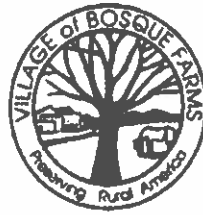


P.O. Box 660
Peralta, NM 87042
(505) 869-2358
(505) 869-3342 Fax



Mayor Chris Gillespie

VILLAGE OF BOSQUE FARMS

1455 West Bosque Loop • Bosque Farms, NM 87068

AGENDA



**THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS WILL HOLD ITS
REGULAR MEETING ON THURSDAY, DECEMBER 18th, 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, PURSUANT TO
PERSONNEL MATTERS REGARDING THE TERMINATION OF A POLICE
OFFICER**
- 4. FORMAL RECTIFICATION OF THE NEW MEXICO DEPARTMENT OF
JUSTICE OPEN MEETING ACT VIOLATION ATTORNEY MARK JARMIE**
- 5. COUNCIL TO REVIEW AND TAKE ACTION ON PREVIOUS MINUTES**
November 20, 2025, Regular Meeting Minutes
- 6. PRESENTATIONS**
BFPD Toy Drive
- 7. DEPARTMENTAL REPORTS**
- 8. MAYOR & COUNCIL REPORTS**
- 9. COUNCIL TO REVIEW AND TAKE ACTION ON TREASURER'S REPORT**
- 10. PUBLIC COMMENT FOR NON-AGENDA ITEMS**
(Comments are limited to 1 ½ Minutes, time cannot be distributed to peers in attendance)
- 11. CONSIDERATION AND TAKE ACTION ON RESOLUTION 1080-25 ADOPTING
COMCAST FRANCHISE AGREEMENT**

"PRESERVING RURAL AMERICA"

12. DISCUSSION OF MINOR SUBDIVISION REQUESTED BY MARK PODEYN (FROM 1 PARCEL TO 2) OF LANDS OF BOGGESS TRACT: 3C1 S: 1 T: 7N R: 2E 4.25 ACRES LOCATED TO THE WEST OF 1210 BOSQUE FARMS BLVD AND IMMEDIATELY EAST OF BOSQUE FARMS BLVD.

13. COUNCIL TO REVIEW AND HAVE ADDITIONAL DISCUSSION ON ANNEXATION REQUEST BY THE TOWN OF PERALTA

14. CONSIDERATION OF TERMINATION OF A POLICE OFFICER

TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS VILLAGE COUNCIL WILL BE HELD ON THURSDAY, JANUARY 15TH, 2026.

ADJOURNMENT

Agenda Posted on December 12, 2025


Erica A. Martinez, Clerk/Administrator

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) 869-2358 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.

“PRESERVING RURAL AMERICA”



**New Mexico
Department
of Justice**

November 21, 2025

VIA ELECTRONIC MAIL ONLY:

Village of Bosque Farms
Mayor Chris Gillespie
mayor@bosquefarmsnm.gov

Councilor Tim Baughman
t.baughman@bosquefarmsnm.gov

Councilor Michael Cheromiah
m.cheromiah@bosquefarmsnm.gov

Councilor Erica DeSmet
e.desmet@bosquefarmsnm.gov

Councilor Ronita Wood
r.wood@bosquefarmsnm.gov

Mark Jarmie, Village Attorney
mjarmie@jarmielaw.com

Re: Open Meetings Act Violation

Dear Village of Bosque Farms Mayor, Councilors, and Mr. Jarmie:

On behalf of the New Mexico Department of Justice's ("NMDOJ") Government Counsel and Accountability Bureau ("GCA"), I attended and observed the November 20, 2025, Village of Bosque Farms ("Village") Council Meeting. During this meeting, Village Council and Mayor entered into a closed session to discuss "personnel matters regarding the termination of a police officer." Our agency determines the Village Council violated the Open Meetings Act ("OMA"), NMSA 1978, §§ 10-15-1 to -4 (1953, as amended through 2013) when it entered into a closed session.

OMA provides an exemption for discussions of limited personnel matters from occurring in an open meeting. *See* § 10-15-1(H)(2). "Limited personnel matters" is defined as "the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee." *Id.* Although, any final action shall take place in an open meeting. *Id.*

When a public body enters into a closed meeting, the following procedures shall be followed: (1) the closure "shall be approved by a majority vote of the quorum of the public body;" (2) "the

authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion calling for the vote on a closed meeting;" (3) "the vote shall take place in an open meeting;" and (4) "the vote of each individual member shall be recorded in the minutes." § 10-15-1(I)(1). After the closed meeting, (5) the minutes "shall state that the matters discussed in the closed meeting were limited only to those specified in the motion for closure;" and (6) the public body is required to approve this statement as a part of the minutes. § 10-15-1(J).

The agenda for the November 20, 2025, Village Council meeting, included an item for "executive session pursuant to 10-15-(2) NMSA, 1978, pursuant to personnel matters regarding the termination of a police officer." At the meeting, a motion to enter into executive session, or a closed meeting, was made and approved by a majority vote of the quorum. The motion was general in nature and did not include the authority for the closure nor the subject to be discussed. There was a roll call vote on the motion to enter into a closed session that properly took place in the open meeting. Following the closed session, Village Attorney, Mark Jarmie, stated that the meeting was closed pursuant to Section 10-15-1(H)(2) but did not provide any other statements. The Village Council did not take any final action on this item in the open meeting.

We conclude that the discussion on "personnel matters regarding the termination of a police officer" qualifies for a closed meeting under Section 10-15-1(H)(2). However, the motion to enter into the closed meeting violated OMA because it failed to include the authority for the closure and the subject to be discussed with reasonable specificity. *See* § 10-15-1(I)(1).

As of the date of this letter, the meeting minutes are not yet available. We reserve any determination of the meeting minutes until after the Village Council approves them. Please take the necessary steps to cure the violation at the next properly noticed public meeting. Additionally, GCA will continue to monitor the Village Council's compliance with OMA for proper entry into closed session, notice and agenda requirements, and timely production of draft minutes. Please be advised GCA is currently reviewing numerous complaints against the Village Council regarding both the OMA and the Inspection of Public Records Act ("IPRA").

Thank you for your attention to this important matter and for your commitment to promote government transparency through your public body.

Sincerely,

/s/ Nicole Sanchez
Assistant Attorney General
Government Counsel and Accountability Bureau

**COUNCIL OF THE VILLAGE OF BOSQUE FARMS, NM
MINUTES OF THE REGULAR MEETING
NOVEMBER 20, 2025**

1. CALL TO ORDER & ROLL CALL

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

Present were Mayor Chris Gillespie, Mayor Pro Tem Ronita Wood, Councilor Erica De Smet, Councilor Tim Baughman, Councilor Cheromiah arrived late. Quorum present.

2. PLEDGE OF ALLEGIANCE

Councilor Baughman led the Pledge of Allegiance.

3. EXECUTIVE SESSION PURSUANT TO 10-15-1H (2) NMSA, 1978, PURSUANT TO PERSONNEL MATTERS REGARDING THE TERMINATION OF A POLICE OFFICER

Councilor Baughman made a motion to adjourn to executive session at 6:01 p.m. Mayor Pro Tem Wood seconded the motion.

Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor Cheromiah, absent and Councilor Baughman, for. **Motion carried unanimously.**

Councilor De Smet made a motion to reconvene at 6:09 p.m. Councilor Baughman seconded the motion.

Attorney Mark Jarmie stated that discussion during the executive session was limited to 10-15-1H (2) regarding personnel matters and nothing further was discussed.

4. APPROVAL/DISAPPROVAL OF AGENDA

Mayor Pro Tem Wood made a motion to approve the agenda. Councilor Baughman seconded the motion.

Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor Cheromiah, absent and Councilor Baughman, for. **Motion carried unanimously.**

5. COUNCIL TO REVIEW & TAKE ACTION PREVIOUS MINUTES

August 14, 2025, Workshop Minutes

October 16, 2025, Regular Meeting Minutes

1 Council Meeting
2 11/20/2025 page 2

3
4 Councilor Baughman made a motion to approve the minutes for the August 14, 2025,
5 Workshop and October 16, 2025, Regular Meeting. Mayor Pro Tem Wood seconded the
6 motion.

7
8 Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor
9 Cheromiah, absent and Councilor Baughman, for. **Motion carried unanimously.**

10
11 **6. DEPARTMENTAL REPORTS**

12
13 Police Chief Owen presented October 2025 police and animal control reports. He stated
14 Officer Web attended IR 9000 and Crisis Negotiator training and he is now a Hostage
15 Negotiator. He thanked the Fire Department for coming out and keeping the kids safe on
16 Green Acres on Halloween.

17
18 Fire Chief Schneider stated Halloween was great; they got to support trick-o-treating on
19 Green Acres. Special thanks to the neighborhood who really put that on. They had station
20 inspection; the Fire Department did well. The Fire Marshal came down to review and
21 confirmed BFFD continues to be ready for ISO inspections which happen every five years.
22 Two trucks went in for repair and are back fully operational.

23 Councilor De Smet thanked him and his team for sticking around despite all they had been
24 through.

25
26 Clerk/Administrator Martinez started off by giving the Treasurer Report for October 2025.
27 She attended DFA Infrastructure conference for the Village looking for funding opportunities
28 specifically for the Water/Wastewater Facility. She met with Molzen-Corbin for all
29 outstanding projects we are working with them on. Clerk Martinez meets with Prodigy
30 weekly on water/wastewater issues. She also had an EMS update from Vernon Abeita, August
31 1, 2025, he was appointed EMS Coordinator. Temporary Clinic and Control Substance license
32 applied for on August 14, 2025, with NM Pharmacy Board, received temporary license on
33 September 12, 2025, DEA Certification received. All supplies and medication have been
34 ordered and most have arrived.

35
36 **7. MAYOR & COUNCILOR'S REPORTS**

37
38 **Mayor Gillespie** no report.

39
40 **Mayor Pro Tem Wood** no report.

41
42 **Councilor De Smet** no report.

43
44 **Councilor Baughman** thanked everyone for being here. He thanked everyone that came out
45 to vote.

46

1 Council Meeting
2 11/20/2025 page 3

3
4 **Councilor Cheromiah** gave an update. The library board had their quarterly meeting and
5 there were a lot of statistics included. An increase in reference questions and many items
6 checked out. The summer reading program has increased. Adult craft time is on Thursdays,
7 kid's crafts on Fridays. They are now open on Saturday from 10:00 am to 2:00 pm.

8
9 **8. COUNCIL TO REVIEW & TAKE ACTION ON TREASURER'S REPORT**

10
11 Councilor Baughman made a motion to approve the treasurer's reports for the month of
12 October 2025. Councilor Cheromiah seconded the motion.

13
14 Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor
15 Cheromiah, for and Councilor Baughman, for. **Motion carried unanimously.**

16
17 **9. PUBLIC COMMENT FOR NON-AGENDA ITEMS**

18 **(Comments are limited to 1 ½ Minutes, time cannot be distributed to peers in attendance)**

19
20 Shoshana Avrishon, resident, noticed school bus driver's leave their blinkers on in the
21 morning and it is hard to gauge where the bus stop is going to be. She also thanked the Fire
22 Department, stating she appreciates them. She also thanked the Police Department.

23
24 Debra Selisky, resident, thanked the Police Department and the Fire Department.

25
26 Andrew Garcia, resident, spoke regarding the light show at Beehive Homes. He states the
27 owner of Beehive Homes is preparing to violate ordinance 10-1-5(F) clearly states there shall
28 be no spillover of light onto neighboring property or roadways. Mr. Garcia has submitted
29 multiple complaints and received no updates.

30
31 Joe Maez, resident, J&M Land and Cattle LLC landlocked the back acre of their three (3) acre
32 commercial property and opened a gate onto ProFabs parking lot and his reserved driveway
33 easement. He is asking for an investigation of the legality of the new commercial
34 development.

35
36 Mike Brogdon, resident, asked for an update on the ARPA funds.

37
38 Lilie McNabb, resident, gave thanks to the Fire Department, the Police Department and most
39 of all the Mayor and Council. She appreciates everyone in this administration and everyone
40 that volunteers. Don't give up, we have to start all over and be kind to each other.

41
42 **10. COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1079-25**
43 **L300358 WINCHESTER DRIVE**

44
45
46 Council Meeting

1 11/20/2025 page 4

2
3 Councilor De Smet made a motion to approve Resolution 1079-25 Winchester Drive.
4 Councilor Baughman seconded to motion.

5
6 There was discussion. Councilor Baughman gave an update. Molzen-Corbin did a survey;
7 Winchester came up as the next road to be done. We are using that survey to decide which
8 roads will be redone next. That's why this resolution is coming up now. This funding is only
9 for doing a portion of that road.

10
11 Clerk Martinez stated the intent of this resolution is to extend the funding through December
12 30, 2026.

13
14 Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor
15 Cheromiah, for and Councilor Baughman, for. **Motion carried unanimously.**

16
17 **11. COUNCIL TO REVIEW AND TAKE ACTION ON AMENDED IGA TO**
18 **PROVIDE FLOOD PLAIN MANAGEMENT, GIS ADDRESSING AND GIS E-911**
19 **SERVICES BETWEEN THE COUNTY OF VALENCIA AND THE VILLAGE OF**
20 **BOSQUE FARMS**

21
22 Mayor Gillespie explained the County Manager did us a big favor, he amended the original
23 agreement for E-911 services and added the flood control portion without an increase in pay.
24 They have added a one hundred dollar (\$100.00) per Flood Plane Control fee to the Village of
25 Bosque Farms which would be less than doing it ourselves.

26
27 Councilor Baughman made a motion to approve the Amended IGA to Provide Flood Plain
28 Management, GIS Addressing and GIS E-911 Services Between the County of Valencia and
29 the Village of Bosque Farms. Councilor Cheromiah second the motion.

30
31 Councilor De Smet was concerned we are already paying the P&Z contractor to perform GIS
32 rural addressing on behalf of the Village of Bosque Farms.

33
34 Mayor Gillespie explained the P&Z contractor will be doing a portion of it because he needs
35 to provide them with the information needed. Part of it needs to be done by us to go to them
36 correctly, it is a multi-step process.

37
38 Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor
39 Cheromiah, for and Councilor Baughman, for. **Motion carried unanimously.**

40
41 **12. COUNCIL TO REVIEW AND DISCUSS ANNEXATION REQUESTED BY THE**
42 **TOWN OF PERALTA**

43
44 Mayor Gillespie stated this is strictly a discussion item.

45
46 Council Meeting

1 11/20/2025 page 5

2
3 Councilor Baughman started by saying we have talked about this in the past. There were
4 concerns about the Gross Receipts Tax, property tax and losing tax money. We haven't
5 received Gross Receipts Tax for years since the restaurant has been out of business. The
6 property tax according to the county clerk's office is not paid by governmental entities. We
7 get no property taxes off that, nor have we since Peralta bought the property. We get zero
8 funding from taxes.

9
10 Councilor De Smet asked for clarification on Peralta Drive repair. She also requested the
11 annexation to be on the December agenda.

12
13 **TIME AND PLACE OF NEXT MEETING**

14
15 THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS GOVERNING BODY
16 WILL BE HELD ON THURSDAY, DECEMBER 18, 2025.

17
18 **Adjournment**

19
20 Mayor Gillespie adjourned the meeting at 7:12 p.m.

21
22 **PASSED, APPROVED AND ADOPTED THIS 18TH DAY OF DECEMBER 2025**

23
24
25
26 _____
Chris Gillespie, Mayor

27
28
29 (SEAL)

30
31
32
33
34 **ATTEST:**

35
36
37
38 _____
39 Erica A. Martinez, Clerk/Administrator
40



Christopher Gillespie
Mayor



Andrew Owen
Chief of Police

Village of Bosque Farms

MONTHLY REPORT FOR NOVEMBER 2025

CALLS FOR SERVICE

Bosque Farms: 143

Peralta: 135

TOTAL: 278

21% Decrease

TRAFFIC STOPS

Bosque Farms: 17

Peralta: 41

TOTAL: 58

39% Decrease

CITATIONS

Bosque Farms: 12

Peralta: 21

TOTAL: 33

39% Decrease

ARRESTS

Bosque Farms: 3

Peralta: 1

TOTAL: 4

25% Increase

REPORTS

Bosque Farms: 20

Peralta: 20

TOTAL: 40

37% Decrease

DUI ARRESTS

Bosque Farms: 1

Peralta: 1

TOTAL: 2

50% Increase



Christopher Gillespie
Mayor



Andrew Owen
Chief of Police

Village of Bosque Farms

Statistical Breakdown by Jurisdiction

CRIME	BOSQUE FARMS	PERALTA
DOMESTIC VIOLENCE	1	1
MISSING PERSON/RUNAWAY	0	0
CHILD ABUSE/NEGLECT	0	0
CYFD REFERRAL/SCI REPORT	0	0
ASSAULT/BATTERY PEACE OFFICER	0	0
ASSAULT/BATTERY CITIZEN	0	0
TRAFFIC CRASH NO INJURY	5	4
TRAFFIC CRASH INJURY	1	3
DUI	1	1
SUSPENDED/REVOKED DL	1	1
ROBBERY	0	0
FRAUD/EMBEZZLEMENT	1	2
LARCENY	1	0
SHOPLIFTING	0	0
IDENTITY THEFT	0	0
BURGLARY (RESIDENTIAL)	0	0
BURGLARY (COMMERCIAL)	0	0
BURGLARY (AUTO)	0	0
CRIMINAL DAMAGE TO PROPERTY	1	0
STOLEN VEHICLE	0	1
RECOVERED STOLEN VEHICLE	0	0
DRUG OFFENSE	0	0
WARRANT ARREST	0	0
SUSPICIOUS ACTIVITY	6	12
ASSIST OTHER AGENCY	9	1
SWAT CALL OUTS	1	0
MENTAL/MEDICAL HEALTH CALLS	1	4
NATURAL DEATH	0	2
OTHER CALLS	114	103



Christopher Gillespie
Mayor



Andrew Owen
Chief of Police

Village of Bosque Farms

Evidence & Property:

- Routine evidence intake
- Provided DA's office with discovery upon request.
- Assisted with IPRA and discovery requests of officer BWC footage.
- Continued with organizing evidence room and preparing destruction orders.

Advanced Training:

- Chief Owen, Sgt Duran & Det Gurule attended NMML LE Conference
- Officer Webb attended Advanced Crisis Negotiator Training
- Sgt Duran attended Mid-Level Management
-

Significant Events:

- First agency to get NMDOT Traffic Safety grants signed and submitted
- New Officer beginning FTO

Special Events:

- Christmas light parade

Admin/Additional:

- IR9000 proficiencies and SLD inspections completed for compliancy

Andrew M. Owen

Chief of Police

BOSQUE FARMS POLICE DEPT. NOVEMBER 2025 MONTHLY REPORT

DETECTIVE MARK GURULE



- | | |
|----------------------------|--------------------------------|
| ➤ Total Cases Assigned – 1 | ➤ Arrest Warrants – |
| ➤ Total Cases Closed – 1 | ➤ Search Warrants – |
| ➤ Active Cases – 0 | ➤ Returned Stolen Property – |
| ➤ Total Reports – 1 | ➤ SCI Reports – 1 |
| ➤ Supplemental Reports – | ➤ Safehouse Interviews – |
| ➤ Felony Arrest – | ➤ Total Citations – (BF) / (P) |
| ➤ Misdemeanor Arrest - | ➤ DWI Arrest - |

BOSQUE FARMS

BFPD25000333: Pre-planned warrant service in Valencia County. Multiple firearms, money, and drugs were recovered successfully. VCSO/CRIT. Report taken.

BFPD25000335: Assisted patrol in the drafting and entering of an arrest warrant for a domestic violence suspect.

PERALTA

SCI REPORT(S):

SCI Intake 2072041: Received regarding neglect. Patrol conducted a welfare check and completed an initial report. In coordination with CYFD, no further law enforcement action is necessary at this time.

Training / Additional Services:

11/4-7 Attended NMML Conference in Ruidoso with Chief Owen and Sgt Duran.

11/10 Completed and turned in IA investigation file.

11/13 Swat training and warrant service pre-planning.

11/14 Pre-planned warrant service completed. Also completed annual firearms qualifications for BFPD officers at the Isleta range.

11/15 Background received and completed for BF Water Department.

11/17 Assist patrol with DV warrant drafting.

11/18 Taser recertification completed.



Chris Gillespie
Mayor

Village of Bosque Farms



Andrew Owen
Chief of Police

Animal Control - Monthly Report

November - 2025

Calls for Service/Phone Calls	82
After Hours Dispatch Calls	0
Citations Issued	9
Verbal/Written Warnings	4
Impounded Animals	0
Animals Taken to VC Shelter	0
Owner Release's	0
Stray Animals Turned Over to The Village	0
Animals Rehomed/Returned	2
Cats Caught in Traps by Residents	0
Animals Euthanized	0

SPECIAL EVENTS: HANDED OUT APPROXIMATELY 35,00 LBS OF FOOD AS WELL AS CAT LITTER AND TRAINING PADS TO THE RESIDENTS OF VALENCIA COUNTY AND SURROUNDING AREAS

TRAINING:

Fine Fee Summary

From 11/01/2025 12:00 AM to 11/30/2025 11:59 PM

All Case Types and Sub-Types

All Clerks

Receipts

Case Payment

Animal Control	300.00
Bad Check Fee	20.00
Corrections Fee	40.00
Corrections Fee PA	30.00
Court Automation Fee	12.00
Fine	3,157.00
Judicial Education Fee	6.00
PD Equipment Fund 1	30.00
PD Equipment Fund 2	45.00
Plannig & Zoning	300.00

Subtotal: 3,940.00

Total Receipts: 3,940.00

Report Total: 3,940.00

Receipt By Date Summary
 From 11/01/2025 12:00 AM to 11/30/2025 11:59 PM
 All Case Types and Sub-Types
 All Clerks

Date	Number	Payer	Case	Transaction Type	Amount
11/02/2025					
	47619	Carrillo, Martin Nicodemus	202555545	Case Payment	70.00
	2025/11/02		Count: 1	Day Sub Total:	70.00
11/03/2025					
	47620	Williams, Curtis	202555338	Case Payment	50.00
	2025/11/03		Count: 1	Day Sub Total:	50.00
11/04/2025					
	47621	Martinez, Alfred	202555544	Case Payment	100.00
	47622	Ramirez Rocha, Uriel	202555536	Case Payment	75.00
	47623	Sanchez, Michelle	202555556	Case Payment	100.00
	47624	Ruper, Shaena	202555532	Case Payment	100.00
	47625	Hall, Joseph Nicholas	202555555	Case Payment	110.00
	2025/11/04		Count: 5	Day Sub Total:	485.00
11/05/2025					
	47626	West, Brian	202555531	Case Payment	40.00
	47627	Jojola, Raymond	202555528	Case Payment	65.00
	2025/11/05		Count: 2	Day Sub Total:	105.00
11/06/2025					
	47628	Torres, Erica	202555567	Case Payment	50.00
	47629	Chavez, Andrew	202555569	Case Payment	160.00
	2025/11/06		Count: 2	Day Sub Total:	210.00
11/10/2025					
	47630	Barnes, Austin	202555551	Case Payment	100.00
	47631	Barnes, Austin	202555551	Case Payment	110.00
	47632	Ramirez, Alyssa Maria	202555552	Case Payment	100.00
	47633	Lovelady, Sara Ann	202555541	Case Payment	180.00
	47634	Lovelady, Sara Ann	202555541	Case Payment	100.00
	47635	Garley, Kevin	202555500	Case Payment	30.00
	2025/11/10		Count: 6	Day Sub Total:	620.00
11/12/2025					
	47636	Leyva-Delgado, Maria Guadalupe	202555468	Case Payment	100.00
	47637	Trujillo, Arturo Jesus	202555496	Case Payment	45.00
	47638	Trujillo, Arturo Jesus	202555496	Case Payment	50.00
	2025/11/12		Count: 3	Day Sub Total:	195.00
11/13/2025					
	47639	Anderson, Gary	202555549	Case Payment	100.00
	2025/11/13		Count: 1	Day Sub Total:	100.00
11/14/2025					
	47640	Anderson, Gary	202555549	Case Payment	100.00
	2025/11/14		Count: 1	Day Sub Total:	100.00

Receipt By Date Summary
 From 11/01/2025 12:00 AM to 11/30/2025 11:59 PM
 All Case Types and Sub-Types
 All Clerks

Date	Number	Payer	Case	Transaction Type	Amount
11/17/2025					
	47641	Balderas-Martinez, Isaac	202555529	Case Payment	150.00
	47642	Rice, Gena	202555523	Case Payment	50.00
	2025/11/17		Count: 2	Day Sub Total:	200.00
11/18/2025					
	47643	Beller, Scott	202455114	Case Payment	200.00
	47644	King, Melissa	202555579	Case Payment	270.00
	47645	Medina Ochoa, Josafat	202555581	Case Payment	100.00
	47646	Ortiz, Luis	202555514	Case Payment	325.00
	2025/11/18		Count: 4	Day Sub Total:	895.00
11/19/2025					
	47647	Aragon, Manuel	202555459	Case Payment	30.00
	47648	Martinez, Rudy R	202555538	Case Payment	110.00
	47649	Martinez, Rudy R	202555538	Case Payment	150.00
	47650	Martinez-Gonzalez, Maribel	202555533	Case Payment	120.00
	2025/11/19		Count: 4	Day Sub Total:	410.00
11/20/2025					
	47651	Schneider, Abigail Elizabeth	202555530	Case Payment	150.00
	2025/11/20		Count: 1	Day Sub Total:	150.00
11/21/2025					
	47652	Chavez, Nicklaus	202555570	Case Payment	150.00
	2025/11/21		Count: 1	Day Sub Total:	150.00
11/25/2025					
	47653	Toy, Seanna	202354325	Case Payment	120.00
	47654	Toy, Seanna	202354325	Case Payment	180.00
	2025/11/25		Count: 2	Day Sub Total:	300.00
Count: 36				Total:	\$4,040.00

Bosque Farms

User: CINDY

Citation Activity
All Case Types and Sub-Types
November 2025
Citations issued
Cases With and Without Disposition

Citation Report Type	Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control	26	4	-22	62	130	68
DUR	0	0	0	5	8	3
Miscellaneous	0	0	0	1	2	1
NON TRAFFIC	0	0	0	3	1	-2
Planning & Zoning	4	1	-3	34	17	-17
SEAT BELTS	1	0	-1	61	79	18
TRAFFIC	27	5	-22	680	365	-315
Traffic violation	0	0	0	1	1	0
No Report Type	2	0	-2	23	60	37
Total:	60	10	-50	870	663	-207

Monthly Activity Report

November 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	26	4	-22	62	130	68
DUR	0	0	0	5	8	3
Miscellaneous	0	0	0	1	2	1
NON TRAFFIC	0	0	0	3	1	-2
Planning & Zoning	4	1	-3	34	17	-17
SEAT BELTS	1	0	-1	61	79	18
TRAFFIC	27	5	-22	680	365	-315
Traffic violation	0	0	0	1	1	0
Totals:	58	10	-48	847	603	-244
Non-Citations						
Animal Control	0	1	1	0	2	2
Planning & Zoning	1	0	-1	0	2	2
SEAT BELTS	0	0	0	0	1	1
TRAFFIC	0	0	0	3	2	-1
Totals:	1	1	0	3	7	4
Fines and Fees						
Animal Control	560.00	300.00	(260.00)	2,030.00	5,257.00	3,227.00
Bad Check Fee	0.00	20.00	20.00	0.00	20.00	20.00
Corrections Fee	60.00	40.00	(20.00)	4,810.00	510.00	(4,300.00)
Corrections Fee PA	150.00	30.00	(120.00)	1,313.14	760.00	(553.14)
Court Automation Fee	18.00	12.00	(6.00)	1,425.00	150.00	(1,275.00)
Fine	4,258.00	3,157.00	(1,101.00)	39,440.67	42,633.00	3,192.33
Judicial Education Fee	9.00	6.00	(3.00)	712.00	75.00	(637.00)
PD Equipment Fund 1	150.00	30.00	(120.00)	1,333.15	780.00	(553.15)
PD Equipment Fund 2	225.00	45.00	(180.00)	1,923.71	1,190.00	(733.71)
Plannig & Zoning	50.00	300.00	250.00	0.00	850.00	850.00
Totals:	\$5,480.00	\$3,940.00	\$(1,540.00)	\$52,987.67	\$52,225.00	\$(762.67)

VILLAGE OF BOSQUE FARMS

RESOLUTION NO. 1080-25

A resolution approving a Franchise Agreement between the Village of Bosque Farms and Comcast of New Mexico, Inc.

WHEREAS, the Village Council of the Village of Bosque Farms on this 18th day of December, 2025 considered a proposed ten-year, non-exclusive Franchise Agreement with Comcast of New Mexico, Inc.; and

WHEREAS, said Franchise Agreement provides that Comcast of New Mexico, Inc. will provide certain cable communication services to subscribers within the legal boundaries of the Village of Bosque Farms; and

WHEREAS, Comcast of New Mexico, Inc. and its predecessors in interest have been providing cable communication services to residents of the Village of Bosque Farms; and,

WHEREAS, the Village Council of the Village of Bosque Farms has determined that the proposed Franchise Agreement is in the best interest of the residents of the Village; and

WHEREAS, the parties wish to enter into a new non-exclusive Franchise Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS, NEW MEXICO, as follows:

1. That the Franchise Agreement attached hereto be and hereby is approved, and the Mayor and Village Clerk/Administrator are hereby authorized to execute said Franchise Agreement on behalf of the Village of Bosque Farms; and
2. Village Ordinance 13-4-1 through 13-4-19 are hereby repealed.

PASSED, ADOPTED, AND APPROVED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS THIS 18th DAY OF DECEMBER 2025.

(SEAL)

Chris Gillespie, Mayor

ATTEST:

Erica A. Martinez, Clerk/Administrator

CABLE TELEVISION FRANCHISE AGREEMENT

By And Between

Village of Bosque Farms

And

COMCAST OF New Mexico, LLC

THIS FRANCHISE AGREEMENT (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Village of Bosque Farms (hereinafter, the "Village"), a New Mexico municipal corporation located in Valencia County, and Comcast of New Mexico, LLC (hereinafter, "Grantee"), this 18th day of December, 2025 (the "Effective Date").

The Village, having determined that the financial, legal and technical abilities of the Grantee are reasonably sufficient to provide the services, facilities, and equipment necessary to meet the future cable-related needs of the Village, desires to enter into this Franchise Agreement with the Grantee for the construction, operation and maintenance of a Cable System on the terms and conditions set forth herein.

This Agreement is entered into by and between the parties under the authority and shall be governed by the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. Sections 521 *et seq.* (the "Cable Act"), New Mexico state law, and applicable local ordinances, as amended from time to time.

Article I – Franchise Hereby Granted

a. The Village hereby agrees to permit the Grantee to construct, operate and maintain a cable system in the Village and the Village's rights of way, subject to the terms and provisions of the Village's generally applicable ordinances governing the streets and rights of way of the Village.

b. The Village hereby agrees that, provided the Grantee is in compliance with all generally applicable Village codes and ordinances, this Franchise Agreement shall be effective for a period of ten (10) years from and after the Effective Date.

Article II – Operations within the Village's Rights of Way

a. The Grantee hereby agrees to occupy the rights of way in accordance with the terms and provisions of New Mexico state law and the Village's generally applicable ordinances governing the streets and rights of way of the Village.

b. If any removal, replacement, modification or disconnection of the cable system is required to accommodate the construction, operation or repair of the facilities or equipment of another entity, Grantee shall, after at least thirty (30) days' advance written notice, take action to effect the necessary changes requested by the responsible entity. The costs associated with the removal, replacement, modification or disconnection shall be paid by the benefited party.

c. At the request of any entity holding a valid permit and upon reasonable advance notice, Grantee shall temporarily raise, lower or remove its wires as necessary to permit the moving of a building, vehicle,

equipment or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require a reasonable deposit of the estimated payment in advance.

d. The Grantee shall at all times maintain insurance and shall provide the Village with certificates of insurance in accordance with local right-of-way requirements, as currently in effect and as may be subsequently amended. Said certificates of insurance shall name the Village and its elected and appointed officers, officials, agents and employees as additional insureds.

Article III – Franchise Fee

a. The Grantee shall pay a franchise fee to the Village for the privilege of operating in the Village's rights of way in a manner consistent with the provisions of the Cable Act, as now in effect and as may be subsequently amended from time to time. The franchise fee shall be in an amount equal to five percent (5%) of annual gross revenues received from the operation of the cable system to provide cable service in the Village, and shall be made on a quarterly basis, and shall be due forty-five (45) days after the close of each calendar quarter. If mailed, the Franchise Fee shall be considered paid on the date it is postmarked. The Village hereby agrees that the total franchise fee, as interpreted under the Cable Act, shall not exceed the greater percentage of fees any other video service provider, under state authorization or otherwise, providing service in the Franchise Area pays to the Village.

b. As used in this agreement, gross revenue means the cable service revenue derived by the Grantee from the operation of the cable system in the Village's rights of way to provide cable services, calculated in accordance with Generally Accepted Accounting Principles. Gross revenues shall also include such revenue sources from the provision of cable service as may now exist or hereafter develop from or in connection with the operation of the cable system within the Village, provided that such revenues, fees, receipts, or charges may lawfully be included in the gross revenue base for purposes of computing the Village's permissible franchise fee under the Cable Act, as may be amended from time to time.

c. Within three years of a franchise fee payment, the Village may conduct an audit of the franchise fee payment. Any audit shall be conducted in accordance with generally applicable auditing standards and the Village shall pay all the related costs to conduct the audit.

Article IV – Cable Communications Policy Act of 1984

Nothing in this Agreement shall be construed to limit, in any way, the Grantee's rights or responsibilities under the Cable Communication Policy Act of 1984, as amended and the renewal of this Agreement shall be governed by that Act.

Article V – Customer Service Standards

Customer Service Obligations. The Village and Grantee acknowledge that the customer service standards and customer privacy protections are set forth in the Cable Communication Policy Act of 1984 and associated Federal Communications Commissions rules thereunder, as amended from time to time. Enforcement of such requirements and standards and the penalties for non-compliance with such standards shall be consistent with that Act.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the date set forth below:

VILLAGE OF BOSQUE FARMS:

Signature: _____

Name: _____

Title: _____

Date: _____

COMCAST OF NEW MEXICO, LLC

Signature: _____

Name: _____

Title: _____

Date: _____

**VILLAGE OF BOSQUE FARMS
RESOLUTION NO. 575-04**

A resolution approving a Franchise Agreement between the Village of Bosque Farms and Comcast of New Mexico, Inc.

WHEREAS the Village Council of the Village of Bosque Farms on this 19th day of August, 2004 considered a proposed fifteen year, non exclusive Franchise Agreement with Comcast of New Mexico, Inc.; and

WHEREAS said Franchise Agreement provides that Comcast of New Mexico, Inc. will provide certain cable communication services to subscribers within the legal boundaries of the Village of Bosque Farms; and

WHEREAS Comcast of New Mexico, Inc. and its predecessors in interest have been providing cable communication services to residents of the Village of Bosque Farms; and

WHEREAS the Village Council of the Village of Bosque Farms has determined that the proposed Franchise Agreement is in the best interest of the residents of the Village; and

WHEREAS the parties wish to enter into a new non-exclusive Franchise Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS as follows:

1. That the Franchise Agreement attached hereto be and hereby is approved, and the Mayor and Village Clerk/Administrator are hereby authorized to execute said Franchise Agreement on behalf of the Village of Bosque Farms; and

2. Village Ordinances 13-4-1 through 13-4-19 are hereby repealed.

PASSED, APPROVED and ADOPTED by the Governing Body of the Village of Bosque Farms at its meeting of August 19th, 2004.

Attest:


Tammy Moon
Village Clerk/Administrator


Hon. Wayne Eke
Mayor, Village of Bosque Farms

"Gross Revenue" means the revenue derived by the Grantee from the operation of the cable system in the Franchise Area to provide cable service calculated in accordance with generally accepted accounting principles, including, but not limited to, monthly basic, premium and pay-per-view service fees (but excluding any portion of such revenues paid by Grantee to suppliers of such services), installation fees and equipment rental fees. Gross Revenue shall not include advertising or home shopping revenue, refundable deposits, bad debt, investment income, nor any taxes, franchise or any and all other fees or assessments imposed and/or assessed by any governmental authority.

"Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for profit or not for profit, but shall not mean the Franchising Authority.

"Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right of way, including, but not limited to, public utility easements, dedicated utility strips, or rights of way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority within the Franchise Area, which shall entitle the Franchising Authority and the Grantee to the use thereof for the purpose of installing, operating, repairing and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights of way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing, operating and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to the Cable System.

SECTION 2

Grant of Authority

2.1 Grant of Franchise. The Franchising Authority hereby grants to the Grantee under the Cable Act a nonexclusive Franchise, which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way and all extensions thereof and additions thereto, such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as

may be necessary or appurtenant to the Cable System. Nothing in this Franchise shall be construed to prohibit the Grantee from offering any service over its Cable System that is not prohibited by federal, state or local law.

2.2 Term of Franchise. The term of the Franchise granted hereunder shall be for an initial term of fifteen (15) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement.

2.3 Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act, as amended.

2.4 Reservation of Authority. Nothing in this Franchise Agreement shall (A) abrogate the right of the Franchising Authority to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the Franchising Authority, or (C) be construed as a waiver or release of the rights of the Franchising Authority in and to the Public Ways.

2.5 Competitive Equity.

2.5.1 The Grantee acknowledges and agrees that the Franchising Authority reserves the right to grant one or more additional franchises to provide Cable Service within the Franchise Area; provided, however, that no such franchise agreement shall contain terms or conditions more favorable or less burdensome to the competitive entity than the material terms and conditions herein, including, but not limited to, franchise fees; insurance; system build-out requirements; performance bonds or similar instruments; public, education and government access channels and support; customer service standards; required reports and related recordkeeping; and notice and opportunity to cure. If any such additional and/or competitive franchise is granted by the Franchising Authority which, in the reasonable opinion of the Grantee, contains more favorable or less burdensome terms or conditions than this Franchise Agreement, the Franchising Authority agrees that it shall amend this Franchise Agreement to include any more favorable or less burdensome terms or conditions.

2.5.2 In the event an application for a new cable television franchise is filed with the Franchising Authority proposing to serve the Franchising Area, in whole or in part, the Franchising Authority shall serve a copy of such application upon any existing Grantee or incumbent cable operator by registered or certified mail or via nationally recognized overnight courier service.

SECTION 3 The System

3.1 **Permits and General Obligations.** The Grantee shall be responsible for obtaining, at its own cost and expense, all permits, licenses or other forms of approval or authorization necessary to construct, operate, maintain or repair the Cable System, or any part thereof, prior to the commencement of any such activity. Construction, installation and maintenance of the Cable System shall be performed in a safe, thorough and reliable manner using materials of good and durable quality. All transmission and distribution structures, poles, other lines, and equipment installed by the grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2 **Conditions on Street Occupancy.**

3.2.1 **New Grades or Lines.** If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than ten (10) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any Person using such street or public right-of-way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall upon written request of the Grantee make application for such funds on behalf of the Grantee.

3.2.2 **Relocation at Request of Third Party.** The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i) the Grantee may impose a reasonable charge on any Person for the movement of its wires; and (ii) the Grantee is given not less than ten (10) business days advance written notice to arrange for such temporary relocation.

3.2.3 **Restoration of Public Ways.** If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4 **Safety Requirements.** The Grantee shall, at its own cost and expense, undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal,

state, and local regulations. The Cable System shall not unreasonably endanger or interfere with the safety of Persons in the Franchise Area.

3.2.5 Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural growth overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any damage caused by such trimming.

3.2.6 Aerial and Underground Construction. If all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable System's transmission and distribution facilities underground; provided that such facilities are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Section 3.2.6 shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system-passive devices, amplifiers, power supplies, pedestals or other related equipment.

Section 4 Service Obligations

4.1 General Service Obligations. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per mile. Subject to the density requirement, Grantee shall offer Cable Service to all new homes or previously unserved homes located within 125 feet of the Grantee's distribution cable.

The Grantee may elect to provide Cable Service to areas not meeting the above density standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring a drop in or line extension in excess of the above standards. Any such additional charge shall be computed on a time plus materials basis to be calculated on that portion of the installation which exceeds the 125 foot standard set forth above.

4.2 Programming. The Grantee shall offer to all Customers a diversity of video programming services.

4.3 No Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Service provided in connection with the Cable System in the Franchise Area. It shall be the right of all Persons to receive all available services provide on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied.

4.4 New Developments. The Franchising Authority shall provide the Grantee with written notice of the issuance of building or development permits for planned developments within the Franchise Area requiring undergrounding of cable facilities. The Franchising Authority agrees to require the developer, as a condition of issuing the permit, to give the Grantee access to open trenches for deployment of cable facilities and at least ten (10) business days written notice of the date of availability of open trenches. Developer shall be responsible for the digging and backfilling of all trenches. The Grantee shall be responsible for engineering and deployment of labor applicable to its cable facilities.

4.5 Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, or signal transmitted over the Cable System by the Grantee.

SECTION 5

Fees and Charges to Customers

5.1 Rates, Fees, Charges. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the EffectiveDate s hall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6

Customer Service Standards; Customer Bills; and Privacy Protection

6.1 Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2 Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the

Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(c) of the Cable Act (47 U.S.C. §542(c)).

6.3 Privacy Protection. The Grantee shall comply with Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7

Oversight and Regulation by Franchising Authority

7.1 Franchise Fees. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenue received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each calendar quarter. Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee, which shows the basis for the computation of all Gross Revenue actually received from the operation of the Cable System for the provision of Cable Service in the Franchise Area during the period for which such franchise fee payment is made.

7.2 Franchise Fees Subject to Inspection.

7.2.1 Upon reasonable prior written notice, during normal business hours, at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2 Upon the completion of any such inspection by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report, which sets forth the Franchising Authority's findings in detail, including any and all substantiating documentation. The Grantee shall have thirty (30) days from receipt of the report to provide the Franchising Authority with a written response, including any substantiating documentation. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such inspection shall be paid to the Franchising Authority by the Grantee within thirty (30) days from receipt of written notice of the acceptance of such Finally Settled Amount from the Franchising Authority. For purpose of this Section 7 the term "Finally Settled Amount(s)" shall mean the agreed-upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such inspection. The Franchising Authority shall bear the expense of any inspection of the Grantee's books and records.

7.3 Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to oversee, regulate and, on reasonable prior written notice, periodically inspect the construction, operation and maintenance of the Cable System in the Franchise Area, and all parts thereof, as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4 Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. §76. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC's rules.

7.5 Maintenance of Books, Records and Files

7.5.1 Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority, upon reasonable prior written notice to the Grantee, may review such of the Grantee's books and records regarding the operation of the Cable System and the provision of Cable Service in the Franchise Area which are reasonably necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement at the Grantee's business office, during normal business hours and without unreasonably interfering with Grantee's business operations. Such books and records shall include any records required to be kept in a public file by the Grantee pursuant to the rules and regulations of the FCC. All such documents pertaining to financial matters that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of three (3) years.

7.5.2 File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3 Proprietary Information. Notwithstanding anything to the contrary set forth in this Section 7, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives and agents of the Franchising Authority that have a need to know, or in order to enforce this Franchise Agreement and who agree to maintain the confidentiality of all such information. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act. For purposes of this Section 7, the terms "proprietary or confidential" include, but are not limited to,

information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive.

7.6 Transfer or Change of Control of Franchise. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without the prior written consent of the Franchising Authority, which consent shall not be unreasonably withheld or delayed. No such consent shall be required, however, for (i) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, or (ii) a transfer to an entity owned and/or controlled by Comcast Corporation. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall, in accordance with FCC rules and regulations, notify the Grantee in writing of the information it requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent to the transfer shall be deemed given.

SECTION 8

Insurance and Indemnity

8.1 Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority, certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section 8. Such policy or policies shall be in the minimum amount of One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person, and One Million Dollars (\$1,000,000.00) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

8.2 Indemnification. The Grantee shall indemnify, defend and hold harmless the Franchising Authority, its officers, employee and agents from and against any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, maintenance or removal of the Cable System, including, but not limited to,

reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) business days of receipt of a claim or action pursuant to this Section 8.2. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 9

System Description and Service

9.1 System Capacity. During the term of this Agreement the Grantee's Cable System shall be capable of providing a minimum of 59 channels of video programming with satisfactory reception available to its customers in the Franchise Area.

9.2 Service to School Buildings. The Grantee shall provide free "Basic" and "Expanded Basic" tier Cable Service, and free installation of one outlet to each public and private school located in the Franchise Area within 150 feet of the Grantee's distribution cable.

9.3 Service to Governmental and Institutional Facilities. The Grantee shall provide free "Basic" and "Extended Basic" tier Cable Service and free installation of one outlet to each municipal building located in the Franchise Area within 150 feet of the Grantee's distribution cable.

SECTION 10

Enforcement and Termination of Franchise

10.1 Notice of Violation or Default. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged noncompliance or default.

10.2 Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's notice described in Section 10.1, above: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance or default, or (B) to cure such default, or (C) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

10.3 Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice described in Section 10.1, above, or in the event that the alleged default is not remedied within forty-five (45) days of the date projected pursuant to Section 10.2, above, the Franchising Authority shall

schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time, which is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

10.4 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, determines that the grantee is in default of any provision of the Franchise, the Franchising Authority may:

10.4.1 seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages or seek other equitable relief; or

10.4.2 in the case of a substantial default of a material provision of the Franchise, declare the Franchise Agreement to be revoked in accordance with the following:

(i) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of noncompliance by the Grantee, including one or more instances of substantial noncompliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the noncompliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least ten (10) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request termination of the Franchise.

(ii) At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, after which it shall determine whether or not the Franchise shall be revoked. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee in the manner set forth in Section 11.2 herein. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision as justice may require. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

10.5 Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the

Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

10.5.1 in instances or for matters where a violation or a breach of the Franchise by the Grantee was good-faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

10.5.2 where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

SECTION 11

Miscellaneous Provisions

11.1 Force Majeure. The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control. This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable and/or equipment is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

11.2 Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt request, postage prepaid, or by reputable overnight courier service and addressed as follows:

The Franchising Authority: Village of Bosque Farms
c/o Clerk/Administrator
1455 West Bosque Loop
Bosque Farms, NM 87068

The Grantee: Comcast of New Mexico, Inc.
William C. Kent, Southwest Area Vice President
4611 Montbel Place NE
Albuquerque, NM 87107

With a copy to:

Comcast Cable Communications, Inc.
1500 Market Street, 32nd Floor
Philadelphia, PA 19102
Attn: Legal Department

11.3 Entire Agreement. This Franchise Agreement, including all Exhibits, embodies the entire understanding and agreement of the Franchising Authority and the Grantee with respect to the subject matter hereof and supersedes all prior understandings, agreements and communications, whether written or oral. All ordinances or parts of ordinances that are in conflict with the provisions of this Franchise Agreement are superseded by this Franchise Agreement.

11.4 Severability. If any section, subsection, sentence, clause, phrase or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

11.5 Governing Law. This Franchise Agreement shall be deemed to be executed in the Village of Bosque Farms, County of Valencia, State of New Mexico, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the State of New Mexico, as applicable to contracts entered into and performed entirely within the State.

11.6 Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of this ____ day of _____, 2004.

Attest:

By

Name

Title

Tammy D. Moon
Tammy D. Moon
Clerk/Administrator

Franchising Authority:

By

Name

Title

Date

Wayne Ake
Wayne Ake
Mayor
8/20/04

Attest:

By

Name

Title

Ken Schultz
KEN SCHULTZ
Government Affairs Mgr.

Comcast of New Mexico, Inc.

By

Name

Title

Date

William C. Kent
William C. Kent
Southwest Area Vice President
August 24, 2004

VILLAGE OF BOSQUE FARMS

Post Office Box 660
Peralta, NM 87042

1455 West Bosque Loop
Bosque Farms, NM 87068

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



Chris Gillespie, Mayor

Council:
Ronita Wood
Michael Cheromiah
Erica DeSmet
Tim Baughman

NOTICE OF DECISION

Lonna Podeyn
C/O Mark Podeyn Action RV
1210 Bosque Farms Blvd.
Bosque Farms, NM 87068

RE: Minor Subdivision Request Land of Boggess Tract 3C1

On December 1, 2025 the Village of Bosque Farms Planning and Zoning Commission heard a request for Minor Subdivision Request Land of Boggess Tract 3C1 for property located at unaddressed parcel located east of 1210 Bosque Farms Blvd. The Commission recommended approval to the Village Council of the request with the following conditions:

1. The applicant shall provide a modified drawing showing the full extent of the proposed Right of Way to be dedicated to the Village of Bosque Farms.
2. The Governing Body will have to accept the proposed new road.
3. Plat will specify that the road will be built to Village standards prior to dedication to the Village of Bosque Farms

The decision may be appealed as per:

10-1-22 B.(2) An appeal to the governing body following an interpretation, decision, or action of the Commission shall be made in writing to the Village Clerk/Administrator on prescribed forms and upon payment of an administrative fee.

10-1-22 B.(3) Any appeal not submitted within 30 days after the interpretation, decision, or action which is the subject of the appeal shall not be considered.

Do not hesitate to contact me if you have questions concerning this matter.

Sincerely

Robert Pierson

Village of Bosque Farms Planning and Zoning
(505) 869-2358

VILLAGE OF BOSQUE FARMS

Post Office Box 660
Peralta, NM 87042

1455 West Bosque Loop
Bosque Farms, NM 87068

Phone: (505) 991-6611
Fax: (505) 505-869-3342
Email: pzadmin@bosquefarmsnm.gov



Sharon Eastman, Chair

Commission:
Dan Garrison
Joe J Hale
Michael Baber
Kevin Schaus

PARTIAL DRAFT MINUTES FOR THE DECEMBER 1, 2025 PLANNING AND ZONING COMMISSION MEETING

1. CALL TO ORDER & ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENT FOR NON-AGENDA ITEMS

(Comments are limited to 3 Minutes, time cannot be distributed to peers in attendance)

5. REVIEW & TAKE ACTION ON SEPTEMBER 8 AND OCTOBER 14 MINUTES

6. PUBLIC HEARING

- a. Katherine Jaramillo is requesting a Conditional Use for a Regulated Business (a Tattoo Shop) at 600 Bosque Farms Blvd. Legally Described as Tract: 8A1 S: 1 T: 7N R: 2E

7. SUBDIVISION REQUEST

- a. Mark Podeyn is requesting Subdivision (from 1 parcel to 2) of LANDS OF BOGGESS Tract: 3C1 S: 1 T: 7N R: 2E 4.25 ACRES Located to the west of 1210 Bosque Farms Blvd and immediately east of Bosque Farms Blvd.

Chair Eastman: Asked about access to the property.

Mark Podyne (1210 Bosque Farms Boulevard, Bosque Farms, New Mexico): The Department of Transportation, through e-mail through Anchor Engineering, confirmed that it will be a development requirement to eliminate that driveway, but they will deal with that once development on that property commences.

Chair Eastman: Is there a driveway there now or just a gate?

Mark Podyne: There is a driveway.

“PRESERVING RURAL AMERICA”

35 **Chair Eastman:** Have you gotten permission from the landowner to do this?
36 **Mark Podyne:** Landowner permission is not required for a proposed land split.
37 **Chair Eastman:** I've heard that. But he owns the land.
38 **Mark Podyne:** He is the lien holder, but I do have a request. Are you able to show me in the
39 ordinances where that is required for a proposed land split?
40 **Chair Eastman:** This is not a land split. This is a minor subdivision, but the requirements are
41 almost exactly the same. So, on this plat where it says the owner certification, That's right-hand
42 corner, bottom. This plat is with free consent in accordance with the desires of the undersigned
43 owners and/or proprietors thereof. So, who's going to sign this?
44 **Mark Podyne:** It will be Charlie Fegan.
45 **Chair Eastman:** Okay. When?
46 **Mark Podyne:** That will occur at the time that it is recorded at the County Clerk's office.
47 **Chair Eastman:** We don't give final approval on this. You understand that?
48 **Mark Podyne:** I understand we go through this process to make sure that we are not violating
49 any ordinances with this proposed subdivision. Then you recommend to the Council and then
50 they sign (off).
51 **Chair Eastman:** You get to go through this all over again.
52 **Mark Podyne:** Right, at the council meeting on Thursday. So, at that point, once that occurs, the
53 property has to be paid for in full, lien satisfied, prior to any clerical changes at
54 the County Clerk's office.
55 **Chair Eastman:** Okay.
56 **Mark Podyne:** Let's just hypothetically say, you approve this. The council approves it. At that
57 point, we have the signature of the Mayor and Robert Pierson. We can't do anything
58 with the plat until the property is paid for, lien has been satisfied, Charlie Fegan signs, property
59 is recorded, and then the document becomes official. But until then, the document is purely a
60 hypothetical, unofficial piece of paper.
61 **Chair Eastman:** Okay. And what about the utilities?
62 **Mark Podyne:** Which utilities?
63 **Chair Eastman:** Village water, sewer. I presume you already have gas and electricity back
64 there.
65 **Mark Podyne:** We have electricity. PNM, by the way, filed a easement on that piece of property
66 based off of a real estate contract. So there's PNM. There may be New Mexico Gas Company,
67 Comcast, and CenturyLink that will need to sign off.
68 **Chair Eastman:** OK. Water and sewer from the Village.
69 **Mark Podyne:** Well, right now, it's at the street. It's not on the property.
70 **Chair Eastman:** When you decide where your hookups need to be, that'll be installed at that
71 time.
72 **Mark Podyne:** At whatever point development occurs and it goes through the proper channels
73 and permitting process, at that point, whoever develops is going to tie into the city sewer and
74 water.
75 **Chair Eastman:** Okay. Commissioner Schaus, do you have any questions?
76 **Commissioner Schaus:** You're the one going to be tying into the utilities at some point.
77 **Mark Podyne:** Not necessarily. If we sell the property and somebody decides to develop it, then
78 they would be the ones responsible. It's possible that nothing happens with the property. And
79 when Action RV is built, then we tie into the utilities at that point and they get extended all the
80 way back through the lots. So it's hard to say which one's going to come first.

Commissioner Schaus: The RV part that's going back in the back, I know that was one of my hiccups when you first came in was the layout. And that was one of the check marks, how we're going to get utilities. back to that plot. So I just want to make sure that we're not going to put ourselves in a position where we split up a bunch of parcels and getting a plan to adequately provide utilities for all of them isn't going to be a problem. On the face of it, I don't see an issue, but it's never a problem until it's a problem.

Mark Podyne: Yeah, the best of my knowledge, Anchor Engineering has discussed with the Village Water Department concerning sewer requirements, water requirements, and what's going to be required in terms of a lift station or grinders. And so, we've been in communication with the Village utilities through this entire process. So that it's all going to be permitted. It all has to follow the state engineer's guidelines.

Commissioner Baber: Asked for clarification on how the proposed lot would be named.

The lot 3C1 will become lots 3C1A and 3C1B if approved and recorded.

Commissioner Baber: Because we're taking the one. plot one track and dividing it into two, would we consider that a land split subdivision?

Discussion amongst Commission and Applicant about the differences between a Minor Subdivision and a Lot Split.

- *Minor subdivision must have all proposed lots facing an existing Right of Way. This application does not*
- *A lot split can be granted to create up to two lots which do not meet the requirement for facing a Right of Way, but those lots cannot be further subdivided. In addition a lot split can have a private access easement (40 feet wide) as opposed to having to have frontage on a Public Right of Way.*

Mark Podyne: Asked for clarification as the requirements mentioned did not appear in the definition of Minor Subdivision.

Commissioner Baber read the following code to applicant.

10-2-16 Minor Subdivision Procedures

A. Process. A minor subdivision, as defined by this Section 10-2, may be approved by the governing body following recommendation by the Commission in a two-step process of preapplication conference and submission of a final plat.

B. Qualifications. In order to qualify for approval as a minor subdivision, the following conditions must exist:

- (1) The subdivision shall contain no more than four lots, with the exception of certain replats which satisfy all other conditions stated herein. Yes*
- (2) All subdivided lots shall front on existing dedicated public right-of-way, with the exception of land-splits which satisfy all other conditions stated herein. No*
- (3) No new public right-of-way shall be created and no existing public right-of-way shall be changed. Not initially proposed*
- (4) The subdivision will not create a need for any addition to public facilities which currently exist to serve the area of the subdivision, with the exception of land-splits which satisfy all other conditions herein. Not a proposed land-split*
- (5) Subdividers with certain tracts of land which may not have adequate access off an existing dedicated public right-of-way, and may require an addition to the public*

facilities, may be granted a land-split subdivision by the governing body following recommendation by the Commission. In order to qualify as a land-split subdivision, the following conditions must be met: Not relevant but was discussed by the Commission and Applicant.

(a) The land-split subdivision divides the tract into two lots. These two lots or any part thereof shall not be further subdivided as a land-split subdivision.

(b) The two lots shall conform to the zoning regulations governing that zone district.[1]

(c) Adequate ingress and egress to and from both lots must be provided by the subdivider by either a public dedicated roadway or a private roadway easement of at least 40 feet in width.

(d) The Village of Bosque Farms shall not be responsible for any private roadway easements developed in a land-split subdivision.

(e) Application and approval for a land-split subdivision shall be made in accordance with the procedures for minor subdivisions as stated in this § 10-2-16.

(6) The subdivision shall not be in conflict with any provision of this Section 10-2, or the Master Plan or Section 10-1, Zoning, of the Village.

C. Application, review, decision and recording procedures shall conform to §§ 10-2-10A, B, D, E and F, 10-2-11 and 10-2-22.

Chair Eastman: The only dedicated public right-of-way we've got right here is Highway 47. And if these are commercial lots, I would think that you'd probably want them to face on Highway 47.

Mark Podyne: The roadway that leads from the boulevard back to the future campground is, 45 feet wide. That access easement is going to be deeded to the Village so that the village has access to the utilities that will be buried underneath the sewer and water.

Chair Eastman: That dedication would be a recommended condition of approval, and the road will need to be completed prior to dedication (utilities installed, paved etc. to Village standards). You understand that?

Mark Podyne: Yes, including a cul-de-sac or a hammerhead cul-de-sac at the end.

Discussion between Commission and applicant about net vs gross lot area.

APZA: If the intent is to dedicate that road, the entire road would have to be shown on the requested subdivision plat as well.

Discussion about showing the entire road and turn around and utility installation and timing. And what the applicant or buyer would be responsible for including Village utilities commitments, and the need for the road and utilities underneath to be complete before dedication.

Discussed the need for the road to be built and dedicated (which would also require a platting action as the proposed public road is not shown on the approved existing plat) before the Village can approve the subdivision.

Discussed previous plat application and what that development plan was including utilities and roadway.

Discussed the conflict between need for the lots to face an existing Right of Way and the Ordinance stating no new Right of Way can be created.

Applicant argued that having the access easement met the spirit of the Code as the previous minor subdivision had been approved and the current proposal would provide access to Bosque Farms Blvd. The Commission advised him a mistake had been made on the prior approval as two of the lots approved did not front on Bosque Farms Blvd. and that mistake should not be repeated.

Discussion amongst Commission and Applicant as to Subdivision Ordinance should be interpreted, how the application could meet the requirements, and where it currently does not.

Lana Podyne (1210 Bosky Farms Boulevard applicant, sworn): Discussed typical development process for financing, indicating and dedicating a Public Right of Way and other development criteria typically seen.

APZA: Noted that entirety of the Right of Way to be dedicated would need to be shown on the plat and that rather or not the Village would be willing to accept a new road way that it has to maintain is up to the Council. But the ordinance does not suggest the Village is interested in acquiring new right of way. However, if the Council wants to make an exception to their ordinance that is in their purview.

Discussion as to what language should be used on the plat to indicate the dedication of the proposed right of way.

Discussion about when the proposed plat could be heard if the Commission recommends approval. APZA recommended January as the that would put the Council decision outside of the 30-day appeal period for the Commissions recommendation, but would put the meeting outside of the 60-day window that the Council is supposed to hear the request which would occur in December.

The Commission recommend staying with the previous used time frame and have it heard by Council in December.

Motion to recommend approval: Commissioner Schaus

1. The applicant shall provide a modified drawing showing the full extent of the proposed Right of Way to be dedicated to the Village of Bosque Farms.
2. The Governing Body will have to accept the proposed new road.
3. Plat will specify that the road will be built to Village standards prior to dedication to the Village of Bosque Farms

Second: Commissioner Hale **Vote to recommend approval to Council: Unanimous**

8. DEPARTMENTAL REPORTS

9. CHAIR & COMMISSION REPORTS

10. ADJOURNMENT

221
222 **TIME AND PLACE OF NEXT MEETING**

223 THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS PLANNING & ZONING
224 COMMISSION WILL BE HELD ON MONDAY, December 1ST, 2025.
225

226 **PLEASE NOTE:** *The Planning & Zoning Commission may revise the order of the agenda items*
227 *considered at this Open Meeting. If you are an individual with a disability who needs a reader,*
228 *qualified sign language interpreter, or any other form of auxiliary aid or service to attend or*
229 *participate in the hearing or meeting, please contact the office of the Village Clerk at (505) 991-*
230 *6611 at least three (3) calendar days prior to the meeting. Public documents including the*
231 *agenda and minutes can be provided in digital or hardcopy format. The Village of Bosque Farms*
232 *strictly prohibits any form of unlawful discrimination based on race, color, religion, gender*
233 *identity, sexual orientation, sex, national origin, age, disability, or political affiliation in any*
234 *program, activity, or service sponsored by the Village. Contact the office of the Village*
235 *Clerk/administrator for more information*
236

237
238
239

Planning and Zoning Administrator

Case 2

Proposed Subdivision of LANDS OF BOGGESS Tract: 3C

The applicant is required to comply with Village Ordinance for Subdivision. The application has some discrepancies first the relevant section of code with sections highlighted;

Application, review, decision and recording procedures shall conform to §§ 10-2-10A, B, D, E and F, 10-2-11 and 10-2-22.

§ 10-2-16 Minor subdivision procedures.

A. Process. A minor subdivision, as defined by this Section 10-2, may be approved by the governing body following recommendation by the Commission in a two-step process of preapplication conference and submission of a final plat.

B. Qualifications. In order to qualify for approval as a minor subdivision, the following conditions must exist:

- (1) The subdivision shall contain no more than four lots, with the exception of certain replats which satisfy all other conditions stated herein.
- (2) All subdivided lots shall front on existing dedicated public right-of-way, with the exception of land-splits which satisfy all other conditions stated herein.
- (3) No new public right-of-way shall be created and no existing public right-of-way shall be changed.
- (4) The subdivision will not create a need for any addition to public facilities which currently exist to serve the area of the subdivision, with the exception of land-splits which satisfy all other conditions herein.
- (5) Subdividers with certain tracts of land which may not have adequate access off an existing dedicated public right-of-way, and may require an addition to the public facilities, may be granted a land-split subdivision by the governing body following recommendation by the Commission. In order to qualify as a land-split subdivision, the following conditions must be met:
 - (a) The land-split subdivision divides the tract into two lots. These two lots or any part thereof shall not be further subdivided as a land-split subdivision.
 - (b) The two lots shall conform to the zoning regulations governing that zone district.
 - (c) Adequate ingress and egress to and from both lots must be provided by the subdivider by either a public dedicated roadway or a private roadway easement of at least 40 feet in width.

(d) The Village of Bosque Farms shall not be responsible for any private roadway easements developed in a land-split subdivision.

(e) Application and approval for a land-split subdivision shall be made in accordance with the procedures for minor subdivisions as stated in this § 10-2-16.

(6) The subdivision shall not be in conflict with any provision of this Section 10-2, or the Master Plan or Section 10-1, Zoning, of the Village.

Review:

According to platting information located at Valencia County Clerk's office, there were three lots created in 2022, in conflict with the highlighted sections. The Village Subdivision Ordinance limits the subdivision of property to two lots without utility improvements. Furthermore, when two lots are created that did not require the installation of utilities then those two lots cannot be further subdivided. Until such time as utilities are built to the existing lots this property cannot be further subdivided.

C. Application, review, decision and recording procedures shall conform to §§ 10-2-10A, B, D, E and F, 10-2-11 and 10-2-22.

Additionally, the following is also noted:

1. the Utilities signature block does not include The Village Water and Sewage Department.

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

10-2-16 Minor Subdivision Application

Applicant Lonna Podeyn
Phone # (505) 450-1529
Day Evening

Address Mark Podeyn Action RV 1100 Bosque Farms Blvd
Mailing Bosque Farms nm 87068

Property Owner _____ if different than applicant

Property Owner Address

Phone # _____ Day _____ Evening _____

Legal Description of Property to be Subdivided Tract 301 Lands of Doggett

Section 1 Township 7 Range 2 Lot(s)

Address of Property to be Subdivided 1210 Bosque Farms Blvd
Bosque Farms NM 87068

Total Acreage of Property before Subdivision 4.2518 gross 3.7557 net

Acreage of Each Proposed Lot	gross	net
3C1A 2.0238	1.5220	
3C2B 2.2281	1.8179	

Access to Property VIA Highway 47

Road Easement Width 40 ft

Road Easement Frontage Footage of Each Lot

Property Zone District of Proposed Lots

Reason for Proposed Minor Subdivision
commercial, specific use for proposed grocery store

I DO BY HEREBY CERTIFY that the statements I have made on this application are true and correct to the best of my knowledge.

Signature of Applicant Karl Rodey Date 9/10/25

SUBSCRIBED AND SWORN TO ME

My Commission Expires:

Shyanne Irene Vallejos

05/01/27
Notary Public

SHYANNE IRENE VALLEJOS
Notary Public - State of New Mexico
Commission # 1125875
My Comm. Expires May 1, 2027

Date Application Received 9/10/25 Receipt # 00276964
Fee Paid Lanner Poyden Receipt # 00276964
Date Sign Issued 9/22/25 to 10/6/25
Planning & Zoning Commission Meeting Date 10/6/25
Legal Published Valencia County News Bulletin Date (s) _____

10-2-16 Procedure for Minor Subdivision.

- A. Process. Minor subdivision as defined by this Ordinance may be approved by the Council following recommendation by the Commission in a two-step process of pre-application conference and submission of final plat.
- B. Qualifications. In order to qualify for approval of as a minor subdivision, the following conditions must exist:
- 1 The subdivision shall contain no more than 4 (four) lots, with the exception of certain replats which satisfy all other conditions stated herein.
 - 2 All subdivided lots shall front on existing dedicated public right-of-way with the exception of land-splits which satisfy all other conditions stated herein.
 - 3 No new public right-of-way is created and no existing public right-of-way is changed.
 - 4 The subdivision will not create a need for any addition to public facilities which currently exist to serve the area of the subdivision with the exception of land-splits which satisfy all other conditions herein.
 - 5 Subdividers with certain tracts of land which may not have adequate access off an existing dedicated public right-of-way and may require an addition to the public facilities, may be granted a lot-split subdivision by the Council following recommendation by the Commission. In order to qualify as a land-split subdivision the following conditions must be met:
 - a The land-split subdivision divides the tract into 2 (two) lots. These 2 (two) lots or any part thereof shall not be further subdivided as a land-split subdivision.
 - b The 2 (two) lots shall conform to the zoning regulations governing that zone district.
 - c Adequate ingress and egress to both lots must be provided by the subdivided by either a public dedicated roadway or a private roadway easement of at least 40'-(forty) feet in width.
 - d The Village of Bosque Farms shall not be responsible for any private roadway easements developed in a land-split subdivision.
 - e Application and approval for a land-split subdivision shall be made in accordance with the procedures for Minor Subdivision as stated in Sections 10-2-16 of this Ordinance.
 - 7 The subdivision shall not be in conflict with any provision of this Ordinance, or the Master Plan or Zoning Ordinance of the Village.
- C. Application, Review and Decision. As per Sections 10-2-10.A, 10-2-10.B., 10-2-10.D., 10-2-10.E., 10-2-10.F., 10-2-11 and 10-2-22.

Additional Information from the Planning & Zoning Officer _____

Planning & Zoning Commission Recommendation to the Governing Body _____

Date of Council Meeting _____

Decision of Governing Body _____

Restrictions (if any) _____

CHAVEZ LAW FIRM, P.C.

STEVEN M. CHAVEZ
ATTORNEY AT LAW

February 6, 2025

MEMORANDUM OPINION

To: Town of Peralta, Mayor and Town Councilors
From: Steven M. Chavez, Town Attorney
Re: Political Subdivisions and NMSA, 1978, § 3-7-4(A)

Because municipalities are not expressly listed in NMSA, 1978, § 3-7-4(A) as it applies to annexation, I have been asked to provide a legal opinion whether it is applicable to municipalities. As briefly explained below, the statute is applicable to municipalities and municipalities are considered to be political subdivisions of the State of New Mexico.

First, NMSA, 1978, § 3-7-4(A) states in relevant part under subsection A, the following:

A. Territory owned by the government of the United States, its instrumentalities, the state of New Mexico or a political subdivision of New Mexico, may be annexed to a municipality upon the consent of the authorized agent of the government of the United States, its instrumentalities, the state of New Mexico or a political subdivision of New Mexico.

This statute language essentially allows municipalities to annex a "territory" of a "political subdivision" of the State if that political subdivision *consents*. The New Mexico Supreme Court has held that a municipality is a political subdivision.

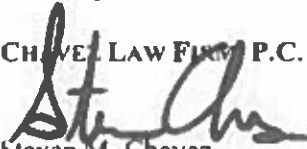
Under the New Mexico Supreme Court case of *City of Albuquerque v. Campbell*, 1960-NMSC-138, the Court held that the New Mexico State Legislature intended for the term "political subdivision" to include duly created municipalities under the jurisdiction of the State.

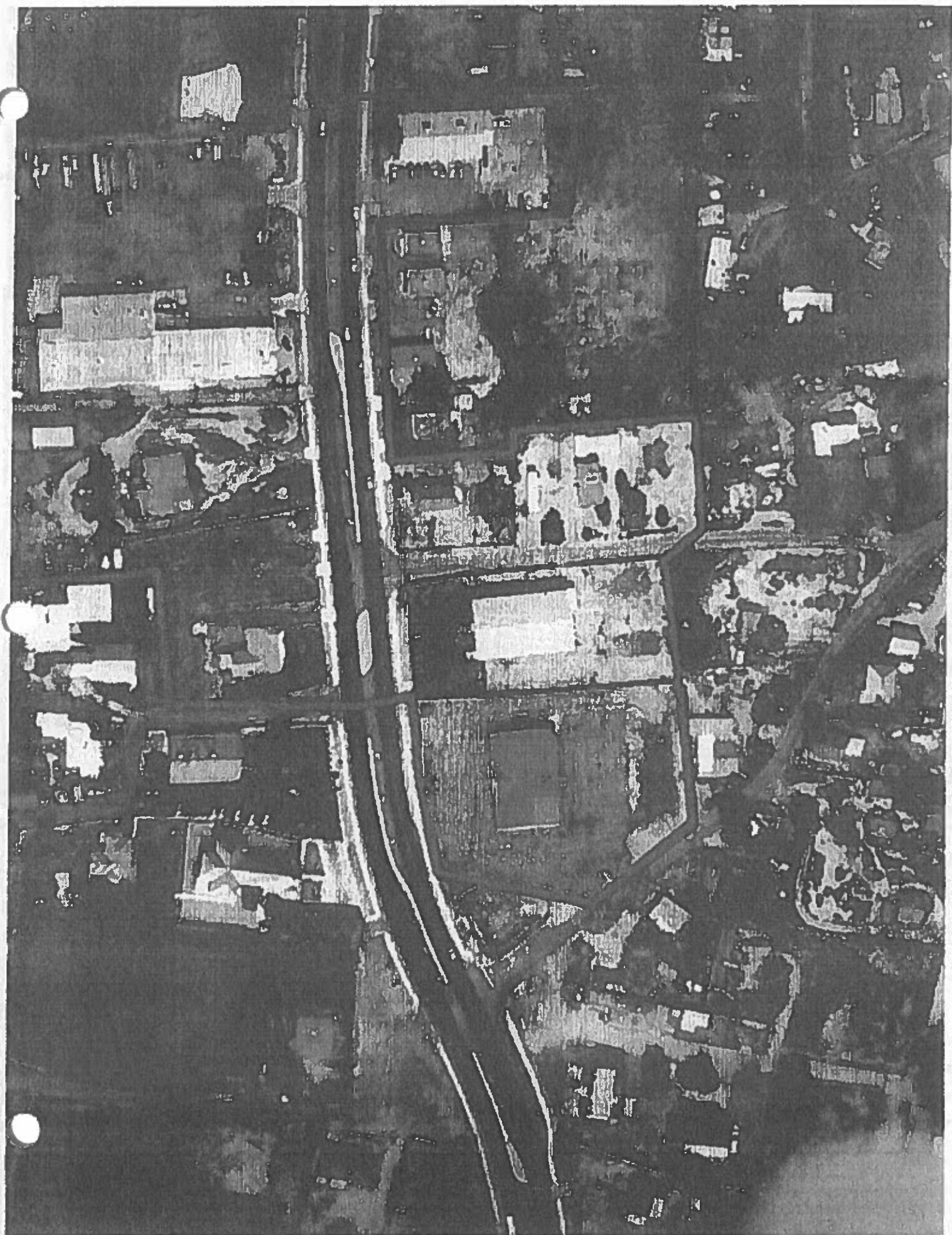
Accordingly, under the above stated statute, if, for example, the Village of Bosque Farms consents to the Town of Peralta annexing land in the Village of Bosque Farms (or *vice versa*), the above referenced statute allows the annexation. The principal requirement is that the annexation be done with the *consent* of the affected municipality who otherwise has jurisdiction of the land. Without either municipalities' consent, the annexation cannot occur.

Please call me if you have any questions. Thank you.

Sincerely,

CHAVEZ LAW FIRM P.C.


Steven M. Chavez



RESOLUTION No. 2025-010

**A RESOLUTION OF THE TOWN OF PERALTA
COUNCIL SEEKING ANNEXATION OF THE TOWN OF
PERALTA COMMUNITY CENTER**

WHEREAS, both the Village of Bosque Farms and the Town of Peralta as duly incorporated municipalities are also both political subdivisions of the State of New Mexico.

WHEREAS, under New Mexico law, NMSA 1978, § 3-7-4, with consent of a relinquishing political subdivision, a territory owned by a political subdivision (municipality) of New Mexico, may be annexed to another political subdivision (municipality) upon the consent of the authorized agent of the relinquishing political subdivision (municipality) of New Mexico.

WHEREAS, the Town of Peralta owns fee simple the real estate and building in the attached Plat and identified as Tract 20C1, 1.7055 acres, which is marked as Exhibit A, and which is otherwise known as the "Town of Peralta Community Center," its physical address is 2500 Bosque Boulevard, Village of Bosque Farms, 87068.

WHEREAS, the Town of Peralta Community Center is wholly within the territory incorporated within the jurisdiction of the Village of Bosque Farms.

WHEREAS, the Town of Peralta Community Center is otherwise contiguous to the Town of Peralta's territorial jurisdiction and existing utility services at the proposed annexed property would not be interrupted.

WHEREAS, the Town of Peralta desires to annex the Town of Peralta's Community Center and real property on which it sits as exhibited in the attached Exhibit A, but only upon the consent of the Village of Bosque Farms.

WHEREAS, Pursuant to NMSA 1978, § 3-7-8, upon consent from the Village of Bosque Farms of the proposed annexation, the Town of Peralta agrees to accept annexation and responsibility of the street, Peralta Boulevard, which is located along the boundary of the territory proposed to be annexed.

WHEREAS, as a good faith gesture, the Town of Peralta Council is willing to execute a memorandum of understanding to fully assume responsibility for the maintenance of the entire distance of Peralta Drive, even the portion that is within the territory of the Village of Bosque Farms.

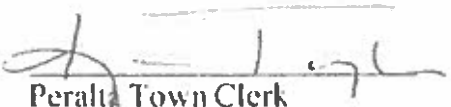
NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Peralta desires to seek annexation of its Community Center.

PASSED, ADOPTED, and APPROVED this 11th day of March 2025, by the Town Council of the Town of Peralta, New Mexico.

Town of Peralta Governing Body:


Bryan R. Olguin, Mayor
Michael Leon Otero, Councilor
Mayor-Pro Tem
Joseph Romero, Councilor
Randy Smith, Councilor
Claudio Moya Jr. Councilor

ATTEST:


Peralta Town Clerk
Kori Taylor

2005 24203

TRACT CONSOLIDATION PLAT
TRACTS 20A, 20B, & 20C
MRGCD MAP 66
BOSQUE FARMS, NEW MEXICO
OCTOBER 2005

NOTES:
1. The plat is subject to all existing easements, rights of way, and other interests of record.

2. The plat is subject to all existing covenants, conditions, and restrictions of record.

3. The plat is subject to all existing liens and other encumbrances of record.

4. The plat is subject to all existing taxes and other charges of record.

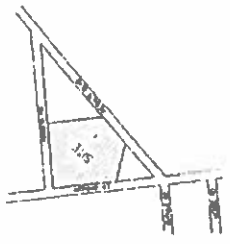
5. The plat is subject to all existing laws and regulations of the State of New Mexico.



UNION ENGINEERING & SURVEYING, INC.
1000 N. 10TH ST., SUITE 100
ALBUQUERQUE, NM 87102
(505) 261-1111

Page 443

APPROVED BY: [Signature]
DATE: 10/10/05



VICINITY MAP

NOTES:
1. The plat is subject to all existing easements, rights of way, and other interests of record.

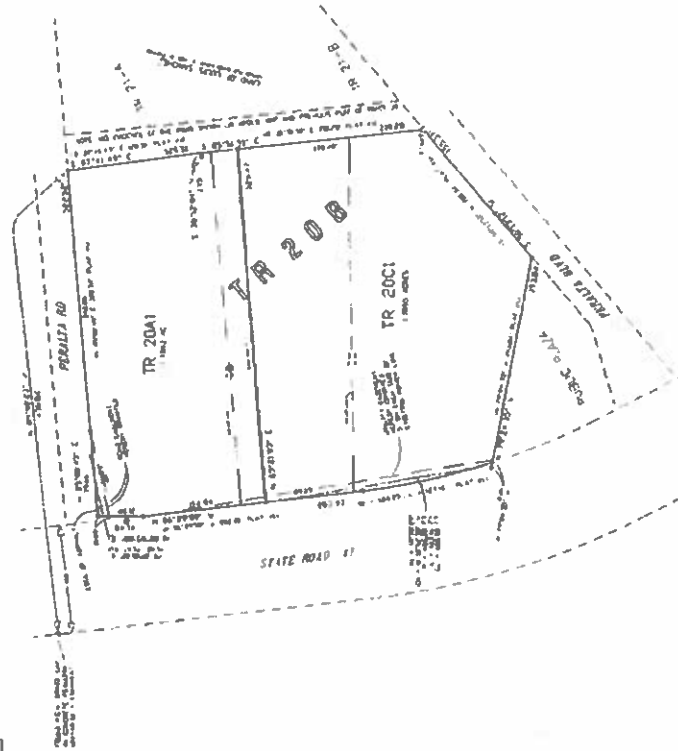


Exhibit
A

SCALE 1" = 50'

NOTES:
1. The plat is subject to all existing easements, rights of way, and other interests of record.

2. The plat is subject to all existing covenants, conditions, and restrictions of record.

LEGEND
1. Shaded areas are reserved for future development.
2. Dashed lines indicate proposed boundaries.
3. Solid lines indicate existing boundaries.
4. Arrows indicate the direction of survey.

RESOLUTION No. 2025-001

**A RESOLUTION OF THE TOWN OF PERALTA
COUNCIL SEEKING ANNEXATION OF THE TOWN OF
PERALTA COMMUNITY CENTER**

WHEREAS, both the Village of Bosque Farms and the Town of Peralta as duly incorporated municipalities are political subdivisions of the State of New Mexico.

WHEREAS, under New Mexico law, NMSA 1978, § 3-7-4, with consent of a relinquishing political subdivision, a territory owned by a political subdivision (municipality) of New Mexico, may be annexed to another political subdivision (municipality) upon the consent of the authorized agent of the relinquishing political subdivision (municipality) of New Mexico.

WHEREAS, the Town of Peralta owns fee simple the real estate and building in the attached Plat, identified as Tract 20C1, 1.7055 acres, which is marked as Exhibit A, and which is otherwise known as the "Town of Peralta Community Center," its physical address is 2500 Bosque Boulevard, Village of Bosque Farms, 87068.

WHEREAS, the Town of Peralta Community Center is wholly within the territory incorporated within the jurisdiction of the Village of Bosque Farms.

WHEREAS, the Town of Peralta Community Center is otherwise contiguous to the Town of Peralta's territorial jurisdiction and existing utility services at the proposed annexed property would not be interrupted by annexation.

WHEREAS, the Town of Peralta desires to annex the Town of Peralta's Community Center and real property on which it sits as exhibited in the attached Exhibit A, but only upon the consent of the Village of Bosque Farms.

WHEREAS, Pursuant to NMSA 1978, § 3-7-18, Peralta Boulevard, which is located along the boundary of the territory proposed to be annexed is fully maintained by the Town of Peralta.

WHEREAS, the Town of Peralta desires to be a good neighbor and fully understands and acknowledges that the annexation of territory within the Village of Bosque Farms cannot be carried out or finalized without the consent of the Village of Bosque Farms.

WHEREAS, as a good faith gesture, the Town of Peralta Council is willing to execute a memorandum of understanding to fully assume responsibility for the maintenance of the entire distance of Peralta Drive, even the portion that is within the territory of the Village of Bosque Farms.

NOW, THEREFORE BE IT RESOLVED that the Town Council of the Town of Peralta desires to seek annexation of its Community Center.

PASSED, ADOPTED, and APPROVED this 11th day of March 2025, by the Town Council of the Town of Peralta, New Mexico.


Town of Peralta Governing Body:


Bryan R. Oguin, Mayor


Michael Leon Otero, Councilor
Mayor-Pro Tem


Joseph Romero, Councilor


Randy Smith, Councilor


Claudio Moya Jr. Councilor

ATTEST:


Peralta Town Clerk
Kori Taylor

TRACT CONSOLIDATION PLAT
TRACTS 20A, 20B, & 20C
MRGCD MAP 66
BOSQUE FARMS, NEW MEXICO
OCTOBER 2005

NUMBER OF THIS PLAN IS BEING USED FOR 2 MONTHS

THE ATTORNEY AT LAW, 1000 10TH AVENUE, SUITE 1000, NEW YORK, N.Y. 10018. TEL: 212-691-1000. FAX: 212-691-1001. E-MAIL: info@nylaw.com. WEBSITE: www.nylaw.com. **NEW YORK, N.Y.** 10018. TEL: 212-691-1000. FAX: 212-691-1001. E-MAIL: info@nylaw.com. WEBSITE: www.nylaw.com.

www.elsevier.com/locate/jmb

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-09-2001 BY SP-6 BTJ/KJS

W.D. Harrison
 22-11-1965

1. The first of these is the

...and ...

[illegible][illegible]

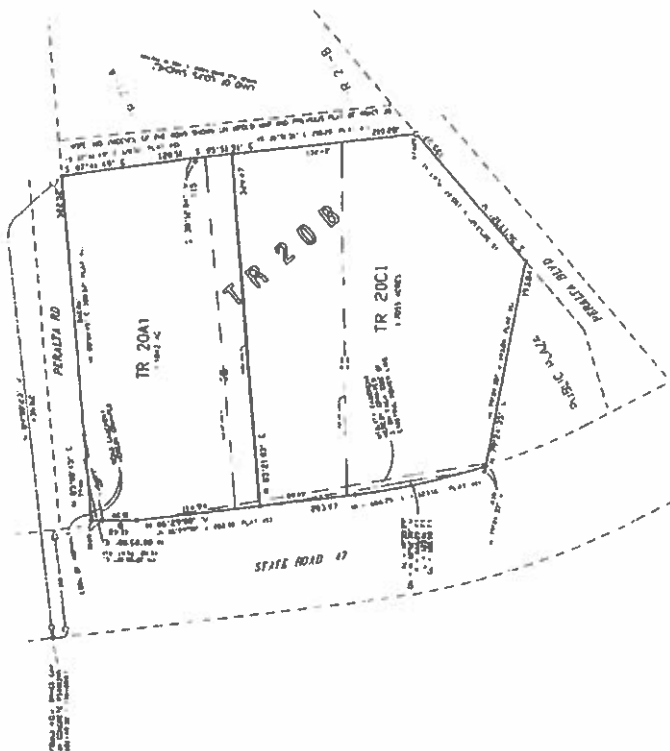
10/27/98

8/10/2010

LYNN ENGINEERING & SURVEYING, INC.
621 Commercial Lane
Merrill, ME 04003 874-2

CONFIDENTIAL

Wm. F. Powell & Co.
1000 Broadway
New York City



1

For the first time, the U.S. Census Bureau has reported that the number of people who are obese has increased in every state and the District of Columbia. In 1994, 15.5 percent of the U.S. population was obese, up from 14.5 percent in 1991. The increase was most dramatic in the South, where the obesity rate rose from 16.5 to 19.5 percent. In the West, the rate rose from 14.5 to 16.5 percent. In the Midwest, the rate rose from 14.5 to 16.5 percent. In the Northeast, the rate rose from 14.5 to 16.5 percent. In the South, the rate rose from 16.5 to 19.5 percent. In the District of Columbia, the rate rose from 14.5 to 16.5 percent.

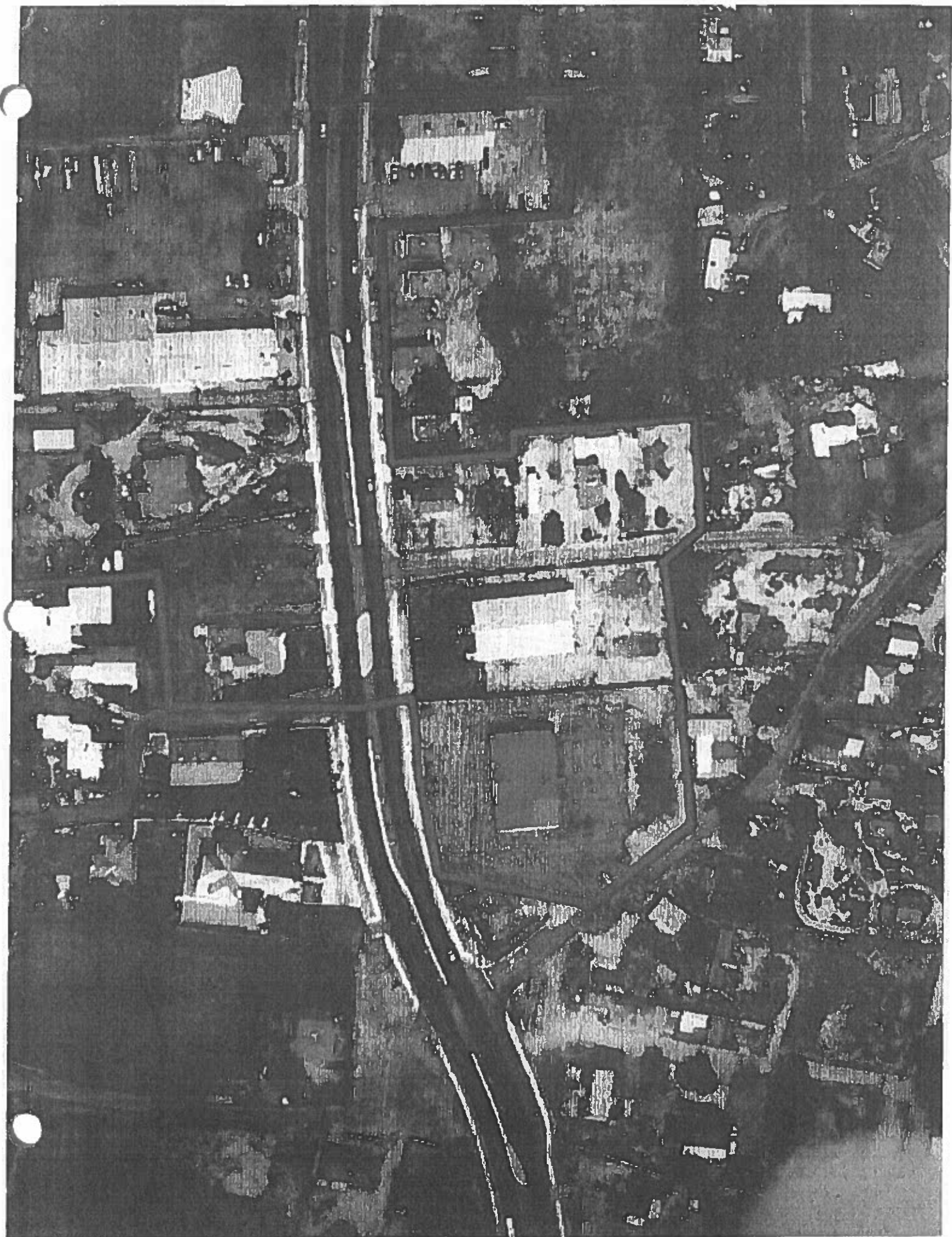
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[illegible][illegible]

VICINITY MAP

[illegible]Exhibit
A

DATE 11 - 40



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") dated _____ (the "Effective Date") is made by and between the Town of Peralta, and the Village of Bosque Farms, both being municipal political subdivisions of the State of New Mexico, collectively (the Parties), upon the following terms and conditions.

RECITALS:

- A. The western half of Peralta Drive is within the territorial jurisdiction of the Village of Bosque Farms and the other half (Eastern portion) is within the territorial jurisdiction of the Town of Peralta.
- B. The boundary lines showing which portion of Peralta Drive is within the respective jurisdictions of the respective Parties is shown on Exhibit "A" attached hereto and included herein by reference.
- C. Under New Mexico law, the Parties are each legally responsible to maintain that portion of Peralta Drive which is within their respective territorial jurisdictions.
- D. Peralta Drive needs maintenance.
- E. At no cost to the Village of Bosque Farms, the Town of Peralta agrees to take full responsibility for the maintenance of Peralta Drive which is within the territory of the Village of Bosque Farms.

IT IS THEREFORE mutually agreed as follows:

AGREEMENT

- 1. With the consent of the Village of Bosque Farms, the Town of Peralta shall be permanently responsible to maintain the entirety of Peralta Drive which includes that portion of Peralta Drive that is within the territory of the Village of Bosque Farms.

VILLAGE OF BOSQUE FARMS

TOWN OF PERALTA

By: _____
Signature

By: _____
Signature

Date: _____

Date: _____

EXHIBIT A

(Tract 86A1 S:13 T:7N R: 2E Map 66 being approximately 1.05 acres, and Tract 86A2 S:13 T:7N R 2E Map 66 being approximately 1.22 acres)

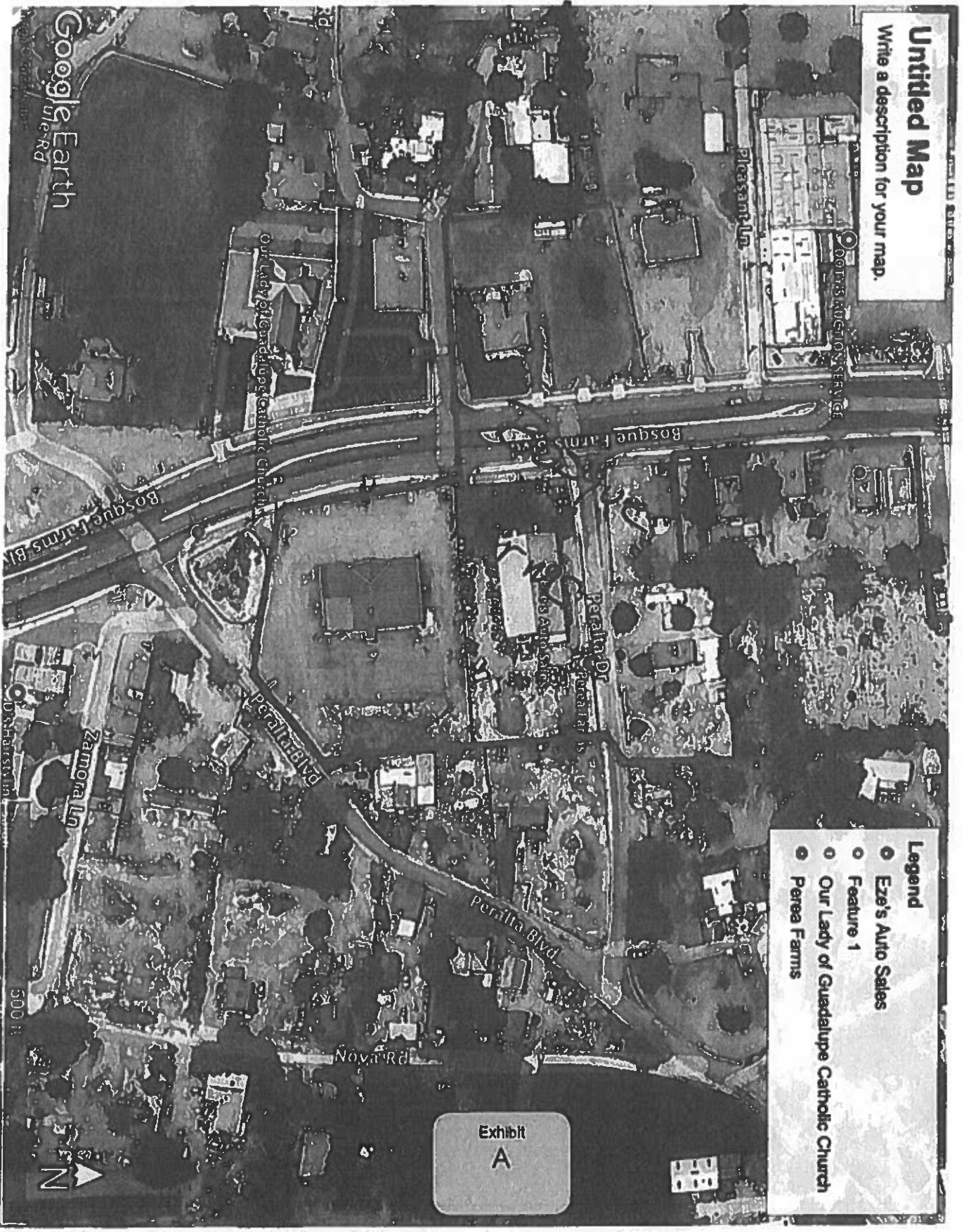
Untitled Map

Write a description for your map.

- Legend**
- Eze's Auto Sales
 - Feature 1
 - Our Lady of Guadalupe Catholic Church
 - Perea Farms

Exhibit
A

Google Earth
Web



CHAVEZ LAW FIRM, P.C.

STEVEN M. CHAVEZ
ATTORNEY AT LAW

February 6, 2025

MEMORANDUM OPINION

To: Town of Peralta, Mayor and Town Councilors
From: Steven M. Chavez, Town Attorney
Re: Political Subdivisions and NMSA, 1978, § 3-7-4(A)

Because municipalities are not expressly listed in NMSA, 1978, § 3-7-4(A) as it applies to annexation, I have been asked to provide a legal opinion whether it is applicable to municipalities. As briefly explained below, the statute is applicable to municipalities and municipalities are considered to be political subdivisions of the State of New Mexico.

First, NMSA, 1978, § 3-7-4(A) states in relevant part under subsection A, the following:

A. Territory owned by the government of the United States, its instrumentalities, the state of New Mexico or a political subdivision of New Mexico, may be annexed to a municipality upon the consent of the authorized agent of the government of the United States, its instrumentalities, the state of New Mexico or a political subdivision of New Mexico.


This statute language essentially allows municipalities to annex a "territory" of a "political subdivision" of the State if that political subdivision *consents*. The New Mexico Supreme Court has held that a municipality is a political subdivision.

Under the New Mexico Supreme Court case of *City of Albuquerque v. Campbell*, 1960-NMSC-138, the Court held that the New Mexico State Legislature intended for the term "political subdivision" to include duly created municipalities under the jurisdiction of the State.

Accordingly, under the above stated statute, if, for example, the Village of Bosque Farms consents to the Town of Peralta annexing land in the Village of Bosque Farms (or *vice versa*), the above referenced statute allows the annexation. The principal requirement is that the annexation be done with the *consent* of the affected municipality who otherwise has jurisdiction of the land. Without either municipalities' consent, the annexation cannot occur.

Please call me if you have any questions. Thank you.

Sincerely,

CHAVEZ LAW FIRM, P.C.

Steven M. Chavez

Chapter 26

ANNEXATION

GENERAL

Annexation is the legal method of expanding the municipal boundaries, making the incorporated municipal land area larger. The general annexation statutes (§§ 3-7-1 through 3-7-18), which apply to all municipalities except those in a class A county, provide for three methods of annexation:

1. the petition method (§ 3-7-17);
2. the arbitration method (§ 3-7-5 through 3-7-10);
3. the Municipal Boundary Commission method (§ 3-7-11 through 3-7-16) .

Under each method, the territory being annexed must not be within the boundary of another municipality (§ 3-7-3). With one exception, the territory must also be contiguous to (directly adjoining) the municipality annexing it (§§ 3-7-5, 3-7-15, and 3-7-17). The one exception to the contiguity requirement is that territory which is separated from the municipal boundary only by land owned by the federal government, the state, or a political subdivision of the state may be annexed along with the federal, state, or political subdivision land if the government owning the intervening land consents to the annexation (§ 3-7-4).

All annexations must include any streets located along the boundary of the territory being annexed (§ 3-7-18).

The main difference between the three methods is that, under the petition method, the governing body makes the decision; under the other two methods, another body makes the decision based, in part, on whether the municipality can provide municipal services (such as police and fire protection, utility services, etc.) to the proposed territory immediately or "within a reasonable time." There is no definition of either the services which must be provided or what is a reasonable time, so the Board of Arbitration or the Municipal Boundary Commission has broad latitude in making its decision.

If a municipality is districted for elections, it is helpful to include the election district(s) for the territory that is being annexed.

Municipal departments should be notified of all annexations, as they may need to include the new territory in their service plans. Some of the departments that need to be notified of new city boundaries include: Police, Fire, Water, Wastewater, Solid Waste, Recreation, Library and Municipal Court.

PETITION METHOD

The petition method of annexation may be used only by the owners of land within the territory proposed to be annexed (§ 3-7-17). A petition signed by the owners of a majority of the number of acres in the territory proposed to be annexed, and accompanied by a map showing the external boundary of the territory and its relationship to the existing municipal boundary, is presented to the municipal governing body. The governing body either annexes the territory by ordinance or rejects the annexation by ordinance. If the governing body annexes the territory, a copy of the ordinance with a plat of the annexed territory is filed in the office of the County Clerk. Copies are also sent to the Secretary of Finance and Administration and the Secretary of Taxation and Revenue.

Within 30 days after the filing of the copy of the annexation ordinance in the office of the County Clerk, any person owning land within the annexed territory may appeal to the district court questioning the validity of the annexation proceedings. (The statute does not state any recourse if the annexation is rejected. However, there appears to be nothing to prevent the landowners from filing a petition with the Municipal Boundary Commission).

ARBITRATION METHOD (§§ 3-7-5 through 3-7-10)

The arbitration method of annexation may be used only by the municipality. In this method, the actual decision to annex or not to annex is made by a seven-member Board of Arbitration: three members representing the territory proposed to be annexed, three members representing the municipality proposing the annexation, and a seventh member who represents neither party and does not live in the municipality or the territory under consideration. The municipality begins by adopting a resolution of intent to annex and files the resolution with the County Clerk. The three members representing the territory are elected in a special election conducted by the County Clerk (§ 3-7-7); the three members representing the municipality are appointed by the governing body (§ 3-7-8); and together the six members meet to select the seventh member (§ 3-7-9).

The final determination of the Board of Arbitration must be certified within sixty (60) days of the selection of the seventh member (§ 3-7-10).

If the Board of Arbitration decides that all or part of the territory should be annexed, it notifies the Municipal Clerk and the County Clerk, and the municipal governing body passes an ordinance making the annexation approved by the Board. If the Board decides the territory should not be annexed, the municipality may not file a new resolution to annex that territory until two years have passed. However, the municipality may try to get the same territory annexed by petitioning the Municipal Boundary Commission to decide the question.

MUNICIPAL BOUNDARY COMMISSION METHOD (§§ 3-7-11 through 3-7-16)

The Municipal Boundary Commission method of annexation may be used either by the municipality or by landowners of the territory proposed to be annexed. After receipt of a petition, as authorized in § 3-7-11, the Municipal Boundary Commission will meet within 60 days, in the municipality where the annexation is proposed. The Municipal Boundary Commission consists of three members appointed by the governor and is contacted through the Secretary of Finance and Administration. The members are paid mileage and per diem by the municipality, unless the petition seeking annexation was filed by landowners in the territory proposed to be annexed and the territory is not ordered to be annexed. If both these conditions are met, the Commission is paid by the landowners signing the petition (§ 3-7-12).

If the Municipal Boundary Commission determines that the territory or a portion of the territory should be annexed, it orders the territory or portion of territory annexed; if the Commission decides that none of the territory should be annexed, it does not order the territory annexed (§ 3-7-15).

Within 10 days after the Municipal Boundary Commission makes its determination, the Secretary of Finance and Administration files certified copies of the Commission's order in the office of the Municipal Clerk and in the office of the County Clerk (§ 3-7-16). A copy is also transmitted to the Secretary of Taxation and Revenue.

Within 30 days after the order of the Municipal Boundary Commission is filed, any owner of land within the territory proposed to be annexed may file for review of the order by the district court (§ 3-7-15).

ANNEXATION IN A CLASS A COUNTY

The general annexation statutes do not apply to municipalities within a Class A county. Instead, the Metropolitan Boundary Act for Class A Counties (§§ 3-57-1 through 3-57-9) must be followed.