews -
- > Total Citations (BF) / (P)
- DWI Arrest -

## **BOSQUE FARMS**

**<u>BFPD25000190:</u>** Participated in a multi-agency search warrant as a part of the VCSO Swat team.

<u>BFPD25000201:</u> I was called in for a commercial burglary investigation. Two suspects were located in which I engaged in a foot pursuit and tasing. Both were arrested. For this case, four search warrants were approved and executed. Two criminal complaints were filed, and stolen property was returned to its owner.

### **PERALTA**

<u>PPD25000142:</u> Assisted patrol with a suspicious activity call for service. I located two individuals with outstanding warrants who I arrested accordingly.

**PPD25000150:** Assisted patrol with further investigation.

### **SCI REPORT(S):**

SCI Intake 2055895: Patrol handled and did not need further investigation. CYFD will advise.

<u>SCI Intake 2055993:</u> Screen out regarding excessive discipline. Patrol handled and there was no need for further investigation. The residence is known for having custody disputes.

<u>SCI Intake 2057712:</u> Patrol handled the initial incident and all parties were charged accordingly. CYFD has extensive history here due to child disability with therapeutic and custody arrangements already in place. There was no need for a 72 hour hold. CYFD will advise.

# BOSQUE FARMS POLICE DEPT. JULY 2025 MONTHLY REPORT

## DETECTIVE MARK GURULE

### **Training / Additional Services:**

- 7/2 Drafted a criminal complaint for a previous case involving a stolen vehicle.
- 7/3 Two individuals arrested on warrants.
- 7/7 Participated in multi-agency swat operation.
- 7/8 PD Range day.
- **7/9** Begin employment background for police officer.
- **7/16** continued background at BCSO downtown.
- 7/17 completed two employment backgrounds for police officer
- 7/18 Worked the burglary case with two felony arrests.
- 7/19 executed four search warrants
- 7/23 Swat/Range
- 7/25 covered dayshift
- 7/26 covered dayshift
- 7/29 Magistrate court





# **Animal Control - Monthly Report**

# **JULY-2025**

Calls for Service/Phone Calls	110
After Hours Dispatch Calls	2
Citations Issued	4
Verbal/Written Warnings	4
Impounded Animals	7
Animals Taken to VC Shelter	6
Owner Release's	2
Stray Animals Turned Over to The Village	4
Animals Rehomed/Returned	1
Cats Caught in Traps by Residents	0
Animals Euthanized	0

**SPECIAL EVENTS:** 

**TRAINING:** 

# **Bosque Farms**

User: CINDY

## Fine Fee Summary

## From 07/01/2025 12:00 AM to 07/31/2025 11:59 PM All Case Types and Sub-Types All Clerks

Receipts		
Bond Payment		
Criminal Bond	_	380.00
	Subtotal:	380.00
Case Payment	Amenda.	
Animal Control		675.00
Corrections Fee		50.00
Corrections Fee PA		90.00
Court Automation Fee		12.00
Fine		4,059.00
Judicial Education Fee		6.00
PD Equipment Fund 1		100.00
PD Equipment Fund 2		150.00
Plannig & Zoning	_	100.00
	Subtotal:	5,242.00
	Total Receipts:	5,622.00
	Report Total:	5,622.00

## **Bosque Farms**

# Monthly Activity Report

July 2025 Citations and Non-Citations By Issued Date Financial Type: Fines and Fees Cases With and Without Disposition

Citations		Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control		6	4	-2	44	68	24
DUR		2	0	-2	3	6	3
Miscellaneous		0	0	0	1	2	1
NON TRAFFIC		0	0	0	2	1	-1
Planning & Zoning		1	0	-1	3	4	1
SEAT BELTS		11	13	2	44	50	6
TRAFFIC		48	40	-8	390	243	-147
Traffic violation		0	0	0	1	0	-1
	Totals:	68	57	-11	488	374	-114
Non-Citations							
Animal Control		0	0	0	0	1	1
TRAFFIC		0	0	0	1	1	0
	Totals:	0	0	0	1	2	1
Fines and Fees							
Animal Control		725.00	675.00	(50.00)	1,455.00	3,527.00	2,072.00
Corrections Fee		0.00	50.00	50.00	4,120.00	370.00	(3,750,00)
Corrections Fee PA		60.00	90.00	30.00	813.14	410.00	(403.14)
Court Automation Fee		0.00	12.00	12.00	1,221.00	108;00	(1,113.00)
Fine		3,055.00	4,059.00	1,004.00	22,771.67	27,244.00	4,472.33
Judicial Education Fee		0.00	6.00	6.00	610.00	54.00	(556.00)
PD Equipment Fund 1		60.00	100.00	40.00	823.15	430.00	(393.15)
PD Equipment Fund 2		90.00	150.00	60.00	1,168.71	675.00	(493.71)
Plannig & Zoning		100.00	100.00	0.00	0.00	500.00	500.00
	Totals:	\$4,090.00	\$5,242.00	\$1,152.00	\$32,982.67	\$33,318.00	\$335.33

# **Bosque Farms**

User: CINDY

# Citation Activity

# All Case Types and Sub-Types July 2025 Citations issued Cases With and Without Disposition

Citation Report Type	Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control	6	4	-2	44	68	24
DUR	2	0	-2	3	6	3
Miscellaneous	0	0	0	1	2	1
NON TRAFFIC	0	0	0	2	1	-1
Planning & Zoning	1	0	-1	3	4	1
SEAT BELTS	11	13	2	44	50	6
TRAFFIC	48	40	-8	390	243	-147
Traffic violation	0	0	0	1	0	-1
No Report Type	13	15	2	13	44	31
T	otal: 81	72	-9	501	418	-83

# User: CINDY

# Receipt By Date Summary From 07/01/2025 12:00 AM to 07/31/2025 11:59 PM All Case Types and Sub-Types All Clerks

Date Number	Payer	Case	Transaction Type	Amount
07/02/2025				<del></del>
47426	Baldonado, Jude	202555309	Case Payment	60.00
47427	Dykes, David	202555311	Case Payment	60.00
47428	Salazar-Sanchez, Brandon John Davied	202555250	Case Payment	75.00
47429	Sanchez-Soto, Aaron	202555343	Case Payment	100.00
2025/07/02	Count	t: 4	Day Sub Total:	295.00
07/03/2025				
47430	Mendoza-Ortiz, Gabriel	202555423	Case Payment	260.00
47431	Abeita, Julie	202454755	Case Payment	380.00
47432	Vasquez Cabrera, Diego	202454995	Case Payment	380.00
47433	Montano, Diana	202555333	Case Payment	75.00
47434	Williams, Curtis	202555338	Case Payment	50.00
47435	Martinez Macias, Valente	202555364	Case Payment	100.00
47436	Silva Cano, Diego	202555391	Case Payment	110.00
2025/07/03	Count		Day Sub Total:	1,355.00
07/07/2025		-		
47437	Nuanez, Carlos	202354411	Case Payment	50.00
47438	Williams, Daniel Lee	202555386	Case Payment	120.00
2025/07/07	Count		Day Sub Total:	170.00
07/08/2025			24, 042, 1044,	
47439	Beller, Scott	202455114	Case Payment	100.00
2025/07/08	Count		Day Sub Total:	100.00
07/09/2025				
47440	Vigil, Pauline	201144577	Case Payment	142,00
47441	Catlin, Brenda L	202555402	Case Payment	120.00
47442	Copeland, Steven	202555368	Case Payment	100.00
2025/07/09	Count		Day Sub Total:	362.00
07/11/2025				
47443	Boelter, Rick	202555393	Case Payment	60.00
47444	Villegas Alarcon, Alan	202555399	Case Payment	60.00
47445	Hollembaek, Lisa	202555383	Case Payment	100.00
2025/07/11	Count	t: 3	· · · · · · · · · · · · · · · · · · ·	
2025/07/11 07/14/2025	Count	:: 3	Day Sub Total:	220.00
07/14/2025			Day Sub Total:	220.00
<b>07/14/2025</b> 47446	Enrique Rascon	202455194	Day Sub Total:  Bond Payment	<b>220.00</b> 380.00
<b>07/14/2025</b> 47446 47447	Enrique Rascon Cohoe, Thea	202455194 202454991	Day Sub Total:  Bond Payment Case Payment	<b>220.00</b> 380.00 180.00
07/14/2025 47446 47447 47448	Enrique Rascon Cohoe, Thea Perez Rascon, Sergio	202455194 202454991 202555312	Day Sub Total:  Bond Payment Case Payment Case Payment	380.00 180.00 100.00
47446 47447 47448 47449	Enrique Rascon Cohoe, Thea Perez Rascon, Sergio Atyani, Hailey Meriah	202455194 202454991 202555312 202455126	Day Sub Total:  Bond Payment Case Payment Case Payment Case Payment	380.00 180.00 100.00 180.00
47446 47447 47448 47449 2025/07/14	Enrique Rascon Cohoe, Thea Perez Rascon, Sergio	202455194 202454991 202555312 202455126	Day Sub Total:  Bond Payment Case Payment Case Payment	380.00 180.00 100.00
47446 47447 47448 47449	Enrique Rascon Cohoe, Thea Perez Rascon, Sergio Atyani, Hailey Meriah	202455194 202454991 202555312 202455126	Day Sub Total:  Bond Payment Case Payment Case Payment Case Payment	380.00 180.00 100.00 180.00

# Receipt By Date Summary From 07/01/2025 12:00 AM to 07/31/2025 11:59 PM All Case Types and Sub-Types All Clerks

Date Number	Payer	Case	Transaction Type	Amount
07/15/2025				
47451	Koble, Alexandra Nevaeh	202555332	Case Payment	50.00
2025/07/15	Cou	nt: 2	Day Sub Total:	600.00
07/16/2025		••		
47452	Trujillo, Alexis	202555240	Case Payment	100.00
2025/07/16	Cou	nt: 1	Day Sub Total:	100.00
07/18/2025		****		
47453	Banuelos, Patricia	202555360	Case Payment	120.00
47454	Gonzalez-Villagrana, Alejandro	202555362	Case Payment	110.00
47455	Nuanez, Carlos	202354411	Case Payment	60.00
47456	Jaynes, James	202555371	Case Payment	110.00
47457	Villegas Alarcon, Alan	202555399	Case Payment	60.00
47458	Jaramillo-Beltran, Elida	202555366	Case Payment	120.00
2025/07/18	Cou	nt: 6	Day Sub Total:	580.00
07/21/2025				
47459	Perez Rascon, Sergio	202555312	Case Payment	100.00
47460	Gallegos, David	202555356	Case Payment	110.00
2025/07/21	Cou	nt: 2	Day Sub Total:	210.00
7/25/2025				
47461	Mendoza, Phillip	202555415	Case Payment	110.00
47462	Carpio, Mary Ann	202555341	Case Payment	130.00
2025/07/25	Cou	nt: 2	Day Sub Total:	240.00
7/28/2025				
47463	Perez Rascon, Sergio	202555312	Case Payment	100.00
47464	De Los Angeles, Ever	202555404	Case Payment	200.00
2025/07/28	Cou	nt: 2	Day Sub Total:	300.00
7/29/2025			·	
47465	Overbay, Julie	202555394	Case Payment	100.00
47466	Levine, Jordan	202555421	Case Payment	100.00
2025/07/29	Cou	nt: 2	Day Sub Total:	200.00
7/31/2025				
47467	Nuanez, Carlos	202354411	Case Payment	50.00
47468	Nuanez, Carlos	202354411	Case Payment	50.00 Voided
2025/07/31	Cou	nt: 2	Day Sub Total:	100.00
	Cou	nt: 43	Total:	\$5,672.00



# MINUTES VILLAGE OF BOSQUE FARMS REGULAR COUNCIL MEETING THURSDAY, JULY 24<sup>TH</sup>, 2025 AT 6:00 P.M. COUNCIL CHAMBERS

# 1. Call to Order

Meeting called to order at 6:00 PM

# 2. Pledge of Allegiance

Mayor Gilliespie led those in attendance in the pledge of allegiance.

# 3. Presentation

Village of Bosque Farms Councilor Ronita Wood presented Fred Black of New Mexico Water Association with a letter of appreciation.

Village of Bosque Farms Deputy Clerk presented a letter of recognition for Katherine Latimer.

# 4. Roll Call/Determination of Quorum

RW	<b>✓</b>	MC	<b>✓</b>	ED	✓	TB	✓
Quoru	m prese	nt Ye	es No				

# 5. Executive Session

Village of Bosque Farms Village Council met in executive session to discuss the hiring of a police officer and the appointment of the interim clerk administrator as confirmed by Chief Owen that conversation was only related to these items as pursuant to 10-15-(2) NMSA.

# 6. Approval of Agenda

A C T I	Motion	Approval of the Agenda with Striking item interim clerk amending the fiscal year to bar 1074-25 and listed date of the next meeting.		
N	Made by:	Cheromiah Baughman		Councilor Wood-Yes
	Second by:			Councilor Cheromiah-Yes
	Motion carried?	PASSED	FAILED	Councilor DeSmet-Yes Councilor Baughman-Yes

# 7. Public Comment

J. Kettle Resident: Stated she's been a resident of Valencia County for 35 years. Mrs. Kettle stated she moved back home because of the DeSmet Farm although of her ties to grow up in Los Lunas. Mrs. Kettle shared her disappointment in Councilor DeSmet for sharing private health information of Mrs. Kettle with a member of Village staff and Mayor Gillespie. Mrs. Kettle stated she did not ever disclose the release of her information to the public for any sort of usage. Mrs. Kettle stated that she would be vigilant in the sharing of information that is not to be disclosed by Councilor DeSmet and will seek the proper avenues to report such actions. Mrs. Kettle went further to explain that she hopes Village leadership can rally and perform as a united front as Village residents and staff are and should be after the same goals.

Janet Miller Resident: Mrs. Miller stated she's been trying to get her water lease renewed since January of this year prior to the deadline in which she has worked with the office of the state engineers. Mrs. Miller stated at this point to expedite the process she is willing to pay the proposed increase stated the last time her item was heard and would like to be on the next agenda as soon as possible.

Jim M. Resident: would like to recommend that executive session be held prior to the meeting.

Resident Bill Richardson stated that a new facility was constructed across from his home. The walkway has been damaged due to the development, and he would like for the contractor or the Village to address the issue.

Sharon Eastman, Chairwoman of Planning & Zoning / Former Mayor / Resident: Stated three residents have approached her regarding mosquito spraying and would like to know the status of Village employees or a contractor performing such work. Mayor Gillespie stated that a new machine for Mosquito repair has been ordered, and staff will be performing the spraying. A mobile pack can be utilized to take care of the fare grounds and the ballpark area. Secondly there is a home that has been demolished, and the same lot has 3 abandoned vehicles, due to the material being adobe which has limitations and protections in the building code Chairwoman Eastman would ask of Council and staff to perform research to possibly aid the landowner in disposal of the material. — Councilor DeSmet stated that Mrs. Woodward (property owner) is experiencing issues with her insurance that requires inspection of the site still, once this has been completed Councilor DeSmet has organized a team of residents and volunteers to help remove the debris from the property.

Justin R. Resident: The resident stated that AMR has recently moved locations due to the pending completion of the hospital. Priority of this reporting for AMR would most likely be held to the hospital therefore delaying all other services to nearby towns and residents. He went on to state he would like for the Village to start up its own EMS program. The resident stated he was aware of the efforts from Councilor DeSmet and thanked her for her time in attempting to get a program for the Village he would like for the rest of the governing body to host a special meeting to discuss its options and properly act on the item.

Rowena Tachias Resident: Mrs. Tachias stated that she has concerns regarding the concerns of the resignation of the Clerk Administrator. Mrs. Tachias shared the information she has currently is through IPRAs filed regarding the Clerk's worklog back in May where he filed complaints with several agencies regarding Councilor DeSmet, Councilor Baughman and Councilor Wood. Mrs. Tachias believes the Clerk Administrator should not be paid fully the remainder of his tenure if he does not attend any more Council Meetings or Planning and Zoning meetings as that is a direct lapse in his duties and a waste of public tax dollars.

Dolly Wallace Resident / Former Judge/ Former Councilor: Stated she is dissatisfied with the mosquito issue and would like it to be addressed sooner rather than later. Secondly Mrs. Wallace stated that services such as EMS, Mosquito spraying used to be a standard of the Village and now they have lapsed. Mrs. Wallace stated that the Council take these issues seriously.

Lilly McNabb Resident: Stated she was pleased to see the room filled this evening has the Village has needed more participation for some time. Mrs. McNabb read off a prayer for those in attendance. Mrs. McNabb asked those in attendance and for staff and council to put an end to the pointless fighting and disagreements and put the Village and its priorities in order.

Steve Robbins Resident: shared his disappointment with the lack of EMS department and how the services are not currently available. Mr. Robbins went on to share a moment of how his family was recently impacted by lack of transportation for EMS services and how AMR's response is limited. Mr. Robbins would like the governing body to act on the item immediately.

Shoshana A. Resident: the resident shared concerns regarding lack of EMS response and would like to see the item on the August agenda. The resident also shared concerns with conversations she had with a water department member about a Neptune meter.

Courtney Scott Resident: stated she recently moved to Bosque Farms and would like to speak on items related to emergency services and how lack of representation to members who are currently providing for families or attending to their children. Mrs. Scott shared a story regarding her interactions with lack of delayed emergency services. Mrs. Scott would like for Council to take the matter seriously and do it's best to provide this service for the community.

# 8. Mayor & Council Reports

### Council

- i. Mayor stated he has several comments he would like to make regarding EMS services however he has been suggested by the Village attorney to uphold any conversation related to EMS until further notice.
- ii. Councilor DeSmet stated that she is a part of the family that helped establish and build Bosque Farms and she will not stop fighting for the residents despite comments from individuals. Councilor DeSmet stated that the MOU she was a part of creating with the Town of Peralta was not advantageous to herself, to the town of Peralta, it was for the residents. Also, Councilor DeSmet recapped the first responders' luncheon and thanked those who were able to attend and donated food for the event.

- Councilor DeSmet stated on July 10<sup>th</sup> she hosted the library event and thanked the students at her home.
- iii. Councilor Wood stated the fair event is occurring next week and would like residents to attend.
- iv. Councilor Cheromiah shared updates regarding the library board and upcoming events.

# 9. Departmental Reports

Fire Chief- Jason Schneider shared the following report:

- The Fire Department is now within possession of the two new command units that were approved back in April. They are currently outfitted for duty.
- The Fire chief shared an update that 4 new members have joined the volunteer fire department and have begun responding to calls of service in the area.
- Councilor Baughman questioned the fire chief if he could provide a list of training regarding the recruits and if that would impact the ISO rating. Fire Chief Schneider stated he would provide the numbers and training to the Councilor later as he did not have them currently.

Police Chief Owen -recited his police report and statistics for his department and animal control. for the months of May and June.

Clerk- Deputy Clerk Lopez shared the following updates on behalf of Clerk Administrator Limon:

# **Clerk Notes for July Regular Meeting**

- The Clerk's office has met with Molzen & Corbin to discuss the best practice to address traffic issues on Mitchell and Morrison Drive. Along Mitchell there is risk to expose sewer lines that connect to the nearby businesses, Fred Black has provided information on the area that the Village back in 2022 purchased signs from the EPA that advertised no parking due to lines in the area. Field crew have been instructed to get updated costs and install signs to protect the area as soon as possible. Also, Molzen will be looking at costs of performing a traffic study to see if road should be restriped the way that it was or if a new design is required and what the costs would be to repave the entire length of Mithcell.
- Code 360 sent over an invoice to the Clerk's office detailing updated ordinances, however the list of when changes occur is not present. The Clerk Administrator will contact code 360 to discuss missing updates that are active on the website or if previous administrators followed the correct process.
- The Clerk Administrator drove out to Santa Fe Springs California to meet with UWS
  regarding our contract that is upcoming for renewal in July. The Clerk Administrator
  provided input on costs and requests for programs to save residents on monthly billing
  and get more resources for residents to participate in clean up events and or have
  designated areas to dispose of items. Contract should appear before the governing body
  in the month of July or August.

- The planning and zoning commission has requested the inspection of 1290 Truchas trail utilizing ordinance 10-1-23. A letter to the property owner has been drafted and is currently under review from our legal counsel.
- The Clerk's office has hosted weekly meetings with Prodigy builders, key updates from meetings is that Wasting for the crew is currently meeting operational needs with the assistance of a 3<sup>rd</sup> party.
- Roberta is training and passing along more supervisor roles and duties to our field supervisor, Trenching and First aid field training was provided by the NMML to our crew, all members were in attendance thanks to the coverage from Prodigy staffing.
- The Water & Wastewater crew have had minor tech upgrades to assist with field reports and communications with the office. More review and advancement to occur with the assistance of AT&T. Prodigy has begun scheduled meeting with Molzen & Corbin to design a blending plan, we can expect this to be completed mid-July.
- The Clerk's office has filed two tort claims for the month of June 1 being due to a Water main break that happened in Late May. A field report images of damage were provided to our insurance. The second being a car that was affected by a police spike strip during a pursuit, Field report, images and quotes for repair have been provided to our insurance.
- Esteban from NMDOT has installed a sound modem on the traffic lights on the south loop as well as a power back up. These additions should address downtime at the intersection and pinpoint the cause of power outages throughout the area.

## Planning & Zoning May Regular Meeting

- The following properties pulled permits for the month of June:
- 1235 Green Acres remodeled an existing fence line but updated the material.
- 225 Del Norte Court pulled a Car Port permit.
- 1575 West Bosque Loop pulled a permit for a garage.
- The Clerk's office was approached for a proposed development of two lots on McNew Road. The Blankley Family is looking to divide one of its 15 Acre Parcel's into 1 acre lots. The 2<sup>nd</sup> Acre Parcel is roughly 17 acres and only the front half is proposed to be developed. The Clerk Administrator will look to have the developer provide engineering plans and review them with Molzen & Corbin and Prodigy to ensure this kind of development would not harmfully impact the wastewater treatment plant and is within scope of the current land use plan.

# 10. Council to Review and Take Action on Appointment of Alexis Barela to the Library Board.

Councilor Cheromiah stated that Alexis could not attend tonight's meeting due to a conflict in her schedule.

Mayor stated he would like to still appoint with the approval of Council.

A	Motion	Appoint	ment of A	alexis Barela
T	Made by:	Cheromiah		Councilor Wood-Yes
I	Second by:	Wood		Councilor Cheromiah- Yes
N	Motion carried?	PASSED	FAILED	Councilor DeSmet- Yes Councilor Baughman- Yes

# 11. Council to Review and Take Action on Treasurer's Report

Treasurer Maes recited the treasurer's report for those in attendance.

A	Motion	Approva	l of Trea	surer's Report
T	Made by:	Cheromiah		Councilor Wood- Yes
I	Second by:	DeSmet		Councilor Cheromiah- Yes
N	Motion carried?	PASSED	FAILED	Councilor DeSmet-Yes Councilor Baughman-Yes

# 12. Council to Review and Take Action on Previous Minutes.

Councilor Cheromiah identified several errors and cited them for the Deputy Clerk to be corrected.

A	Motion	Approval of minutes with amendments.		
T	Made by:	Baughmar	1	Councilor Wood-Yes
I 0	Second by:	Cheromiah		Councilor Cheromiah- Yes
N	Motion carried?			Councilor DeSmet- Yes
11	Widion culticu.	PASSED FAILE		Councilor Baughman- Yes

# 13. Council to Review and Take action on Approval of hiring of a Police Officer.

Chief Owen stated the same applicant mentioned in executive session, Mr. Vasquez would be presented before council for approval.

A C	Motion Approval of hiring			g an office
T	Made by:	Baughman		Councilor Wood-Yes
I	Second by:	Cheromiah		Councilor Cheromiah- Yes
O N	Motion carried?	PASSED	FAILED	Councilor DeSmet- Nay Councilor Baughman- Yes

# 14. Council to Review and Take Action on Appointment of the Interim Clerk Administrator.

# 15. Council to Review and take action Budget Adjustment Resolution 1074-25 Final Bar to Align Actuals.

Treasurer Maes stated that the budget adjustment is to align the budget with what is currently within its accounts for department of finance reporting.

A C	Motion	Approval of 1074-25 via roll call			
T	Made by:	Baughman		Councilor Wood-Yes	
I O N	Second by:	Cheromiah		Councilor Cheromiah- Yes	
	Motion carried?	PASSED	FAILED	Councilor DeSmet- Yes Councilor Baughman- Yes	

# 16. Council to Review and take action on Resolution 1075-25 Acceptance of Final 4<sup>th</sup> Quarterly Financial Report 2025-2026.

Deputy Clerk stated that this resolution contains a report that is 112 pages long. The Deputy Clerk went on to explain what the document tracks and this approval of this item would be so that the Clerk could submit it to Department of Finance.

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

# 17. Council to Review and take action Resolution 1076-25 Approval of Final Bar to Align actuals for VRECC.

Deputy Clerk stated that this resolution is for VRECC as we the Village operate as their fiscal agent.

A C	Motion	Approval of Resolution 1076-25 via Resolution.			
T	Made by:	Baughman		Councilor Wood-Yes	
I O N	Second by:	Wood		Councilor Cheromiah- Yes	
	Motion carried?	PASSED	FAILED	Councilor DeSmet- yes Councilor Baughman- Yes	

# 18. Council to Review and take action on Resolution 1077-25 Approval of Final Budget Resolution.

Treasurer Maes stated that the following Resolution is for the final budget that will be submitted to DFA.

A C	Motion	Approval of 1077-25 via roll call			
T	Made by:	Baughman		Councilor Wood-Yes	
I	Second by:	Cheromiah		Councilor Cheromiah- Yes	
N	Motion carried?	PASSED	FAILED	Councilor DeSmet- Yes Councilor Baughman- Yes	

# ADJOURNMENT 8:56PM

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



### LEASE AGREEMENT

# BETWEEN THE VILLAGE OF BOSQUE FARMS AND JANET MILLER

This Agreement, entered by and between the Village of Bosque Farms, whose address is P. O. Box 660, Peralta, New Mexico 87042, hereafter referred to as "Village" and Janet Miller, whose address is 4603 Inspiration Dr., SE, Albuquerque, New Mexico 87108, herein after referred to as "Leasee".

**WHEREAS** the Village owns pre-1907 surface water rights allocated to municipal water supply purposes for more than its current needs and the Village is willing to lease a portion of those rights to **Janet Miller** for consideration upon the terms and conditions hereafter set forth.

**WHEREAS** Lease is desirous of leasing from the Village a portion of the Village's pre-1907 surface water rights allocated to municipal water supply purposes to meet Leasee needs.

**NOW, THEREFORE**, in consideration of the mutual independent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

- 1. Term of Agreement and Amount of Consumptive Use. Subject to the terms of this lease, the Village leases to Healthy Education Society DBA 1861 Market leases from the Village two (2) acre-feet of consumptive use pre-1907 water right per year, for a period of Four (4) years, beginning December 31<sup>st</sup>, 2025 and ending May 31<sup>st</sup> 2029 such water rights to be more specifically identified by the Village prior to filing an application with the New Mexico Office of the State Engineer ("OSE") for temporary transfer of the water rights to Miller's Property. In addition, Leasee has the right to extend this agreement for an additional four (4) years on same terms and conditions. This agreement may be terminated at any time subject to the terms set forth below in Item #5.
- Compensation. Leasee will pay \$75.00 per acre-foot for two (2) acre feet of consumptive use water rights transferred to 2402 Hwy 47, Belen New Mexico property, for a total of \$150 per year.
- 3. Costs to Be Paid by Leasee. At Leasee's expense, Lease will seek to temporarily transfer the place and purpose of use of the twenty (2) acre-feet of lease water rights to a location selected by Leasee. This transfer shall be in accordance with the New Mexico Water-Use Leasing Act, NMSA 1978, §§ 72-6-1 thru 72-6-7. The Village agrees to cooperate in whatever manner necessary to aid in this transfer process, including execution of all written documents

deemed necessary by Miller. If the application is denied by the OSE, this lease shall terminate, and neither party shall have any further rights or obligations hereunder. Leasee, at Leasee's expense will be responsible to pay all fees and costs associated with applying to the OSE to temporarily transfer the two (2) acre-feet of consumptive use water rights.

- 4. Annual Lease Payment. Leasee will pay the initial lease payment of \$150.00 to the Village upon issuance of the legal notice for publication and subsequent preliminary lease approval by the OSE granting the use of the leased water to be effective until final approval of the temporary lease application. All subsequent annual lease payments shall be due on or before January 30 of each year of the term of this lease.
- 5. Termination of Agreement. Leasee\_may terminate the lease due to an anticipated change in water needs or because of any action by the OSE or any other action beyond Miller's control by notifying the Village in writing of its intent to terminate the lease at least thirty (30) days prior to January 30 of an upcoming year. The Village may terminate the lease if a change in water demand occurs such that the Village requires the water for municipal purposes by notifying Miller in writing of its intent to terminate the lease at least thirty (30) days prior to January 30 of an upcoming year. If the agreement is not terminated by either of the parties hereto, it will automatically renew for the following year, pursuant to the same terms and conditions until May 31st, 2029, when this lease agreement shall expire. If the lease is terminated by either party for any reason, the parties agree that there shall be no damages claimed by either party, nor can either party bring any action for breach of this lease agreement.
- 6. Warranty of the Village. The Village warrants that the water rights under this lease are valid pre-1907 surface rights available for lease in accordance with the New Mexico Water-Use Leasing Act, NMSA 1978 §§ 72-6-1 thru 72-6-7. The Village understands that if the water rights are determined to not be transferable, then Leasee has no obligation for transfer, and all Leasee's obligations under this lease are null and void.
  - 7. <u>Notices.</u> Written notices, demands or requests hereunder may be made in person, by courier, overnight mail, or United State Postal Service. Written notices shall be considered duly delivered when mailed postage pre-paid and registered or certified, to the addresses listed above. In all cases of emergency,

- such notice as is feasible shall be given by email or telephone and confirmed by written notice as herein provided.
- 8. <u>Governing Law.</u> This lease shall be governed by and interpreted under the laws of the State of New Mexico.
- 9. **Entire Agreement.** This agreement constitutes the entire agreement of the parties and may be amended only by an instrument in writing signed by the parties. There are no terms or conditions other than those contained in this agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed as of the date of signing of both parties.

Date:	_
	Chris Gilliespie, Mayor of Village of Bosque Farms
	Janet Miller

### SOLID WASTE COLLECTION SERVICES FRANCHISE AGREEMENT

# BETWEEN THE VILLAGE OF BOSQUE FARMS, NEW MEXICO AND UNIVERSAL WASTE SYSTEMS, INC.

# Governing Body of the Village of Bosque Farms Chris Gillespie, Mayor

Ronita Wood, Mayor Pro-Tempore Erica DeSmet, Councilor

Michael Cheromiah, Councilor Tim Baughman, Councilor

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## I. GENERAL PROVISIONS

WHEREAS, pursuant to Section VI(6) of this Agreement Between the Village of Bosque Farms, New Mexico and Universal Waste Systems, Inc., (the "Agreement") the Agreement may be amended by mutual written agreement of the Parties, and

WHEREAS the Village of Bosque Farms, New Mexico ("Village") and Universal Waste Systems, Inc. ("UWS") have agreed to amend and restate the Agreement, and

WHEREAS the Village and UWS have agreed to the amended terms set forth herein ("the Amendment");

The Village and UWS agree as follows:

1. Authority. Pursuant to the provisions of New Mexico Statutes Annotated §3-48-3 et seq. (1978) and Bosque Farms Ordinance Chapter 13, Article 5, (the "Solid Waste Ordinance"), the Village does hereby retain the services of the Contractor and the Contractor hereby agrees to perform solid waste collection and disposal services for the Village for the consideration and upon the terms and conditions set forth In this agreement.

### 2. Findings.

- A. Collection. The Village finds that uncontrolled, inadequately controlled and improper collection, transportation, and disposal of solid waste:
  - (1) is a public nuisance and a clear and present danger to the people;
  - (2) provides or creates breeding places for disease-carrying injurious insects, rodents and other pests harmful to the public health, safety and welfare;
  - (3) constitutes a danger to livestock and domestic animals;
  - (4) decreases the value of private and public property, causes pollution, blight and deterioration of the natural beauty and resources of this community and has adverse economic and social effects on the community and its residents.

### 3. Construction of Agreement.

- A. Headings. Section and subsection headings are included for convenience only. Such headings are not to be utilized for the purpose of determining the meaning of the agreement.
- B. Terms. Unless the context otherwise requires: the singular shall include the plural; the plural shall include the singular; male shall include female; female shall include male; "may", "can," and "should," shall be permissive: "must," "shall," and "will" shall be mandatory; "or" shall be disjunctive; and "and" shall be conjunctive.
- C. Severability. The provisions of this agreement are severable. If any

provision is held invalid, the other provisions shall not be affected thereby but will remain in full force and effect

4. Exclusive Franchise Agreement for Commercial, and Residential Service and Roll Off Services. Pursuant to the provisions of Village Code Section 13-5-3, the Village hereby grants the Contractor the exclusive franchise during the term of this agreement to perform all solid waste collection, disposal and management of all residential, commercial, and roll off services for residents, businesses and other enterprises located within the Village except as limited herein. The Village reserves solely unto the Village the right, subject to the franchise, to engage in the collection and disposal of solid waste or any other similar activity that may affect this exclusive grant to the Contractor.

The Village warrants that it has the authority to make such a grant. The Village shall require mandatory collection of solid waste under this agreement for all residents, commercial businesses, or other enterprises located within the Village limits as it may provide under its Solid Waste Ordinance.

- Form and Renewals. Subject to termination as herein provided, the term of this Agreement shall be for ten (10) years (the "Main Term") with services of the Contractor to commence at 12:01 a.m. on the 1<sup>st</sup> day of September 1, 2025 and to expire on August 31, 2035 at 11:59 p.m. This Agreement may be extended without further action by the parties for an additional five (5) years, ("the Automatic Renewal.") Either party may give notice of termination of the Automatic Renewal not less than one-hundred eighty (180) days prior to the expiration of the Main Term. Once notice of termination of the Automatic Renewal is given by either party, no further automatic renewals shall occur and this Agreement shall remain in effect only for its then remaining term.
- 6. Binding on Successors and Assigns. Subject to any restrictions on the transfer and assignment of the rights granted under this agreement, this agreement will inure to the benefit of, and will be binding on the parties hereto. And their respective successors and assigns.
- 7. Interface with Local Solid Waste Ordinances. The Village and the Contractor shall comply with the terms of the Village Code Chapter 13 Article 5 Solid Waste Franchise. All terms and phrases used in this agreement shall be interpreted consistent with the provisions in any Solid Waste Ordinance, unless otherwise expressly provided herein.

### II. VILLAGE PROVISIONS.

Village Solid Waste Ordinance. Village agrees to make such modifications to
its Solid Waste Ordinance as shall be necessary to Implement the terms of this
agreement where determined to be necessary by the Village, including any
continuing modification of said Solid Waste Ordinance during the term of this

agreement and any optional extension hereof.

2. Tort Claims Act; Village Liability. Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by the federal, state, local, or common law of the state of New Mexico. The Village and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

### III. CONTRACTOR PROVISIONS

- 1. Areas to be Served; Routes, Schedule.
  - A. Areas to be Served. Service shall be provided to all areas within the corporate limits of the Village of Bosque Farms and any tracts, territories and areas hereafter annexed to, or acquired by the Village of Bosque Farms.
  - B. Routes and Schedule of Collections. The Contractor shall provide the Village with schedules of residential and commercial collection routes and keep such Information current at all times. In the event of changes in routes or schedules that will alter the day of pickup, the Contractor shall so notify each consumer affected, in a manner and time as is reasonable.
- Recycling; Solid Waste Reduction Programs. The Contractor shall implement a recycling program as follows:
  - A. Curb-Side Recycling. Contractor will offer optional monthly collection of customer-separated recyclable materials. Contractor will provide recycling containers to residents as requested for recyclable materials for curb-side collection.

Contractor Shall allow Bosque Farms residents to use the Conejo Recycling Facility located in Los Lunas, New Mexico free of charge, as long as contractor operates said facility.

This program does not require or mandate recycling by residents of the Village of Bosque Farms.

(1) Acceptable materials for recycling will include:

- Aluminum
- Corrugated cardboard (flattened)
- Junk mail, office paper/newspaper
- Plastics 1 and 2
- No other materials
- (2) Contractor guarantees that all Acceptable recyclable materials shall be delivered to a recycling facility unless the Village of Bosque Farms is notified otherwise, and cause for such action is duly justified.

### 3. Location and Frequency of Collection.

- A. Residential Collection. All collections made by Contractor shall be cart service only made at curbside, adjacent to the driving surface on the streets adjoining properties, except where special circumstances warrant otherwise and where approved by the Village. All solid waste placed out for collection will be placed no further than 3 feet from the driving surface of the street. The Village shall require residents to deliver receptacles to such point for collection and return empty receptacles from said points to the usual place of storage.
  - (1) Residential solid waste will be collected once per week. Recycling will be collected once per month.
  - (2) It is the responsibility of the customer to see that solid waste is placed in the cart at curbside on the designated collection day. It is also the responsibility of the customer to bag their trash properly prior to being placed in the cart. Curbside refers to that portion of the right-of-way adjacent to paved or traveled roadways.
  - (3) In the event a residential customer is disabled in such a manner as to make it impossible for the customer to place the cart at curb-side on the designated collection day and there is no other party either living in the residence or nearby who can perform that task for the disabled customer, Contractor shall make arrangements to retrieve and return the cart to and from the residence. In order to arrange for such service, the disabled customer shall be required to complete a handicapped assistance request form, copies of which will be logged with the Contractor.
- B. Commercial Collection. The Contractor shall have Input as to the location of containers on any commercial sites. The Contractor

shall provide collection service for the collection of solid waste from commercial units a minimum of once per week, according to the procedure set forth in the Solid Waste Ordinance. All commercial containers, upon the request of the customer, may have a locking mechanism.

- 4. Hours of Collection. Normal hours of collection shall be as specified below. Exceptions will be approved by the Village only when necessary to complete collection of a route due to unusual circumstances. Hours may vary due to extreme weather.
  - A. Residential collection shall be between the hours of 7:00 a.m. and 8:00 p.m. on scheduled service days
  - B. Commercial collection shall be between the hours of 6:00 a.m. and 8:00 p.m. on scheduled service days.
- 5. Holidays. The Contractor may choose to observe the following holidays, on the officially observed day, as non-collection days: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

If the Contractor observes the above listed holidays as non-collection days, then collection shall occur on the next business day. Commercial collections on such holidays shall be performed on the day after the holiday at the option of the Contractor.

The suspension of collection service on any designated holiday in no way relieves the Contractor of the obligation to provide collection service at least once per week. Extending the hours of collection to meet this obligation is subject to the Village's approval, which may not be unreasonably withheld.

The contractor shall make reasonable efforts to make customers aware of holiday schedules.

**6. Missed Collections.** In the event that a regularly scheduled collection is missed and a complaint is received by either the Village or the Contractor, and where no fault can be found on the customer's/generator's part, a special collection of the solid waste will be required of the Contractor within 48 hours. The Village shall notify the Contractor of any such complaint it receives within 4 business hours.

In the event of missed pickups due to the customer or resident's negligence, at the customer's request special pickup will be made within 48 hours and the customer charged per the applicable rate schedule.

In the event of missed pickup due to acts of God, weather or events outside the control of the Contractor, pickup will be made as soon as possible when conditions are safe to continue service.

- 7. Interruption/Continuity of Service. An interruption of collection service at the request of a customer due to a vacation or vacancy lasting thirty (30) days or less, will be deemed a continuation of service for the entire month and will not be the subject of a credit on the customer's billing. Interruptions of service requested by the customer of thirty-one (31) days or greater will be adjusted on the customer's billing on a pro rata basis.
- **8. Special Services.** The Contractor shall, upon request, provide special services as follows:
  - A. Bulk Items Pickup. The Contractor will provide customer two (2) bulk pick-ups a year, with a limit of two (2) approved items, at no charge to the customer. Customers must request a special pick up at least 48 hours in advance. Bulk items that will be picked up include:
    - Furniture
    - Mattresses
    - Sinks, toilets
    - Appliances
  - B. Community Cleanup. The Contractor will provide fifteen (15) 30-yard roll off container at no cost to the Village to facilitate local cleanups. The Village is responsible for staffing events.
  - C. Tire Collection. The Contractor will provide a 20-yard container to collect tires at a location chosen by the Village twice per year. The Contractor will not charge the Village for the container or the hauling. The Village is responsible for staffing the event, preparing the tire manifest, and the cost of disposing the tires at the landfill. The Contractor shall invoice the Village for the cost of disposing the tires.
  - D. Special event Collection. The Contractor shall provide solid waste containers to support two (2) special events in the Village as requested by the Village Manager or Mayor.
  - E. Green Waste Collection. Twice per year on specified dates in the spring and autumn, contractor will collect bundled and/or bagged green waste, curbside at no charge to customers.
  - F. We are Winners' Youth Partnership Program. UWS will grant the Village \$1,500 annually to support youth environmental education activities.
- 9. Containers; Size; Providing for.
  - A. Residential. The Village shall specify in its Solid Waste Ordinance that each

residential customer shall utilize one ninety-six (96) gallon contractor provided receptacle. Residents may request additional receptacles at the rates provided in the attached rate schedules. Only solid waste contained in the Contractor-provided receptacles will be serviced by the Contractor.

- B. Commercial. The Village shall specify In its Solid Waste Ordinance that each commercial business shall utilize a commercial container provided by the Contractor with collection a minimum of one time per week. The contractor shall provide commercial, industry standard front-end loader dumpster from two to eight cubic yard. The Contractor will provide services a maximum of three (3) times a week with rates as established in the attached rate schedules. Customers requiring more services will be provided additional containers at the rates in the attached rate schedule. The use of compactors shall be the subject of private agreements between the Contractor and users to the extent possible, if not regulated by the Solid Waste Ordinance. When conflicts exist as to the type, size, frequency of collection or a prorated shared service, a code enforcement officer will make the final determination, or the Village may specify requirements in the Solid Waste Ordinance.
- C. Customers electing curb-side recycling services shall utilize a contractor provided receptacle. Residents may request additional receptacles at the rates provided in the attached rate schedules. Only recyclable waste contained in the Contractor-provided recycling receptacles will be serviced by the Contractor.
- 10. Noncompliance with Regulations. Contractor may not collect solid waste from containers that do not conform with the requirements of the Village as to size, weight, type, or condition. The Contractor may apply to the Village to remove any waste containers placed for collection at sites covered by parties other than Contractor under this exclusive franchise if such containers are not authorized under this agreement, and to replace such unauthorized containers with Contractor's containers, and to notify the owners of such unauthorized containers to arrange to collect them from Contractor. Removal of non-compliant containers shall only occur following application to the Village and public hearing by the governing body of the Village.

In addition to notifying the owners of unauthorized containers to collect them, Contractor shall reasonably inform the Village of all non-standard containers, or of containers which exceed restrictions in weight and size, and shall further place on each such container or at the residence, a tag indicating the problem with the container.

Violation of this Ordinance, including but not limited to the provisions relating to the exclusive franchise, is a petty misdemeanor unless otherwise provided for by state or federal law, and upon conviction thereof shall be subject to the penalty provisions set forth in the City ordinances regarding petty misdemeanors. Any

person violating any of the provisions of this Ordinance shall upon conviction be subject to a fine not exceeding five-hundred dollars (\$500.00) or imprisonment for a period not exceeding ninety (90) days, or both such fines and imprisonment, as authorized by Section 3-17-I7 NMSA. Any violation continued for a period of fifteen (15) days after conviction shall be prosecuted and treated as a separate offense.

In addition to criminal penalties provided herein, any person who violates the exclusive franchise provision hereunder by collecting or offering to collect residential or commercial solid waste, or by placing roll-off containers at any location within the Village for deposit of solid waste shall be deemed to have created a public nuisance, as provided in Sections 3-17-I7 and 30-8-1 et seq. NMSA, and any equipment used for such collection, including roll-off containers, bins, compactors or vehicles, shall be forfeited to the Village.

Any person aggrieved by a violation of this Ordinance may file a claim under Section 30-8-8 NMSA."

### 11. Operations.

- A. Service to the Village. The Contractor shall provide reasonable solid waste collection and disposal service to the Village Government free of charge. Contractor will also provide free commercial dumpster collection and disposal to Village owned facilities as identified below:
  - Village Hall
  - Bosque Farms Fire Department
- B. Necessary Equipment and Containers; Repair and Maintenance. Contractor shall provide an adequate number of vehicles to collect solid waste in accordance with the terms of this agreement. The vehicles shall be licensed in the State of New Mexico and shall be operated in compliance with all applicable state, federal and municipal regulations. The vehicles shall be manufactured and maintained to conform with the appropriate American National Standard Institute's standards. All vehicles and other equipment shall be kept in proper repair and sanitary condition. Each vehicle shall bear at a minimum the name and telephone number of the Contractor plainly visible on both sides of the vehicle. Each vehicle shall be uniquely numbered in numbers at least 3 inches high. Each vehicle shall have at least one broom and shovel to clean up solid waste that may be spilled or otherwise scattered during the process of collection. All vehicles shall be sufficiently secured and/or maintained so as to prevent any littering of solid waste.
  - (1) All trucks or other equipment used in collecting solid waste shall be reasonably cleaned and deodorized or maintained in a sanitary and non-offensive condition.
  - (2) The Contractor shall not transfer, sell, assign, lease, surrender, abandon, or permit to lapse its title or right of possession in and to any equipment necessary for the performance of this agreement,

- without replacing such property with property of comparable serviceability for use in performance of the work required. Any attempt to do so without permission of the Village shall constitute a material breach of the agreement.
- (3) The Contractor shall properly maintain all Contractor owned collection equipment, vehicles, and containers, and endeavor to keep the same serviceable. When they are no longer serviceable, such items of equipment should be replaced with property in proper operating condition.
- (4) The Contractor will perform all maintenance and repairs upon Contractor provided containers in order to keep them in proper operating order. The Contractor shall maintain, repair, or repaint a container upon the order of a code enforcement officer. The Contractor shall be entitled to seek restitution for all maintenance or repairs occasioned by the negligent or intentional acts of third parties, from such responsible third parties.
- (5) The Contractor may make private collections with the same vehicles used for collections under this agreement, provided that such use in no way impairs the delivery of service required under this agreement
- C. Inspection of Equipment. The Village shall have the right to inspect all vehicles, equipment and containers used by the Contractor in carrying out the requirements of this agreement upon reasonable notice. Contractor shall promptly perform all corrections of conditions found to be in violation of any Village Ordinances or state or federal laws.
- D. Supervision of Employees. Contractor shall:
  - (1) employ and retain supervisors and employees who are experienced and qualified to assure performance of this agreement;
  - (2) provide adequate operating and safety training for all of its employees and personnel;
  - (3) furnish, upon the request of the Village, information concerning the background and experience of any supervisor, agent or employee of the Contractor.
  - (4) require the appropriate field employees to wear a company uniform clearly labeled with the name of the company and employee. Such clothing will be as neat and clean as circumstances permit. Shirts will be required at all times;

- (5) allow the Village Clerk to make a complaint regarding any employee or agent of the Contractor who violates any provision hereof or who is wanton, negligent or discourteous in the performance of his or her duties, who is unnecessarily noisy or violates the motor vehicle code. Any disciplinary action suggested by the Village shall not be binding on the Contractor;
- (6) require that employees follow regular walkways for pedestrians while on private property; not trespass or loiter on private property; not cross property to adjoining property; and not meddle or tamper with property which does not or should not concern them;
- (7) require that each employee assigned to drive a vehicle, shall at all times carry a valid commercial driver's license (CDL) for the type of vehicle being driven and the contractor shall perform regular driving record checks yearly from the Department of Motor Vehicles to ensure unsafe drivers are removed from serving the Village;
- (8) assure that each employee that drives or operates vehicles or equipment is properly trained in the operation thereof.

#### 12. Performance.

- A. Collection and Disposal Performance Bond.
  - (1) Contractor shall furnish a performance bond in a form to be prescribed and approved by the Village, payable to the Village and conditioned upon the Contractor faithfully performing all of the collection and disposal requirements of this agreement. Said bond must be in the penal sum amount of fifty thousand dollars (\$50,000).
  - (2) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State of New Mexico. Attorneys- in-fact who sign performance bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or renewal of this agreement. the Contractor shall furnish a performance bond in the same amount, or subsequently negotiate an amount under the same terms as for the initial agreement. The original surety, however, is in no way obligated to extend or renew the bond.
  - (3) This agreement may be subject to termination by the Village at any time if said bond shall be canceled, or the surety thereon relieved

from liability for any reason. Notice of cancellation of the bond must be served upon the Contractor thirty (30) days prior to the effective date of said cancellation. The agreement will not be terminated if, within thirty (30) days of such notice, the Contractor files with the Village a similar bond to be effective for the balance of the contract period.

13. Right to Require Performance. The failure of either party at any time to require performance by the other party of any provisions of this agreement, will in no way affect the right of that party thereafter to enforce the same. No waiver of either party of any breach of any of the provisions hereof will be taken. or held to be a waiver of any succeeding breach of such provision, or as a waiver of any other provision.

#### 14. Fees

- A. Franchise Fee. In consideration of the Village granting the contractor its franchise, allowing the Contractor to use the Village's rights of way, and in exchange for all other valuable consideration, Contractor shall pay the Village a franchise fee, which shall be 4% of the amount reported by the Contractor as gross receipts as that term is defined under the Gross Receipts and Compensating Use Tax Act on all fees collected by the Contractor for services performed during the term of this Agreement. The franchise fee shall be paid on a quarterly basis by the last day of the first month of the subsequent quarter. The franchise fee shall not be in lieu of any state or federal fees, charges, or taxes. On September 1, 2026, the franchise fee shall be paid at 5%. On September 1, 2027, the franchise fee shall be paid at 6% while consumer rates are being collected or until a new or amended contract becomes effective. The franchise fee shall be enacted by ordinance adopting this Amendment and shall be effective as of the beginning of the term of this Amendment.
- **15. Books, Records; Access to, Reports.** The Contractor shall keep detailed, accurate and complete records such reasonable form as the Village may require. The Village has the right to inspect the same to show compliance with this agreement.
- 16. Assignment; Subcontract; Sublease. The rights authorized by this agreement are not assignable either voluntarily or by operation of law without the consent of the Village and such consent shall not be unreasonably withheld so long as Contractor assigns voluntarily to a parent, a subsidiary or other corporate affiliate. In the event that a receiver is appointed, an assignment for the benefit of creditors is made or the Contractor becomes insolvent or bankrupt, then the rights authorized hereby may be canceled or annulled, and the Village shall have the right to provide collection services or substitute another contractor in its place and stead in a manner provided by law immediately. Contractor shall not subcontract the work or business which it has contracted to perform, without the prior written consent of the Village. Contractor shall not sublease, assign or transfer any real or personal property or

other assets required to perform the provisions of this agreement, without the prior written consent of the Village.

- 17. Joint and Several Liability. If the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.
- 18. Hold Harmless and Indemnity Agreement. The Contractor shall hold harmless and indemnify the Village, its officers, employees, agents, and attorneys from all claims, liabilities, obligations, losses, and the like, asserted by any third parties arising from or caused by the Contractor's negligence, misrepresentation, fraud, or any other acts of professional malpractice. This indemnity and hold harmless agreement shall include e reimbursement of all attorney's fees, costs, and expenses incurred by the Village, its officers, employees, agents, and attorneys in defending any such action.
- 19. Insurance. The Contractor shall maintain in full force and effect throughout the term of this agreement and throughout any extension or renewal thereof, insurance in the minimum amounts described below. The Village shall be named as an additional insured on all insurance policies by endorsement, with the right to approve the specific endorsements for those policies prior to their execution. Employer's liability coverage will be required of the Contractor and any subcontractor for any class of employee engaged in work under this agreement that is not protected under the Workmen's Compensation Statute. All insurance will be by insurers acceptable to the Village and authorized to do business in the state of New Mexico, and who are rated A,A- (A.M. Best Ratings) or AA+/- (S&P). Coverage shall be on an occurrence basis. All insurance policies shall contain a waiver of subrogation against the Village. All insurance policies shall be primary. Coverage shall be on ISO coverage forms. Deductibles in excess of \$20,000 per claim may only be approved by the Village. Coverage shall be as broad as that provided in ISO CG 20 01 04 13. Self-insured retentions must be declared and approved by the Village. Automobile coverage shall be ISO Form CA 001 covering Code 1 (any auto) with the limits set forth below.

Fire and extended related coverage and liability insurance for all collection equipment and facilities shall also be provided. Prior to the effective date of this agreement. the Contractor shall furnish the Village with certificates of insurance or other satisfactory evidence that such insurance has been procured and is in force. Such policies shall not thereafter be canceled, permitted to expire, or changed without thirty (30) days advance written notice to the Village. The failure to have valid policies of insurance in full force and effect at any time during the term of this agreements shall constitute a material breach of this agreement.

<u>Coverage</u> <u>Minimum Limits of Liability</u>

Worker's Compensation

Statutory

Employer's Liability \$1,000,000 Each accident

General Liability:

Bodily Injury \$5,000,000 Each occurrence \$10,000,000 Aggregate

Property Damage \$2,000,000 Each occurrence \$10,000,000 Aggregate

Bodily Injury and Property Damage:

Each occurrence \$ 5,000,000

Automobile Liability: \$5,000,000 per accident

for bodily injury and property damage

- 20. Lawsuits/Litigation. The Contractor shall pay any judgment which may be obtained against the Village either alone or jointly with said Contractor, for injury or damage to persons or property by reason of the performance or nonperformance by the Contractor of the terms of this agreement, or in connection with the infringement by the Contractor of any patents. If the Village alone shall be sued for such injury or damage, Contractor shall be provided immediate written notice by the Village and Contractor shall tender the claim to the contractor's insurer and appear and defend such action.
- 21. Waivers. A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.
- 22. Grace Period. In the event that certain requirements contained herein cannot be immediately accomplished or performed by the Contractor upon the execution of this contract, or upon a later date as may be specified herein, and upon notice to the Village, it is agreed that there shall be a one (1) month grace period after written notice during which the Contractor shall make every effort to come into compliance. During this grace period. the Contractor shall not be in default and the Village agrees to take no action to terminate this agreement under the provisions herein, if in the determination of the Village the Contractor is making a good faith effort to come into compliance before the expiration of the grace period. The Village may extend the grace period for extraordinary circumstances beyond the control of the Contractor, when in the

best interest of the Village.

#### IV. ADMINISTRATIVE COMPLIANCE.

- Compliance with Law. In its performance of the terms and conditions of this agreement, the Contractor shall comply with all Village, state and federal laws, ordinances and regulations which are now, or which may hereafter regulate the activities which are the subject of this agreement. The Contractor shall keep informed of all existing and future laws, ordinances and regulations which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees. Contractor shall protect and indemnify the Village and all its officers, agents, and servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order and decree.
- Permits; Licenses; Taxes. The Contractor shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the Village or other public entities.
- **3. Status as Independent Contractor.** The parties acknowledge and agree that the Contractor shall carry out all the terms of this agreement as an independent Contractor and not as an agent, servant, employee or partner of the Village.
- 4. Training. Contractor shall avail itself and its employees of the training in solid waste management provided from time to time by the New Mexico Environment Department, or by any other recognized entity, and generally keep itself abreast of the advances being made in the field of solid waste disposal.

#### V. MUTUAL PROVISIONS.

- Rates Effective at the beginning of the term of the Agreement. The Contractor is authorized to charge reasonable rates for the service to be furnished under this agreement. "Effective at the beginning of the term of the Agreement rates set out on Attachment I for residential services commercial services and roll-off containers shall remain in effect until June 30, 2025."
- 2. Residential, Commercial, and/or Roll Off and Compactor Rate Changes.
  - A. Rate Adjustments.
    - Cost of living Increases. The Adjustment Date, Contractor's rates set forth in the Rate Schedule in Attachment 1, as adjusted hereunder, shall be at the option of the Contractor, adjusted as per the rate schedule in

Attachment 1 and annually by the percent change in the average of the Consumer Price Index specifically for the sub index of "Garbage and Trash Collection" only for the preceding September to September period. The rate increase will become effective on September 1<sup>st</sup> of such calendar year. At least thirty (30) days prior to the Adjustment Date, the Contractor shall notify the Village of the CPI adjustment to take effect on the Adjustment Date and shall provide the Village with its computations therefore which shall be verified. Adjustments to the Contractor's service rates shall be made in units of one cent (\$0.01). Fractions less than one cent (\$0.01) shall not be considered when making adjustments.

- a. Average CPI index adjustment to be based on the most previous year September to September period equals percent change for the next year.
- B. Petition for Unusual or Extraordinary Costs. The Contractor may petition the Village at any time for a rate adjustment on the basis of unusual changes in the cost of operations, such as new or revised laws, ordinances or regulations; changes in disposal fees, environmental costs, increases necessitated by force majeure events or for other good reasons, including excessive bad debt by customers. The Village shall have the right as a condition for negotiations or approval, to demand inspections by itself or authorized representatives or independent auditors of pertinent records or documents that demonstrate the need for an adjustment to the rates. The Village shall conclude all action within ninety (90) days. Failure to conclude action within 90 days may be deemed by the Contractor as an approval.

#### 3. Billing of Accounts; Basis and Method of Payment.

- A. Responsible Party. The owner or controlling party of the real property being served, or the owner's agent shall be the responsible party for billing purposes as provided under 13-5-19 of the Village Code. An owner of vacant land where there is no solid waste collection or disposal services are necessary shall not be required to establish an account with Contractor.
- B. Advanced Billing. Contractor may bill residential customers for service three months in advance.

#### 4. Collection and Enforcement.

A. Enforcement of the Solid Waste Ordinance. The Contractor shall notify the Village in writing of any customer delinquent over forty-five (45) days at which time Contractor shall have the option to suspend service until such time as the account is paid in full. **Commented [RV1]:** Section 13-5-19 of the BF Municipal Code states that service may not be suspended for delinquent accounts. I recommend revising that language to align with the Agreement, as service suspension is the most successful method of recovering past due payments.

- B. Petition for an Adjustment to Rates. The Contractor, after due diligence to collect delinquent accounts, may petition for an adjustment to rates because of an increase in the amount of bad debts, pursuant to the Petition for Unusual or Extraordinary Costs section of this agreement.
- 5. Complaints Procedure/Process. The Contractor shall employ a sufficient number of personnel to answer and respond to all complaints from the public concerning service of the Contractor. Contractor shall equip the office with a telephone system, which shall include an automatic telephone answering device or service for receiving complaints of the public during non-business hours. Contractor shall also keep a telephone listing in the telephone directory or website. All complaints shall be promptly investigated as soon as possible, in any event within one (1) business day and resolved as quickly as feasible. Contractor shall have available at all times competent personnel who shall have authority to represent the Contractor.
- 6. Title to Solid Waste and Recyclable Materials. Title to all solid waste and recyclable materials shall be vested in the Contractor upon being placed in the Contractor's vehicle. 100% of the revenue received, if any, shall remain solely with the Contractor.
- 7. Change of Ownership; Sale of Assets; Notice. In the event that the Contractors' business assets are sold, the Village maintains the right to hold the original owner solely or jointly liable. If, however the Village determines that the new ownership or management can adequately and faithfully render the services called for in this agreement for the remaining term of the agreement-, then the Village may elect to execute a novation allowing the new owner to assume the rights and duties of this agreement. Such novation shall not release the previous owner of any obligation and liability.
- 8. Public Rights-of-Way; Use. The Contractor shall have the right to use any and all streets, alleys, bridges and other public rights-of-way within the Village, for the purpose of providing its services and performance under this agreement. Such rights shall be subject to all other regulations, laws or requirements of the Village, state or federal government. The Village shall exempt Contractor's collection vehicles from any Village imposed weight limit on a Village street when said vehicle is on a collection route.
- 9. Conflict of Interest. The Contractor warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of services required under this Agreement.
- 10. Bankruptcy; Assignment; Trustee. Contractor's insolvency, or voluntary or Involuntary bankruptcy shall not constitute prospective unwillingness or inability to perform, or a repudiation of this agreement by the Contractor. However, Contractor

must provide written, timely and adequate assurance and commitment of its ability to perform. Without such assurances, the Village may suspend the terms of this agreement and may terminate the exclusive franchise granted hereunder. If the Contractor fails to provide adequate assurance and commitment, the Village may also terminate this agreement with thirty (30) days written notice. Assumption of this agreement and the underlying franchise by any of the Contractor's trustees or receivers, shall be deemed to give rise to a reasonable sense of insecurity. However, the Village shall not be bound to the terms of this agreement in the event of the filing of any bankruptcy, or by the insolvent Contractors trustee or receiver. In such event, the Village retains and shall exercise all rights and remedies available at law and equity.

- 11. Force Majeure; Default; Breach; Termination. With the exception of the obligation to pay for services previously rendered, the performance of this agreement may be suspended, and the obligations may be excused, in the event and during the period that such performance is reasonably prevented by a cause or causes beyond the reasonable control of a party. Such causes shall include but not be limited to acts of God acts of war, riot, major fire, explosion, catastrophic accidents, floods or sabotage, strikes or labor disturbances, or other similar acts.
  - A. In the event Contractor materially defaults in the performance of any of the material terms of this agreement, the Village shall notify Contractor In writing of the nature of such default.
  - B. Within thirty (30) days following such notice, the Contractor shall correct the default or:
    - In the event of a default not capable of being corrected within said period, Contractor shall commence correcting the default at the earliest practical date, utilizing all due diligence and request an extension of time from the Village.
    - 2. If Contractor fails to correct the default within the time periods provided above, the Village without further notice shall have all rights and remedies provided by law and equity including, but not limited to, the following rights and remedies which may be exercised singly or In any combination:
      - a. The right to declare this agreement, together with the exclusive franchise granted hereunder. terminated effective upon such date as the Village shall designate; and
      - b. The right to license others to perform the services otherwise to be performed by the Contractor, or to perform such services Itself.
- 12. Bond/Notes; Contractor's Indebtedness. This agreement, and the underlying

exclusive franchise, does not authorize the Contractor to Incur Indebtedness or liability on behalf of or payable by the Village. All expenses incurred and necessary in carrying out the provisions of this agreement shall be payable solely from Contractor's resources. By this agreement, the Village does not assume any debts, or pledge a faith and credit or taxing power for the repayment of any Contractors' debt. Contractor shall have no right to have taxes levied, or the taxing authority of the Village utilized, for the payment of any of Contractor's debts.

#### VI. MISCELLANEOUS PROVISIONS.

- **1. Effective Date.** The effective date of this Agreement for the purposes of performance and rates and compensation shall be September 1, 2025.
- Publication and Related Costs. Contractor shall bear the cost of all necessary publication and related costs.
- 3. Notices; Points of Contact. All notices or other communications to be given hereunder, shall be in writing and shall be deemed given when mailed by registered or certified United States mail:

Municipality: The Office of the Village Clerk

Village of Bosque Farms

P.O. Box 660 Peralta, NM 87042

Contractor: Universal Waste Systems Inc.

Attn: Matt Blackburn 5520 Broadway Blvd SE Albuquerque, NM 87105

Any change of address by either party shall be by notice given to the other in the same manner as specified herein.

4. Discriminatory Practices Prohibited. The Contractor agrees to abide by all federal and state laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico pertaining to equal employment opportunity. In accordance with all such laws, rules, and regulations, and executive orders of the Governor of the State of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, sexual preference, age, ancestry, disability or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the Contractor under this Agreement. If the Contractor is found to be in violation of these requirements during the term of this Agreement, the Contractor agrees to take appropriate steps to correct the deficiencies.

- 5. Applicable Law. This agreement will be governed by the laws of the State of New Mexico both as to interpretation and performance and the proper Venue for any action shall be the Thirteenth Judicial District Court, Valencia County New Mexico.
- 6. Merger of Agreements. This agreement constitutes the entire agreement and understanding between the parties hereto, and it will not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 7. Reservation. This agreement Is subject to the reasonable limitations now or hereafter provided by law. The Village reserves the right under its police power to alter and amend related ordinances or codes in any manner necessary for the safety and welfare of the public. This agreement is subject to the provisions of the constitution and laws of the State of New Mexico and all complementary ordinances enacted by the Village.
- 8. Incorporation into Ordinance. This Franchise Agreement shall be incorporated as part of an Ordinance granting a franchise to the Contractor. As a condition of this Agreement, Contractor shall provide a written acceptance of the provisions of the said franchise ordinance on such form as the Village may provide. In the event that Contractor fails to provide said written acceptance within 30 days following the adoption of said ordinance, the Village may declare this franchise agreement to be null and void, and the Contractor shall be required to refund all fees collected to date to customers for which services have not been provided.
- 9. Status of Contractor. The Contractor and any approved Subcontractors are independent contractors performing professional services for the Village and are not employees of the Village. The Contractor and Subcontractors shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village by virtue of this Agreement.
- Notice. The New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

#### ATTACHMENT I

#### RESIDENTIAL FEE SCHEDULE

CONTAINER	FREQUENCY OF SERVICE	MONTHLY BASE PRICE EXCLUDING APPLICABLE TAXES AND FRANCHISE FEE
96 Gallon Polycart – 15% Indigent 1 Discount*	Weekly	\$14.53
96 Gallon Polycart – 10% Veterans', Senior Citizen, Indigent 2* Discount	Weekly	\$15.39
96 Gallon Polycart – Regular Price	Weekly	\$17.10
Additional Polycart(s)	Weekly	\$6.00
Recycling Cart (Monthly)	Monthly	\$6.00

<sup>\*</sup> The 15% Indigent 1 Discount is available to customers with a documented income that does not exceed 100% of the Federal Poverty Guidelines as published annually by the U.S. Department of Health and Human Services. The 10% Indigent 2 Discount is available to customers with a documented income that does not exceed 133% % of the Federal Poverty Guidelines as published annually by the U.S. Department of Health and Human Services.

#### **COMMERCIAL FEE SCHEDULE**

	CONTAINER	FREQUENCY OF SERVICE*	MONTHLY BASE PRICE EXCLUDING APPLICABLE TAXES AND FRANCHISE FEE
96 Gallon Polycart		Weekly	\$17.10
2 Yard Dumpster		Weekly	\$75.63
4 Yard Dumpster		Weekly	\$111.05
6 Yard Dumpster		Weekly	\$141.06
8 Yard Dumpster		Weekly	\$189.69

<sup>\*</sup>Prices based upon weekly service. Additional weekly collections will be multiplied by the base rate.

#### ROLL-OFF CONTAINER FEE SCHEDULE

CONTAINER	FREQUENCY OF SERVICE	PRICE EXCLUDING APPLICABLE TAXES AND FRANCHISE FEE
10 Yard Roll Off* 2 ton allowance	On Call	\$380.00
15 Yard Roll Off* 2 ton allowance	On Call	\$380.00
20 Yard Roll Off* 2 ton allowance	On Call	\$395.00
30 Yard Roll Off* 3 ton allowance	On Call	\$445.00
40 Yard Roll Off* 4 ton allowance	On Call	\$500.00

<sup>\*</sup>Tonnage over allowance will be charged at \$50 per ton.

#### **Annual CPI Price Adjustments**

2026	2027	2028	2029
Residential Base Cart;	Residential Base Cart;	Residential Base Cart;	Full CPI
\$1 plus CPI	\$1 plus CPI	\$1 plus CPI	
Addl Cart/Recy; Full CPI	Addl Cart/Recy; Full CPI	Addl Cart/Recy; Full CPI	
Commercial: Full CPI	Commercial: Full CPI	Commercial: Full CPI	Full CPI
Roll Off: Full CPI	Roll Off: Full CPI	Roll Off: Full CPI	Full CPI

### SOLID WASTE COLLECTION SERVICES AGREEMENT SIGNATURE PAGE

#### UNIVERAL WASTE SYSTEMS, INC.

Authorized Representative	<del></del>	
Date:	_	
	VILLAGE OF BOSQU	IE FARMS
	Chris Gillespie, I	
Ronita Wood, Mayor Pro-Tem	 N	Aichael Cheromiah, Councilor
Erica DeSmet, Councilor	 T	im Baughman, Councilor
ATTEST:		
 Municipal Clerk		
Date	\	

#### INTERGOVERNMENTAL AGREEMENT

# TO PROVIDE GIS ADDRESSING AND GIS E-911 SERVICES FOR THE VILLAGE OF BOSQUE FARMS BETWEEN THE COUNTY OF VALENCIA AND THE VILLAGE OF BOSQUE FARMS

**THIS AGREEMENT** is entered into by and between the County of Valencia and The Village of Bosque Farms referred to collectively as the ("parties")

#### I. RECITALS

WHEREAS, the County of Valencia and the Village of Bosque Farms are a bodies corporate and politic existing by and under the Constitution and Laws of the State of New Mexico; and,

WHEREAS, the administration of an accurate and Geographical Information Systems (GIS) addressing system is necessary for the operation of emergency services: and,

**WHEREAS**, the County of Valencia administers a GIS Rural Addressing system, which included, software, hardware and employees; and,

WHEREAS, Village of Bosque Farms currently does not have a GIS system; and,

WHEREAS, the State of New Mexico 9-1-1 Rules and Regulations require that the 9-1-1 Databases, including the Master Street Address Guide (MSAG) and Automatic Location Identifier (ALI) be maintained at each Public Safety Answering Point (PSAP) at a 96% or higher accuracy rate; and,

**WHEREAS**, the County and the Village of Bosque Farms have agreed to share resources in order to protect the citizens of the County by insuring that the citizens of Bosque Farms are able to be Served by emergency services.

NOW THEREFORE the parties hereby agree as follows:

#### II. AUTHORITY

Is the power to "protect generally the property of its municipality and its inhabitants" and to "preserve peace and order" and "provide for the safety, preserve the health, promote the prosperity and improve the morals, order, comfort and convenience of its "inhabitant" See NMSA 1978, 3-18-1 (1972) and NMSA 1978, 4-37-1 (1995)

#### III. SCOPE OF DUTIES

#### THE COUNTY SHALL

1. Keep the Village of Bosque Farms E-911 road centerline file up to date for use by the Valencia Regional Emergency Call Center for dispatch of Emergency Responders.

- 2. Maintain the Village's Master Street Atlas Guide which includes:
  - a) Plotting or GPS any new roads in the GIS centerline road file and entering this information into the E-911 System.
  - b) Making any corrections to the E-911 address records as necessary with the approval of the Village of Bosque Farms, Village Clerk
  - c) Making the necessary corrections to the address road ranges in the GIS Systems as determined by the Village of Bosque Farms, Village Clerk
  - d) plotting any new address as assigned for the Village of Bosque Farms, into the GIS system.
  - e) Correcting any spatial errors that may exist based on monthly error reports received from Contact One and Motorola or the DFA E-911 Program Director.
  - f) Providing for accuracy of GIS and GPS data for Wireless E-911 calls.
  - g) Provide one (1) annual road and boundary map to the Village of Bosque Farms
  - h) Shall provide the following GIS LAYERS for operation of the CAD system At VRECC.
    - 1. Police Layer for dispatch of police and secondary responders.)
    - 2. Fire Department Layer: (for dispatch of Village's Fire department and Rescue Units and secondary responders.
    - 3. EMS Layer: (for dispatch of Emergency Medical Units.)
    - 4. Common place Layer: (landmarks within the Village's Boundaries.
- 3. The parties agree that the service components of this Agreement include:
  - a) XX number of address points
  - b) XX number of roads segments
  - c) A requirement for Phase III cell phone implementation
  - d) Work towards migration to the Next Generation 911 system

#### THE VILLAGE SHALL

- 1. Pay the County a flat rate of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for the first year of the agreement. The first year's payment shall be due no later than **September 1, 2025**.
- 2. Thereafter the Village shall pay the County at the following rate upon receipt of a detailed monthly statement of accounting for services performed subject to review and approval of the Village Clerk:
  - a. \$30 per E-911 address and telephone correction in the system
  - b. \$30 per new address point entered into the GIS layer
  - c. \$50 per new road entered into the GIS layer and E-911 system
- 2. Provide to the County's Rural Addressor updated GIS Addressing and MSAG Database information on a timely basis.
- 3. Work towards maintaining the MSAG at a 96% accuracy rate.
- 4. Provide to the County's Rural Addresser the point of contact (name, address, phone, fax, email) for GIS, PSAP and any other personnel handling MSAG Updates.
- 5. Sign a non-disclosure agreement as needed.
- 6. The Village understands and acknowledges that E-911 is an evolving Technology which cannot be measured.

#### IV. TERM

This Agreement becomes effective upon signature by all parties hereto and shall remain in effect for three (3) years or until it is terminated pursuant to the terms of this Agreement.

#### V. PROPERTY

No property shall be acquired as a result of this Agreement and the disposition of records Generated by performance of this agreement Shall be decided by the parties upon termination.

#### VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

Each party shall be strictly accountable for all receipts and disbursements under this agreement.

#### VII. AMENDMENT

This Agreement shall not be altered, modified, or amended except by an instrument in writing executed by both parties hereto.

#### VIII. ASSIGNMENT

This Agreement may not be assigned by either party hereto without the advance written consent of the other party, which consent may be withheld at the other party's sole and absolute discretion.

#### **VIIII. GOVERNING LAW**

This Agreement and rights of the parties hereto shall be governed by and construed in accordance with **the** Laws of the State of New Mexico.

#### X. SEVERABILITY

If any provision of this Agreement, or the application of such provisions to any person or circumstance shall be held invalid or unenforceable by a competent jurisdiction, the remainder of this Agreement, or the application of its provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby and the remainder of this Agreement can be performed in substantial accordance with the original intent of the parties hereto.

#### XI. INTEGRATION OF AGREEMENT

This Agreement incorporates all of the agreements and understandings between the parties hereto concerning the subject matter hereof, and all such agreements and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents are valid or enforceable unless embodied in this Agreement.

#### XII. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agent or employees in the performance of this Agreement, subject in all cases to the immunities and limitation of New Mexico Tort Claims Act (NMSA 1978 Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claim Act, do not waive sovereign immunity, and do not waive any defense

limitations of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of The New Mexico Tort Claims Act.

#### XIII. PRIVILEGES, EXEMPTIONS, AND IMMUNITIES

All privileges and immunities from liability, exemptions from laws, ordinances, and rules, which apply to the activity of officers, agents, or employees of any signatory public agency when performing their respective functions within the territorial limits of their respective public agencies, shall apply to them to the same extent while engaged in the performance of any of their functions and duties under the provisions of the Agreement.

#### XIV. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon ninety (90) days written notice\_delivered to the other.

#### XV. CONTACT AND NOTICES

The parties, may from time to time, change their contact person and shall provide prompt notice of such change to the other party. Any notice required under this Agreement shall be deemed given and delivered to, and received by, the receiving party three (3) days after deposit in the U.S. mail, certified mail, return receipt requested, postage prepaid, addressed to the receiving party at the mailing address set forth below:

Valencia County contact person name and mailing address: Valencia County Rural Addressor-GIS Coordinator P.O. Box 1119 Los Lunas, NM 8703 1 Telephone No: (505) 866-205 1

Village of Bosque Farms P.O. Box 660 Bosque Farms, NM 87042 Telephone No: (505) 869-3342

#### XVI. SURPLUS FUNDS

After completion of the Agreements purpose, any surplus money on hand shall be returned in proportion to the contributions made.

#### XVII. <u>APPROPRIATIONS</u>

Performance under this agreement is contingent upon sufficient authority and appropriations. **IN WITNESS WHEREOF**, the parties have executed this Agreement which becomes effective as of the date of approval by all parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement which becomes effective as of the date of approval by all parties.

#### BOARD OF COUNTY COMMISSIONERS OF VALENCIA COUNTY OF VALENCIA

**APPROVED, ADOPTED, AND PASSED** on this \_\_\_\_\_ day of August 2025.

Gerard Saiz	Troy Richardson
Chairman, District I	Vice-Chairman, District II
Morris Sparkman	Joseph Bizzell
Commissioner, District III	Commissioner, District IV
	Dante Berry
Attest:	Commissioner, District V
Mike Milam, County Clerk	-
VILI	LAGE OF BOSQUE FARMS
Chris Gillespie, Mayor Attest:	Date
Michael Angelo Limon, Clerk/ Administrator	

#### **Shaline Lopez**

From: Charles Scoggin <charlie@scogginmechii.com>

**Sent:** Friday, June 27, 2025 12:07 PM

To: Michael Limón

**Cc:** Shaline Lopez; Annie Scoggin

**Subject:** Village of BF Planning & Zoning, Portion of 2475 Cole Rd annexing & widening

June 27, 2025

Village of Bosque Farms Clerk Michael Limon

Subject: Planning and Zoning agenda July 1st, 2025

Property owners at 2475 Cole Road would like the Village of Bosque Farms to annex in the now available 30'ft wide road in front of the 2475 Cole Road address.

This is approximately 240'ft of existing 20'ft. roadway established and private; with an additional 10'ft adjacent on the west side.

Reason: This is a progressive measure for the betterment of the Village of Bosque Farms and permanently establish better access for Fire Apparatus, maintenance and better turning access to Green Road.

Charlie and Annie Scoggin are making this additional 10' ft of roadway available to the Village of Bosque Farms and no cost.

There are currently 2 power poles that need to be relocated 10' feet to the west. PNM will be upgrading transformer and replace the north most pole in mid August. It would be nice if PNM could consolidate the work of relocation at the same time. This would require the Village to notify PNM and request the relocation of the 2 power poles due to new road access.

Thank you in advance for your consideration and positive recommendation to the Council.

Charles and Annie Scoggin

<u>charlie@scogginmechii.com</u> Cell 505-263-0047

#### **VILLAGE OF BOSQUE FARMS**

1455 West Bosque Loop Bosque Farms, NM 87068 (505) 869-2358 – Phone PO Box 660 Peralta, NM 87042 (505) 869-3342 - Fax

#### **VARIANCE APPLICATION**

As Per Ordinance 10-1-16

**Instructions:** Submit this form with the applicable administrative fee along with any additional information to the Village Planning & Zoning Administrator/Officer at least twenty (20) days prior to the scheduled Planning & Zoning meeting.

Applicant  If applicant is not the property owner, a notarized statement from the propert owner must accompany this application.  Mailing Address  Address of the  Proposed Variance  John Padilla  If applicant is not the property owner, a notarized statement from the propert owner must accompany this application.  1775 Pearl Loop  9 foot fence height request for privacy of home.	
Mailing Address 1775 Pearl Loop Address of the	
Address of the	
Proposed Variance 9 foot fence height request for privacy of home.	
Telephone Day <u>505-916-7010</u> Evening	
Agent/Representative	
(if applicable) Jason Vigil	
Address PO Box 1784 Los Lunas - New Mexico	
Telephone Day <u>505-379-5547</u> Evening	
Zoning of Property Residential	
Directions to	
Property	
Reason for the	
Proposed Variance Protection and Privacy of home	
(be specific)	
I DO HEREBY CERTIFY that the statements I have made on this Application are true ar	Ч
correct to the best of my knowledge.	u
correct to the best of my knowledge.	
Applicant(s)' Signature John L. Padilla Date 6-23-25	
SUBSCRIBED AND SWORN TO before me	
My Commission Expires	
•	
Notary Public	

	Chairman, Planning & Zoning Commission
Date of Governing Body Public Hearing	
Governing Body Decision	
Restrictions (if applicable)	
	Mayor, Village of Bosque Farms



Michael Angelo Limon Clerk Administrator clerkadmin@bosquefarmsnm.gov Fermin Otero Code Enforcement

#### GENERAL PROVISION OF THE FLOODPLAIN DEVELOPMENT PERMIT TERMS

- No work may start until a permit has been issued.
- The permit may be revoked if:
  - a. Any false statements are made herein.
  - b. The effective Flood Insurance Rate Map has been revised.
  - c. The work is not done in accordance with the Floodplain Damage Prevention Ordinance of the presiding jurisdiction or other local, state, and federal regulatory requirements.
  - d. The work is different than what is described and submitted to the community as part of the Floodplain Development Permit application.
- If revoked, all work must cease until permit is reissued.
  - a. If the permit cannot be reissued, applicant acknowledges that they will be responsible to correct the issue which may require removal of any development that may have occurred.
- Development shall not be used or occupied until the project has received final inspection, a final elevation and approval by the community.
- The permit will expire if no work has commenced within 3 months of issuance and by the expiration date noted on the permit.
- Applicant is hereby informed that other permits may be required to fulfill local, state and federal regulatory requirements and acknowledges that it is their responsibility to ensure that all necessary permits are obtained.
  - a. This includes but is not limited to documentation showing compliance with the endangered species act.
- Applicant hereby gives consent to the local Floodplain Administrator and his/her representative (including state and federal agencies) to make reasonable inspections required to verify compliance.
- Applicant acknowledges, that the project will be designed to minimize any potential drainage onto surrounding properties and will be responsible for any drainage issues that may arise.
- I, the applicant certify that all statements herein and in attachments to this application are, to the
  best of my knowledge, true and accurate. Furthermore, I have read and understand the relevant
  Floodplain Damage Prevention Ordinance for my community and will adhere to the ordinance and
  will or have already obtained all necessary state, federal and local permits for the proposed
  development.

APPLICANTS NAME: JOhn. L. PASIIIA	
APPLICANTS SIGNATURE:	
Al Tour	DATE: 5-9-25

OWNER INFORMATION



Michael Angelo Limon Clerk Administrator clerkadmin@bosquefarmsnm.gov Fermin Otero Code Enforcement

CONTRACTOR/DEVELOPER INFORMATION

\*PLEASE NOTE ALL CONTRACTORS MUST BE LICENSED FROM THE STATE AND REGISTERED WITH THE VILLAGE.

Signe ?	STATE:	I.m ZIP CO	DDE: 87068	LOS Zuna	S STATE: L	u 21P COPE 7031	
Ses-	916-7010	TELEPHONE:	916.7010	TELEPHONE: 505 - 379 -	-5547	TELEPHONE: SOS-379-554	
CONTACT NA	Joh)	U Pa	Jii n	CONTACT NAME	Ja Sor	· Visit	
EMERGENCY	TELEPHONE:	Ame		EMERGENCY TELE	PHONE.	4ml	
EMAIL:	1 - 0			EMAIL:			
Juna.	ertpo	Gmer	L. Com	Jasonb	UL(de)S	34 0 Yaheu.	
CONTRACTO	R/ DEVELOPE	RINFORMAT	TION				
OWNER:				OWNER:			
ADDRESS:				ADDRESS:			
CITY:	STATE:	ZIP	CODE:	CITY:	STATE:	ZIP CODE:	
TELEPHONE:		TELEPHONE:		TELEPHONE:		TELEPHONE:	
CONTACT NA	ME:		<u>.                                    </u>	CONTACT NAME:		<del></del> -	
EMERGENCY	TELEPHONE:			EMERGENCY TELE	PHONE:		
EMAIL:				EMAIL:			
PROJECT OV		<del>. D.</del>	11	2		4/44 \$ 701	
LEGAL DESCR		2 Lea	Education of	Distue	taru	N.M. 8701	
DETAILED DES	CRIPTION OF PRO	DECT	<del></del>	Ce Cate we	Pw C		
KABC	ce wo	00 6-4	res with	a metal	, 20.00	ay fence	
ESTIMATED C	OST OF PROJECT:	5 65	200				
	, within or conne		<u> </u>	1/14			
	F EXISTING STRUC		SOURCE OF EVALU	JATION:	WHEN TH	E EXISTING STRUCTURE WAS BUILT	

addition, remodel or alteration, the entire structure must be treated as a substantially improved structure and is required to comply with the relevant Floodplain Damage Prevention Ordinance. A relocated structure, including mobile homes, manufactured homes or

cabins, must be treated as a new construction.



Michael Angelo Limon Clerk Administrator clerkadmin@bosquefarmsnm.gov Fermin Otero Code Enforcement

CHA	ANNEL IMPROVEMENTS	STR	UCTURAL DEVELOPM	IENT	MIS	CELLANEOUS	TYP	E
	Bank Stabilization	☐ New Construction				Bridge		Temporary
	Grade Control		Residential Building			Culvert		Permanent
	Drop Structure		Non-Residential			Demolition		Rehabilitation
	Outfall		Manufactured Home	e		Fence		Emergency
	Fill		Rehabilitation (>50%	6)		Grading/Parking		Repair Maintenance
	Other		Substantial Improve (>50%) Other			Other		Other
Floor	d Hazard Data (TO BE COMP	ETE.	D BY FLOODPLAIN AD	MINSTRA	TOR)			
ls p	roperty in a flood hazard are	a?		Firm for p	orop	erty:		
Spe	cial Flood hazard area?			Elevation	cer	rificate?		
	veyor:				vation and post elevation required?			
$\overline{}$	od map number: dplain Development Permit	Cha	-lelian	Other:				
The following documents may be required at the desecration of the approving community official:  Tax assessor map  Maps and/or plans showing the location, scope and extent of development.  Floodproofing Certificate: Certificate and supporting documentation used to provide the certification.  Documentation showing compliance with the Endangered Species Act  No-Rise Certificate: Certificate and supporting documentation used to provide the certification.  Elevation Certificate.  Constructional Drawing.  Building Under Construction.  Finished Construction.								
	☐ Grading Plans.☐ Detailed Hydraulic and hydrology model for development in a Zone A.							
_	☐ Conditional Letter of Map Revision (CLOMR).							
_								
_								
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	Manufactured home anchoring certificate: Certificate and supporting documentation used to provide the certification.							
	Other documents deemed i	iece	ssary					



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Permit Action		
Permit Approved: The information compliance with the approved floodpl		oject was reviewed and is in
		for the proposed project was reviewed. anditions must be met. These restrictions
☐ <b>Permit Denied:</b> The proposed (Explanation below).	project does not meet approved flo	odplain management standards.
☐ Variance Granted: A variance	was granted from the base (1%) flo	od elevation established by FEMA
consistent with variance requirements	s of Title 44 of the Code of Federal F	segulations Part 60.6 (Variance Action
documentation is on file).		
SIGNATARY OFFICIAL:	h	
PRINT NAME AND TITLE OF COMMUNITY	/ OFFICIAL	
DATE:	PERMIT NUMBER:	PERMIT EXPIRES:
5/12/25	25-0023	MA
CONDITIONS/RESTRICTIONS/DENIAL:		
	TERRES	

REASONS FOR DENIAL OF PERMIT: FORM NOT COMPLETELY FILLED OUT, REQUIRED DOCUMENTS NOT SUBMITTED, FUNDS NOT SUBMITTED WITH DOCUMENTS, ALL CONTRACTORS NOT REGISTEREED WITH THE VILLAGE, OMISIONS OR FALSE STATEMENTS ON DOCUMENT.



Michal Angelo Limon Clerk Administrator clerkadmin@bosquefarmsnm.gov Fermin Otero Code Enforcement

## Required Documents to be submitted with Developmental Review Applications:

Home/accessory structure:
Development review form (filled out completely).
Plans showing the location, details, and extent of development.
Plat Map.
Floodproofing Certificate (if classified as an accessory structure).
Elevation Certificate (Before and after construction, Bosque Farms requires 6" of freeboard).
Contractor information (all contractors must be registered with the Village of Bosque Farms).
Deed of ownership for property.
Manufactured Home (all the above and):
Manufactured home anchoring details.
Compliance with venting requirements.
Foundation details/plans.
Documents needed for an address assignment:
Plat map
Letter signed by the owner requesting and address assignment.
Deed of ownership
Others:
<ul> <li>Sheds/connex boxes and other structures will be handled on a case-by-case basis.</li> </ul>
<ul> <li>Commercial properties will be handled on a case-by-case basis.</li> </ul>
No permit will be issued if the property has an existing violation.
<ul> <li>All submissions are final, no changes will be accepted.</li> </ul>
Fees:
Payment schedule for fees (only accepting cash, check or money order):
\$35 Developmental Review/Building Permit
\$35 Flood Review

\$30 Address Assignment

Customer: John Padilla

Job Address: 1775 Pearl Loop bosque farm

JOB DESCRIPTION: 140 l.f. fence	Materials & Labor
Removal of 140 l.f. existing wood fence on west side of property.  1. Removal will start with 60 ft of fence and replaced with 4in square tubing set 3ft in ground with concrete, metal c purlins will be installed to tubing. A 2in x 4in cattle panel will be installed on the bottom purlin and buried so animals cannot dig under.  9ft 9in ash gray metal panels will be installed on this 60 ft portion of fence.	
2. The remaining 80 ft of fence will also be removed and replaced with 4in square tubing set 2ft 6in in ground with concrete. Metal c purlins will be installed and 5ft 9in ash gray panels will be installed.	
materials labor	\$4179.78 \$1770.22
Total amount Upon approval of quote materials total will be due. Labor total will be due upon completion.	\$ 5950.00

If you have any questions, please feel free to contact me at any time.

Thank you for your time and consideration.



Valencia County Assessor's Office

▼ 1775 PEARL LOOP

X

