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Mayor Chris Gillespie

VILLAGE OF BOSQUE FARMS

1455 West Bosque Loop • Bosque Farms, NM 87068

COUNCIL MEETING AGENDA



THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS WILL HOLD A COUNCIL MEETING ON WEDNESDAY, OCTOBER 21, 2026, IN THE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NM AT 6:00PM.

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE
2. ROLL CALL OF GOVERNING BODY
3. APPROVAL OF AGENDA
4. REVIEW AND APPROVAL OF MINUTES FROM:
A. Minutes from Regular Meeting July 15, 2026
5. PUBLIC COMMENT – Limited 1.5 minutes per speaker; time cannot be shared
6. PRESENTATIONS or Reports by Visitors, Staff, or Committees

A. Life Saving Awards – Recognition of multiple Bosque Farms Fire Department and Peralta Fire and EMS personnel
7. CONFIRMATION OF NEW APPOINTMENTS
A. Discussion and Possible Action on Appointment of _____ to Village of Bosque Farms Council
8. DEPARTMENTAL REPORTS
9. MAYOR AND COUNCIL REPORTS – no official action
10. REVIEW AND APPROVAL OF FINANCIAL REPORT

11. OLD BUSINESS
 - A. Discussion and Possible Action on Improvements to Country Lane (Requested by Mayor Pro Tem De Smet)
 - B. Discussion and possible Action on Professional Services Agreement with Domenici Law Firm (Requested by Mayor Pro Tem De Smet)
 - C. Discussion and Possible Action on Establishment of the Village of Bosque Farms Ordinance Review Committee, Including Selection and Appointment of Committee Members (Requested by Mayor Pro Tem De Smet)
12. NEW BUSINESS
 - A. Possible Action on Approval of Temporary Contract Attorney (Requested by Mayor Pro Tem De Smet)
 - B. Consideration and Possible Action to Amend Resolution 1082-26, Open Meetings Act (Requested by Mayor Pro Tem De Smet)
13. EXECUTIVE SESSION PURSUANT TO 10-15-1H (2) NMSA, 1978, PURSUANT TO PERSONNEL MATTERS, TO HIRE A Code Enforcement Officer, and Appoint a Clerk Administrator.
14. Consideration of Hiring a Code Enforcement Officer Ethan Garland
15. Consideration of Appointing Clerk/Administrator Shelly Trujillo
16. ANNOUNCEMENTS AND FUTURE MEETING AND AGENDA ITEMS
17. ADJOURNMENT

THE NEXT REGULARLY SCHEDULED MEETING OF THE VILLAGE OF BOSQUE FARMS VILLAGE COUNCIL WILL BE HELD ON WEDNESDAY, NOVEMBER 18th, 2026.

Agenda Posted on October 16, 2026



Chris Gillespie, Mayor

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.*

**COUNCIL OF THE VILLAGE OF BOSQUE FARMS, NM
MINUTES OF THE REGULAR MEETING
JULY 15, 2026**

1. CALL TO ORDER/PLEDGE OF ALLEGIANCE

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

2. ROLL CALL OF GOVERNING BODY

Present were Mayor Gillespie, Councilor Ronita Wood, Mayor Pro Tem Eric De Smet, Councilor Zamora, and Councilor Bruhn arrived late. Quorum present.

3. Pledge of Allegiance

The pledge of allegiance was recited.

4. Presentations

Councilor Zamora called Point of Order to move Item I under New Business to #4 Presentations. De Smet seconded.

Dedication of the Village of Bosque Farms Park Behind Administrative Offices Located at 1455 W. Bosque Loop to Former Mayor Wayne Ake (Requested by Councilor Zamora)

Mary Courtney and Diane Valerio read the Resolution Dedicating the Library Park in honor of former Mayor Wayne Ake in perpetuity. The resolution included all his years of service, his unwavering commitment, exemplary leadership and deep-rooted dedication to the residents, families, and rural character of the Village of Bosque Farms. It is the desire of the Governing Body and the citizens of Bosque Farms to recognize and permanently honor Mayor Ake's lasting contributions to the Village by the designation of the park in Mayor's name. It serves as a fitting and enduring tribute to Mayor Ake's legacy of public service and civic pride.

A C T I O N	Motion	Approval of the Dedication of the Village of Bosque Farms Park Behind Administrative Offices Located at 1455 W. Bosque Loop to Former Mayor Wayne Ake.		
	Made by:	Zamora		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	De Smet		
	Motion carried?	PASSED	FAILED	

5. Departmental Reports

Interim Police Chief Adams summarized Police and Animal Control activity for the month of June.

Prodigy Andrew Padilla gave an update on Water and Wastewater. Well #1 remained operating well while Well #2 was offline. The report addressed a proposed utility-rate increase. It was stated that the budget discussion had contemplated percentage increases rather than a \$25 flat-fee increase. A rate study was reported to be in progress through resources identified by the New Mexico Finance Authority and the American Water Works Association.

Raw-water arsenic levels at Well #2 were reported as above the maximum contaminant level. The Village reported an arsenic result of 11, with 10 identified as the applicable level, and a prior result of nine. The New Mexico Environment Department had visited the Village to review arsenic sampling points and the wells. Sampling at the plant had been below 10 parts per billion, but that point was not recognized as the entry point for the system. It was reported that sampling at Well #2 would be suspended while the well remained offline and that quarterly sampling would begin at Well #1.

Approximately nine million gallons of wastewater were received, treated, and discharged to the Rio Grande River during June. Approximately 20,000 gallons of waste were removed from the wastewater treatment plant. Approximately 1.9 million gallons of wastewater were received from Peralta in June. A workshop was requested to discuss the Peralta agreement.

Grinder-pump failures were reported as an ongoing issue. A recent purchase of 33 grinder pumps was reported, with 12 remaining. The possibility of modifying the scope of the \$4.9 million loan to include grinder pumps was also discussed.

Fire Chief Schneider presented a report on behalf of the fire department. The Fire Department reported progress on hydrant survey and mapping matters, hydrant inspection information, and a purchase order for hydrant flow testing. The report also addressed prioritization of purchase orders during fiscal-year close-out, coordination with the Clerk, and EMS meeting discussions. Equipment funding is being pursued through Senator Sanchez and the NM Council of Governments.

6. Mayor & Council Reports

Councilor Bruhn – announced that the Bosque Farms Fair would be held on August 1st and that the Bosque Farms Rodeo Association Rodeo would be held that evening.

Councilor Zamora – no report.

Councilor Wood reported on the library meeting. The library had 360 registrations for summer reading, 92 more than usual. The report noted a foam party, 71 participants for the rafters program, adult crafts resuming in August, and Friends of the Library support of approximately \$700 for children's summer programming.

Councilor De Smet – no report.

Mayor Gillespie reported that the Village does not have legal representation and that certain agenda items might need to be deferred pending completion of the RFP to obtain legal representation. He also stated that a special meeting might be needed regarding the budget.

7. Review and Approval of Financial Report – no official action taken

Clerk/Administrator Erica A Martinez presented the financial report as of June 30. She reported that fiscal-year close-out required completion and closure of remaining purchase orders.

Clerk/Administrator Martinez also gave a Clerk's Report. She reported receipt of legislative-

funding reimbursements totaling approximately \$945,000 of the approximately \$1 million requested. She reported that NMDOT had processed an order for Highway 47 lighting fixtures using fiscal year 2026 funds and would develop an installation quote with Bixby Electric after the fixtures arrive. An update was provided regarding VRECC fiscal operations. She reported that the VRECC balance had been paid and the VRECC fund would be closed out.

The Clerk/Administrator reported working with DFA on budget requirements. She stated that the Rules of Procedure was finalized in draft form and would require legal review. The request for proposals for legal services had been issued, with submissions due August 3, 2026.

8. Public Comment – Limited 1.5 minutes; time cannot be shared

Sharon Eastman requested that the Village provide code-enforcement capacity for planning and zoning matters. She stated that the Planning and Zoning Commission needed an officer to identify potential violations and suggested that an existing employee or police officer spend time observing conditions and report observations to Robert Pierson for follow-up.

Lillie McNabb commented on Village cooperation and announced that fair activities would begin July 31 and conclude Saturday night with a dance.

Andrew Garcia commented on communications with Village administration, Village conditions, and the need for change.

Debra Selisky commented on New Business Item P, the proposed resolution expressing no confidence in Mayor Chris Gillespie. She asked the Governing Body to consider whether members had made efforts to meet with the Mayor before voting on the matter.

Michael Baber, Chairman of the Planning and Zoning Commission, stated that the Commission had recently learned it no longer had a code-enforcement officer. He requested a workshop between the Council and Planning and Zoning Commission to discuss options for code enforcement. A response was given to say that staff would work on scheduling a workshop.

Mary Courtney – left.

Suzanne Heske requested information regarding the types of IPRA requests and data being released. She also asked about barricades and fences installed along ditches, including responsibility, cost, community input, and access. The Governing Body stated that the gates and fencing referenced were associated with the Middle Rio Grande Conservancy District and were not Village property.

9. Review and Approval of Minutes from.

Special Meeting held on May 28, 2026

Special Meeting held on June 1, 2026, 2026

A C T I O N	Motion	Approval of minutes for May 28, 2026, and June 1, 2026.		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Bruhn		
	Motion carried?	PASSED	FAILED	

10. Executive Session

Discuss limited personnel matters as permitted under Section 10-15-1(H)(2) Clerk; and as permitted by Section 10-15-1(H)(7)-Clinton Niceley, New Mexico Municipal League (Granzberg; Dominguez)

A C T I O N	Motion	Enter closed session to discuss limited personnel matters.		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Zamora		
	Motion carried?	PASSED	FAILED	

Governing body closed for closed session at approximately 7:31p.m.

A C T I O N	Motion	Return to regular session from closed session		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Bruhn		
	Motion carried?	PASSED	FAILED	

The regular meeting reconvened at approximately 8:45 p.m. Mayor Pro Tem De Smet stated for the record for the discussion on Section 10-15-1(H)(2) Clerk nothing was discussed. Under Section 10-15-1(H)(7) Granzberg; Dominguez was discussed.

11. OLD BUSINESS

- A. Authorizing Publication Notice of Intent to Adopt the following: Ordinance No. 2026-02 An Ordinance Amending Village Code, Ordinance 4-1 Fire Department (From June 17, 2026 Council Meeting; requested by Pro Tem De Smet)

A C T I O N	Motion	Authorize publication of Notice of Intent to Adopt Ordinance No. 2026-02, an Ordinance amending Village Code Ordinance 4-1 Fire Department		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Bruhn		
	Motion carried?	PASSED	FAILED	

- B. Review and Possible Action of Changes to Ordinance 4-1 Fire Department (Requested by Mayor Pro Tem De Smet)

A C T I O N	Motion	Postpone review and possible action of changes to Ordinance 4-1 Fire Department		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Bruhn		
	Motion carried?	PASSED	FAILED	

- C. Review and Approval of Request for Proposal #2026-01-100 for Annual Legal Services for the Village of Bosque Farms (Requested by Mayor Pro Tem De Smet). RFP has been published and is set to open on Monday July 13, 2026

The Clerk/Administrator Martinez reported that the RFP had opened Monday, July 13, 2026, and that proposals were due August 3, 2026. No action was taken.

- D. Review and Possible Action of Rules of Procedure (Requested by Mayor Pro Tem De Smet)

The Rules of Procedure remained in draft form. Clerk/Administrator Martinez stated that additional revisions and legal review were needed. No action was taken.

- E. Consideration and Possible Approval of immediate termination of PSA with Stelzner Law firm (Requested by Mayor Pro Tem De Smet), Stelzner Law Firm has terminated their agreement as of COB on July 10, 2026

The Clerk/Administrator confirmed that Stelzner Law Firm had terminated its agreement in its entirety effective close of business July 10, 2026.

A C T I O N	Motion	Approval of immediate termination of PSA with Stelzner Law firm.		
	Made by:	De Smet	Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye	
	Second by:	Bruhn		
	Motion carried?	PASSED		

- F. Review and Approve a Resolution Adopting a Schedule of Administrative Fees for the Comprehensive Zoning Ordinance 10-1; Repealing Resolution No. 847-15 (Revenues currently budgeted @ \$2,000.00, increasing in FY27 budget to \$120,000.00) (From June 17, 2026, Council Meeting)

The Governing Body discussed the proposed administrative-fee schedule and requested additional time to review the materials and discuss fees with the assessor.

A C T I O N	Motion	Postpone of review and approval of resolution adopting a Schedule of Administrative Fees for the Comprehensive Zoning Ordinance 10-1 to the next properly noticed meeting.		
	Made by:	De Smet		Councilor Wood- Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Bruhn		
	Motion carried?	PASSED	FAILED	

- G. Notice of Intent to Adopt Ordinance amending Ordinance Section 10-2-23 (Revenues currently budgeted @ \$350.00, increasing in FY27 budget to \$8,000.00) (From June 17, 2026, Council Meeting)

A C T I O N	Motion	Postpone Notice of Intent to Adopt Ordinance amending Ordinance Section 10-2-23 to the next regular scheduled meeting.		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

- H. Notice of Intent to Adopt Ordinance amending Ordinance Sections 9-2-10 and 9-3-20 (increasing Water and Wastewater charges from approximately \$75.00 per month to \$100.00 per month) (From June 17, 2026, Council Meeting)

A C T I O N	Motion	Postpone Notice of Intent to Adopt Ordinance amending Ordinance Section 9-2-10 and 9-3-20 to the next regular scheduled meeting.		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Zamora		
	Motion carried?	PASSED	FAILED	

12. New Business

- I. Dedication of the Village of Bosque Farms Park Behind Administrative Offices Located at 1455 W. Bosque Loop to Former Mayor Wayne Ake (Requested by Councilor Zamora)
This item was moved and considered under Presentations.

J. Review and Possible action of temporary Intergovernmental Agreement with Town of Peralta for Emergency Medical Services (Requested by Mayor Pro Tem De Smet)

The Governing Body discussed the need for a workshop with the Town of Peralta regarding emergency medical services and the proposed intergovernmental agreement. The Mayor stated that legal representation would be needed before further discussion of the proposed IGA.

A C T I O N	Motion	Approval of the temporary MOU with the Town of Peralta for Emergency Medical Services		
	Made by:	De Smet		Councilor Wood- Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Bruhn		
	Motion carried?	PASSED	FAILED	

K. Review and Possible Approval of Self Report by Councilor to the New Mexico State Auditor (Requested by Mayor Pro Tem De Smet)

Mayor Pro Tem De Smet discussed submitting the report for review of financial-management and internal-control matters, potential corrective actions, and any determination by the Office of the State Auditor regarding whether additional review, audit, investigation, or referral was warranted.

Clerk/Administrator Martinez stated for the record she did not get a copy of the Self-Report to include in the packet; she is not aware of what's exactly on there as she has not read it. She clarified Mayor Pro Tem De Smet is proposing that the mayor self-reports right now when some of these issues have already been rectified.

A C T I O N	Motion	Approval of self-report by the Council to the New Mexico State Auditor		
	Made by:	De Smet	Councilor Wood-No Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye	
	Second by:	Zamora		
	Motion carried?	PASSED FAILED		

L. Review and Possible Action of New Emergency Medical Services Ordinance (Requested by Mayor Pro Tem De Smet)

A C T I O N	Motion	Postpone Review and Possible Action of New Emergency Medical Services Ordinance until the next properly noticed meeting.		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Zamora		
	Motion carried?	PASSED	FAILED	

M. Consideration and Possible Action of Contract and/or Professional Services Agreement with Vensure HR for Payroll and HR services (Requested by Mayor Pro Tem De Smet)

A C T I O N	Motion	Approval of Contract and/or Professional Service Agreement with Vensure HR for Payroll and HR Services		
	Made by:	De Smet	Withdrawn	
	Second by:	Bruhn		
	Motion carried?	PASSED FAILED		

There was discussion on if the CPO needs to be a Village employee or not. Mayor mentioned we need to have a legal opinion to move forward with this item. The Governing Body discussed the possibility of obtaining payroll services from Vensure HR. Discussion included payroll processing, PERA reporting, Retiree-Healthcare reporting, procurement requirements, and information provided concerning third-party payroll services used by the Town of Peralta. Clerk/Administrator Martinez brought up Retiree Health Care won't accept from an outside payroll entity. She was told PERA was the same and the Village is contracted with the City of Albuquerque benefits, and they won't take reporting or payments from an outside entity. It is her opinion that this needs to be explored a little bit more.

Mayor Pro Tem De Smet was just trying to help get the Village employees paid on time. The reason she contacted the Town of Peralta's payroll company was, unfortunately, for the last two pay periods, she believes Village employees were not paid on the appropriate dates. She was just trying to help.

Clerk/Administrator Martinez clarified both payrolls she ran have been on the appropriate pay date. The previous treasurer running payroll as a job for seven or eight years, had employees of the Village used to getting their paycheck at midnight or whenever it hit their account depending on the financial intuition. For the record both times Clerk/Administrator Martinez ran payroll, employees have gotten their pay on the same pay date as expected, it was not delayed by any date. It is not a guaranteed pay time, it's a guaranteed pay date. Moving the date is something that needs to be addressed at a later time. Employees are paid for that Sunday, Monday is payroll and employees are paid by Tuesday. Our employees have gotten paid on the appropriate pay date, on that Tuesday, it was not delayed.

A C T I O N	Motion	Consider a Professional Service Agreement with Vensure HR for Payroll and HR Services after Clerk Martinez calls and talks to Mr. Nestor		
	Made by:	De Smet		Councilor Wood- Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

- N. Review and Possible Action on Expenditure of Remaining ARPA Funds (Requested by Mayor Pro Tem De Smet)

Mayor Pro Tem De Smet spoke on her concerns regarding the ARPA funds. There are inconsistencies in the amounts. She gave some background on what the ARPA funds were used for and brought up the fact that the funds need to be spent before the end of the year. If the ARPA funds are not spent by December, the Village will lose that money. She has been asking this question since January of 2025 and has not gotten answered.

A C T I O N	Motion	Postpone review and possible action on expenditure of remaining ARPA Funds until the next regular meeting		
	Made by:	De Smet		Councilor Wood- Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Zamora		
	Motion carried?	PASSED	FAILED	

O. Review and Possible Action on Loaning of Rescue 5 Unit to the Town of Peralta (Requested by Mayor Pro Tem De Smet)

The Governing Body and public discussed loaning Rescue 5 to the Town of Peralta. Discussion included the status of the unit, equipment and controlled substances, EMS certification, the proposed loan agreement, the gurney and charging unit, responsibility for repairs, return provisions, and legal review.

A C T I O N	Motion	Motion stands approving loaning Rescue 5 Unit to the Town of Peralta starting August 14, 2026, subject to legal review and review by the Town of Peralta.		
	Made by:	De Smet		Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Zamora		
	Motion carried?	PASSED	FAILED	

P. Review and Possible Action on Resolution No. 1091-2026 of the Governing Body Expressing No Confidence in the Leadership of Mayor Chris Gillespie (Requested by Mayor Pro Tem De Smet)

Mayor Pro Tem De Smet started by reading a statement on her concerns and why she will vote in favor of the No Confidence resolution. She has observed repeated instances of the governing body having struggled to obtain timely information needed to fulfill their oversight responsibilities. These delays in providing information to unanswered questions and conflicting information regarding matters such as Village financing, ARPA funds, and other public business have made it difficult for the council to effectively govern and for the public to maintain confidence in its government. She also stated concerns about challenges regarding EMS services, violations with Open Meetings Act and repeated disagreements over the respective legal authority of the mayor and council resulting in the need to seek outside legal guidance.

The Governing Body and members of the public commented on Village governance, financial matters, EMS services, communication, meeting procedures, and the proposed resolution. They

spoke about the lack of communication coming from the mayor.

A C T I O N	Motion	Approval of resolution 1091-2026 of the Governing Body Expressing No Confidence in the leadership of Mayor Gellespie		
	Made by:	De Smet		Councilor Wood- No Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Zamora		
	Motion carried?	PASSED	FAILED	

Q. Approval of Resolution Adopting Final FY27 Budget

Mayor Gillespie commented that this item cannot be addressed tonight because we do not have all the components available.

A C T I O N	Motion	Postpone resolution adopting final FY27 budget to the next regular scheduled meeting.		
	Made by:	Wood	Councilor Wood-Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye	
	Second by:	Bruhn		
	Motion carried?	PASSED		

R. Authorizing Publication of Notice of Intent to Adopt; Discuss, Review and Approve the Amendment for Door-to-Door Sales (Requested by Councilor Zamora)

Councilor Zamora commented on the need for further review of the Village's Door-to-Door Sales provisions.

A C T I O N	Motion	Authorizing publication of Notice of Intent to Adopt; Discuss, Review and approve the Amendment for Door-to-Door Sales		
	Made by:	De Smet		Councilor Wood- Aye Councilor De Smet- Aye Councilor Bruhn- Aye Councilor Zamora- Aye
	Second by:	Wood		
	Motion carried?	PASSED	FAILED	

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS GOVERNING BODY WILL BE HELD ON WEDNESDAY, AUGUST 19, 2026.

ADJOURNMENT

10:59 PM

PASSED, APPROVED AND ADOPTED THIS 21st DAY OF OCTOBER 2026

Chris Gillespie, Mayor

(SEAL)

ATTEST:

Clerk/Administrator



Christopher Gillespie
Mayor



Jason Adams
Interim Chief of Police

Village of Bosque Farms

MONTHLY REPORT FOR SEPTEMBER 2026

CALLS FOR SERVICE

Bosque Farms: 300
Peralta: 245
TOTAL: **545**

TRAFFIC STOPS

Bosque Farms: 61
Peralta: 89
TOTAL: **150**

CITATIONS

Bosque Farms: 34
Peralta: 40
TOTAL: **74**

ARRESTS

Bosque Farms: 4
Peralta: 6
TOTAL: **10**

REPORTS

Bosque Farms: 28
Peralta: 28
TOTAL: **56**

DUI ARRESTS

Bosque Farms: 1
Peralta: 0
TOTAL: **1**

Incident Type and City Statistics for BFPD

Incident Type	2026 Total	
	September	
911 CALL	32	32
ALARM	5	5
ANIMAL CALL	13	13
ASSAULT	1	1
ASSIST	10	10
BREAKING & ENTERING	1	1
BOLO	5	5
VEHICLE BURGLARY	1	1
BUSINESS CHECK	9	9
CRIMINAL DAMAGE TO PROPERTY	1	1
CHILD CUSTODY	1	1
CIVIL	6	6
CRASH	10	10
HIT AND RUN CRASH	1	1
DEATH	1	1
DISTURBANCE	11	11
DRUGS	1	1
DOMESTIC VIOLENCE	2	2
DRUNK DRIVER	5	5
EXTRA PATROLS	2	2
FRAUD	2	2
HARASSMENT	2	2
INFORMATION	30	30
JUVENILE CALL	1	1
LARCENY	2	2
MENTAL EVALUATION	3	3
PUBLIC WORKS	28	28
SCI REPORT	1	1
SHOPLIFTING	1	1
SHOTS FIRED	1	1
SUICIDE ATTEMPT	1	1
SUSPICIOUS	11	11
TEST	1	1
TRAFFIC	22	22
TRESPASSING	2	2
TRAFFIC STOP	61	61
VIOLATION OF RESTRAINING ORDER	2	2
VEHICLE THEFT	2	2
WELFARE CHECK	9	9
Total	300	300

Incident Type and City Statistics for PPD

Incident Type	2026 Total	
	September	
911 CALL	14	14
ALARM	6	6
ANIMAL CALL	3	3
ASSAULT	2	2
ASSIST	4	4
BREAKING & ENTERING	1	1
BOLO	1	1
BUSINESS CHECK	3	3
CHILD CUSTODY	2	2
CIVIL	7	7
CRASH	8	8
DISTURBANCE	10	10
DOMESTIC VIOLENCE	5	5
DRUNK DRIVER	1	1
EXTRA PATROLS	2	2
FRAUD	4	4
INDECENT EXPOSURE	1	1
INFORMATION	14	14
MENTAL EVALUATION	1	1
MISCELLANEOUS	3	3
MISSING PERSON	1	1
PROPERTY	1	1
PUBLIC WORKS	4	4
SCI REPORT	10	10
LSTRUC	1	1
SUICIDE ATTEMPT	2	2
SUSPICIOUS	15	15
THREATS	2	2
TRAFFIC	13	13
TRESPASSING	5	5
TRAFFIC STOP	89	89
VAGRANT	1	1
VEHICLE THEFT	2	2
WELFARE CHECK	7	7
Total	245	245



Christopher Gillespie
Mayor



Jason Adams
Interim Chief of Police

Village of Bosque Farms

Advanced Training:

Department Annual Training

New Mexico Property and Evidence Tech Conference/ Officer Perez

Significant Events:

DWI Checkpoint

Special Events:

Admin/ Additional:

Jason Adams

Interim Chief of Police



Christopher Gillespie
Mayor



Jason Adams
Interim Chief of Police

Village of Bosque Farms

DETECTIVE SEPTEMBER 2026 MONTHLY

- Total cases assigned-1
- Total cases closed-1
- Supplemental reports-1
- Returned stolen property-2
- SCI (State Central Intake) reports-7
- One background completed-1



Chris Gillespie
Mayor

Village of Bosque Farms



Jason Adams
Interim Chief of Police

Animal Control - Monthly Report

SEPTEMBER - 2026

Calls for Service/Phone Calls	133
After Hours / Dispatch Calls	0
Citations Issued	4
Verbal/Written Warnings	1
Impounded Animals	4
Animals Taken to VC Shelter	2
Owner Release's	0
Stray Animals Turned Over to The Village	2
Animals Rehomed/Returned	2
Cats Caught in Traps by Residents	0
Animals Euthanized	0

SPECIAL EVENTS: ISSUED OUT 25,000LBS OF PET FOOD TO COUNTY RESIDENCE

TRAINING: ATTENDED THE NM HUMANE CONFERENCE

Fine Fee Summary

From 09/01/2026 12:00 AM to 09/30/2026 11:59 PM
All Case Types and Sub-Types
All Clerks

Receipts

Case Payment

Animal Control	325.00
Corrections Fee PA	80.00
Fine	3,089.00
PD Equipment Fund 1	80.00
PD Equipment Fund 2	120.00

Subtotal:	3,694.00
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Total Receipts:	3,694.00
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Report Total:	3,694.00
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Monthly Activity Report

September 2026

Citations and Non-Citations By Issued Date

Financial Type: Fines and Fees

Cases With and Without Disposition

Citations	Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control	6	5	-1	100	82	-18
DUR	0	1	1	8	4	-4
Miscellaneous	0	0	0	2	0	-2
NON TRAFFIC	0	0	0	1	0	-1
Planning & Zoning	0	0	0	12	2	-10
SEAT BELTS	2	0	-2	78	8	-70
TRAFFIC	17	25	8	333	189	-144
Traffic violation	0	0	0	1	2	1
Totals:	25	31	6	535	287	-248
Non-Citations						
Animal Control	0	0	0	1	0	-1
Planning & Zoning	0	0	0	1	0	-1
SEAT BELTS	0	0	0	1	0	-1
TRAFFIC	0	0	0	2	0	-2
Totals:	0	0	0	5	0	-5
Fines and Fees						
Animal Control	200.00	325.00	125.00	4,397.00	5,445.00	1,048.00
Bad Check Fee	0.00	0.00	0.00	0.00	0.00	0.00
Corrections Fee	0.00	0.00	0.00	410.00	100.00	(310.00)
Corrections Fee PA	110.00	80.00	(30.00)	580.00	540.00	(40.00)
Court Automation Fee	0.00	0.00	0.00	120.00	30.00	(90.00)
Fine	2,106.00	3,089.00	983.00	35,218.00	16,788.00	(18,430.00)
Judicial Education Fee	0.00	0.00	0.00	60.00	14.00	(46.00)
PD Equipment Fund 1	110.00	80.00	(30.00)	600.00	550.00	(50.00)
PD Equipment Fund 2	165.00	120.00	(45.00)	920.00	815.00	(105.00)
Plannig & Zoning	0.00	0.00	0.00	500.00	350.00	(150.00)
Totals:	\$2,691.00	\$3,694.00	\$1,003.00	\$42,805.00	\$24,632.00	\$(18,173.00)

Citation Activity
 All Case Types and Sub-Types
 September 2026
 Citations issued
 Cases With and Without Disposition

Citation Report Type	Last Month	This Month	Change	Last YTD	This YTD	Change
Animal Control	6	5	-1	100	82	-18
DUR	0	1	1	8	4	-4
Miscellaneous	0	0	0	2	0	-2
NON TRAFFIC	0	0	0	1	0	-1
Planning & Zoning	0	0	0	12	2	-10
SEAT BELTS	2	0	-2	78	8	-70
TRAFFIC	17	25	8	333	189	-144
Traffic violation	0	0	0	1	2	1
No Report Type	2	3	1	58	42	-16
Total:	27	34	7	593	329	-264

Receipt By Date Summary
 From 09/01/2026 12:00 AM to 09/30/2026 11:59 PM
 All Case Types and Sub-Types
 All Clerks

Date	Number	Payer	Case	Transaction Type	Amount
09/01/2026					
	47852	Turner, Jeanette	202655698	Case Payment	50.00
	47853	Turner, Jeanette	202655698	Case Payment	50.00
	2026/09/01		Count: 2	Day Sub Total:	100.00
09/03/2026					
	47854	Saenz Ramos, Jorge	202655784	Case Payment	100.00
	47855	Garcia, Christina Desiree	202655745	Case Payment	124.00
	2026/09/03		Count: 2	Day Sub Total:	224.00
09/04/2026					
	47856	Cervantes, Josue Jr	202655785	Case Payment	110.00
	47857	Tena, Charizma Lynn	202655779	Case Payment	160.00
	47858	Ortiz, Cesar Alfonso	202655805	Case Payment	100.00
	47859	Ortiz, Cesar Alfonso	202655805	Case Payment	180.00
	47860	Hicks, John Michael	202655757	Case Payment	110.00
	47861	Hicks, John Michael	202655757	Case Payment	60.00
	2026/09/04		Count: 6	Day Sub Total:	720.00
09/06/2026					
	47862	Olivas, Fabian Cesar	202655788	Case Payment	160.00
	2026/09/06		Count: 1	Day Sub Total:	160.00
09/07/2026					
	47863	Hicks, John Michael	202655757	Case Payment	90.00
	2026/09/07		Count: 1	Day Sub Total:	90.00
09/08/2026					
	47864	Ordonez Bencomo, Gabriel Eduardo	202655748	Case Payment	110.00
	2026/09/08		Count: 1	Day Sub Total:	110.00
09/10/2026					
	47865	Dubois-Rivera, Andrea	202655789	Case Payment	40.00
	47866	Camphouse, Russell C	202655798	Case Payment	100.00
	2026/09/10		Count: 2	Day Sub Total:	140.00
09/11/2026					
	47867	Zarate Pinal, Riky Octaviano	202655790	Case Payment	120.00
	47868	Abeita, Edward	202655768	Case Payment	50.00
	2026/09/11		Count: 2	Day Sub Total:	170.00
09/12/2026					
	47869	Ortega, Joshua Luke	202655802	Case Payment	100.00
	2026/09/12		Count: 1	Day Sub Total:	100.00
09/15/2026					
	47870	Vargas-Orozco, Daniel	202655772	Case Payment	380.00
	47871	Tays, Stanley	202655799	Case Payment	25.00
	47872	Candehore, John	202655793	Case Payment	150.00

Receipt By Date Summary
 From 09/01/2026 12:00 AM to 09/30/2026 11:59 PM
 All Case Types and Sub-Types
 All Clerks

Date	Number	Payer	Case	Transaction Type	Amount
09/15/2026					
	2026/09/15		Count: 3	Day Sub Total:	555.00
09/16/2026					
	47875	Calvillo, Mark V	202655814	Case Payment	25.00
	47873	Marquez Lopez, Luisa	202655801	Case Payment	335.00
			202655803		
	47874	Calvillo, Mark V	202655814	Case Payment	25.00 Voided
	2026/09/16		Count: 3	Day Sub Total:	385.00
09/17/2026					
	47875	Calvillo, Mark V	202655814	Case Payment	25.00 Voided
	2026/09/17		Count: 1	Day Sub Total:	25.00
09/18/2026					
	47876	Abeita, Edward	202655768	Case Payment	50.00
	47877	Cherino, Kevin	202655736	Case Payment	50.00
	2026/09/18		Count: 2	Day Sub Total:	100.00
09/23/2026					
	47880	Calvillo, Mark V	202655824	Case Payment	100.00
	47878	Calvillo, Mark V	202655824	Case Payment	100.00 Voided
	2026/09/23		Count: 2	Day Sub Total:	200.00
09/24/2026					
	47879	Castro, Rosalia	202655822	Case Payment	100.00
	2026/09/24		Count: 1	Day Sub Total:	100.00
09/25/2026					
	47880	Cardoza Gomez, Jorge Luis	202655730	Case Payment	180.00
	47881	Cardoza Gomez, Jorge Luis	202655730	Case Payment	100.00
	47882	Dubois-Rivera, Andrea	202655789	Case Payment	80.00
	47883	Chavez, Mary	202655622	Case Payment	100.00
	2026/09/25		Count: 4	Day Sub Total:	460.00
09/28/2026					
	47884	Abeita, Edward	202655768	Case Payment	105.00
	2026/09/28		Count: 1	Day Sub Total:	105.00
09/29/2026					
	47885	Castillo, Travis Michael	202655775	Case Payment	100.00
	2026/09/29		Count: 1	Day Sub Total:	100.00
			Count: 36	Total:	\$3,844.00



October 19, 2026

Mr. Chris Gillespie, Mayor
Councilor Erica DeSmet
Councilor James Bruhn
Councilor Manny Zamora
Village of Bosque Farms

RE: Proposal for Civil Engineering Services for Country Road Drainage Improvements

Anchor Engineering LLC is pleased to provide you with this cost proposal for the above project. The proposal is based on discussion with Village Council and information that has been provided. Our understanding of the scope of work for this project is to develop a correction to alleviate or if possible eliminate the flooding on Country Lane North of the North Bosque Loop.

This proposal includes the following:

1. **Topographic Survey:** Anchor Engineering LLC will conduct a topographic survey to help determine the locations of low spots for use in the design of the improvements. The topographic survey will be within the right of way only.

Proposed Fee: \$500.00 plus nmgrt

2. **Drainage Plan:** Anchor Engineering will develop a design or combination of designs to address the flooding issue. Due to limited right of way to incorporate improvements, the design may require removal and replacement of a small section of roadway to accommodate the improvements within the roadway prism. Anchor Engineering will develop a summary of quantities for use in obtaining bids for the project, and for use in developing an Engineer's Estimate for bid comparisons.

Proposed Fee: \$5,060.00 plus nmgrt

Total Proposed fee is \$5,560.00 plus nmgrt.

Assumptions:

- Only one design has been anticipated. Multiple plan revisions or substantial changes to the project scope may require additional funding and will be negotiated with you prior to performing any additional work.
- No construction phase services are included in the proposed fee.

The proposal fee does not include plan check fees, water and sewer availability request fees, Geotechnical Testing during construction, permitting, inspections, construction phase services (after submittal of stamped plans), copying, or any other cost the Village or County may require. Those fees will be itemized for direct reimbursement.

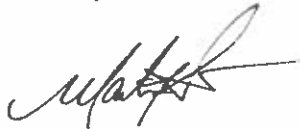
If additional services are required, they can be provided on a time and material or negotiated basis based on the following fees:

Anchor Engineering Billing Rates for 2026 are as follows:	
<u>Work Category</u>	<u>Hourly Rate</u>
SENIOR CIVIL ENGINEER	\$200.00/HR
ENGINEERING ASSOCIATE	\$ 90.00/HR
SENIOR DESIGNER/CADD	\$ 90.00/HR
SURVEY CREW	\$250.00/HR
SURVEYOR	\$200.00/HR
ADMINISTRATIVE	\$ 50.00/HR
MILEAGE IS AT CURRENT FEDERAL RATE	

Monthly progress billings, net 30 will be utilized (2% per month late fees plus legal fees will be assessed on past due amounts). I am available at 505-362-1530 to discuss this proposal further if you so require.

Sincerely,

Accepted By:



Martin J. Garcia, PE
Anchor Engineering LLC
26-074a.

Title

Date

Country Lane Exhibit

Write a description for your map.

Legend

 Country Ln

Google Earth

Image © 2025 Airbus

Area of
Analysis

Country Ln

Country Ln

Country Ln

300 ft



DOMENICI LAW FIRM, P.C.

ATTORNEYS AT LAW

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Suite #1210

Albuquerque, New Mexico 87102

P.O. Box 4295

Albuquerque, NM 87196

(505) 883-6250 Telephone

(505) 884-3424 Facsimile

Pete V. Domenici, Jr.
pdomenici@domenicilaw.com

Carla P. Domenici
cdomenici@domenicilaw.com

Zachary Kim
zkim@domenicilaw.com

October 12, 2026

VIA EMAIL ONLY

Village of Bosque Farms

Erica DeSmet, Mayor Pro Tempore *via email:* e.desmet@bosquefarmsnm.gov

James Bruhn, Councilor *via email:* m.zamora@bosquefarmsnm.gov

Manuel Zamora, Councilor *via email:* j.bruhn@bosquefarmsnm.gov

Re: Sole Source Fee Agreement

Dear Mayor Pro Tempore DeSmet and Councilors Bruhn and Zamora:

Enclosed please find the Sole Source Fee Agreement for your review. The agreement reflects the rates approved on September 23, 2026, and the total contract amount not to exceed \$60,000.00.

Please review the agreement and let us know if you would like any revisions or need any additional items included.

Thank you. We look forward to working with you.

Sincerely yours,

DOMENICI LAW FIRM, P.C.

Pete V. Domenici, Jr., Esq.
PVD/mt #2805

cc: Enclosure

SOLE SOURCE LEGAL SERVICES AGREEMENT

This Agreement is between Domenici Law Firm, P.C. ("Firm"), through Pete V. Domenici, Jr., and Erica DeSmet, Mayor Pro Tempore; James Bruhn, Councilor; and Manuel Zamora, Councilor, of the Village of Bosque Farms ("Clients").

Clients retain the Firm to provide legal representation concerning: investigate and proceed with litigation to remove Mayor Chris Gillespie.

This sole source agreement was approved on September 23, 2026. Services will be billed at the following hourly rates:

- Pete V. Domenici, Jr., attorney: **\$325.00**
- Zach Kim, associate attorney: **\$200.00**
- Melissa Threet, paralegal: **\$150.00**

Applicable gross receipts tax and expenses will be charged in addition to legal fees. Travel time will be billed at one-half of the applicable hourly rate. The Firm will provide itemized statements for services and expenses.

The total amount payable under this Agreement, including legal fees, travel time, gross receipts tax, and expenses, shall not exceed \$60,000.00.

DOMENICI LAW FIRM, P.C.

Signature: _____

Pete V. Domenici, Jr.

Date: 10/12/26

CLIENTS

Signature: _____

Erica DeSmet, Mayor Pro Tempore

Date: _____

Signature: _____

James Bruhn, Councilor

Date: _____

Signature: _____

Manuel Zamora, Councilor

Date: _____

VILLAGE ATTORNEY RETAINER AGREEMENT

THIS VILLAGE ATTORNEY RETAINER AGREEMENT (the "Retainer Agreement") is entered into by and between the Village of Bosque Farms (Village) and Steven M. Chavez of the Chavez Law Firm, P.C. ("Attorney" or "Firm") and is effective as of the 1st day of November 2026.

WHEREAS, the Village and Attorney desire to engage in a stable and flexible contractual relationship for a term of nine (9) months whereby the Village can recognize pricing efficiencies for legal services and the Firm is available to provide service as Village Attorney as well as additional legal services on an as needed basis, in a thoughtful and cost effective manner; and

WHEREAS, the Village and the Firm desire to more efficiently provide requested and necessary additional legal services to the Village on an as needed basis any time;

WHEREAS, the Village and Firm desire to respectively receive and provide legal services specifically described herein pursuant to this Retainer Agreement;

WHEREAS, the Village and Firm specifically acknowledge that this Agreement is not an employment agreement and does not establish a relationship of employer and employee between Firm and the Village, between Village Attorney and the Village, but defines a relationship between the parties wherein the Firm, its employee, Steven M. Chavez is in fact an independent contractor of the Village and remains solely the employee of the Firm; and attorney shall not receive any retirement, insurance, or other benefits that employees might receive as employees of the Village.

WHEREAS, Attorney reserves its independence to act within the limits imposed by law and professional obligations such that the Village's policy objectives during the representation will be furthered through means the Firm considers appropriate under its professional obligations after consultation with the Village's Governing Body and as may otherwise be required by the rules regulating the practice of law in the State of New Mexico Bar Association, including Rule 16-102 NMRA, governing the Scope of Representation and Allocation of Authority between lawyer and client.

WHEREAS, consistent with Rule 16-113 NMRA, Attorney's client is the Village, acting through its five (5) member Village Council, which includes the Village Mayor (the "Full Council"), acting collectively as a body. Attorney does not represent, and shall not act as counsel for, any individual member of the Full Council, including the Village Mayor, or any other Village official in his or her individual capacity. Attorney shall not take part in, advise or advocate for any side of, or otherwise involve himself in any dispute between the Village Mayor and any other member or members of the Full Council. Attorney's legal duty and commitment run to the Full Council as a whole, all five (5) members, and not to any one member.

WHEREAS, Attorney currently serves as Town Attorney for the Town of Peralta on a contractual, non-employee basis, and by letter dated October 14, 2026, entitled "Disclosure of Potential Conflict of Interest and Request for Informed, Written Consent to Concurrent Representation of the Town of Peralta and the Village of Bosque Farms," together with the Informed Written Consent and Waiver of Conflict of Interest executed thereunder by each of the Town of Peralta and the Village (collectively, the "Conflict of Interest Agreement"), Attorney disclosed, and the Town of Peralta and the Village each consented to, Attorney's concurrent representation of both municipalities pursuant to Rule 16-107 NMRA, including with respect to the sewer, police services, and emergency medical services agreements between them; and the Conflict of Interest Agreement is incorporated into and made a part of this Retainer Agreement and shall remain in full force and effect;

NOW, THEREFORE, it is agreed as follows:

1. **RETAINER AGREEMENT.** This Retainer Agreement restates, supersedes, and replaces all prior agreements between the parties, other than the Conflict of Interest Agreement, concerning the provision of legal services in the manner and under the terms described in this Agreement. For purposes of this Retainer Agreement and taxes, the individual, Steven M. Chavez of the Chavez Law Firm, P.C. firm shall be designated as Village Attorney, not the firm as a corporate entity.
2. **VILLAGE ATTORNEY SERVICES.**
 - (A) Firm Attorney will provide legal services as Village Attorney to the Village relative to its needs and shall serve as chief legal advisor to the Village, acting through the Full Council as a whole, and shall advise the Village Mayor, the individual members of the Full Council, and all Village departments and offices in their official capacities only. The Village attorney shall represent the Village in all legal proceedings not covered by the Village's insurance with the Municipal League and shall perform any other duties prescribed as necessary to protect the Village from liability.
 - (B) The contemplated services described in this Agreement are to be provided in conjunction with efforts of designated officials and staff of the Village to achieve the goals of the Village as determined by a majority of the Full Council. The Agreement contemplates that the work will be assigned to the Village Attorney by a majority of the Full Council, or by the Village Mayor acting within the authority delegated by statute and or a majority of the Full Council under Section 6(A). Such legal services, as enumerated below, are to be provided as Village Attorney Legal Services on a monthly retainer basis, and supplemented by Additional Village Attorney Legal Services (certain litigation), as enumerated below, on an hourly basis as approved by the Village.
 - (C) Village Attorney Legal Services encompassed under the monthly retainer include the following:
 - (1) Attend and provide legal representation to Village Council and Planning and Zoning Commission at their meetings and hearings if needed and requested, subject to Section 4(A)(1)(b);
 - (2) Attend Village workshop as needed;
 - (3) Participate in up to one weekly conference either in person or via teleconference as required by the Village Mayor acting under Section 6(A) at a regular time to be mutually determined by the Village Mayor and Village Attorney that will include the Village Mayor and Department Heads to identify and discuss outstanding legal issues, discuss projects both proposed and in development, share information associated with services to be provided by the Firm, and address the means to serve the Village's legal needs;
 - (4) Develop and implement a procedure to provide prompt responses to the Village Mayor and the Village Council with date stamping (or other tracking for accountability purposes) of all internal requests for legal services and to coordinate that work with the Village Mayor's and Council's workplans and develop appropriate quality control and establish with the Council and Village Mayor benchmarks to measure performance under this Agreement;
 - (5) Provide legal advice to the Village Council and participate in individual calls with Village Council members (without violating the rolling meeting prohibition) in order to provide advice to the Council regarding upcoming Village Council agenda items or

ethics inquiries and participate in the preparation of agendas for the Village Council and be prepared to offer legal advice on all agenda items at meetings of the Council or other boards and commission;

- (6) Provide to all members of the Full Council, at the same time, a monthly report that describes the status of all outstanding matters and provides such other information regarding the matters being handled by the Firm under this Agreement as requested by the Council;
- (7) Clearly distinguish between legal advice and business advice when providing services to the Council and staff;
- (8) Provide the Council and Village Mayor timely updates regarding changes in the law (legislation or cases) that may affect Village operations, policies or activities;
- (9) Provide the Council and the Village Mayor with options to cost effectively handle all legal matters incorporated in this Agreement while retaining the high quality of legal services through the use of forms, the use of lower priced staff, various alternate billing methods including using special counsel, temporary employees, task based billing, or other methods of charging for services or service delivery;
- (10) Provide representation of the Village's Planning and Zoning Commission and provide training sessions for staff and Planning Commission if necessary, that will help to reduce the Village's risk in its operations;
- (11) Represent the Village in Municipal Court in any matter;
- (12) Provide 24/7 availability on any and all legal issues and questions related to Village operations;
- (13) Share the experiences and prior involvement of the Firm's attorneys in local governmental matters;
- (14) Drafting and or editing and reviewing appropriate ordinances, resolutions, legislation, service agreements, interlocal agreements, and other documents and instruments to collaboratively and cooperatively achieve the Village's objectives in the most cost effective and time efficient manner;
- (15) Attend, as reasonably required or requested all meetings of the Village Council not described in the foregoing subsection as Village Attorney Legal Services, and attend meetings with third parties or Village staff and/or Village Department Heads, as reasonably required or requested by a majority of the Full Council or by the Village Mayor acting under Section 6(A);
- (16) Render advice that distinguishes between legal advice and business advice as needed through written memoranda, oral opinions or written opinions as directed by the Council, the Village Mayor or as the Village Attorney determines appropriate regarding procurement matters involving contracts; policies, ordinances, resolutions, or regulations; compliance with relevant local, state, or federal statutes or regulations;
- (17) Represent the Village in the acquisition and disposition of real property rights and interests in the normal course of business, including the issuance of title insurance commitments and policies;
- (18) Coordinate, in concert with the Village Mayor as authorized by a majority of the Full Council, with legal counsel and other professionals representing governmental agencies or third parties on routine legal matters affecting the Village in the normal course of business;
- (19) Communicate on a regular basis, as required, and cooperate and coordinate with the Village Mayor and designated Village staff;

- (20) Represent the Village's Planning and Zoning Commission at its hearings, meetings, and in Court;
- (21) Prosecute code enforcement cases (zoning and animal control) (including traffic violations) in court or before administrative agencies as requested by the governing body of the Village of Bosque Farms; and
- (22) Perform other legal services which the Village and Firm mutually agree are within the normal and regular scope of day-to-day general counsel services, excluding special legal projects of a significant nature outside the normal day-to-day representation of the Village.

3. **ADDITIONAL VILLAGE ATTORNEY LEGAL SERVICES NOT INCLUDED IN THE MONTHLY RETAINER---BILLED ON HOURLY BASIS.**

- (A) Additional Village Attorney legal services encompass the following that are to be billed on an hourly rate:
 - (1) Prosecute or defend litigation in District Court, the Court of Appeals, the Supreme Court and Federal Court as directed by a majority of the Full Council, including mediation, validation proceedings, and arbitrations before administrative boards, arbitrators, mediators, courts of all levels of the county, state or federal governments and report to all members of the Full Council on that litigation regularly.

4. **COMPENSATION FOR PROFESSIONAL SERVICES.**

- (A) Attorney will be compensated for Village Attorney Legal Services at the monthly retainer rate as authorized herein. Attorney will be compensated for Additional Village Attorney Legal Services (Litigation defined in Section 3 above) at the hourly rate as authorized herein. Unless otherwise agreed to by the parties, Attorney will be compensated for legal services at negotiated and hourly rates as authorized herein.
 - (1) The Firm will be compensated for Village Attorney Legal Services at the Firm's following monthly retainer rate:
 - (a) \$3,650 per month, plus New Mexico gross receipts tax, due and payable on the first (1st) day of each calendar month, commencing November 1, 2026, for work to be performed during that month.
 - (b) Notwithstanding the foregoing, the monthly retainer includes attendance at each public meeting of the Village Council or any Village board or commission for up to two (2) hours. Attorney time at any public meeting exceeding two (2) hours in duration shall be billed, for all time beyond two (2) hours, at a rate of \$360 per hour, recorded and billed in increments of ten (10) minutes, plus New Mexico gross receipts tax.
 - (2) The Firm will be compensated for Additional Village Attorney Legal Services (litigation) defined in Section 3 above for hourly work at the following hourly rates:
 - (a) A rate of \$360 per hour of attorney time (recorded and billed in increments no greater than 0.10 hour segments) plus New Mexico gross receipts tax applicable in the Village of Bosque Farms.
 - (b) Actual Expenses including court costs, deposition costs, expert witness costs,

witness fees, and any other actual costs of litigation.

- (3) Attorney time shall not be charged for any travel to the Village or for travel to any meetings of the Village Council if held within the County.

5. DISCLOSURE.

- (A) The Village recognizes that Attorney and the Firm represent other clients, including but not limited to the Town of Peralta, for which Attorney serves as Town Attorney, and the City of Albuquerque City Council as an administrative law judge and as an appellate hearing officer in land use appeals and is a plaintiff's attorney representing people catastrophically injured and wrongful death litigation.
- (B) Attorney as Village Attorney will not represent any client, including but not limited to a municipality, county, local or state government agency or other person or entity in matters which the Firm determines to be directly adverse to the Village nor will the Firm represent the Village in matters which the Firm determines to be directly adverse to the interests of any other client of the Firm. Notwithstanding anything to the contrary in this Retainer Agreement, the Firm shall not represent the Village in any matter between the Village and the Town of Peralta, including the negotiation, amendment, renewal, termination, or enforcement of the sewer, police services, and emergency medical services agreements between them, and the Village shall retain separate conflicts counsel, at its own expense, for any such matter.
- (C) Conflicts of Interest. New Mexico provides that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. It is also possible that during the course of Attorney's representation of the Village's interests the Village may become involved in transactions or disputes with other clients of the Firm in which the Village's interests are or become adverse to the interests of one or more of the Firm's other clients, whether present or future. If such a conflict between the Village interests and those of another of the Firm's clients, whether present or future, were to arise, the Firm will promptly notify the Village of that circumstance. The Firm reserves the right, on account of any such conflicts of interest, to withdraw from the matter in question and will assist the Village in securing interim or alternative counsel for the matter in conflict if a conflict waiver is not otherwise permissible under the rules regulating The practice of law in New Mexico. The Firm represents local governments and private sector clients throughout the State of New Mexico and wishes to be able to consider the representation of other local governments or public sector clients who may have interests that are potentially adverse to the Village's, but with respect to matters that are unrelated in any way to our representation of the Village. The ethics rules that govern the Firm permit it to accept such multiple representations, assuming certain requirements are met. Accordingly, during the term of this engagement, the Firm agrees that it will not accept representation of another client to pursue interests that are directly adverse to the Village's interests unless and until the Firm makes full disclosure to the Village of all the relevant facts, circumstances, and implications of the Firm's undertaking the two representations, and confirm to the Village in good faith that the Firm has done so and that the following criteria are met: there is no substantial relationship between any matter in which the Firm is representing or has represented the Village and the matter for the other client.

6. CONTRACT ADMINISTRATION.

- (A) For ease and convenience of administration, the Village Council hereby also supplementally designates its Village Mayor to provide policy direction and instructions to the Firm in the administration of its duties hereunder, approving and authorizing work orders, the provision of Additional Legal Services and all other matters necessary to administer this Retainer Agreement on behalf of the Village; **provided, however, that such designation is subject at all times to the direction and control of a majority of the Full Council, which may modify or revoke it at any time by vote of a majority of the Full Council, and the Village Mayor or any individual Council member shall not direct Attorney with respect to any matter in dispute between the Village Mayor and any other member or members of the Full Council.**
- (B) Attorney shall be entitled to reasonably rely upon such direction received from the Village Mayor, **except where such direction conflicts with direction of a majority of the Full Council, in which case the direction of a majority of the Full Council shall control.**
- (C) The Firm will alert the Village Mayor if any project or service it is working on or which it is asked to work on may exceed the budget for the year, or for that project or service and will not proceed to provide services for which it seeks compensation until sufficient funding to pay the Firm for its services for the project or service is approved; unless specifically directed by a majority of the Full Council, or by the Village Mayor acting under Section 6(A), to proceed.

7. GENERAL.

- (A) This Retainer Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. In the case of litigation of such disputes, each party shall bear its own attorney fees and costs. This Retainer Agreement may be amended only by a written agreement entered into by the parties.
- (B) This Retainer Agreement or the appointment of Steven M. Chavez as Village Attorney to the Village may be terminated with or without cause by vote of a majority of the Full Council taken at a duly noticed public meeting, at any time upon thirty (30) days written notice. Attorney may likewise terminate this Retainer Agreement and withdraw as Village Attorney, with or without cause, at any time upon thirty (30) days written notice to the Village, subject to Attorney's obligations under Rule 16-116 NMRA. Additionally, even if the Village does elect to seek and obtain either Village Attorney Legal Services or Additional Village Attorney Legal Services, or both, from an attorney or firm other than Attorney herein, this contract may stay in force and effect so that the Firm is available to provide to the Village, on an as needed and agreed to basis, supplemental legal services as provided for herein. In the event of termination, the Firm shall assume responsibility for completion of and shall be compensated for all representation requested prior to the notice of termination and through any prompt transition to termination agreed upon by the parties at the hourly rates agreed upon for Additional Village Attorney Legal Services for any remaining Village Attorney Legal Services or Additional Village Attorney Legal Services. Provided however, a majority of the Full Council may terminate this Retainer Agreement for breach by the Firm, and Attorney may terminate this Retainer Agreement for breach by the Village, including failure to timely pay amounts due hereunder, in each case with such notice as may be reasonable under the circumstances. In the event of termination, with or without cause, the Firm shall be compensated in accordance herewith for approved time and expenses expended prior to the date of termination.

- (C) This Retainer Agreement shall be effective as of the date first written above and executed below, and shall continue for a term of nine (9) months, through July 31, 2027, unless sooner terminated as provided in Section 7(B), and may be renewed for one or more additional terms upon the mutual written agreement of the parties, approved by vote of a majority of the Full Council; provided, however, that no services shall be rendered hereunder unless and until the Town of Peralta and the Village have each executed the Conflict of Interest Agreement. This is the entire agreement between the parties concerning the subject matter hereof; provided, however, that the Conflict of Interest Agreement is incorporated herein by reference and shall remain in full force and effect.

VILLAGE OF BOSQUE FARMS

Chris Gillespie, Mayor

CHAVEZ LAW FIRM, P.C.

Steven M. Chavez

ATTEST:

Clerk Administrator

Dated this ____ day of _____, 2026

October 14, 2026

Joseph Chavez, Mayor
Town of Peralta, a municipal corporation
PO Box 1830
Peralta, NM 87042

Chris Gillespie, Mayor, and Members of the Village Council
Village of Bosque Farms, a municipal corporation
PO Box 660
Peralta, NM 87042

**RE: Disclosure of Potential Conflict of Interest and Request for Informed, Written
Consent to Concurrent Representation of the Town of Peralta and the Village of
Bosque Farms**

Dear Mayor Chavez, Mayor Gillespie, and Members of the Village Council:

This letter is furnished to each of you jointly, in your respective official capacities on behalf of the Town of Peralta ("Peralta") and the Village of Bosque Farms ("Bosque Farms") (each a "Client" and collectively the "Clients"), for the purpose of disclosing a potential conflict of interest arising out of the undersigned's proposed concurrent representation of both Clients, and of requesting each Client's informed written consent thereto pursuant to Rule 16-107 NMRA of the New Mexico Rules of Professional Conduct. No engagement of the undersigned by Bosque Farms shall be deemed effective, and no legal services shall be rendered to Bosque Farms, unless and until each Client has executed and returned the consent set forth at the conclusion of this letter.

1. The Proposed Engagements.

The undersigned currently serves as Town Attorney for Peralta on a contractual, non-employee basis, rendering legal services as general legal counsel to the Town, advising the Governing Body and Town officials upon such municipal legal matters as may arise or be assigned from time to time. Bosque Farms now desires to retain the undersigned on a like contractual, non-employee basis to render legal services as Village Attorney under the enclosed Village Attorney Retainer Agreement (the "Retainer Agreement"), excepting any matter between the Clients, including the agreements described in Section 2, in which, as provided in the Retainer Agreement, the undersigned shall not represent Bosque Farms and Bosque Farms shall retain separate conflicts counsel at its own expense. Each engagement is or would be governed by a separate written contract for legal services, and each Client would remain a separate and distinct client of the undersigned. Consistent with Rule 16-113 NMRA and the Retainer Agreement, the

client in the Bosque Farms engagement is the Village, acting collectively through its five (5) member Village Council, including the Village Mayor, and not any individual member of the Village Council, including the Village Mayor.

2. Nature of the Potential Conflict of Interest.

Rule 16-107 NMRA provides that a lawyer shall not represent a client if the representation involves a concurrent conflict of interest, which exists if the representation of one client will be directly adverse to another client, or if there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client. The undersigned has identified the following circumstances, presently existing or reasonably foreseeable, giving rise to such a risk:

- **Sewer Agreement.** The Clients have entered into, or may negotiate, an agreement between them for sewer service, under which matters of capacity, rates and cost allocation, performance, amendment, renewal, termination, or enforcement may arise as to which the Clients' interests diverge;
- **Police Services Contract.** The Clients have entered into, or may negotiate, a contract between them for the provision of police services, under which matters of scope and level of service, compensation, liability and indemnification, performance, amendment, renewal, termination, or enforcement may arise as to which the Clients' interests diverge; and
- **Emergency Medical Services Agreement.** The Clients have entered into, or may negotiate, an agreement between them for emergency medical services, under which matters of service coverage and response, compensation, liability and indemnification, performance, amendment, renewal, termination, or enforcement may arise as to which the Clients' interests diverge.

3. Consequences of Granting the Requested Waiver.

So that each Client's consent may be given knowingly and intelligently, each Client is advised of the following material risks and consequences attendant to the requested waiver:

- (a) **Impairment of Independent Judgment and Undivided Loyalty.** The undersigned's duty of loyalty would be owed simultaneously to two clients whose interests may diverge. Advice, advocacy, and negotiation strategy that would be pursued on behalf of a single client may be tempered, narrowed, or foregone by reason of concurrent duties owed to the other Client. Neither Client would receive the wholly undivided loyalty it would receive from counsel representing it alone.
- (b) **Preservation of Confidentiality as Between the Clients.** The engagements are separate representations and not a joint representation in a common matter. Pursuant to Rule 16-106 NMRA, the undersigned will hold in strict confidence all information relating to the

representation of each Client, and will not disclose to either Client, or use to the disadvantage of either Client, any confidential information or privileged communication of the other Client, including any such information or communication concerning the Sewer Agreement, the Police Services Contract, or the Emergency Medical Services Agreement described in Section 2. The attorney-client privilege of each Client is preserved and shall not be waived by the undersigned. Should the undersigned's duty of confidentiality to one Client preclude the undersigned from adequately representing the other Client in any matter, the undersigned will decline or withdraw from that matter as provided in subparagraphs (c) and (d) below.

(c) **Disqualification and Mandatory Withdrawal.** Should an actual, non-consentable conflict arise — including any matter in which one Client asserts a claim against the other, or in which the Clients occupy directly adverse positions in litigation, arbitration, or a contested administrative proceeding — the undersigned would be required to withdraw from representing one or both Clients in that matter, and possibly from the engagements in their entirety. Each Client would thereafter be required to retain substitute counsel, at its own cost, and would bear the resulting delay, duplication of effort, and expense.

(d) **Declination of Matters.** The undersigned may be required to decline to undertake, or to cease work upon, particular matters otherwise within the scope of an engagement, including negotiation of interlocal agreements between the Clients and any matter in which the Clients' positions are adverse. In such matters each Client would be required to engage separate conflicts counsel.

(e) **No Advocacy Against the Other Client.** Neither Client may expect the undersigned to advocate against, negotiate against, sue, defend against, investigate, or take a legislative or administrative position adverse to the other Client, in the subject engagements or otherwise.

(f) **Use of Information; Imputation.** Information acquired in the course of representing one Client may be imputed to the undersigned in the representation of the other, which may itself operate to disqualify the undersigned from future matters, including matters not now foreseeable.

(g) **Public and Political Consequences.** The Clients are public bodies subject to open meetings, public records, and municipal ethics requirements. The fact of the concurrent representation and of this waiver may become a matter of public record and may be the subject of public comment, and the waiver may be challenged by third parties, including in litigation, notwithstanding its execution by both Clients.

(h) **No Assurance of Continued Enforceability.** A waiver of a future conflict is effective only to the extent the consenting Client reasonably understood the material risks at the time of consent. Should circumstances materially change, the undersigned will supplement this disclosure and request renewed consent; a court or disciplinary authority may nonetheless decline to give effect to the waiver.

4. Protective Measures Proposed by Counsel.

In mitigation of the foregoing risks, the undersigned proposes: (i) separate written engagement contracts, separate files, and separate billing for each Client; (ii) prompt written notice to both Clients upon the undersigned's identification of any actual or potential conflict; (iii) advance identification of categories of matters as to which the undersigned will not act for either Client, including matters between the Clients; (iv) the retention of separate conflicts counsel by each Client with respect to any such matter, at that Client's expense; and (v) the strict preservation of each Client's confidential information and privileged communications, including those relating to the Sewer Agreement, the Police Services Contract, and the Emergency Medical Services Agreement, none of which the undersigned will disclose to, or use for the benefit of, the other Client.

5. Alternatives to Granting Consent.

Each Client is not obligated to consent. Each Client may (i) decline consent and retain separate, independent counsel for all matters; (ii) consent as to a limited category of matters only, with all remaining matters excluded from the engagement; (iii) engage the undersigned for a defined, discrete matter rather than as general counsel; or (iv) condition consent upon such additional protections as the Client may require. Declination of consent will not prejudice either Client in any respect.

6. Right to Consult Independent Counsel.

Each Client is advised, and is strongly encouraged, to consult independent legal counsel of its own selection concerning this disclosure and the requested waiver before executing the consent below. Each Client is further advised to consider whether authorization by its governing body, in open session and by formal action, is required or advisable, and to take such action as its charter, ordinances, and applicable law may require. The consent of Bosque Farms shall be effective only if approved by majority vote of the five (5) member Village Council of Bosque Farms, including the Village Mayor (the "Full Council"), taken at a duly noticed public meeting. The undersigned does not, and cannot, act as independent counsel to either Client with respect to the waiver itself.

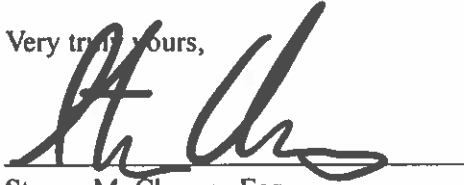
7. Revocation of Consent.

Either Client may revoke its consent at any time by written notice to the undersigned. Revocation will not, of itself, affect the validity of services rendered prior to revocation, but may require the undersigned to withdraw from representing one or both Clients, and may result in the Clients' obligation to retain substitute counsel. Whether the undersigned may continue to represent the non-revoking Client will be determined under Rules 16-107, 16-109, and 16-116 NMRA as then applicable.

8. Request for Written Consent.

If, after reading this letter and after such consultation with independent counsel and such action by its governing body as it deems appropriate or, in the case of Bosque Farms, as required by Section 6, each Client wishes to waive the conflicts described above and to consent to the concurrent representation, please have the authorized officer of each Client execute the consent below and return one fully executed original to the undersigned. Please do not hesitate to contact the undersigned with any question; the undersigned will gladly provide such further information as either Client may request.

Very truly yours,

A handwritten signature in black ink, appearing to read 'S. Chavez', is written over a horizontal line.

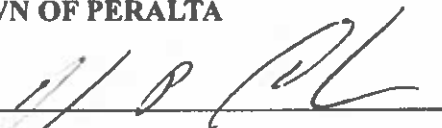
Steven M. Chavez, Esq.
Chavez Law Firm, P.C.

Enclosure: Village Attorney Retainer Agreement

INFORMED WRITTEN CONSENT AND WAIVER OF CONFLICT OF INTEREST

The undersigned, on behalf of the Client identified below, hereby certifies that: (i) it has read the foregoing letter in its entirety; (ii) it has had a reasonable opportunity to consult independent legal counsel of its own selection concerning the letter and this consent; (iii) it understands the nature of the conflicts of interest disclosed and the material risks, limitations, and reasonably available alternatives described therein; (iv) the person executing below is duly authorized to do so on behalf of the Client, and all action required by the Client's charter, ordinances, and applicable law to authorize this consent has been duly taken, including, in the case of the Village of Bosque Farms, approval of this consent by majority vote of the Full Council at a duly noticed public meeting; and (v) the Client knowingly, intelligently, and voluntarily waives the conflicts of interest described in the foregoing letter and consents to the concurrent representation of both Clients by the undersigned attorney, subject to the terms and limitations stated therein.

TOWN OF PERALTA

By: 

Name: Joseph Chavez

Title: Town Mayor

Date: 10/14/26

Attest: , Town Clerk

VILLAGE OF BOSQUE FARMS

By: _____

Name: Chris Gillespie

Title: Village Mayor

Date: _____

Attest: _____, Village Clerk