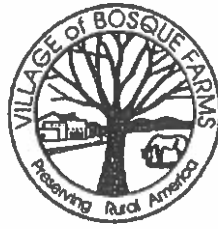


P.O. Box 660
Peralta, NM 87042
(505) 869-2358
(505) 869-3342 Fax



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, NOVEMBER 20TH, 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 AND THE HIRING OF A UTILITY WROKER**
- 4. APPROVAL OF THE AGENDA**
- 5. COUNCIL TO REVIEW & TAKE ACTION ON PREVIOUS MINUTES**
August 14, 2025, Workshop
October 16, 2025, Regular Meeting
- 6. DEPARTMENTAL REPORTS**
- 7. MAYOR & COUNCIL REPORTS**
- 8. COUNCIL TO REVIEW AND TAKE ACTION ON TREASURER'S REPORT**
- 9. PUBLIC COMMENT FOR NON-AGENDA ITEMS**
(Comments are limited to 1 ½ Minutes, time cannot be distributed to peers in attendance)
- 10. COUNCIL TO REVIEW & TAKE ACTION ON HIRING OF A UTILITY WORKER**
- 11. COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1079-25 L300358 WINCHESTER DRIVE.**
- 12. COUNCIL TO REVIEW AND TAKE ACTION ON AMENDED IGA TO PROVIDE FLOOD PLAIN MANAGEMENT, GIS ADDRESSING AND GIS E-911 SERVICES BETWEEN THE COUNTY OF VALENCIA AND THE VILLAGE OF BOSQUE FARMS**

“PRESERVING RURAL AMERICA”

13. COUNCIL TO REVIEW AND DISCUSS ANNEXATION REQUEST BY THE TOWN OF PERALTA.

TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS VILLAGE COUNCIL WILL BE HELD ON THURSDAY, DECEMBER 18TH, 2025.

ADJOURNMENT

PLEASE NOTE: The Governing Body may revise the order of the agenda items considered at this Open Meeting. If you are an individual with a disability who needs a reader, qualified sign language interpreter, or any other form of auxiliary aid or service to attend or participate in the hearing or meeting, please contact the 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.

Agenda Posted on October 14, 2025


Erica A Martinez, Clerk/Administrator

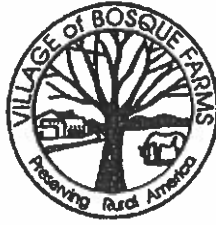
“PRESERVING RURAL AMERICA”

VILLAGE OF BOSQUE FARMS

Post Office Box 660
Peralta, NM 87042

1455 West Bosque Loop
Bosque Farms, NM 87068

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



Chris Gillespie, Mayor

Council:
Ronita Wood
Michael Cheromiah
Erica DeSmet
Tim Baughman

Minutes: August 14, 2025 Workshop

- The purpose of the Workshop was a class taught by municipal law expert Randall Van Vleck regarding meeting conduct and parliamentary procedure.
- The Workshop was called to order at 6:00 pm
- In attendance were Mayor Gillespie, Councilor Cheromiah, Councilor DeSmet, Councilor Baughman. A quorum was present. Also in attendance were legal counsel Mark Jarmie, Deputy Clerk Shaline Lopez and numerous members of the public.
- The workshop was adjourned at 8:27pm.

“PRESERVING RURAL AMERICA”

1 **COUNCIL OF THE VILLAGE OF BOSQUE FARMS, NM**
2 **MINUTES OF THE REGULAR MEETING**
3 **OCTOBER 16, 2025**
4

5 **1. CALL TO ORDER & ROLL CALL**
6

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

8
9 Present were Mayor Chris Gillespie, Mayor Pro Tem Ronita Wood, Councilor Erica De Smet,
10 Councilor Tim Baughman, Councilor Cheromiah arrived late. Quorum present.

11
12 **2. PLEDGE OF ALLEGIANCE**
13

14 Mayor Gillespie led the Pledge of Allegiance.

15
16 **3. APPROVAL/DISAPPROVAL OF AGENDA**
17

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

20
21 Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Mayor Gillespie, for
22 Councilor Cheromiah, absent and Councilor Baughman, for. **Motion carried unanimously.**
23

24 **4. PUBLIC COMMENT FOR NON-AGENDA ITEMS**

25 ***(Comments are limited to 1 ½ Minutes, time cannot be distributed to peers in attendance)***
26

27 Dolly Wallace, resident, commented on better communication with the community. She
28 proposed changing public comment from one and a half (1 ½) minutes to two and a half (2 ½)
29 minutes.

30
31 Stef Scanland, resident, asked how items on the agenda are prioritized.

32
33 Suzanne Heske, resident, asked for an update regarding the proposal for the EMS Service.
34 Mayor gave a brief update. Obtaining the license for the EMS Rescue Unit is in progress. We
35 are looking at purchasing the supplies needed in the unit. Once this is complete and it is
36 inspected by the state it will be up and running. Heske appreciates the update and wants more
37 communication. This is a major priority, and she hopes this will continue to move forward as
38 quickly as possible.

39
40 **5. DEPARTMENTAL REPORTS**
41

42 Fire Chief Brogden stated the fire department doesn't have any comments but will stand for
43 questions.

44
45 Police Chief Owen presented September 2025 police and animal control reports.
46
47

3
4 **October 6, 2025, Special Meeting Minutes**

5
6 Councilor De Smet made a motion to approve the minutes for the October 6, 2025, Special
7 Meeting. Mayor Pro Tem Wood seconded the motion.

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

11
12 **9. COUNCIL TO REVIEW AND TAKE ACTION ON RESOLUTION 1078-25**
13 **APPROVING HOLIDAY SCHEDULE**

14
15 Councilor De Smet made a motion to approve Resolution 1078-25 Holiday Schedule. Mayor
16 Pro Tem Wood seconded to motion.

17
18 Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor
19 Cheromiah, for and Councilor Baughman, for. **Motion carried unanimously.**

20
21 **10. COUNCIL TO OPEN A PUBLIC HEARING REGARDING FENCE VARIANCE**
22 **FOR 1775 PEARL LOOP**

23
24 John Padilla, the resident requesting the variance, was present at the meeting.

25
26 Councilor Cheromiah made a motion to open a public hearing regarding fence variance for
27 1775 Pearl Loop. Councilor Baughman second the motion.

28
29 Roll call as follows: Mayor Pro Tem Wood, for; Councilor De Smet, for; Councilor
30 Cheromiah, for and Councilor Baughman, for. **Motion carried unanimously.**

31
32 Mr. Padilla explained that the Village approved and issued a permit for an eight-foot fence.
33 He had an elevation survey completed and an engineering contractor built the fence. He was
34 not informed of the meetings that took place as Mr. Limon informed him this was closed and
35 taken care of. Mr. Padilla said he was approved for an eight-foot fence, but his contractor
36 messed up twelve inches of fence. CID stamp was not on the paperwork.

37
38 Councilor De Smet asked Charwoman Eastman about procedure regarding a variance. It goes
39 before the Planning and Zoning Commission. If it is approved, they send it to the next Village
40 Council with a recommendation. There is a yellow sign posted with the date of the council
41 meeting. Residents are not allowed to build until approved by council.

42
43 Clerk has the burden of calling and informing the resident. There was confusion when the first
44 meeting was supposed to be. Residents arrived on the date posted on the sign, they were not
45 informed the meeting date had been changed.
46

5 **TIME AND PLACE OF NEXT MEETING**

6
7 THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS GOVERNING BODY
8 WILL BE HELD ON THURSDAY, NOVEMBER 20, 2025.
9

10 **Adjournment**

11
12 Mayor Gillespie adjourned the meeting at 7:26 p.m.

13
14 **PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF NOVEMBER 2025**
15

16
17
18 _____
19 Chris Gillespie, Mayor
20

21 (SEAL)
22
23
24
25

26 ATTEST:
27
28
29

30 _____
31 Erica A. Martinez, Clerk/Administrator
32



Christopher Gillespie
Mayor



Andrew Owen
Chief of Police

Village of Bosque Farms

MONTHLY REPORT FOR OCTOBER 2025

CALLS FOR SERVICE

Bosque Farms: 169

Peralta: 180

TOTAL: **349**

15% Decrease

TRAFFIC STOPS

Bosque Farms: 44

Peralta: 50

TOTAL: **94**

53% Decrease

CITATIONS

Bosque Farms: 29

Peralta: 25

TOTAL: **54**

75% Decrease

ARRESTS

Bosque Farms: 1

Peralta: 2

TOTAL: **3**

79% Decrease

REPORTS

Bosque Farms: 37

Peralta: 27

TOTAL: **64**

8% Decrease

DUI ARRESTS

Bosque Farms: 0

Peralta: 1

TOTAL: **1**

50% Decrease



Christopher Gillespie
Mayor



Andrew Owen
Chief of Police

Village of Bosque Farms

Statistical Breakdown by Jurisdiction

CRIME	BOSQUE FARMS	PERALTA
DOMESTIC VIOLENCE	1	3
MISSING PERSON/RUNAWAY	0	3
CHILD ABUSE/NEGLECT	0	2
CYFD REFERRAL/SCI REPORT	1	3
ASSAULT/BATTERY PEACE OFFICER	0	1
ASSAULT/BATTERY CITIZEN	1	0
TRAFFIC CRASH NO INJURY	4	6
TRAFFIC CRASH INJURY	2	1
DUI	0	1
SUSPENDED/REVOKED DL	0	0
ROBBERY	0	0
FRAUD/EMBEZZLEMENT	3	0
LARCENY	1	0
SHOPLIFTING	4	2
IDENTITY THEFT	0	0
BURGLARY (RESIDENTIAL)	0	0
BURGLARY (COMMERCIAL)	0	0
BURGLARY (AUTO)	0	1
CRIMINAL DAMAGE TO PROPERTY	1	2
STOLEN VEHICLE	1	0
RECOVERED STOLEN VEHICLE	0	0
DRUG OFFENSE	0	0
WARRANT ARREST	0	1
SUSPICIOUS ACTIVITY	6	12
ASSIST OTHER AGENCY	12	5
SWAT CALL OUTS	0	0
MENTAL/MEDICAL HEALTH CALLS	1	4
NATURAL DEATH	0	2
OTHER CALLS	125	133



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:

- Sgt Adams attended Alamo Fleet EXpo
- Chief Owen, Sgt Adams and Sgt Gutierrez attended IACP in Denver
- Sgt Adams attended building leadership culture
- Office Webb attended IR 9000 and Crisis Negotiator Training
- Sgt Gutierrez attended Women in Policing Conference

Significant Events:

- Sgt Duran assisted with SFST academy instruction
- Officer Sena conducted underage operation with VCSO

Special Events:

- Halloween night for trick-or-treat on Green Acres and throughout Village & Peralta

Admin/Additional:

Andrew M. Owen

Chief of Police

BOSQUE FARMS POLICE DEPT. OCTOBER 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 – 3 | ➤ SCI Reports – 4 |
| ➤ Supplemental Reports – | ➤ Safehouse Interviews – |
| ➤ Felony Arrest – | ➤ Total Citations – (BF) / (P) |
| ➤ Misdemeanor Arrest - | ➤ DWI Arrest - |

BOSQUE FARMS

BFPD25000298: SWAT activation for a barricaded subject in Los Chavez. Report taken.

BFPD25000318: SWAT warrant service in coordination with VCSO/CRIT/FBI. Report taken.

PERALTA

PPD25000231: Called out to a suspicious death. State Police Investigations Bureau assisted but I ultimately investigated the scene. The decedent could not be positively identified, and a cause of death was not immediately apparent. I attended the autopsy, and no signs of foul play were discovered. Over the next several weeks I kept in touch with the next of kin of the presumed individual and made every effort to identify them and have the remains returned to the family. The decedent was ultimately identified and released back to the family.

SCI REPORT(S):

SCI Intake 2066552: Received regarding neglect. Patrol conducted a welfare check and I contacted CYFD. This particular family is already receiving services and there was no need for further law enforcement investigation.

SCI Intake 2066943: Received with an allegation of inadequate living conditions. I made contact with CYFD who advised they had already been to the home in days prior and there was no truth to the allegations. This was retaliatory between separated parents living in different jurisdictions.

SCI Intake 2068729: Received regarding neglect. An intoxicated parent had been arrested for assaulting a store worker in Peralta. A child on scene was taken in by a family member, and a sci referral was made. The parent had already been charged accordingly and CYFD advised no further law enforcement action was necessary as the child was not involved in the incident.

SCI Intake 2069815: Received regarding physical abuse. The listed address was not in our jurisdiction and forwarded.

BOSQUE FARMS POLICE DEPT. OCTOBER 2025 MONTHLY
REPORT
DETECTIVE MARK GURULE

Training / Additional Services:

10/1 Completed background for Village Clerk

10/5 SWAT activation 18 La Loma in Los Chavez

10/8 Hosted SWAT training at the white house in Bosque Farms

10/9 Suspicious death investigation

10/10 Attend autopsy

10/15 SWAT training

10/22 SWAT/Breaching demo at BCSO

10/22 Began work on Bosque Farms IA Investigation.

10/23 SWAT warrant service with VCSO/CRIT/FBI



Chris Gillespie
Mayor

Village of Bosque Farms



Andrew Owen
Chief of Police

Animal Control - Monthly Report

October - 2025

Calls for Service/Phone Calls	115
After Hours Dispatch Calls	0
Citations Issued	3
Verbal/Written Warnings	3
Impounded Animals	2
Animals Taken to VC Shelter	1
Owner Release's	1
Stray Animals Turned Over to The Village	1
Animals Rehomed/Returned	2
Cats Caught in Traps by Residents	1
Animals Euthanized	0

SPECIAL EVENTS: Received approx. 50,000 lbs. of pet food & supplies that will be distributed to the public at a later date.

TRAINING:

Fine Fee Summary

From 10/01/2025 12:00 AM to 10/31/2025 11:59 PM

All Case Types and Sub-Types

All Clerks

Receipts

Case Payment

✓Animal Control	810.00
✓Corrections Fee	60.00
Corrections Fee PA	150.00
✓Court Automation Fee	18.00
✓Fine	4,258.00
✓Judicial Education Fee	9.00
PD Equipment Fund 1	150.00
✓PD Equipment Fund 2	225.00
Plannig & Zoning	50.00

Subtotal: 5,730.00

Total Receipts: 5,730.00

Report Total: 5,730.00

Monthly Activity Report

October 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	21	26	5	47	126	79
DUR	1	0	-1	4	8	4
Miscellaneous	0	0	0	1	2	1
NON TRAFFIC	0	0	0	2	1	-1
Planning & Zoning	5	1	-4	25	12	-13
SEAT BELTS	18	1	-17	61	79	18
TRAFFIC	51	26	-25	603	359	-244
Traffic violation	1	0	-1	1	1	0
Totals:	97	54	-43	744	588	-156

Non-Citations

Animal Control	0	0	0	0	1	1
Planning & Zoning	1	1	0	0	2	2
SEAT BELTS	1	0	-1	0	1	1
TRAFFIC	1	0	-1	3	2	-1
Totals:	3	1	-2	3	6	3

Fines and Fees

Animal Control	720.00	810.00	90.00	1,691.00	5,207.00	3,516.00
Corrections Fee	0.00	60.00	60.00	4,710.00	470.00	(4,240.00)
Corrections Fee PA	110.00	150.00	40.00	1,273.14	730.00	(543.14)
Court Automation Fee	0.00	18.00	18.00	1,395.00	138.00	(1,257.00)
Fine	4,227.00	4,258.00	31.00	36,442.67	39,476.00	3,033.33
Judicial Education Fee	0.00	9.00	9.00	697.00	69.00	(628.00)
PD Equipment Fund 1	110.00	150.00	40.00	1,293.15	750.00	(543.15)
PD Equipment Fund 2	165.00	225.00	60.00	1,863.71	1,145.00	(718.71)
Plannig & Zoning	0.00	50.00	50.00	0.00	550.00	550.00
Totals:	\$5,332.00	\$5,730.00	\$398.00	\$49,365.67	\$48,535.00	\$(830.67)

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

Citation Report Type	Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control	21	26	5	47	126	79
DUR	1	0	-1	4	8	4
Miscellaneous	0	0	0	1	2	1
NON TRAFFIC	0	0	0	2	1	-1
Planning & Zoning	5	1	-4	25	12	-13
SEAT BELTS	18	1	-17	61	79	18
TRAFFIC	51	26	-25	603	359	-244
Traffic violation	1	0	-1	1	1	0
No Report Type	8	2	-6	15	60	45
Total:	105	56	-49	759	648	-111

RESOLUTION NO. 1079-25

**A CONTRACT FUNDING RESOLUTION TO THE NEW MEXICO DEPARTMENT OF
TRANSPORTATION**

WHEREAS, the Village of Bosque Farms has entered into an agreement with the New Mexico Department of Transportation (NMDOT) for the 2025 Local Government Road Fund (LGRF) Grant Number L300358 in the amount of \$350,000.00 for pavement rehabilitation to Winchester Drive from South Bosque Loop to the end of the cul-de-sac, and;

WHEREAS, the Village of Bosque Farms has agreed to provide matching funds at a percentage of 25% of the total cost of the project, and;

WHEREAS, the Village of Bosque Farms is requesting a twelve-month funding extension to the agreement that currently expires on December 30, 2025.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the Village of Bosque Farms, New Mexico, to authorize the submission of a twelve-month funding extension request to the New Mexico Department of Transportation for the LGRF (L300358).

PASSED, APPROVED AND ADOPTED THIS 20th DAY OF NOVEMBER, 2025.

Chris Gillespie, Mayor

ATTEST:

Erica A. Martinez, Clerk/Administrator

MOLZENCORBIN

November 13, 2025

Ms. Erica Martinez
Clerk/Administrator
Village of Bosque Farms
1455 West Bosque Loop
Bosque Farms, New Mexico 87068

**RE: Village of Bosque Farms – Winchester Drive
2025 Local Government Road Fund (LGRF) Cooperative Agreement
Proposal for Professional Engineering Services**

Dear Ms. Martinez:

Molzen Corbin (MC) is pleased to present this Proposal to the Village of Bosque Farms for Professional Engineering Services for the above-referenced project.

BACKGROUND

The Village received a grant (including the 25% Village match) through the New Mexico Department of Transportation (NMDOT) LGRF for the design and construction of roadway improvements. It is our understanding that the Village intends to use these funds for the design and reconstruction of Winchester Drive.

SCOPE OF WORK

BASIC SERVICES

- Survey – Perform topographical survey of project area to include the following:
 - Vertical and horizontal topographical representation of the existing conditions for Winchester Drive from South Bosque Loop to the end of the cul-de-sac.
 - Coordination with NM 811 for utility line locates.
 - Horizontal locations of all utilities marked in the field.
- Design – Develop Design Documents. These documents will include the following:
 - Prepare the Project Manual based on a low Bid format, or award to a selected Contractor procured by the Village.
 - General Sheets including the Cover Sheet, Index of Drawings, General Notes, and Vicinity Map.
 - Existing Condition Sheets including Existing Typical Sections, and a Demolition Plan based on the field survey.
 - Proposed Condition Sheets including Proposed Typical Sections and Pavement Section Requirements.
 - Site Plan to show key elements of construction.

- Miscellaneous Detail Sheets following NMDOT Standard Details for Construction.
- Develop an Opinion of Probable Cost to include all final quantities.
- Coordinate NMDOT Environmental Certification (Problematic Categorical Exclusion):
 - Initial Site Assessment Determination,
 - Letter of Effort Form.
- Close-Out:
 - Coordinate with the NMDOT for Close-Out Documentation and request for disbursement.
 - Perform Close-Out activities including coordination of Close-Out Documentation identified in the Project Manual to finalize the project between the Village and MC.

ADDITIONAL SERVICES

- Bidding and Award Phase Services:
 - Coordinate with an on-call Contractor or advertise and open construction Bids for the project, including responding to Bidders' questions during the advertisement period, and prepare required Addenda for the Bid Documents.
 - Prepare information for the Village to consider awarding the project including the Bid Tabulation, Bid Evaluation, and Information for Consideration of Award letter.
 - Support the Village with correspondence to award the project or reject Bids.
- Construction Administration:
 - Host the Pre-Construction Meeting including the preparation of meeting minutes.
 - Review Contractor material submittals.
 - Coordinate Construction Progress Meetings on an as needed basis including the preparation of meeting minutes.
 - Respond to Contractor Requests for Information throughout construction.
 - Coordinate Change Orders when identified during construction between the Village and Contractor.
 - Review Contractor's Payment Applications.
 - Perform a Substantial Completion walkthrough, develop a punch list of items for the Contractor to complete prior to Close-Out, and perform a final walkthrough to commence warranty period.
- Construction Observation:
 - Preparation of daily construction logs, construction oversight, and quality control testing lab coordination. Construction Observation Services are recommended. If requested by the Village, these Services will be provided and billed on a Time and Materials basis for Part-Time Observation for an estimated 60-day construction period.

Services Not Included

- Coordination for the following NMDOT Certifications:
 - Intelligent Transportation Systems Certification
 - Railroad Certification
 - Right-of-Way Certification, and
 - Utility Coordination Certification.
- Easement Survey / Property Acquisition / ROW survey. (ROW planned to be established based on existing NMDOT ROW maps. If NMDOT ROW maps are unavailable, additional compensation will be requested to identify ROW limits.)
- Identification of property boundaries.
- Americans with Disabilities Act Improvements.
- Utility Improvements.
- Drainage Analysis and Report.
- Geotechnical Report.
- Quality Assurance and Independent Assurance laboratories.
- Construction progress meetings with the NMDOT.
- Public Coordination and involvement.
- Utility locates of utility lines are not included in this Proposal for the exception of NM811 line spots.
- The LGRF agreement for this project does not require a 30%, 60%, or 90% Plans, Specifications and Estimate (PS&E) Design Review Meeting with the NMDOT. As such, this level of effort is not included in this Scope of Work.

Should the project require any of the aforementioned Services, we would be happy to prepare a Fee Proposal upon the Village's request.

COMPENSATION

We propose to complete the Basic Services on a Lump Sum basis and the Additional Services on a Time and Materials basis.

BASIC SERVICES (LUMP SUM TASKS)

Topographic Survey	\$ 7,500.00
Design	\$ 49,745.00
NMDOT Environmental Certification	\$ 1,750.00
Project Close-Out	\$ 4,620.00
Total Design Services (Excluding New Mexico Gross Receipts Tax [NMGRT]):	\$ 63,615.00

ADDITIONAL SERVICES (TIME AND MATERIALS TASKS)

Bidding and Award Phase Services	\$ 6,210.00
Construction Administration	\$ 16,410.00
Part-Time Construction Observation (2 Months)	\$ 21,600.00
Total Construction Services (Excluding NMGRT):	\$ 44,220.00

Ms. Erica Martinez
November 13, 2025
Page 4

The budget proposed will not be exceeded without your prior authorization or direction. Additional expenses, such as printing, mileage, and supplies are estimated at \$1,000.00 for this project.

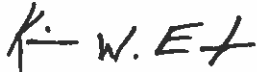
The Lump Sum tasks will be invoiced based on a percent complete of the task amount. The Time and Materials tasks will be invoiced based on hours and materials used to complete that task up to the total task amount. NMGRT will be assessed at the current rate at the time of billing and added to all billings.

If you agree with the proposed Scope and Fee, please countersign this Task Order/Agreement letter and return an executed copy to our office. We appreciate the opportunity to provide Professional Engineering Services and look forward to working with Village staff again.

If you have any questions or require additional information, please contact Ms. Melinna Boyd, P.E. at 505.242.5700.

Sincerely,

MOLZEN CORBIN



Kevin W. Eades, P.E.
Chief Executive Officer

Accepted By:

VILLAGE OF BOSQUE FARMS

Signature

Printed Name

Title

Date:

INTERGOVERNMENTAL AGREEMENT

TO PROVIDE FLOOD PLAIN MANAGEMENT, GIS ADDRESSING AND GIS E-911 SERVICES FOR THE VILLAGE OF BOSQUE FARMS BETWEEN THE COUNTY OF VALENCIA AND THE VILLAGE OF BOSQUE FARMS

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

I. RECITALS

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

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

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

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

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

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

NOW THEREFORE the parties hereby agree as follows:

II. AUTHORITY

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

III. SCOPE OF DUTIES

THE COUNTY SHALL

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

THE VILLAGE SHALL

1. Pay the County a flat rate of the sum of Two Thousand Five Hundred Dollars (\$2,500.00) for the first year of the agreement. The first year's payment shall be due no later than **September 1, 2025.**
2. Thereafter the Village shall pay the County at the following rate upon receipt of a detailed monthly statement of accounting for services performed subject to review and approval of the Village Clerk:
 - a. \$30 per E-911 address and telephone correction in the system
 - b. \$30 per new address point entered into the GIS layer
 - c. \$50 per new road entered into the GIS layer and E-911 system
2. Provide to the County's Rural Addressor updated GIS Addressing and MSAG Database information on a timely basis.
3. Work towards maintaining the MSAG at a 96% accuracy rate.

4. Provide to the County's Rural Addresser the point of contact (name, address, phone, fax, e-mail) for GIS, PSAP and any other personnel handling MSAG Updates.
5. Pay the County \$100.00 per each flood plain certification review, it is the responsibility of the Village to seek re-imbursements from its residents if it elects to do so.
6. Sign a non-disclosure agreement as needed.
7. The Village understands and acknowledges that E-911 is an evolving Technology which cannot be measured.
8. With the approval of this agreement the Village delegates' authority to appropriate County officials to effectuate the services herein outlined.

IV. TERM

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

V. PROPERTY

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

VI. STRICT ACCOUNTABILITY OF ALL RECEIPTS AND DISBURSEMENTS

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

VII. AMENDMENT

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

VIII. ASSIGNMENT

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

VIII. GOVERNING LAW

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

X. SEVERABILITY

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

XI. INTEGRATION OF AGREEMENT

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

XII. NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, each party agrees that it shall be responsible for liability arising from personal injury or damage to property occasioned by its own agent or employees in the performance of this Agreement, subject in all cases to the immunities and limitation of New Mexico Tort Claims Act (NMSA 1978 Section 41-4-1, et seq.) and any amendments thereto. This section is intended only to define the liabilities between the parties hereto and it is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The parties and their "public employees," as defined in the New Mexico Tort Claim Act, do not waive sovereign immunity, and do not waive any defense limitations of liability pursuant to law. No provision in this Agreement modifies and/or waives any provision of The New Mexico Tort Claims Act.

XIII. PRIVILEGES, EXEMPTIONS, AND IMMUNITIES

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

XIV. TERMINATION OF AGREEMENT

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

XV. CONTACT AND NOTICES

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

Valencia County contact person name and mailing address:
Valencia County Rural Addresser-GIS Coordinator
P.O. Box 1119
Los Lunas, NM 87031
Telephone No: (505) 308-4922

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

XVI. SURPLUS FUNDS

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

XVII. APPROPRIATIONS

Performance under this agreement is contingent upon sufficient authority and appropriations.

XVIII. OTHER AGREEMENTS


This agreement replaces and supersedes any prior agreement of the parties.

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

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

**BOARD OF COUNTY COMMISSIONERS OF VALENCIA
COUNTY OF VALENCIA**

APPROVED, ADOPTED, AND PASSED on this 5th day of November 2025.


Gerard Saiz
Chairman, District I


Troy Richardson
Vice-Chairman, District II


Morris Sparkman
Commissioner, District III


Joseph Bizzell
Commissioner, District IV


Dante Berry
Commissioner, District V



Mike Milam, County Clerk

VILLAGE OF BOSQUE FARMS

Chris Gillespie, Mayor
Attest:

Date

Michael Angelo Limon,
Clerk/ Administrator

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.

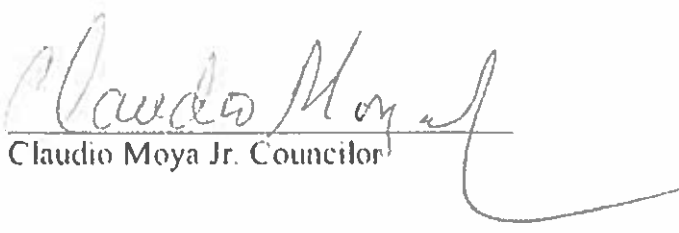

WHEREAS, Pursuant to NMSA 1978, § 3-7-8, upon consent from the Village of Bosque Farms of the proposed annexation, the Town of Peralta agrees to accept annexation and responsibility of the street, Peralta Boulevard, which is located along the boundary of the territory proposed to be annexed.

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

ATTEST:


Peralta Town Clerk
Kori Taylor

2005 24203

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

NOTES:
1. The purpose of this plat is to consolidate the tracts of land shown on the map and to show the location of the tracts of land shown on the map.

2. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

3. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

4. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

5. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

6. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

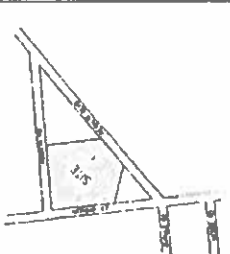
7. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

8. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:



9. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

10. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:



VICINITY MAP

11. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:



Exhibit
A

SCALE 1" = 50'

LEGEND

1. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

2. The tracts of land shown on the map are located in the County of Santa Fe, State of New Mexico, and are more particularly described as follows:

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.

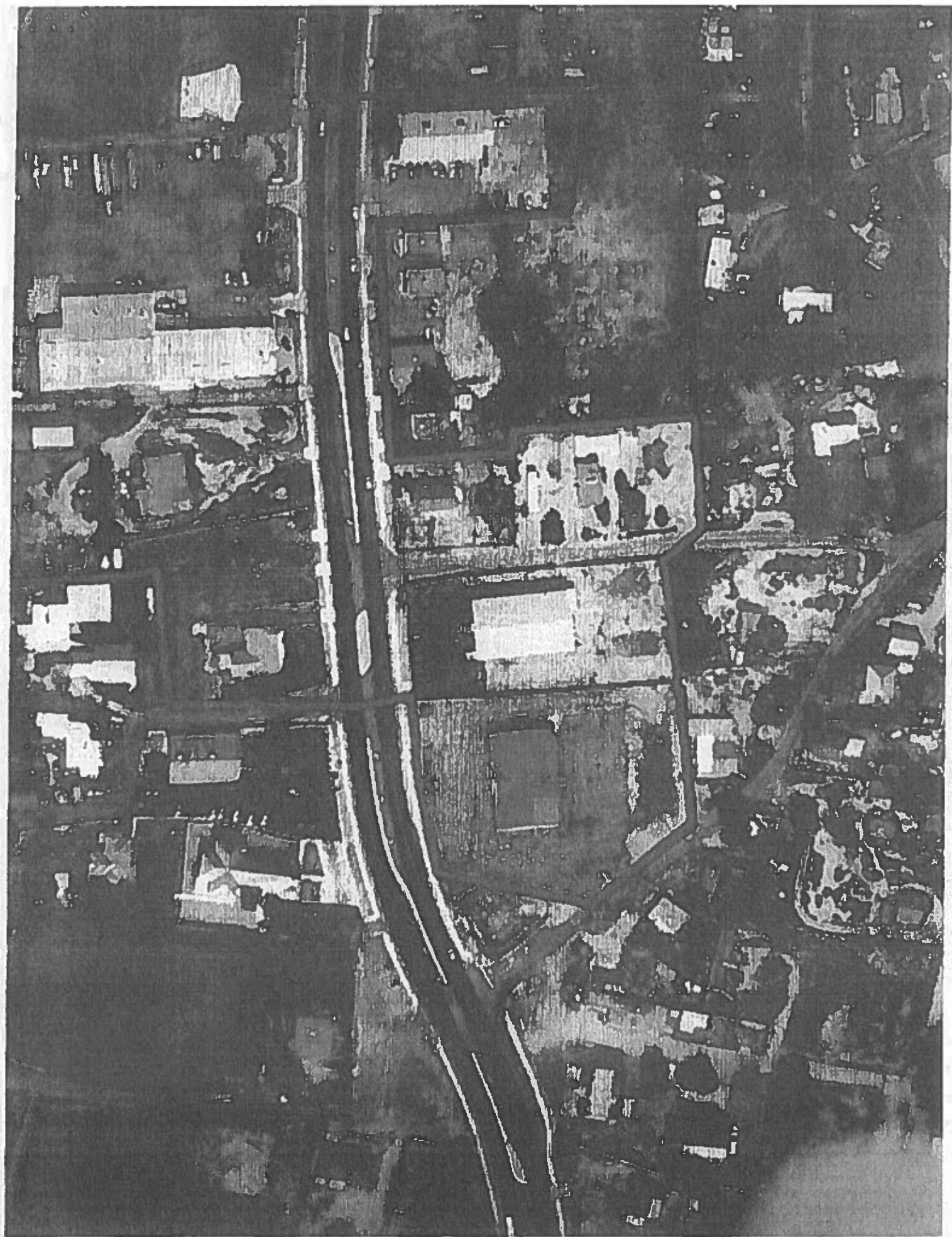
Accordingly, under the above stated statute, if, for example, the Village of Bosque Farms consents to the Town of Peralta annexing land in the Village of Bosque Farms (or *vice versa*), the above referenced statute allows the annexation. The principal requirement is that the annexation be done with the *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. 2025-001

**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.

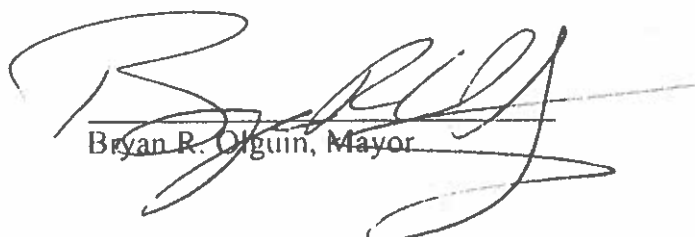
WHEREAS, the Town of Peralta desires to be a good neighbor and fully understands and acknowledges that the annexation of territory within the Village of Bosque Farms cannot be carried out or finalized without the consent of the Village of Bosque Farms.

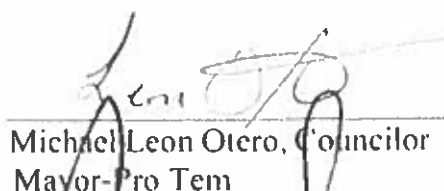
WHEREAS, as a good faith gesture, the Town of Peralta Council is willing to execute a memorandum of understanding to fully assume responsibility for the maintenance of the entire distance of Peralta Drive, even the portion that is within the territory of the Village of Bosque Farms.

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

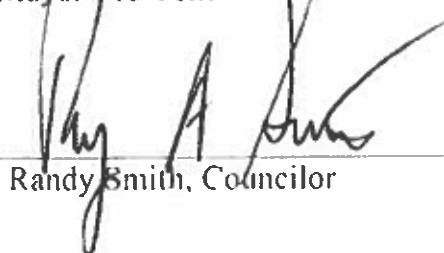
PASSED, ADOPTED, and APPROVED this 11th day of March 2025, by the Town Council of the Town of Peralta, New Mexico.

Town of Peralta Governing Body:


Bryan R. Olguin, Mayor

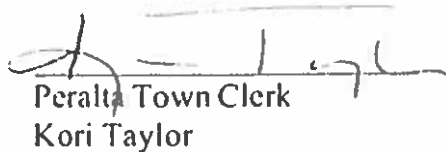

Michael Leon Otero, Councilor
Mayor-Pro Tem


Joseph Romero, Councilor


Randy Smith, Councilor


Claudio Moya Jr. Councilor

ATTEST:


Peralta Town Clerk
Kori Taylor

2005 2/20/03

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

THE PURPOSE OF THIS PLAT IS TO CORRECT THE 1965
PLAT FOR THE TRACTS 20A, 20B, & 20C.

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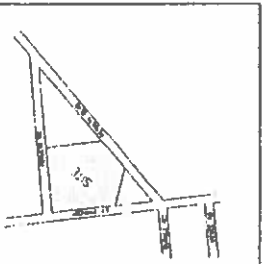
2/20/03

LYNN ENGINEERING & SURVEYING, INC.
10000 N. 10TH AVENUE, SUITE 100
DENVER, CO 80231
(303) 750-1000



2/20/03

APPROVED BY:
[Signature]
[Signature]
[Signature]

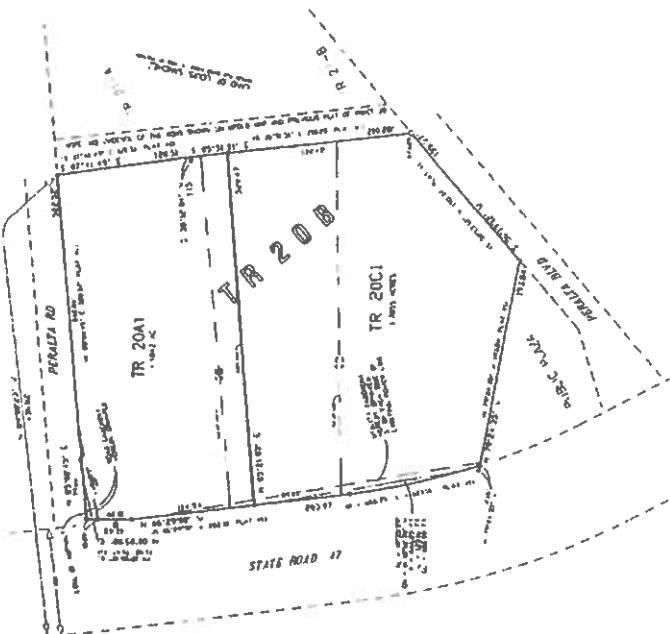


VICINITY MAP

THE PURPOSE OF THIS PLAT IS TO CORRECT THE 1965
PLAT FOR THE TRACTS 20A, 20B, & 20C.

Exhibit
A

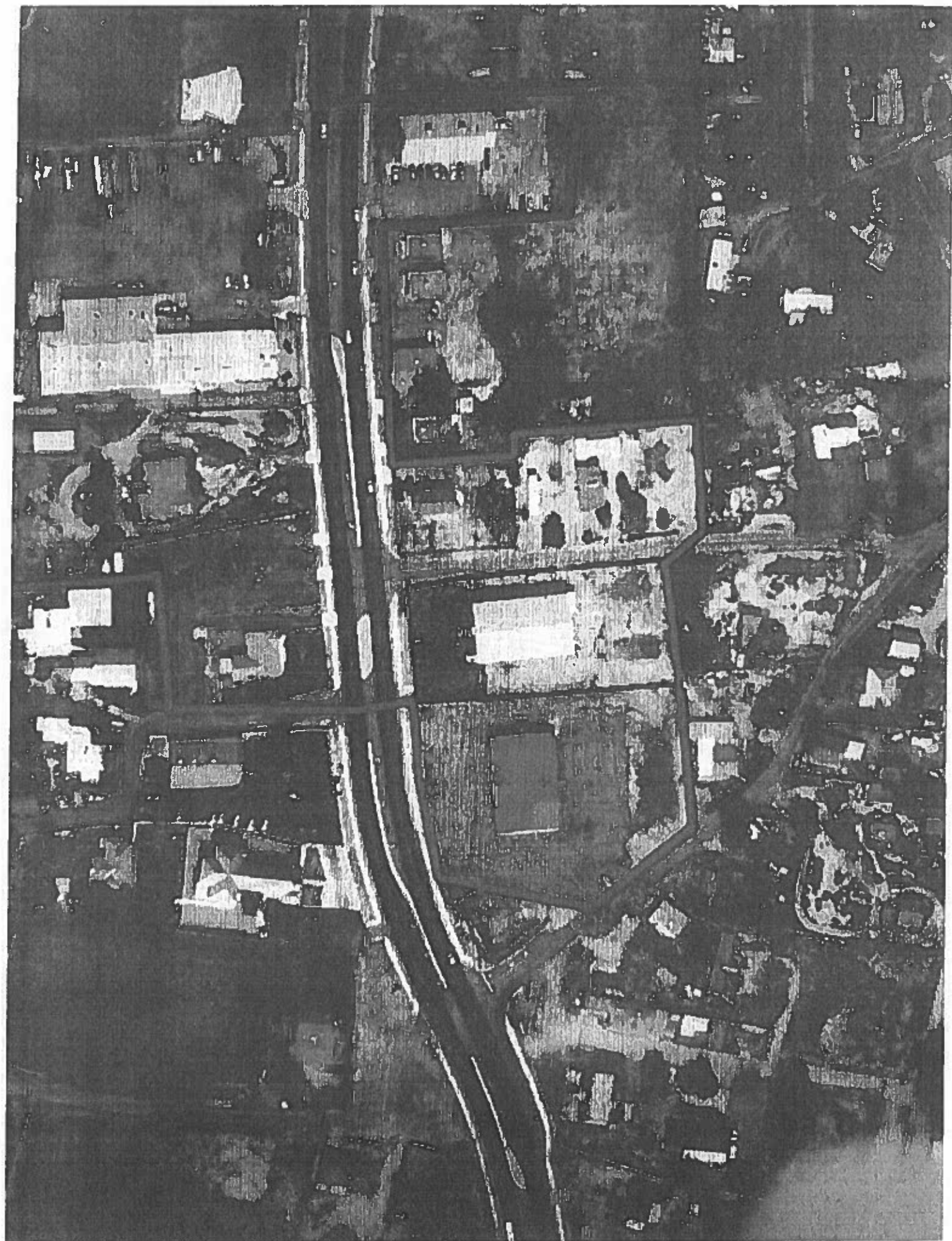
SCALE 1" = 50'



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THE PURPOSE OF THIS PLAT IS TO CORRECT THE 1965
PLAT FOR THE TRACTS 20A, 20B, & 20C.

LEGEND
1. 1965 PLAT
2. 1965 PLAT
3. 1965 PLAT
4. 1965 PLAT



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)

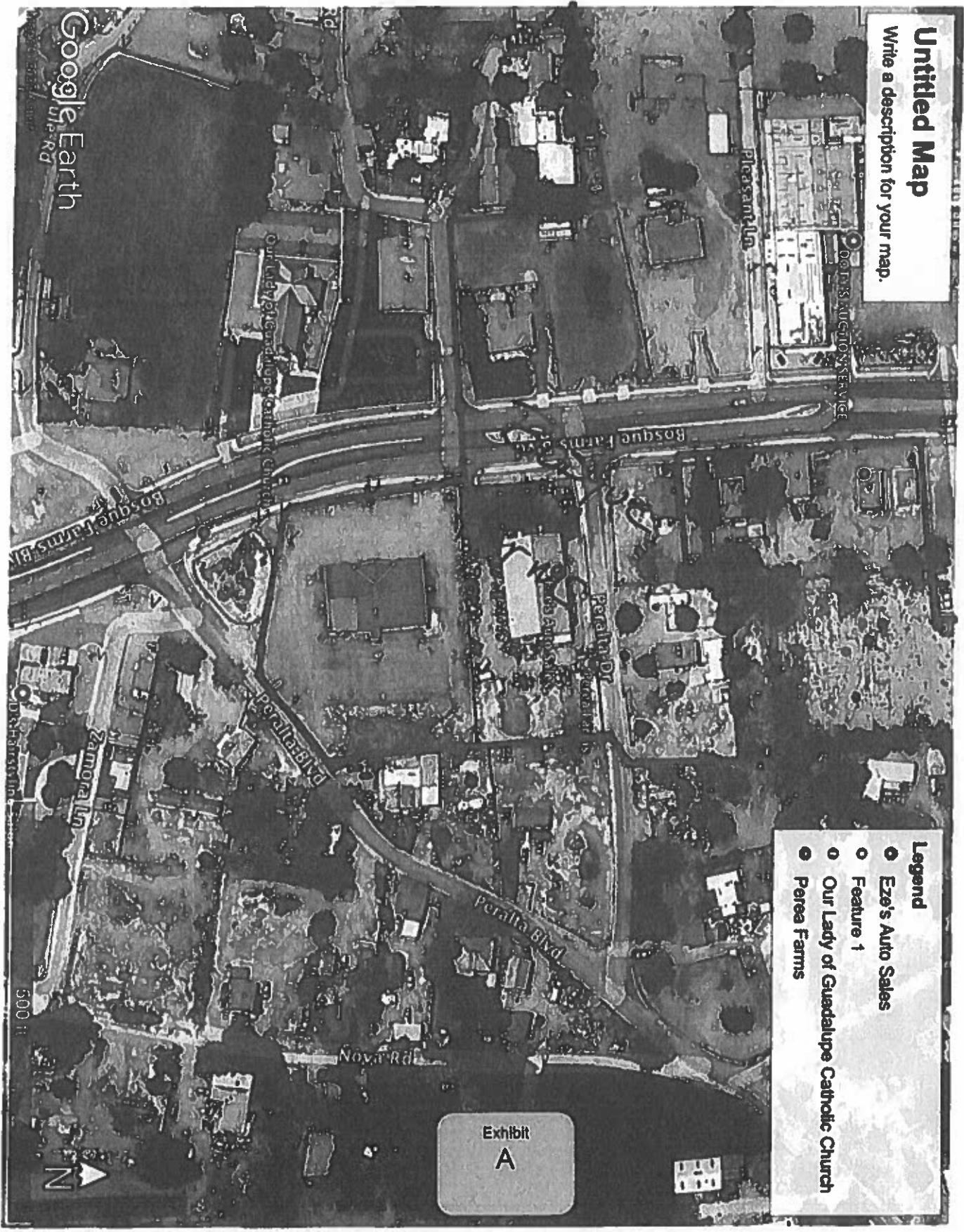
Untitled Map

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



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.

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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.

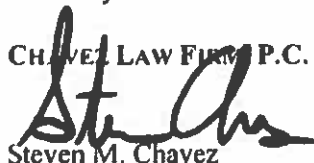
Under the New Mexico Supreme Court case of *City of Albuquerque v. Campbell*, 1960-NMSC-138, the Court held that the New Mexico State Legislature intended for the term "political subdivision" to include duly created municipalities under the jurisdiction of the State.

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.