

5. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Village Council for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Village Council, this Agreement shall terminate immediately upon written notice being given by the Village to the Contractor. The Villages' decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Village proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

6. Status of Contractor.

The Contractor and its agents and employees are independent contractors performing professional services for the Village and are not employees of the Village of Bosque Farms. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of Village vehicles, or any other benefits afforded to employees of the Village of Bosque Farms as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the Village of Bosque Farms unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

7. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of the Village.

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Village. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the Village. In all cases, the contractor is solely responsible for fulfillment of this Agreement.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the procuring agency of the Village, its officers and employees, and the Village of Bosque Farms from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the Village.

11. Product of Service -- Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the Village of Bosque Farms and shall be delivered to the Village no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership by or on behalf of the Contractor.

12. Conflict of Interest; Governmental Conduct Act.

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978. Without in any way limiting the generality of the foregoing, the Contractor specifically represents and warrants that:

1) in accordance with Section 10-16-4.3 NMSA 1978, the Contractor does not employ, has not employed, and will not employ during the term of this Agreement any Village employee while such employee was or is employed by the Village and participating directly or indirectly in the Villages' contracting process.

2) this Agreement complies with Section 10-16-7(B) NMSA 1978 because (i) the Contractor is not a public officer or employee of the Village; (ii) the Contractor is not a member of the family of a public officer or employee of the Village; (iii) the Contractor is not a business in which a public officer or employee or the family of a public officer or employee has a substantial interest; or (iv) if the Contractor is a public officer or employee of the Village, a member of the family of a public officer or employee of the Village, or a business in which a public officer or employee of the Village or the family of a public officer or employee of the Village has a substantial interest, public notice was given as required by Section 10-16-7(B) NMSA 1978 and this Agreement was awarded pursuant to a competitive process;

3) in accordance with Section 10-16-8(C) NMSA 1978, (i) the Contractor is not, and has not been represented by, a person who has been a public officer or employee of the Village within the preceding year and whose official act directly resulted in this Agreement and (ii) the Contractor is not, and has not been assisted in any way regarding this transaction by, a former public officer or employee of the Village whose official act, while in Village employment, directly resulted in the Villages' making this Agreement;

4) in accordance with Section 10-16-13 NMSA 1978, the Contractor has not directly participated in the preparation of specifications, qualifications or evaluation criteria for this Agreement or any procurement related to this Agreement; and in accordance with Section 10-16-3 and Section 10-16-13.3 NMSA 1978, the Contractor has not contributed, and during the term of this Agreement shall not contribute, anything of value to a public officer or employee of the Village. RFP # 2026-01-100

ANNUAL LEGAL SERVICES FOR Village of Bosque Farms

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the Village relied when this Agreement was entered into by the parties. Contractor shall provide immediate written notice to the Village at any time during the term of this Agreement; Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Agreement or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the Village and notwithstanding anything in the Agreement to the contrary, the Village may immediately terminate the Agreement.

D. All terms defined in the Governmental Conduct Act have the same meaning in this Article 12(B).

13. Amendment.

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto and all other require signatories.

14. Merger

This Agreement incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, Agreements and understandings have been merged into this written Agreement. No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. Penalties for violation of law.

The Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

16. Applicable Law.

In any action, suit or legal dispute arising from this Agreement, the Contractor agrees that the laws of the State of New Mexico shall govern and that venue will lie in the **Thirteenth Judicial District Court in Valencia County**. By execution of this Agreement, Contractor acknowledge agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

17. Workers Compensation.

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the County.

18. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. The records shall be subject to inspection by the County, the Department of Finance and Administration and the State Auditor. The Village shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Village to recover excessive or illegal payments.

19. Disclaimer and Hold Harmless.

Bosque Farms Village shall not be liable to the Contractor, or the Contractor's successors, heirs, administrators, or assigns, for any loss, damage, or injury, whether to Contractor's person or property, occurring in connection with Contractor's performance of Contractor's duties according to this Agreement. Contractor shall hold the Bosque Farms Village harmless from all loss, damage, and injury, including court costs and attorney fees, incurred by Bosque Farms Village in connection with the performance by Contractor of Contractor's duties according to this Agreement.

20. Equal Opportunity Compliance

The Contractor agrees to abide by all federal, state and village laws and rules and regulations. Pertaining to equal employment opportunity. In accordance with all such law, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of the Agreement Contractor agrees to take appropriate steps to correct these deficiencies.

21. Indemnification.

The Contractor shall defend, indemnify and hold harmless the Village of Bosque Farms from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the Village of Bosque Farms and the New Mexico Municipal League by certified mail.

22. Invalid Term or Condition.

If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable. If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

23. Enforcement of Agreement

A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

24. Authority

If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter into a binding contract.

25. Lobbying

No federal appropriated funds can be paid or will be paid, by or on behalf of the CONTRACTOR, or any person for influencing or attempting to influence an officer or employee

of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, or the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement. If any funds other than federal appropriated funds have been paid or will be paid to any person influencing or attempting to influence an officer or employee of any County, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection of this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

26. Approval of Contractor Personnel

Personnel proposed in the Contractor's written proposal to the Village are considered material to any work performed under this Agreement. No changes of personnel will be made by the Contractor without prior written consent of the procuring agency of the Village. Replacement of any Contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld. The procuring agency of the Village shall retain the right to request the removal of any of the Contractor's personnel at any time.

27. Survival

The agreement paragraphs titled "Patent, Copyright, Trademark, and Trade Secret Indemnification" and "Indemnification" shall survive the expiration of this agreement. Software licenses, leases, maintenance and any other unexpired agreements that were entered into under the terms and conditions of this agreement shall survive this.

28. Succession

This agreement shall extend to and be binding upon the successors and assigns of the Parties

29. Force Majeure

A party shall be excused from performance under this agreement for any period that the party is prevented from performing as a result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination.

30. Mediation

In the event a dispute arises as to the rights and obligations among the parties hereto, the parties agree to attempt to resolve the dispute through mediation as a condition precedent to seeking legal and equitable remedies. The parties agree to evenly split the costs of any such mediation services. The parties shall mutually agree upon the choice of mediator. In the event the parties have not agreed upon a mediator within twenty (20) days of written notice to the other regarding the dispute, then a list of seven potential mediators will be obtained from the New Mexico Municipal League and the parties shall utilize a striking process until a mediator is agreed upon.

31. Notice to Proceed

It is expressly understood that this Agreement is not binding upon the Village until it is executed by the Village Council after voting on the contract at a public meeting. Further, the Contractor is not to proceed with its obligations under the Agreement until the Contractor has received a fully signed copy of the Agreement.

32. Attorney's Fees

In the event this Agreement results in dispute, mediation, litigation, or settlement between the parties to this Agreement, the prevailing party of such action shall NOT be entitled to an award of attorneys' fees and court costs.

33. Cooperation

All parties hereto will fully cooperate with each other and their respective counsel, accountant, and agents in connection with any steps required to be taken under this Agreement.

34. Incorporation and Order of Precedence

Request for Proposals No. [2026-01-100] and the contractor's proposal are incorporated by reference into this agreement and are made a part of this agreement. In the event of any conflict among these documents, the following order of precedence shall apply:

- a. Any contract amendment(s), in reverse chronological order; then
- b. This contract itself; then
- c. The Request for Proposals; then
- d. The Contractor's Best and Final Offer(s), in reverse chronological order; then
- e. The contractor's proposal; then
- f. The contractor's standard agreement terms and conditions which may or may not have been submitted as part of the contractor's proposal)

35. Patent, Copyright, Trademark and Trade Secret Indemnification

A. The contractor shall defend, at its own expense, the Village of Bosque Farms against any claim that any product or service provided under this agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against the Village of Bosque Farms based upon the contractor's trade secret infringement relating to any product or service provided under this agreement, the contractor agrees to reimburse the Village of Bosque Farms for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Village of Bosque Farms shall:

- i. gives the contractor prompt written notice of any claim.
- ii. allow the contractor to control the defense or settlement of the claim; and
- iii. cooperate with the contractor in a reasonable way to facilitate the defense or settlement of the claim.

B. If any product or service becomes, or in the contractor's opinion is likely to become the subject of a claim of infringement, the contractor shall at its option and expense:

i. provides a procuring agency of the Village the right to continue using the product or service.

ii. replace or modify the product or service so that it becomes non-infringing; or,

iii. accept the return of the product or service and refund an amount equal to the depreciated value of the returned product or service, less than the unpaid portion of the purchase price and any other amounts which are due to the contractor. The contractor's obligation will be void as to any product or service modified by the procuring agency of the Village to the extent such modification is the cause of the claim.

36. Professional Liability Insurance

Contractor agrees to maintain in full force throughout the duration of the Agreement a liability insurance policy with a minimum coverage of [insert appropriate coverage amounts depending on assignment].

37. Notices

My notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To: Village of Bosque Farms

Erica Martinez, Chief Procurement Officer
1455 W. Bosque Loop
Bosque Farms, NM 870681

To the Contractor's: _____

Printed Name: _____

Address: _____

By: _____ Date: _____

NAME AND TITLE OF CONTRACTOR

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Village Chief Procurement Officer below:

By: _____ Date: _____

Erica Martinez, City Clerk, PO

VILLAGE COUNCIL

APPROVED, ADOPTED AND PASSED on this _ day of_, 2026.

Chris Gillespie, Mayor

_____ Date: _____

Attest:

Erica Martinez
Bosque Farms Village Clerk

_____ Dare: _____

Bosque Farms Chief Procurement Officer:

By: _____ Date: _____

Erica Martinez, CPO
Village of Bosque Farms Clerk

_____ Date: _____

Attachment I

Scope of Work

Required activities include, but are not necessarily limited to -

The scope of work is for Legal Services and shall consist of the following:

The scope of work is for Legal Services and shall consist of the following:

- Provide day-to-day legal services to the Village Council and Administration
- Experience with New Mexico Local Government
- Employment Laws
- Attend All Village Council Meetings and Administrative Hearings
- Draft and review Notices of Contemplated Actions
- Draft and Review Resolutions, Ordinances and other Village departments.
- Subdivision, property and road experience
- Advise elected officials.
- To be respectful and diplomatic to all staff
- Shall notify appropriate staff of new laws, legislative mandatory requirements or other when knowledge of such changes are incurred.
- Monthly Flat Rate
- Annual Fee
- Other Rates (Detailed)
- Timely Response to inquiries
- Provide written legal opinions and advise Village on methods to avoid civil litigation.
- Draft and review Contracts, Leases, Memorandums of Understandings, Joint Powers Agreements and as requested by departments as needed.
- Advise Council on all matters including Policies and Procedures, Open Meetings, Inspection of Public Records, Elections, Procurement, Administrative Proceedings and Hearings, Meetings Rules, Personnel Matters, Tort, and Criminal Litigations matters that may arise.
- Legal staff will provide legal opinions and guidance- but will ultimately leave final decisions to the Village Council and Administration- and continue to provide legal support based on these decisions



**VILLAGE OF BOSQUE FARMS
RULES OF PROCEDURE**

By Resolution 1081-26

Table of Contents

Article I - General Provisions

- 1.1 Meetings
- 1.2 Attendance
- 1.3 Duties of the Mayor
- 1.4 Councilor's Responsibilities
- 1.5 Committees of the Governing Body
- 1.6 Adopted Rules
- 1.7 Public Access, Live Streaming, and Transparency

Article II – Procedures

- 2.1 Preparation and Distribution of Agendas
- 2.2 Minutes
- 2.3 Order of Business
- 2.4 Public Comment Procedures
- 2.5 Ordinances, Resolutions
- 2.6 Approvals
- 2.7 Motions
- 2.8 Postponement of Action
- 2.9 Amendments

Article III – Rules of Order

- 3.1 Rules of Debate
- 3.2 Rules of Voting
- 3.3 Decorum
- 3.4 Public Comment
- 3.5 Appeal Hearing Procedures

Additional Documents

- Agenda item request form
- Sample resolution
- Sample ordinance

Article I

General Provisions

NMSA 1978 §3-12-3 grants the Governing Body of a municipality having a Mayor-Council form of government the power to determine the rules of its own proceedings.

1.1 Meetings

- A. The Governing Body shall hold regular meetings in accordance with the Open Meetings Act, NMSA, 1978, §10-15-1 et. seq., and will approve an annual Open Meetings Act Resolution in December of each year to set dates for all meetings for the following year. All regular meetings shall be held in the Village Council Chambers located at 1455 West Bosque Loop Bosque Farms N.M. unless otherwise specified on the meeting agenda.
- B. Notice of such meetings shall be posted at the following locations in the Village no later than 72 hours prior to the meeting date:
 - 1. Village Hall Lobby
 - 2. Village of Bosque Farms Community Center
 - 3. Sopa's Restaurant
 - 4. Southwest Grill
 - 5. Peralta Post Office
 - 6. Benny's Restaurant
 - 7. Tractor Supply
- C. Special meetings may be called by the mayor or by a majority (meaning three (3)) of the members of the Governing Body. Notice of such meetings shall be posted 72 hours in advance of the meeting date, just as a regular meeting would be.
- D. All binding actions of the Governing Body shall be taken at regular meetings, special meetings, or emergency meetings.
- E. The Governing Body may recess and reconvene a meeting to a subsequent date provided that prior to recessing, the mayor specifies the date, time, and place for continuation, subject to approval by a majority vote of the governing body and promptly causes posting of notice of the date, time, and place for the reconvened meeting at such places designated by Section 1.1.B of these rules. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.
- F. Work session meetings may be held for the purpose of examining issues, however, no official action may be taken. Work sessions are meetings of the Governing Body (may or may not have a quorum) and may be scheduled by the mayor or any three (3) councilors. Non-mandatory work sessions are limited to no more than two hours in length. There shall be no more than three items on the agenda for these meetings. Public input may be taken at the discretion of the mayor or the Governing Body by majority vote. Any materials provided to the mayor and/or members of the Governing Body during a work session shall be made available to

the public at the same time. Such materials shall be accessible within 10 days of the meeting electronically through the Village's website.

- G. Town Hall meetings may be held to gather public input on various topics. Town Halls are meetings of the Governing Body (may or may not have a quorum) and may be scheduled by the mayor or any two (2) councilors. Public input procedures shall be determined by a majority vote of the governing body. These meetings will follow the same basic agenda format as a regular meeting or work study but will typically have one item of business followed by public comment on that topic. No votes or decisions will be made by the governing body at the town hall meeting, but information gathered at these sessions can be used to inform the governing body to make a decision at the next regularly scheduled meeting, or at a time that is announced during the town hall meeting.

1.2 Attendance

- A. Members of the Governing Body are expected to attend all scheduled meetings and shall make every effort to attend all special meetings. If a councilor or the mayor will be unable to attend a meeting, all shall make a reasonable effort to notify the Village Clerk of their absence. The clerk will notify all members of such absence(s).
- B. In accordance with the Open Meetings Act, NMSA 1978, § 10-15-1C, members of the Governing Body may participate in meetings by telephone or video conference or other similar communications facility by means of which all persons participating in the meeting can hear each other, when it is otherwise difficult or impossible to attend the meeting in person.

1.3 Duties of the Mayor

- A. The Mayor shall possess the powers and perform the following duties:
 - 1. Preserve order and decorum and have general direction of the Council Chambers.
 - 2. Announce the business before the body in the order in which it is to be acted upon.
 - 3. Recognize the speakers entitled to the floor and guide and direct the proceedings of the governing body.
 - 4. Call for input on agenda items.
 - 5. The mayor shall vote only in the event of a tie, as provided by NMSA §3-12-4
 - 6. The mayor shall rule on points of order; however, any Councilor may immediately appeal the ruling to the Governing Body, and a majority vote shall decide the question. No ruling of the mayor shall prevent a Councilor from exercising rights granted under these Rules or state law.
 - 7. The mayor shall put motions to a vote in the order they are properly made and seconded, without unnecessary delay. No motion made and seconded by Councilors shall be withheld from a vote unless ruled out of order and upheld by a majority of the Governing Body.
 - 8. The mayor shall work collaboratively with the Clerk and all Councilors in the preparation of agendas. Councilors may submit agenda items directly to the

Clerk as provided in Code 2-2-2 Procedure A (4), and no agenda request from a Councilor shall be denied.

9. In addition, the Mayor shall keep the Mayor Pro Tem regularly informed of all significant Village projects, contracts, negotiations, and ongoing Village business. Such updates shall occur on a regular basis and no less than two (2) time per week, whether or not a public meeting is scheduled.

- B. In the absence of the Mayor, upon the inability to act, or upon the request of the Mayor, the Mayor Pro Tem shall preside and shall have all the powers and authority of the Mayor.

1.4 Councilors' Responsibilities

Councilors share responsibility for ensuring meetings are conducted efficiently, transparently, and in full compliance with the Rules of Procedure and the Open Meetings Act.

A. Appointment of Mayor Pro-Tem

1. Councilors shall nominate and select from among the council members a Mayor Pro-Tem who shall preside in the absence of the mayor and exercise the duties of the mayor during such absence, as authorized by law.

B. Initiation of Legislation

1. Requests for initiation of legislation shall be directed to the Village Administrator. Any councilor may introduce ordinances, resolutions, or motions for consideration. Councilors may request assistance from the Village Administrator or staff, but such assistance shall not be required as a precondition for placing legislation on an agenda.
2. Substitute legislation. A proposal for a substitute ordinance or resolution in accordance with section 2.4.D shall be submitted through the Village Administrator and made available to the members of the Governing Body at least seventy-two (72) prior to the meeting at which the matter is to be discussed.

C. Public Statements

1. Councilors speak for themselves unless the Governing Body, by majority vote, authorizes a statement on behalf of the body as a whole.
2. Refrain from negotiating contracts on behalf of the Village, without authority from the Village Administrator. Only the Village Administrator or a person formally designated by the Governing Body may execute or finalize contracts on behalf of the Village. This does not prohibit councilors from communicating with outside organizations in their legislative capacity.

1.5 Committees of the Governing Body

- A. The Governing Body may establish, modify, suspend, or dissolve standing committees, special committees, advisory committees, task forces, or working groups by majority vote at any duly noticed public meeting. Any two (2)

Councilors, the Mayor, or the Village Administrator may request consideration of the creation of a committee and placement of such item on a future agenda. The request shall be placed on the next available agenda that complies with statutory notice requirements and shall not be unreasonably denied.

- B. Committees shall serve in an advisory capacity to the Governing Body and shall have no independent authority to enact ordinances, adopt resolutions, expend public funds, direct Village employees, bind the Village contractually, or otherwise take official action unless expressly authorized by ordinance or resolution.
- C. The Governing Body may establish standing committees as needed, including but not limited to:
 - 1. Finance and Budget Committee
 - 2. Ordinance and Policy Review Committee
 - 3. Public Safety Committee
 - 4. Public Works and Infrastructure Committee
 - 5. Parks and Recreation Committee
 - 6. Water and Wastewater Utility Committee
 - 7. Personnel and Compensation Committee
 - 8. Economic Development Committee
 - 9. Capital Improvement Projects Committee
 - 10. Ethics, Transparency and Government Affairs Committee
- D. Committee membership shall be established by majority vote of the Governing Body. Membership may include Councilors, the Mayor, Village residents, subject matter experts, or other persons deemed qualified by the Governing Body.
- E. Committee members and committee chairpersons shall be appointed by majority vote of the Governing Body unless otherwise provided by ordinance or resolution.
- F. Committees shall report their findings, recommendations, and activities to the Governing Body at regular public meetings. Committee meetings shall comply with the New Mexico Open Meetings Act whenever applicable.
- G. The Village Administrator or designee may provide administrative support to committees as directed by the Governing Body and subject to available resources.
- H. Sunset of Special Committees - Any committee established for a specific project, investigation, study, or purpose shall automatically dissolve upon completion of its assigned task unless extended by majority vote of the Governing Body.

1.6 Adopted Rules

- A. Any matter not covered by these rules shall be governed by decision of the Mayor, applying Robert's Rules of Order (current edition).
- B. Rules of Procedure may be adopted, amended, or repealed only by a majority vote of the Governing Body at a duly noticed public meeting. The mayor may propose changes, but no change shall take effect without approval of the Governing Body. All adopted rules must comply with the New Mexico Open Meetings Act. These

rules or any part thereof may be amended, repealed, or altered, by a majority vote of the Governing Body, with notice of proposed changes provided at least one regular meeting in advance.

- C. A violation of these Rules of Procedure shall not automatically invalidate an action of the Governing Body; however, any action taken in violation of the New Mexico Open Meetings Act or applicable state law may be invalidated as provided by law. These Rules shall not be interpreted to excuse or permit noncompliance with state statute or the Open Meetings Act.

1.7 Public Access, Live Streaming and Transparency

- A. To promote transparency, accountability, and meaningful public access to the operations of the Governing Body, all regular, special, and emergency meetings of the Governing Body shall be live streamed using available audio and video technology.
- B. Meetings shall be streamed in real time through a publicly accessible platform and, when feasible, recorded and archived for later public viewing on the Village's official website or other designated public platform.
- C. Live streaming, recording, and supplemental agenda posting are standard administrative practices intended to enhance public access and shall not be subject to discretionary approval.
- D. The temporary failure of technology or the inadvertent failure to post an agenda on social media shall not invalidate a meeting or any action taken, provided all requirements of the Open Meetings Act have been satisfied.

Article II Procedures

2.1 Preparation and Distribution of Agendas

- A. The Village Clerk/Administrator, under the direction of the mayor, shall prepare the draft agenda for each meeting of the Governing Body. Items may be placed on the agenda by the Mayor, any Councilor, the Village Clerk, or any Department Head by submitting a written request to the Village Clerk. Items for future agendas may also be requested during the "Other Business" portion of any public meeting. Any Councilor, the Mayor, or staff may state an item they wish to have included on a future agenda, and the Clerk shall place such requested items on the next available agenda that meets statutory notice requirements. No request made in writing or during announcements and future agenda items shall be unreasonably denied.
- B. All material to be presented to the Governing Body shall be submitted to the Village Clerk not less than 96 hours before an agenda is due to be posted.
- C. The draft agenda shall be finalized and published consistent with the Open Meetings Act.

1. The Village Clerk shall ensure that scheduled public meetings and hearings have been duly advertised.
2. The agenda, along with introductions and related materials, shall be available to each member of the Governing Body and on the Village website at least 48 hours prior to any meeting.
3. Agendas will be posted following the guidelines set forth in Article 1.1 B of these Rules of Procedure.

2.2 Minutes

- A. Minutes shall be kept for every meeting of the Governing Body in compliance with the New Mexico Open Meetings Act. The minutes shall reflect a true and accurate record of the meeting and shall include, at a minimum: the date, time, and place of the meeting; the names of members of the Governing Body in attendance and those absent; a summary of the discussion on all matters proposed, discussed, or decided; and a record of all votes taken.
- B. The minutes shall include the names of individuals who speak during the Public Comment portion of the meeting if they choose to provide their name for the record. If a speaker requests that their comments be entered as a matter of record, the minutes shall include both the speaker's name and a brief summary of the comments they provided.
- C. The Clerk shall maintain all approved minutes as permanent public records of the Village. All minutes are open to public inspection. Draft minutes shall be prepared within 10 working days after the meeting, NMSA 1978 10-15-1 (G), and will be posted on the website, attached to the approving agenda. Once approved, minutes will be posted on the official website under the Governing Body Meeting Minutes tab.
- D. Any Councilor may request correction of minutes during consideration of the approval of minutes.

2.3 Order of Business

- A. The order of business of the Governing Body shall be conducted in the following order, consistent with Ordinance No. 2.2.2(C) to the extent that there are items relevant to each section for that meeting:
 1. Call to order/Pledge of Allegiance
 2. Roll call of Governing Body
 3. Approval of Agenda
 4. Approval of Minutes
 5. Public comment
 6. Presentations or reports by Visitors, Staff, or Committees
 7. Confirmation of new appointments
 8. Department reports
 9. Councilors' report
 10. Old Business
 11. New Business

12. Announcements and future meeting and agenda items
 13. Adjournment
- B. The mayor or any councilor after a motion duly made, may, during a meeting, rearrange items on the agenda to conduct business before the Governing Body more efficiently or to accommodate persons required for one or more particular items.
- C. The order of business for special and emergency meetings shall follow the same format as for a regular meeting but will include only those items of business necessary to conduct the meeting.

2.4 Public Comment Procedures

- A. The purpose of public comment is to allow residents and interested persons an opportunity to address the Governing Body on matters within the jurisdiction of the Village.
- B. Time Limits
1. Speakers shall be limited to three (3) minutes.
 2. Additional time may be granted by the Mayor or upon a majority vote of the Governing Body.
 3. The Governing Body may, by majority vote, adjust individual or overall public comment time limits to accommodate a large number of speakers or to ensure the orderly conduct of business.
 4. Speakers must limit comments to matters within the Village's jurisdiction.
- C. Groups with similar comments are encouraged to designate a spokesperson to address the Governing Body.
- D. In accordance with the Open Meetings Act, the Governing Body cannot take action on any item raised during public comment unless it is on the posted agenda, or a future agenda item is scheduled pursuant to law.

2.5 Ordinances and Resolutions

- A. An ordinance ranks highest in authority of all actions of the Governing Body. If duly enacted, an ordinance has the force of law within the municipality and may be enforced in municipal court
1. When possible, ordinances shall be adopted in accordance with Section 2-2-3 of the Village Code and shall be provided to the Governing Body at least seventy-two (72) hours prior to the meeting at which they are considered.
 2. Ordinances may be amended at first or second reading; however, any substantive amendment shall require postponement of final action to a subsequent meeting.
 3. Substantive amendments offered at any stage shall automatically postpone final action to a subsequent meeting.
- B. A resolution is an official action of the Governing Body that states policy,

provides direction, or expresses the position or intent of the Village.

1. Governing Body action shall be taken by resolution when required by law or when a formal expression of policy or direction is desired.
 2. Resolutions shall be adopted in accordance with Section 2-2-3 of the Village Code and shall be provided to the Governing Body at least forty eight (48) hours prior to the meeting at which they are considered.
 3. Resolutions may be amended; however, any substantive amendment shall require postponement of final action to a subsequent meeting.
 4. Substantive amendments offered to resolutions shall require the resolution to be postponed to a subsequent meeting.
- C. Once introduced, an ordinance or resolution is in the possession of the Governing Body and may be withdrawn only upon a motion and majority vote of the Governing Body.
- D. Substitutes for Ordinances and Resolutions
1. A councilor may recommend that that clauses in any ordinance or resolution be changed and that new matter be substituted, so long as the new matter is relevant to the title and subject of the original measure. The introduction of substitute ordinances or resolutions shall follow section 1.4.A.2.

2.6 Approvals

- A. Approvals are the class of action in which the Governing Body shall make the final determination upon the recommendation of the Mayor or Village Administrator. Those items requiring approval by the Governing Body shall include, but are not limited to, the following:
1. Mayor's appointments to Planning and Zoning Committee and the Library Board (but not Special Committees in accordance with Section 2-2-6 (B) of the Village Code.)
- B. Appointments to Boards and Committees
1. "Appointments to the Planning and Zoning Commission, Library Board, and similar advisory bodies shall be made by the Governing Body. Either the Mayor or any Council member may nominate a candidate for these positions. All nominations shall be considered and confirmed by the majority vote of the Council. No appointment to these positions shall be valid unless confirmed by a majority vote of the Council."

2.7 Motions

- A. Presentation of Motions
1. Main Motion: a main motion presents an ordinance, resolution, or other proposition for passage, adoption, approval, or rejection. The question is usually stated in the positive form i.e., "to pass," "to adopt", "to approve", "to confirm", etc. To make a proper motion, a Councilor must obtain the floor by stating "Madame/Mister Chair [or Mayor], I move that ..." and then state the motion.

2. A main motion must be seconded before debate can take place (a "second" does not constitute agreement to the motion, and only opens discussion), and only one main motion may be on the floor at a time. A Councilor may give brief explanatory comments prior to stating the motion but must refrain from debate until the motion has been seconded. In the absence of a second, the motion fails. Main motions are debatable, amendable, and can be reconsidered after adoption. The mayor shall call twice for a second before determining a motion fails for lack of a second.
3. Motions become the official recorded statement of an action taken by the Governing Body. A motion should therefore be worded in a concise, unambiguous, and complete form appropriate to such a purpose.
4. A motion should not be offered if its only effect is to propose that the body refrain from doing something since the same result can be accomplished by no motion at all.

B. Withdrawal and modification of motions.

1. Until a motion is seconded and stated, the mover may withdraw or modify the motion without consent. When a motion is seconded and stated, it is in the possession of the Governing Body and can, therefore, be withdrawn or modified only by consent of the body.

2.8 Postponement of Action

- A. Postponement (to a definite time): the motion to postpone defers action on a pending question to some definite day or future meeting. When a question has been postponed to a certain time, it becomes an order of the day for that time. When the time to which a question has been postponed arrives and the question is taken up, it can be postponed again if the additional delay will not interfere with the proper handling of the postponed question. The motion to postpone is debatable, amendable, and may be reconsidered.
- B. To Table (postpone temporarily): any measure before the Governing Body may be tabled temporarily to be heard later at the same meeting. Items must be removed from the table and acted upon prior to the adjournment. The motion to table is not debatable, not amendable, and cannot be reconsidered.
- C. To Remove from the Table (resume consideration): the purpose is to bring before the Governing Body for action a question that has previously been laid on the table. The motion to remove from the table is not debatable, not amendable, and cannot be reconsidered.
- D. Reconsideration of Action:
 1. The purpose is to permit the Governing Body to reconsider a vote on previous action. The reconsideration of a negative vote on final action is as proper as reconsideration of a favorable vote.
 2. The motion to reconsider may be made at the same meeting or a subsequent meeting. However, certain rules apply as appropriate under the circumstances.
 3. The motion must be made by a member who voted on the prevailing side.
 4. The motion to reconsider is inappropriate after the action taken has gone into

- effect or after it is too late, for any reason, to reverse the action taken.
5. The determination of reconsideration is dependent on the passage or failure of the motion for reconsideration.
 6. Should the motion for reconsideration pass, the item is immediately before the Governing Body to be acted upon or scheduled for hearing at a subsequent meeting.
 7. Should the motion for reconsideration fail the item remains as adopted.
 8. Either the motion to reconsider or the notice of intent to reconsider must be made not later than the next regular meeting. A member of the Governing Body may indicate notice of intent to propose reconsideration either orally or in writing to the Village Clerk.
- E. The effect of making the motion to reconsider, or of giving notice of the motion, is to suspend all action on the subject of the motion until the reconsideration is acted upon.
- F. Reconsideration at a subsequent meeting
1. When notice is required for a question, the Governing Body shall comply with all rules requiring public notice.
 2. If reconsideration will be taken up at a subsequent meeting, notice of intent will be placed on the agenda. The determination of reconsideration is dependent on the passage or failure of the motion for reconsideration.
- G. Debate on the motion to reconsider will be limited to the merits of the reconsideration and not the merits of the question to be reconsidered.
- H. The passage of the motion to reconsider requires a majority vote, even if the measure to be reconsidered requires a two-thirds vote.

2.9 Amendments

- A. Every amendment proposed must be relevant to the subject of the proposition.
- B. A proposed amendment takes precedence over the original motion out of which it arises and must be voted upon before the original motion.
- C. After an amendment is adopted, the question as amended must be put to a vote.
- D. Rejection of an amendment leaves the pending question worded as it was before the amendment was offered.
- E. Form of amendments:
1. Amendments should be offered in a concise, unambiguous, and complete form of a motion.
 2. In form, amendments may be divided into the following types:
 - a. To add (that is to place at the end)
 - b. To insert
 - c. To strike out
 - d. To strike out and insert
- F. Decision on amendments

1. An amendment, once adopted, may not thereafter at the same meeting be changed or modified, except upon reconsideration of the vote by which it was adopted.
2. When a proposed amendment has been defeated, the same amendment may not be proposed again without first reconsidering the vote by which the amendment lost.

G. The Governing Body may require amendments to be submitted in writing.

H. **Withdrawing Amendments and Accepting Modification**

1. Amendments may be withdrawn before being seconded and stated by the Mayor. After it is seconded and stated, it is in the possession of the Governing Body and may be withdrawn only with the consent of the Governing Body.
2. A member may modify an amendment before it is seconded and stated by the Mayor. After it is seconded and stated, it is in the possession of the Governing Body and can be modified only with the consent of the Governing Body. The Mayor may put the question of modification without waiting for a motion, if there is no objection.

ARTICLE III

RULES OF ORDER

3.1 Rules of Debate

Debate is the essential feature of a legislative body. It is the means by which the opinions of members are exchanged, questions deliberated, and conclusions reached on the business before the body.

- A. To permit debate:
 - 1. There must be a debatable question before the body, and one member must have been recognized as entitled to speak.
 - 2. All debate must be addressed to the Mayor, and not to the members.
 - 3. Debate must be confined to the question before the body.
- B. Call the Question (Previous Question): Debate may be closed immediately by calling the question. The motion for the call for the question may motivate unanimous consent to end debate. Before such a motion has been seconded, the chair may ask if there is any objection to closing debate. If there is no objection, the Mayor shall immediately call the question. If any Councilor objects, the Mayor shall ask if there is a second to the motion. If there is a second to the call, he must immediately take a vote on whether to order the call for the question. The call for the question requires a majority vote before the vote on the question to which it is applied. The call for the question is neither amendable nor debatable and cannot be reconsidered.

3.2 Rules of Voting

- A. Each Councilor in attendance must vote for or against all measures before the Governing Body, unless there is a conflict of interest, for which abstention is recognized. Such conflict-of-interest disclosure shall be recorded in the minutes.
- B. A member shall not explain his vote during voting, which would be the same as debate at such a time.
- A. Except for procedural matters, voting shall be by roll call and each Councilor's vote shall be recorded in the minutes. Roll call votes shall be at random, but a failure to call for votes at random shall not affect the validity of any vote. Actions declared as procedural by the Mayor may be decided by a voice vote.
- C. No member of the Governing Body shall participate in the discussion, debate, deliberation, or vote, or otherwise take part in the decision-making process on any agenda item before the Governing Body in which the member has a conflict of interest. Further, to avoid the appearance of impropriety, any member determined either self-identified, or called for by any member of the governing body as having a possible conflict of interest on any agenda item before the Governing Body shall leave the meeting room, prior to any debate on the agenda item to be discussed.
- D. The Mayor shall vote only in case of a tie vote among the Councilors present.

3.3 Decorum

- A. The Mayor shall preserve the order and decorum, decide all questions of order, and conduct the proceedings of the meeting in accordance with these procedures. Any questions on the matter of order and decorum shall be resolved by referring to the current edition of Roberts Rules of Order.
- B. Members must address all remarks through the Mayor.
- C. Members of the Governing Body shall confine their remarks to the question under discussion or debate, avoiding personal references or attacks on fellow members, staff members, or members of the public. No member of the Governing Body shall engage in private discourse or commit any other act tending to distract the attention of the Governing Body from the business before it.
- D. Point of Order may be raised by any councilor to address an alleged violation of these Rules of Procedure occurring during the current proceedings of the Governing Body. The presiding officer shall rule on the Point of Order immediately.
 - 1. A Point of Order is not a motion, does not require a second, is not debatable, is not amendable, and is not subject to reconsideration. The presiding officer is not required to rule on procedural issues that are not presently before the Governing Body or that do not arise from the matter currently under consideration.
 - 2. Any ruling of the presiding officer on a Point of Order may be appealed to the Governing Body, and such appeal shall be decided by a majority vote of the Council
- E. Question of Privilege. Questions of privilege do not relate to pending business but have to do with special matters of immediate and overriding importance which, without debate, should be allowed to interrupt the consideration of anything else. The Mayor makes a ruling by a majority vote of the Governing Body as to whether it is admitted as a question of privilege and whether it requires consideration before the pending business is resumed.
- F. Members of the public who wish to address the council shall sign in on the sheet posted by the front door of the Council Chambers before the meeting begins.
- G. While the Governing Body is in session, no person, either of the public attending the meeting nor members of the Governing Body, shall act in a disorderly manner while speaking during a meeting. People shall also refrain from making any personal, impertinent, or slanderous remarks during a meeting. The Mayor may bar anyone acting improperly from continuing to address the Governing Body by majority vote.
- H. The Chief of Police or such police officer as is designated the chief's alternate shall be the sergeant-at-arms of the Governing Body and shall carry out all orders of the Mayor for the purpose of maintaining the order and decorum of the session. Upon order of the Mayor, or the Governing Body, it shall be the duty of the sergeant-at-arms to place any person who violates these provisions under arrest and cause such person to be prosecuted upon the complaint of the Mayor.

- I. The Fire Marshal, Fire Chief, or their designee, shall enforce the room capacity, and ingress and egress of the room where the Governing Body meeting is occurring.

3.4 Public Comment

- A. Speakers during Public Comment shall be allotted three (3) minutes.
- B. The Governing Body may extend a speaker's time by majority vote.
- C. Comments must address the Governing Body as a whole, not individual members or staff.
- D. Public commenters shall refrain from personal attacks, slanderous remarks, or disruptive behavior. The speaker may be given a warning about disruptive behavior by any member of the Governing Body.
- E. After a second warning, the Mayor may rule a speaker out of order and may terminate the speaker's remaining time with a majority vote of the Governing Body.
- F. Public comments shall not include discussion of pending personnel matters or quasi-judicial matters.

3.5 Appeal Hearing Procedures

- A. All appeals brought to the Governing Body following guidelines set forth in Village Ordinances shall be conducted in accordance with Village Ordinance and the rules of this section. To the extent there is conflict between these rules and Village Ordinance, Village Ordinance shall control.
- B. Reasonable efforts shall be made to give notice of public hearings to all interested people. Notice of public hearings shall state the subject, the time and place of the public hearing, the manner in which interested people may express their views, and where interested people may obtain copies of the material that is the subject of the hearing. Notices of hearing shall be posted following section
 1. Certified letters will be sent to parties affected if such notice was required at the hearing in which the matter being appealed was originally heard.
- C. At the beginning of the appeal hearing, the Mayor shall identify the parties to the public hearing. Parties are those people who have an immediate, pecuniary, or direct interest that will be substantially and specifically affected by the proceeding. The Mayor shall also identify witnesses sponsored by such parties, any person who made comment or testified below in the matter that is being appealed and wishing to give testimony or address the Governing Body must register with the Village Clerk, giving their name and address, and whether they wish to speak as a proponent, opponent, or otherwise.
- D. Any person offering testimony in the proceeding will be sworn by the Village Clerk and will be subject to cross-examination by the parties and the Governing Body. Objections to the proffered testimony of any person must be made at the time the testimony is offered.

- E. Any person offering testimony in the proceeding will be sworn by the Village Clerk and will be subject to cross-examination by the parties and the Governing Body. Objections to the proffered testimony of any person must be made at the time the testimony is offered. If the Governing Body allows new testimony on an appeal, an interested person does not have to have appeared before the subordinate official or body from which the appeal is taken (e.g., before the Planning and Zoning Board in a land use proceeding).
- F. The Mayor may change the order of speakers so that testimony is heard in the most logical groupings, e.g., proponents, opponents, adjacent owners, vested interested, etc.
- G. The Mayor will introduce the item, open the public hearing, and call upon the staff to submit its report into evidence and request the proponent ("appellant") to describe the matter under consideration.
- H. All written material must be marked as exhibits, submitted to the Clerk, and placed into evidence as part of the administrative record. Cross examination by a party of a witness or interested person expressing their views, although expressly permitted.
- I. The Mayor shall establish reasonable speaker time limits and otherwise control presentations to avoid repetition or the introduction of irrelevant matters.
- J. After the proponents and opponents have had an opportunity to be heard, the Mayor will call for rebuttal. A proponent or opponent speaking in rebuttal shall not introduce new materials.
- K. After the Governing Body has heard all the evidence, the Mayor closes the public hearing. Nothing further shall be admitted into the record. The Governing Body may discuss and debate ("deliberate") the evidence presented. Deliberation may be conducted in either an open or closed session of the Governing Body, depending upon subject, client attorney privilege, and other factors. After concluding its deliberations, a motion concerning the subject of the appeal is in order. Following the motion and its second, additional discussion may occur among the body. The purpose of this discussion is to formulate the agreed upon relief and the factual and legal basis for such relief.
- L. The Governing Body shall direct their attorney to promptly prepare a written decision that includes an order granting or denying relief and a statement of the factual and legal basis for the order; shall file the order with the Village Clerk, and shall serve a copy of the written decision and the requirements for filing an appeal to all persons who appeared as parties in the proceeding and every person who has filed a written request for notice of the final decision in that particular proceeding.

Agenda Item Request Form

Council members who would like to have an item of business addressed at a council meeting may submit this form either in person or by email to the Village Clerk. This form must be submitted to the clerk no later than one week prior to the date of the meeting on which the item is requested to appear. If the item cannot be placed on the requested meeting agenda, the councilor will receive an email from the clerk with a brief explanation of why the item will not be on the agenda for that date, and will give a meeting date for the item to appear on the agenda. Questions can be directed to the Clerk/Admin either by email at clerkadmin@bosquefannsmn.gov, or by phone at 505-869-2358.

Councilor Name: _____

Name of agenda topic: _____

This topic will be in the form of a (please choose one):

Resolution ____ Ordinance: ____ Discussion only: ____

Update from staff: ____ Action item: ____

Meeting date being requested: _____

Short description of topic: _____

Signature: _____ Date: _____

CLERK'S OFFICE USE ONLY

Date request received: _____ Received by: _____

Request approved: _____ Request denied: _____

Reason for denial: _____

Meeting date for requested item: _____ Notes: _____

SAMPLE RESOLUTION

RESOLUTION NO.

A RESOLUTION DECLARING APRIL 1ST TO BE JUAN CALABERA DAY.

WHEREAS, on April 1, 1878, Juan Calabera and his family settled in a homestead in Bosque Farms; and

WHEREAS, the area surrounding the Juan Calabera homestead was gradually populated by additional settlers; and

WHEREAS, this settlement later became the Village of Bosque Farms.

NOW, THEREFORE, BE IT RESOLVED by the governing body of the Village of Bosque Farms that henceforth April 1st shall be known and celebrated in the Village of Bosque Farms as Juan Calabera day; and

BE IT FURTHER RESOLVED, that a copy of this resolution be presented to the surviving descendants of Juan Calabera, and that a copy be prominently displayed in the lobby of the Village Hall.

ADOPTED AND APPROVED THIS ____ DAY OF ____, 20__.

Mayor

(SEAL)

ATTEST:

Municipal Clerk

SAMPLE ORDINANCE

ORDINANCE NO.

AN ORDINANCE PERTAINING TO SIGNS: ESTABLISHING CERTAIN SIZE AND LOCATION REQUIREMENTS; PROVIDING A PENALTY; REPEALING CERTAIN PRIOR ORDINANCES.

BE IT ENACTED BY THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS:

Section 1.

Section 2.

Section 3.

Section 4.

SHORT TITLE.--This Ordinance may be cited as the "Sign Ordinance of the Village of BOSQUE FARMS".

PURPOSES.--The purpose of the Sign Ordinance of the Village of BOSQUE FARMS is to promote the safety, comfort and well-being of street users; to reduce distractions and obstructions from signs; to preserve and enhance the natural scenic beauty and other aesthetic features of the streets; and to generally create and foster a more stable and attractive roadside environment.

DEFINITIONS.--As used in the Sign Ordinance of the Village of BOSQUE FARMS:

GENERAL RESTRICTIONS.—

Section 5. **STANDARDS.--**

Section 6. **PENALTY.--**Any person violating any provision of the Sign Ordinance of the Village of BOSQUE FARMS shall be fined not more than one hundred dollars (\$100). Each day that a violation is permitted to exist after notification constitutes a separate offense.

Section 7. **SAYING CLAUSE.--**The Sign Ordinance of the Village of BOSQUE FARMS does not apply to any sign lawfully in existence at the time of its adoption, and the use of any such sign may continue. Normal maintenance and repairs are permitted, but the sign shall not be altered, enlarged or rebuilt except in conformance with the Sign Ordinance of the Village of BOSQUE FARMS.

Section 8. **REPEAL.--**Ordinance No. 101 of the Village of BOSQUE FARMS, enacted February 2, 1957, is hereby repealed.

Section 9. SEVERABILITY.--If any part or application of the Sign Ordinance of the Village of *BOSQUE FARMS* is held invalid by a court of competent jurisdiction, the remainder, or its application to other situations or persons, shall not be affected.

Section 10. EFFECTIVE DATE.--The Sign Ordinance of the Village of BOSQUE FARMS shall become effective five days after publication as provided by law.

PASSED, APPROVED AND ADOPTED this _th day of _____, 20 _.

Approved:

Mayor

(SEAL)

ATTEST:

Municipal Clerk

Memo

To: Village of Bosque Farms
From: Stelzner, Winter, Warburton, Flores & Dawes, P.A.
Date: January 28, 2026
Re: Legal Opinion Requested by Pro Tem DeSmet

FACTS:

The Mayor, Village Clerk and one member of the governing body met with State of New Mexico Department of Transportation (NMDOT) officials, including a NMDOT contractor regarding lighting and outages on Hwy. 47. Upon information and belief, no current or "proposed" vendors to the Village were present. NMDOT grant monies were also discussed. The meeting was held outside of Village Hall, in a public place.

Pro Tem DeSmet asked, and we respond as follows:

- 1. Is it "customary, advisable, or legally appropriate for the Mayor, a single Councilor, and the Village Clerk to attend meetings with a vendor or contractor to discuss a proposed Village contract outside of a duly noticed public meeting of the governing body."**

Answer: In accordance with § 3-11-4 the mayor is the chief executive officer. The Mayor is responsible for causing "the ordinances and regulations of the municipality to be obeyed" [§3-11-4A, NMSA 1978]. This includes all personnel ordinances and regulations. Thus, as CEO, the Mayor is authorized by law to meet with contracted vendors. There is no prohibition against any member of the Village staff attending any such meeting. There is no prohibition against another single elected official also attending such meeting – so long as there is no quorum. (But see response to No. 4 below.) And, as CEO, the Mayor, along with the CPO and/or administrator, is also the most likely point of contact for any proposed and/or current vendor – especially proposed vendors that might be selected under the small purchases or sole source provisions of the State Procurement Code. "The state purchasing

agent or a central purchasing office shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the state agency or a local public body.” NMSA Section 13-1-126(C).

2. Whether Pro Tem should have attended rather than another councilor.

Answer: The pro tem only acts in the absence of the Mayor. "3-12-3. GOVERNING BODY--POWERS AND DUTIES.-- A. The governing body of a municipality having a mayor-council form of government shall: (1) elect one of its members to act as mayor pro tem in the absence of the mayor;”“Absent” means not present in a place, at an occasion, or as part of something. For example and to be most clear, absent would not include the mayor attending a doctor’s appoint during a regular work day or going to lunch.

Section 3-11-3 C. provides that “A member of a governing body presiding as the mayor pro tem shall retain the ability to vote as a member of the governing body but shall not vote as a mayor in the event of a tie vote as provided pursuant to Subsection B of this section.”

In some cases, the pro tem may never have occasion to step in as chair. But, in other cases, where the mayor may be on vacation, on travel, or ill, the pro tem may act as chair until the mayor returns or – in the case of death or disability - a successor is appointed. I would expect the Mayor to let the governing body and/or pro tem know in advance if they are unable to attend a meeting.

3. Whether meetings of this nature are permissible solely for information-gathering purposes, and what specific limitations apply.

Answer: See answer above. However, I cannot recommend the Mayor, any member of the governing body or staff meet with proposed vendors prior to the issuance of an RFP for the purpose of discussing the RFP. If a contractor assisted in developing the solicitation or specifications for a specific project – that contractor may be restricted from bidding on that project to ensure impartiality. However, nothing precludes an elected official from informing a potential vendor that a procurement may be posted by the Village.

4. Whether such meetings present risk under the New Mexico Open Meetings Act, including but not limited to concerns related to serial communications, pre-decision-making, or circumvention of public deliberation.

Answer: So long as there is no quorum, there is no OMA violation. If the matter discussed had truly been with a vendor and not NMDOT, the potential that the councilor would have

to recuse could exist – if the contractor’s contract were to come before the Council and if there were truly a conflict of interest or appearance of a conflict as defined by the Governmental Conduct Act.

- 5. Whether best practices or legal guidance recommend that contract discussions be conducted in a public meeting, properly noticed work session, or exclusively through staff prior to council consideration;**

Answer: The Mayor is the CEO, and, again, the most likely point of contact – along with the CPO - with vendors. Contract negotiations generally don’t take place in an open meeting. In fact, the OMA specifically exempts the negotiation of the following in a public meeting: issuance, suspension, renewal or revocation of a license, collective bargaining strategy, discussion regarding the purchase of real property and water rights (See NMSA 10-15-1 (H)), and importantly:

.. a decision concerning purchases in an amount exceeding two thousand five hundred dollars (\$2,500) that can be made only from one source and the contents of competitive sealed proposals solicited pursuant to the Procurement Code ... during the contract negotiation process. NMSA 10-15-1(H)(6).

Of course, the actual approval of purchase of the item or final action regarding the selection of a contractor shall be made in an open meeting. NMSA 10-15-1(H)(6).

- 6. Whether the selective inclusion of certain councilors, while excluding the remainder of the governing body, creates legal, procedural, or transparency concerns even in the absence of a quorum.**

Answer: See response above.

- 7. You have also asked for records of the NMDOT meeting, you can certainly request and should be allowed to see such records.**
- 8. Whether a statement that “get the ball rolling” could bind the Village.**

Answer: No such statement can bind the Village. NMSA Section 37-1-23 grants immunity to governmental entities, excepting actions based on a valid written contract.

**VILLAGE OF BOSQUE FARMS, NEW MEXICO
RESOLUTION # 847-15**

**A RESOLUTION ADOPTING A SCHEDULE OF ADMINISTRATIVE FEES FOR THE
COMPREHENSIVE ZONING ORDINANCE 10-1**

WHEREAS, the Governing Body of the Village of Bosque Farms of the State of New Mexico has adopted a Comprehensive Zoning Ordinance; and

WHEREAS, the ordinance allows the Village of Bosque Farms to assess administrative fees; and.

WHEREAS, the Village of Bosque Farms is required to have a schedule setting the fees associated with the administrative fees designated in the Comprehensive Zoning Ordinance.

NOW THEREFORE, BE IT RESOLVED by the Village of Bosque Farms that the attached **Schedule of Fees** be adopted by this resolution

PASSED, APPROVED AND ADOPTED THIS 15TH DAY OF OCTOBER 2015.

VILLAGE OF BOSQUE FARMS


Robert G. Knowlton, Mayor

(SEAL)

ATTEST:

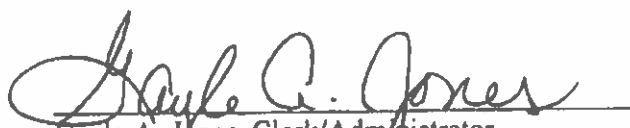

Gayle A. Jones, Clerk/Administrator

EXHIBIT A

SCHEDULE OF ADMINISTRATIVE FEES

The following fee schedule shall apply to the corresponding sections set forth in the Comprehensive Zoning Ordinance 10-1:

1. Amendment (Special Use Zone):	\$300.00
2. Amendment (Text change):	\$300.00
3. Amendment (Zone boundary change):	\$300.00
4. Appeal:	75% of Original application fee
5. Conditional Use Permit (Commercial):	\$150.00
6. Conditional Use Permit (Home Occupation)	\$50.00
7. Development / Flood Hazard Prevention Review:	\$35.00
8. Sign Permit:	\$25.00 + \$1.00 per square foot per sign
9. Street Banner Signs:	\$500.00
10. Mobile Home Permit Fee (Includes Development / Flood Hazard Prevention Development Review)	\$75.00
11. Variance	\$100.00

Melissa George

From: Robert Pierson
Sent: Wednesday, July 15, 2026 9:59 AM
To: Melissa George
Subject: FW: Ordinance Changes

From: Robert Pierson
Sent: Wednesday, June 24, 2026 3:12 PM
To: 'Nann Winter' <NWinter@stelznerlaw.com>
Cc: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Chris Gillespie <mayor@bosquefarmsnm.gov>
Subject: RE: Ordinance Changes

So we had approximately 44 permits requested last year, permits would have to be raised \$182 per permit up from \$35 per permit to \$217 per permit most for sheds and wall/fence permits with only a handful being new homes or additions. (this is a zoning review only, flood plain approval is done by Valencia County and building permits should have always been issued by NMCID and continue to be issued by NMCID.

The Village had one subdivision request last year for 1 lot into 2 lots. To meet the \$120,000 we could do \$60,000 application fee and \$30,000 per lot. But we have one subdivision request in process but they have already paid their fees.

A possible better solution would be

Possible fee increases

\$8,000 to basic fees

Current	average permits	
\$35	44	\$1,540
Proposed		\$1,260
\$70	40	\$2,800

Business Registration

Current

Fee	Current number of registrations	
\$35	445	\$15,575
Proposed	Expected registrations	\$14,525
\$70	430	\$30,100

Net Revenue Increase \$15,785

128000 requested increase

\$112,215 balance increase

\$56,107.50

subdivision

current application fee

Major +	per lot
\$100	\$80

Minor +	per lot
\$0	\$80
New	
Major +	per lot
\$56,107	\$28,053.25
Minor +	Per lot
\$56,107	\$28,053.25

Robert

From: Nann Winter <NWinter@stelznerlaw.com>
Sent: Wednesday, June 24, 2026 11:51 AM
To: Robert Pierson <rpierson@bosquefarmsnm.gov>
Cc: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Chris Gillespie <mayor@bosquefarmsnm.gov>
Subject: FW: Ordinance Changes

Robert:

Not sure if Clerk Erica passed this along. At the last meeting of the governing body, they requested that you propose new zoning fees and new subdivision fees. The current authority for both is attached.

Council directed the administration to raise these to fees to collect (1) \$8,000 annually for zoning fees and (2) \$120,000 annually for Section 10-2-23 subdivision fees. I realize that this may result in some massive fee increases, however, that was the direction of the governing body.

I suspect clerk Martinez will need this next week.

Nann Winter
Stelzner, Winter, Warburton, Flores & Dawes, P.A.
1401 Central Ave., NW, Suite A
Albuquerque, New Mexico 87104
Phone: (505) 938-7770
Fax: (505) 938-7781
Email: nwinter@stelznerlaw.com

Mailing Address:
Post Office Box 528
Albuquerque, New Mexico 87103

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From: Nann Winter
Sent: Tuesday, June 9, 2026 7:26 AM
To: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Robert Pierson <rpierson@bosquefarmsnm.gov>

Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>

Subject: FW: Ordinance Changes

Erica, per your email below and council direction at the budget hearing, you will need agenda items as follows:

1. 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)

Attach Resolution 847-15.

2. 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)

See attachment.

3. 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 month to \$100.00 per month)

See attachment.

Nann Winter

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From: Robert Pierson <рпиerson@bosquefarmsnm.gov>

Sent: Monday, June 8, 2026 2:54 PM

To: Nann Winter <NWinter@stelznerlaw.com>; Erica Martinez <clerkadmin@bosquefarmsnm.gov>

Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>

Subject: RE: Ordinance Changes

Big thanks to Julie for helping me find this.

Robert

From: Nann Winter <NWinter@stelznerlaw.com>
Sent: Monday, June 8, 2026 11:07 AM
To: Robert Pierson <rpierson@bosquefarmsnm.gov>; Erica Martinez <clerkadmin@bosquefarmsnm.gov>
Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>
Subject: RE: Ordinance Changes

Do you mind sending that to me and Clerk – we need to put that on an agenda

Nann Winter
Stelzner, Winter, Warburton, Flores & Dawes, P.A.
1401 Central Ave., NW, Suite A
Albuquerque, New Mexico 87104
Phone: (505) 938-7770
Fax: (505) 938-7781
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From: Robert Pierson <rpierson@bosquefarmsnm.gov>
Sent: Monday, June 8, 2026 10:48 AM
To: Nann Winter <NWinter@stelznerlaw.com>; Erica Martinez <clerkadmin@bosquefarmsnm.gov>
Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>
Subject: RE: Ordinance Changes

No Julie was able to find a fee schedule that was adopted but it needs updating.
Robert

From: Nann Winter <NWinter@stelznerlaw.com>
Sent: Monday, June 8, 2026 10:20 AM
To: Robert Pierson <rpierson@bosquefarmsnm.gov>; Erica Martinez <clerkadmin@bosquefarmsnm.gov>
Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>
Subject: RE: Ordinance Changes

Thanks Robert. Do you have the resolution of fees for zoning matters?

Nann Winter
Stelzner, Winter, Warburton, Flores & Dawes, P.A.
1401 Central Ave., NW, Suite A
Albuquerque, New Mexico 87104
Phone: (505) 938-7770
Fax: (505) 938-7781
Email: nwinter@stelznerlaw.com

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Post Office Box 528
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From: Robert Pierson <rpierson@bosquefarmsnm.gov>
Sent: Monday, June 8, 2026 9:57 AM
To: Nann Winter <NWinter@stelznerlaw.com>; Erica Martinez <clerkadmin@bosquefarmsnm.gov>
Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>
Subject: RE: Ordinance Changes

Good morning,

1. We do not have nor can we afford a building official, so we cannot charge for a building permit, we do a zoning review here and it is sent to the State of New Mexico for Permitting. Charging a zoning review fee of \$2,000 for a permit would add 20% or more to a permit for shed. My understanding is that the State charges between \$500 to \$3000 for residential permits. My concern is that this could be viewed as a takings
2. A fee of \$350 plus \$80 per lot would be consistent with Bernalillo County but less than Albuquerque. \$350 per lot is what I believe is being asked for to make those numbers is considerably higher and could also be viewed as a takings. In addition the numbers would not be sustainable. There are approximately 200 home sites potentially available assuming all large properties are split, so at some point that revenue would expire. Additionally, there is no way to forecast when large properties may be sold off and subdivided.

Subdivision fees of \$350 = \$80 per lot would be reasonable, review fee raised to \$70 would be reasonable as well with possibly a \$35 fence fee. Last year there were approximately 40 permits for structures creating revenue of \$2800 so you could probably safely double that to \$5600 if fee are raised 100% across the board including fences. There was one subdivision for 2 lots all last year. \$260 for the year.

From: Nann Winter <NWinter@stelznerlaw.com>
Sent: Friday, June 5, 2026 3:32 PM
To: Erica Martinez <clerkadmin@bosquefarmsnm.gov>
Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>; Robert Pierson <rpierson@bosquefarmsnm.gov>
Subject: RE: Ordinance Changes

Erica:

On the zoning side, per Section 10-1-21, all fees are adopted by Resolution. Can you send me the Resolution that set out the fees for building and other permits. We will need to change that resolution. I've copied Robert to see if he has that resolution.

On the Subdivision side – we will likely need an ordinance change. Section 10-2-23Administrative fees, provides:

A. General subdivision fee. To cover general expenses related to processing subdivisions, an administrative fee will be charged. The administrative fee shall be \$100 plus \$80 per lot, with the exception of a minor subdivision, which shall require a fee of \$80 per lot. The subdivider shall pay any needed engineering fees.

B. Vacation and replat fees. To cover expenses related to processing, any replat or vacation of plat shall require a fee of \$50 upon application for each such action.

C. Variance. To cover expenses related to processing of a variance, an administrative fee of \$100 will be charged upon application for such action.

D. Method of payment. Fees shall be made payable to the Village. Fees are nonrefundable. All fees shall be paid following completion of the preapplication procedure and upon application for preliminary plat approval or, in the case of a minor subdivision, upon application for final plat approval.

You will need to ask the governing body what they want the fees to be (as highlighted) in order to collect \$8,000 rather than \$350.

You will need the same question answered for the zoning related fees (from \$2k to \$120k).

Nann Winter

Stelzner, Winter, Warburton, Flores & Dawes, P.A.

1401 Central Ave., NW, Suite A

Albuquerque, New Mexico 87104

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From: Erica Martinez <clerkadmin@bosquefarmsnm.gov>

Sent: Friday, June 5, 2026 2:14 PM

To: Nann Winter <NWinter@stelznerlaw.com>

Cc: Chris Gillespie <mayor@bosquefarmsnm.gov>

Subject: Ordinance Changes

Hi Nann,

I haven't had time to go back and listen to the budget meeting, but the two changes are as follows:

4. Building Permits currently budgeted this fiscal year @ \$2000.00, they want that fee increased in FY27 budgeting \$120,000.00.
5. Subdivision Permits currently budgeted this fiscal year @ 350.00, they want that fee increased in FY27 budgeting \$8,000.00.

They also want to do a fee increase to water and sewer for the residents for a total of a \$25.00 increase. It will go from about \$75.00 to \$100.00 combined.

Erica A. Martinez, MBA, CPO

Clerk/Administrator

Village of Bosque Farms

Office: 505-869-2357

clerkadmin@bosquefarmsnm.gov

STATE OF NEW MEXICO
VILLAGE OF BOSQUE FARMS, NEW MEXICO
NOTICE OF INTENT TO ADOPT THE FOLLOWING:

ORDINANCE NO. 2026-03

AN ORDINANCE AMENDING VILLAGE CODE, SECTION 10-2-23 INCREASING
CERTAIN SUBDIVISION ADMINISTRATIVE FEES

NOTICE IS HEREBY GIVEN OF THE TITLE AND GENERAL SUBJECT MATTER
CONTAINED IN AN ORDINANCE THAT THE VILLAGE COUNCIL OF THE VILLAGE OF
BOSQUE FARMS, NEW MEXICO, INTENDS TO ADOPT AT A MEETING ON July 15, 2026,
AT 6:00 P.M. THE MEETING WILL BE HELD AT VILLAGE COUNCIL CHAMBERS, 1455
WEST BOSQUE LOOP, BOSQUE FARMS, NEW MEXICO.

Copies of the Ordinance will be available for inspection or purchase in the office of the Clerk
during regular office hours.

This notice constitutes compliance with NMSA 1978 §3-17-3.

/s/ Erica Martinez
Clerk
June 17, 2026

10-2-23Administrative fees, provides:

A. General subdivision fee. To cover general expenses related to processing subdivisions, an administrative fee will be charged. The administrative fee shall be \$100 plus \$80 per lot, with the exception of a minor subdivision, which shall require a fee of \$80 per lot. The subdivider shall pay any needed engineering fees.

B. Vacation and replat fees. To cover expenses related to processing, any replat or vacation of plat shall require a fee of \$50 upon application for each such action.

C. Variance. To cover expenses related to processing of a variance, an administrative fee of \$100 will be charged upon application for such action.

D. Method of payment. Fees shall be made payable to the Village. Fees are nonrefundable. All fees shall be paid following completion of the preapplication procedure and upon application for preliminary plat approval or, in the case of a minor subdivision, upon application for final plat approval.

STATE OF NEW MEXICO
VILLAGE OF BOSQUE FARMS, NEW MEXICO
NOTICE OF INTENT TO ADOPT THE FOLLOWING:

ORDINANCE NO. 2026-04

AN ORDINANCE AMENDING VILLAGE CODE ORDINANCE SECTIONS 9-2-10 AND 9-3-20 INCREASING WATER AND WASTEWATER CHARGES

NOTICE IS HEREBY GIVEN OF THE TITLE AND GENERAL SUBJECT MATTER CONTAINED IN AN ORDINANCE THAT THE VILLAGE COUNCIL OF THE VILLAGE OF BOSQUE FARMS, NEW MEXICO, INTENDS TO ADOPT AT A MEETING ON July 15, 2026, AT 6:00 P.M. THE MEETING WILL BE HELD AT VILLAGE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NEW MEXICO.

Copies of the Ordinance will be available for inspection or purchase in the office of the Clerk during regular office hours.

This notice constitutes compliance with NMSA 1978 §3-17-3.

/s/ Erica Martinez
Clerk
June 17, 2026

VILLAGE OF BOSQUE FARMS, NEW MEXICO

RESOLUTION NO. 1093-26

A RESOLUTION DEDICATING THE LIBRARY PARK LOCATED AT 1455 WEST LOOP IN HONOR OF FORMER MAYOR WAYNE AKE.

WHEREAS, former Mayor Wayne Ake and his wife, Lodi, have lived in Bosque Farms for 44 years; and

WHEREAS, during this time, Mayor Ake has served our community as a Village Councilor (2000-2004), Council Representative to the Bosque Farms Library Board (2000-2002), Council Representative to Business Association (2002-2004), received the Mid Region Council of Government's Leadership Award for 2007, served as Mayor of Bosque Farms (2004-2012), Village Councilor (2012-2016), Mayor Pro-tem (2012-2016, and as Mayor of Bosque Farms (2016-2020); and

WHEREAS, in March 2020, Mayor Ake announced he was getting out of the elected office business, however, after sitting on the sidelines for four years, Mayor Ake ran again in November 2023 beating out his challenger on a 2:1 margin; and

WHEREAS, Mayor Ake has demonstrated unwavering commitment, exemplary leadership, and a deep-rooted dedication to the residents, families, and rural character of the Village of Bosque Farms; and

WHEREAS, during his tenure in office, Mayor Ake spearheaded numerous initiatives that improved our community's quality of life, infrastructure, and public spaces including facilitation of the following:

- Construction of the new Police and Fire Department located at the Village Administrative Complex;

FURTHER, BE IT RESOLVED, that this proclamation be recorded in the official archives of the Village of Bosque Farms, and that a copy be presented to Mayor Ake and his family as a token of our deepest gratitude and respect.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the Village of Bosque Farms on this ____ day of June, 2026.

VILLAGE OF BOSQUE FARMS

Christopher Gillespie, Mayor

(SEAL)

ATTEST:

Erica A. Martinez, Clerk Administrator



TOWN OF PERALTA

90 A Molina Road
PO BOX 1830
PERALTA, NEW MEXICO 87042
Phone: 505-869-2050
Fax: 505-869-2958

Joseph P. Chavez

Mayor

Joseph Romero

Michael Leon Otero

Claudio Moya

Randy Smith

Councilors

Mayor Chris Gillespie,
Councilor Ronita Wood,
Councilor Manuel Zamora,
Councilor Erica DeSmet,
Councilor James Bruhn
PO Box 660
Peralta, NM 87042

July 7, 2026

Re: Extension of Memorandum of Understanding regarding EMS (MOU) and
proposed Intergovernmental Agreement (IGA) regarding EMS

Dear Mr. Mayor & Councilors:

As the Mayor of the Town of Peralta, I have been directed by the full Town Council to write and send this letter to you. As with the previous June 12, 2026 letter regarding terminating the MOU, I again write this letter out of a similar sense of urgency to protect the health and welfare of both the Village of Bosque Farms (Village) and the Town of Peralta (Town).

Extension of MOU

The Town Council in a public hearing last night voted to extend the MOU regarding the provision of EMS for Bosque Farms for an additional thirty (30) days. The primary purpose of extending the MOU is so that that the Village may have time to consider and act on the attached IGA.

We do not wish to cause any harm to the Village or to its residents from a lapse of EMS, so with your consent, the MOU will continue for another 30 days from July 11, 2026 to August 11, 2026. If you approve it, the Town's EMS Director will have the continued authority to provide EMS for the Village at its current, part-time status. Please make every effort to consider and approve the enclosed MOU at your earliest convenience.

Proposed IGA for EMS

The Town Council also voted to approve the attached IGA which, if approved by the Village, will allow the Town to make expedited provision for 24/7 (fulltime) EMS for both the Village and the Town.

As I wrote previously, a fully operational 24-7 EMS service for both the Town and the Village is within our collective grasp, but it cannot be efficiently or effectively put in place without joint collaboration and mutual financial support between our two municipalities. We believe this IGA will be their foundation for meeting this goal.

After considering the terms of the IGA, please let me know your thoughts as well as any possible changes. On behalf of the Town of Peralta, I am hopeful that the governing body of the Village of Bosque Farms as a whole understands the urgency and the need to finally collaborate on EMS for the welfare of both our communities. I am available to discuss these issues with any of you at your convenience.

Best Regards,

A handwritten signature in dark ink, appearing to read 'J Chavez', with a stylized flourish at the end.

Joseph Chavez, Mayor
Town of Peralta

**TEMPORARY MEMORANDUM OF UNDERSTANDING
FOR EMS RESPONSE BETWEEN THE TOWN OF PERALTA
AND THE VILLAGE OF BOSQUE FARMS**

WHEREAS:

As of July 11, 2026, a Memorandum of Understanding (MOU) between the Town of Peralta (Peralta) and the Village of Bosque Farms (Bosque Farms), expires after Peralta gave Bosque Farms sufficient legal notice of its termination.

Both Peralta and Bosque Farms desires to continue the status quo for seamless EMS at existing levels for the residents of both municipalities under the current EMS MOU that is set to expire on July 11, 2026.

Peralta and Bosque Farms require additional time to negotiate and develop a longer-term agreement between the two municipalities regarding the provision of EMS for both municipalities.

A temporary formal understanding between the two municipalities allowing for the provision of EMS by Peralta in Bosque Farms for the continued provision of part-time EMS in Bosque Farms is necessary.

Unless extended by mutual consent of both parties in writing, the provision of EMS aid under the current Mou shall be extended for 30 days from July 11, 2026, and shall end/ expire automatically on August 11, 2026.

NOW, THEREFORE, the parties hereto acknowledge and consent to the continued provision of EMS by Peralta in Bosque Farms on a part-time basis shall continue until August 11, 2026 under the following conditions:

1. Only EMS aid in Bosque Farms shall be provided through the established Valencia Regional Emergency Communications Center (VRECC) and according to prioritization of the need for services within the two communities as determined by Valencia Regional Emergency Communications Center (VRECC) 911 dispatch.
2. By signing below, Bosque Farms expressly acknowledges that because of the limited resources of Peralta currently, of which, Bosque Farms is fully aware of and acknowledges, by the provision of assistance under this agreement, Peralta does not, and has not assumed any binding legal responsibility to provide the resources, equipment, facilities, or personnel of such responding jurisdiction outside its geographic area of jurisdiction, either in the instance of the initial request for assistance or any future request for assistance.
3. No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this

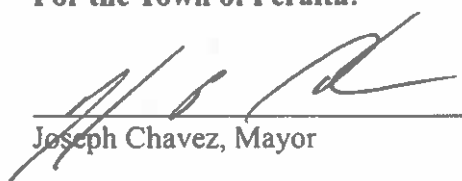
Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 sec. 42-4-1 et seq. as may be amended from time to time.

4. This Agreement shall not create or confer on any other person or entity any right of benefit, substantive or procedural, enforceable at law or otherwise, against any Party or their officers, directors, officials' employees, agents, representatives, contractors, subcontractors, consultants or advisors.

5. No Party's employee or contractor shall be considered as an employee, agent or servant of any other Party. No Party shall control or direct the details and means by which the employees of other Parties perform the duties and responsibilities set forth in this Agreement.

6. By signing below, each party represents that its respective municipal governing body has reviewed, approved, and consented to the terms of this Agreement.

For the Town of Peralta:



Joseph Chavez, Mayor

For the Village of Bosque Farms:

Chris Gillespie, Mayor

Attest:



Kori Taylor, Clerk Administrator

Erica Martinez, Clerk Administrator

Dated this 6 day of July, 2026

Dated this ____ day of _____, 2026

**AMENDED INTERGOVERNMENTAL AGREEMENT
FOR EMERGENCY MEDICAL SERVICES
BETWEEN THE TOWN OF PERALTA AND THE VILLAGE OF BOSQUE FARMS**

This Intergovernmental Services Agreement ("Agreement") is entered into this on _____, 2026, by and between the Village of Bosque Farms, New Mexico ("Bosque Farms"), and the Town of Peralta, New Mexico ("Peralta"). Individually, Bosque Farms and Peralta may be referred to as a "Party" and collectively as "Parties" under this agreement.

RECITALS:

1. The Parties to this Agreement ultimately desire to have a fulltime, 24/7 operations EMS capable of providing services in both municipalities.
2. The New Mexico Procurement Code NMSA 13-1-98 authorizes one public entity to provide services to another public entity for valid consideration.
3. The Village of Bosque Farms does not currently operate a viable Emergency Medical Services (EMS).
4. The Town of Peralta operates a viable part-time EMS and has a full-time EMS Director and EMTs on Staff.
5. Neither municipality currently has sufficient funding alone to establish its own fulltime, 24/7 EMS.
6. Both municipalities recognize that a single fulltime, 24/7 EMS operation, serving both municipalities could provide operational efficiencies and economies of scale that may not be achievable independently.
7. Combining resources, equipment, and funding has the potential to improve service sustainability while maintaining or enhancing response capabilities for both communities on a fulltime basis.

NOW THEREFORE IT IS AGREED BETWEEN THE PARTIES THAT:

8. Incorporation of recitals: The above recitals are hereby incorporated into this Agreement as if fully set forth herein.
9. Purpose: The purpose of this Agreement is to, on a temporary basis, allow and make provision for fulltime, 24/7 emergency medical services for Peralta and for Bosque Farms through and under Peralta's EMS operation until other mechanisms can be put in place to allow fulltime, 24/7 EMS in both municipalities permanently either jointly or independently.
 - a. Peralta agrees to provide fulltime, 24/7 EMS to the Village of Bosque Farms according to prioritization of the need for services within the two communities as determined by Valencia Regional Emergency Communications Center (VRECC) 911 dispatch.
 - b. To achieve a fulltime, 24/7 EMS operation for both municipalities, Peralta will hire, supervise, monitor and evaluate part-time and full-time and part-time qualified, New Mexico licensed Emergency Medical Technicians (EMTs) and Paramedic for this service within 30 days of both municipalities' execution of this agreement.

- c. For EMS services rendered under this contract, upon execution of this agreement, the Village of Bosque Farms agrees to pay the Town of Peralta the sum of \$310,000 (three-hundred ten thousand dollars) annually to be paid in four (4) quarterly equal payments of which, the first quarterly payment shall be due on August 1, 2026, until this contract is terminated as defined below.
- d. The VRECC fees are not included in this agreement; the Village of Bosque Farms shall pay its own costs for dispatch in Bosque Farms by the Valencia Regional Emergency Communications Center (VRECC) 911. The Town of Peralta will not invoice the Village of Bosque Farms for VRECC services, nor will be held accountable for dispatch charges incurred for calls in the Village of Bosque Farms.
- e. Both Parties will maintain and support their own EMS rescue vehicles with fuel, oil, and maintain and insure them.
- f. Peralta will maintain and support EMS rescue and maintain the necessary medical supplies needed for a complete and fully functioning fulltime, 24/7 EMS operation capable of serving both municipalities' needs.
- g. EMTs and paramedics will perform the functions and job duties within their scope of practice of their license and certifications. These duties include but are not limited to; recruitment, retention and training of fulltime and parttime EMTs.
- h. Personnel training shall include, as applicable, basic life support, CPR, Health Insurance Portability and Accountability Act (HIPAA) compliance, EMS vehicle operations, and continuing education certification. Bosque Farms shall indemnify the Town of Peralta to the extent permitted by law for matters arising while EMS services are operating within the jurisdiction of Bosque Farms under this Agreement.
- i. Bosque Farms understands, acknowledges, and agrees that Peralta shall have sole responsibility for EMS administration, including personnel actions, resource and manpower assignments, and training. Bosque Farms shall indemnify the Town of Peralta to the extent permitted by law for matters arising while EMS services are operating within the jurisdiction of Bosque Farms under this Agreement.
- j. Payments pursuant to this Agreement shall be made quarterly and within thirty (30) days after an invoice is submitted by Peralta to Bosque Farms.

10. Liability:

No party shall be responsible for liability incurred as a result of any other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978 sec. 42-4-1 et seq. as may be amended from time to time.

This Agreement shall not create or confer on any other person or entity any right of benefit, substantive or procedural, enforceable at law or otherwise, against any Party or their officers, directors, officials' employees, agents, representatives, contractors, subcontractors, consultants or advisors.

No Party's employee or contractor shall be considered as an employee, agent or servant of any other Party. No Party shall control or direct the details and means by which the employees of other Parties perform the duties and responsibilities set forth in this Agreement.

11. Effective Date, Term and Termination of Agreement:

This Agreement shall become effective within thirty (30) after full execution of this agreement.

Because the Town of Peralta must make immediate expenditures, hire additional personnel, and purchase additional medical supplies to effectuate a 24/7 EMS operation for both municipalities, this Agreement shall continue for three (3) consecutive years and be automatically renewed if not terminated as follows. This agreement may be terminated by either party by providing the other party with ninety (90) days written notice of intention to terminate.

12. Financial Accountability:

The Parties shall keep records of all receipts of payments made in furtherance of this contract. Such records shall be available for inspection by either Party and by the public during business hours at the respective offices of the Parties.

13. Headings:

The headings of this Agreement are inserted only for convenience or reference and are not intended to be construed to modify, define, limit or expand the intent of the Parties.

14. Severability:

If any provision of this Agreement shall be found by a court of competent jurisdiction to be illegal, in conflict with any law of the State of New Mexico or otherwise unenforceable, the validity and enforceability of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did contain provision found to be illegal, invalid or otherwise unenforceable.

15. Waiver:

No consent or waiver, express or implied by any party to the breach or default by any party in the performance of his or her obligations under this Agreement shall be deemed or construed to be a consent or waiver to any other breach of default.

16. Further Assurances:

Each party hereto agrees to do all acts and things to make, execute and deliver such written instruments as shall from time to time be reasonably required to carry out the terms and provisions of this Agreement. Both parties agree to commit to communicating with each other regarding any issues which may develop pursuant to this Agreement.

17. Entire Agreement:

This Agreement represents the entire agreement and understanding between the municipalities and by signing below, the Mayors of their respective municipalities represent that this agreement has been approved by their respective governing bodies in an open meeting.

18. Amendments:

The parties understand and acknowledge that the costs of provision for fulltime, 24/7 EMS services for either municipality jointly or severally, may change over time. Therefore, the Parties acknowledge and agree that this Agreement may be amended in writing upon approval of the governing bodies of each Party and that any such amendments shall not become effective until signed by the Parties, provided that no such amendment shall materially affect any bonds or other obligations then outstanding.

For the Town of Peralta:

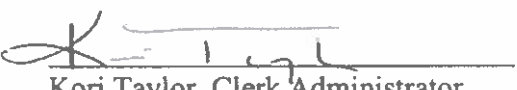


Joseph Chavez, Mayor

For the Village of Bosque Farms:

Chris Gillespie, Mayor

Attest:



Kori Taylor, Clerk Administrator

Erica Martinez, Clerk Administrator

Dated this 6 day of July, 2026

Dated this ____ day of _____, 2026

EMERGENCY MEDICAL SERVICES

SHORT TITLE.

Cited as the "Emergency Medical Services (EMS) Ordinance."

FINDINGS AND PURPOSE.

(A) The Village Council finds that:

(1) The EMS system provides a satisfactory level of service to the community at present.

(2) The EMS system should be based on objectively stated and measurable performance standards and monitored by the Authority Having Jurisdiction (hereinafter "AHJ").

(3) The 911 Emergency System is a basic governmental function providing emergency responses through the Police and Fire Departments.

(4) The Village, through its 911 System, is the focal point for the receipt of requests for emergency transport of sick and injured persons.

(5) In order to provide satisfactory emergency transport of sick and injured persons, it is necessary to establish a procedure for ambulance transport service.

(6) The provisions of this Ordinance and any regulations promulgated pursuant to this Ordinance are in addition to those standards and/or requirements promulgated by the state agencies as the standards and/or requirements for ambulance services and prehospital providers, which as minimum standards may not be sufficient for the requisite standard of care in the Village.

(7) The EMS system should ultimately be a regional system to include the Village, County, and other governmental entities located within the county.

(B) The purposes are:

(1) To serve the community through the promotion of clinical excellence, reliable response time performance, long range stability of service, and cost containment of the EMS system within the Village; and

(2) To protect the public safety and health through prehospital emergency care and to ensure consistency of ambulance transport services within the city and

DEFINITIONS.

The following definitions shall apply unless the context clearly indicates or requires a different meaning. The word *SHALL* is always mandatory and not merely directory.

911 EMERGENCY SYSTEM. A publicly supported and funded system for delivering EMS, public fire protection, and law enforcement.

ADVANCED LIFE SUPPORT (ALS). Advanced prehospital and interfacility care and treatment including basic and intermediate life support, as prescribed by state regulation, which may be performed only by a person licensed as a Paramedic by the Primary Care and Emergency Medical Services Bureau of the Public Health Systems Division of the New Mexico Department of Health and operating under medical direction.

AMBULANCE. Any vehicle, including motor vehicles, watercraft, and aircraft, assigned, used, or intended to be used to transport sick or injured persons, and operated by an ambulance service certificated as such by the New Mexico Department of Transportation.

AMBULANCE TRANSPORT PROVIDER. Any appropriately certified and contracted person providing emergency transport of sick or injured persons by ambulance within the Village.

Commented [A1]: Cut and Paste of the City Albuquerque Ordinance No. 9-4-4 adopted 9 years ago (2017). No provisions recognizing unique nature of the Village

Commented [A2]: No numbering throughout

Commented [A3]: There is no service at present; however, this sentence is verbatim from the CABQ ordinance

Commented [A4]: Not a defined term

Commented [A5]: Should be Village

BASIC LIFE SUPPORT (BLS). Prehospital and interfacility care and treatment, as prescribed by state regulation, which can be performed by all appropriately licensed Emergency Medical Technicians, as provided by state law.

BOARD. [The Medical Control Board.]

BUREAU. The Emergency Medical Services Bureau of the Community Health Systems Division of the New Mexico Department of Health.

CHIEF. The volunteer Chief of the Bosque Farms Fire Department.

COMMISSION. The County Commission of Valencia County, New Mexico.

CONTRACTOR. A provider or providers of emergency ambulance transport services who is appropriately certified and bound by contractual agreement to the Village to engage in ambulance services.

COUNCIL. The governing body of the Village of Bosque Farms.

DRIVER. An individual who is qualified as an ambulance or rescue vehicle driver.

EMERGENCY MEDICAL DISPATCHER. A person who is trained and certified, pursuant to state law, to receive calls for emergency medical assistance, provide dispatch life support (DLS), pre-arrival medical instructions, dispatch emergency medical assistance, and coordinate its response.

EMERGENCY MEDICAL SERVICES (EMS). The services rendered by licensed Emergency Medical Technicians, certified Emergency Medical Services First Responders or Emergency Medical Dispatchers in response to an individual's need for immediate medical care in order to prevent loss of life or aggravation of physical or psychological illness or injury.

EMERGENCY MEDICAL SERVICES SYSTEM (EMS SYSTEM). A coordinated system of health care delivery that includes centralized access and emergency medical dispatch, trained first responders, medical-rescue services, ambulance services, hospital emergency departments, and specialty care hospitals that respond to the needs of the acutely sick and injured.

EMERGENCY MEDICAL TECHNICIAN (EMT). A health care provider, licensed as such by the Emergency Medical Services Bureau of the Community Health Systems Division of the New Mexico Department of Health.

MAYOR. The Chief Executive of the Village of Bosque Farms.

MEDICAL CONTROL. Supervision provided by or under the direction of physicians to providers by written protocol or direct communications.

MEDICAL DIRECTION. Guidance or supervision provided by a physician, licensed to practice in New Mexico and Board certified in emergency medicine with current experience in the practice of emergency medicine, including authority over and responsibility for emergency medical dispatch, direct patient care and transport of patients, arrangements for medical control, and all other aspects of patient care delivered by a provider.

MEDICAL DIRECTOR. A physician, licensed to practice in New Mexico and Board certified in emergency medicine with current experience in the practice of emergency medicine, who is responsible for all medical aspects of an EMS system dealing with the provision of patient care as defined in the New Mexico Department of Health Regulations Governing Emergency Medical Services Medical Direction. This includes the extension of his or her license to prehospital providers; the development,

Commented [A6]: Village does not have a medical control board; the drafter did not insert the CABQ the duties, membership and terms of the CABQ Board.

Commented [A7]: Should recognize that the chief is a volunteer

Commented [A8]: There is no medical director position; can the Village afford a physician in that position?

implementation, and evaluation of all medical aspects of an EMS system; and other functions.

OPERATOR. Any person, firm, corporation, or public agency who is the owner or proprietor of EMS response vehicles.

PATIENT. An individual who is sick, injured, wounded, or otherwise incapacitated.

PREHOSPITAL PROVIDER. Any person who has the duty of caring for a sick, ill, or injured person, who is certified at the EMT-Basic level or higher and who is licensed by the State of New Mexico.

PROTOCOL. A predetermined, written medical care plan including standing orders.

RESCUE SERVICE. Any ALS and BLS service, municipal, county, or private, excluding law enforcement agencies that are not otherwise providing rescue, that is subject to being dispatched to the scene of an injury or illness to provide rescue and immediate emergency medical care.

STATE REGULATION.

(A) It is recognized that certain state agencies, such as the New Mexico Department of Transportation and the State EMS Bureau, regulate certain ambulance services and prehospital providers in the community.

(B) It is also recognized that certificates, permits, and/or licenses issued by those state agencies can be suspended and/or revoked only by those state agencies.

(C) It is also recognized that the establishment of rates for ambulance services, certificated by the New Mexico Department of Transportation, is solely within the purview of the New Mexico Department of Transportation.

(D) It is also recognized that the State EMS Bureau regulates EMS Medical Direction for prehospital providers in the community.

(E) It is intended that any regulations promulgated in addition to those standards by the state agencies as the standards for ambulance services and prehospital providers. The standards promulgated by the state agencies are minimum standards which may not be sufficient for the requisite standard of care in the city.

(F) It is intended that the city may enter into joint powers agreements and other arrangements with governmental entities as may be necessary.

MEDICAL DIRECTOR OF THE AHJ.

(A) Shall maintain medical direction pursuant to the regulations of the Primary Care and EMS Bureau of the New Mexico Department of Health, or as otherwise provided by state law.

(B) The functions of the Medical Director of the AHJ include but are not limited to the following:

(1) Managing the day-to-day activities of the EMS system pursuant to protocols written by the Medical Control Board (hereinafter "Board").

(2) Acting to restrict all or part of an individual's patient care activities in accordance with existing state regulations.

(3) Liaison with, oversee, and coordinate the activities of the EMS providers.

(4) Taking direction from and being responsible to the Board concerning matters related to patient care and the delivery of medical services.

(5) Acting as a member and chairperson of the Board.

(6) Provides Board report to the Providers Advisory Committee.

(7) Acting as a liaison with physicians, nurses, other health care professionals, and the public at large.

Commented [A9]: Should be Village

Commented [A10]: Should be Village

Commented [A11]: Not a defined

Commented [A12]: Who is the Authority having jurisdiction? Undefined term

Commented [A13]: Not a defined term

Commented [A14]: There is no board.

Commented [A15]: There is no board

Commented [A16]: There is not Providers Advisory Committee. The CABQ ordinance details the committee at Section 9-4-4-7

Commented [A17]: There is no board and no committee

(8) Auditing and overseeing medical issues as they pertain to training, quality improvement, and service delivery.

(9) Performing other duties as designated by the Fire Chief or their designee.

(10) Acting as a liaison between the EMS system and local community, medical facilities, and regional/state medical directors.

(11) Providing educational opportunities when appropriate.

The Medical Director of the AHJ shall be an independent contractor and shall comply with the Village procurement requirements (this language was omitted by the drafter).

Medical Control Board

Providers Advisory Committee

911 SYSTEM.

The 911 System shall be the focal point for:

(A) Receipt of all requests for assistance for and emergency transport of sick and injured persons.

(B) Dispatch of all responses to requests for assistance and emergency transport of sick and injured persons.

PROCEDURES FOR BEING INCLUDED IN THE 911 SYSTEM.

(A) The Mayor shall enter into at least one contractual agreement with an operator to provide emergency transport ambulance services in the village pursuant to the 911 system. The application and request for proposal for such contract shall be subject to the Village purchasing regulations.

(B) There shall be at least one contract awarded to provide emergency transport ambulance services.

PROCEDURES FOR RESPONSES TO REQUESTS FOR EMERGENCY TRANSPORT.

(A) The Village through coordinated dispatch shall:

(1) Receive, evaluate, and categorize all requests for emergency transport of sick and injured persons within the community.

(2) Dispatch appropriate Fire Department response.

(3) Notify ambulance operator as to location and nature of call pursuant to written protocols prepared by the Medical Control Board.

(4) Take control of patient and scene and provide for patient care until care is transferred to a contracted emergency transport ambulance service.

(5) Continue patient care during transport when appropriate or upon the request of a contractor.

(6) Transport patients when medically necessary or when a contracted ambulance service is either delayed or unavailable.

(B) The ambulance transport providers shall respond to any request for emergency transport of sick or injured persons which has been referred to the ambulance provider by the Village.

Judicial Review

Commented [A18]: Policy: Should a Medical doctor be reporting to a volunteer fire chief (who is fully employed outside the village)

Commented [A19]: Not a defined term

Commented [A20]: § 9-4-4-6 MEDICAL CONTROL BOARD.

(A) *Membership and Terms.* The members shall consist of licensed physicians engaged in the practice of emergency medicine. The membership of the Board shall consist of one emergency department physician or his or her designee from each hospital organization operating a full service, 24-hour emergency department in the city. The Board shall meet not less than once every two months as determined by its membership. Members other than the Medical Director of the AHJ shall have staggered terms, the term of appointment shall be for two years, and there shall be no limit on consecutive terms. The Medical Director of the AHJ shall serve as a member and chairperson of the Board without term of appointment.

(B) *Functions.* The Board shall be responsible for all aspects of medical control related to patient care and the delivery of medical services. The Board shall meet at the call of its Chairperson. The Board shall address the following matters but not be limited to these topics:

(1) Medical control over the delivery of EMS and ambulance services including the medical control communication system.

Commented [A21]: Referred to above, but no definition or duties. CABQ Ordinance No. 9-4-

Commented [A22]: There is no board

Commented [A23]: § 9-4-4-11 JUDICIAL REVIEW.

All actions for judicial review must be filed within 30 days of receipt of notice of the determination in the Second Judicial District Court in Bernalillo County. All determinations

PAYROLL COMPANY

your community partner. your business partner.

Erica De Smet
Mayor Pro Tem
Village of Bosque Farms
1455 Bosque Loop
Bosque Farms, NM 87068

Item	Fee	Periods	Units	Annual Cost
Payroll Processing				
Payroll Base Charge	\$ 50.00	26		\$ 1,300.00
Payroll Processing	\$ 2.00	26	35	\$ 1,820.00
PERA Reporting	\$ 50.00	26		\$ 1,300.00
General Ledger Export to Accounting System	\$ 15.00	26		\$ 390.00
Benefit Payments	\$ 7.50	26	9	\$ 1,755.00
Benefit Reconciliation	\$ 500.00	12	1	\$ 6,000.00
Garnishment Payments (estimate)	\$ 4.95	26	5	\$ 643.50
Time & Attendance	\$ 2.00	26	35	\$ 1,820.00
Volunteer Fire Fighter Payments	\$ 2.00	4	25	\$ 200.00
Delivery - (Free if we can deliver electronically)	\$ 15.00	26		\$ 390.00
Total Payroll Processing Charges				\$ 15,618.50
W2 Processing - @ End of Year				
W2 Base Charge	\$ 50.00	1		\$ 50.00
W2 Processing	\$ 9.00	1	35	\$ 315.00
W2 Processing Charges				\$ 365.00
Total Annual Fees				\$ 15,983.50
Average Monthly Cost				\$ 1,331.96
Average Per Pay Period Cost				\$ 614.75
ONE TIME SETUP FEE				\$ 500.00
10433 MONTGOMERY PARKWAY LOOP NE SUITE 100 ALBUQUERQUE, NM 87111 (505) 944-0105				

VILLAGE OF BOSQUE FARMS, NM
March, 2026 Year's Report

Fund	JULY, 2026 Balances Page 1	Cash from	Q/S Checks (plus)	Q/S Deposits (minus)	Adjustments (plus)	Adjustments (minus)	Reconciled Balance on System	Bank Statement Balance	Difference
GEN FUND INVESTMENT POOLED CASH									
GEN FUND CD	1,101,406.87						1,101,406.87		
GEN FUND MONEY MARKET FIRST AMEF									
901 GENERAL FUND POOLED CASH	4,619,061.21						4,619,061.21		
100 General Fund	28,595.61						28,595.61		
110 GF Unapppr. Res.	48,161.37						48,161.37		
120 GF Land Reserve	4,693,838.19						4,693,838.19		
Subtotal									
150 GF CERF FA	40,724.26						40,724.26		
151 GF CERF Streets									
152 GF CERF P&Z	114,956.97						114,956.97		
153 GF CERF Fire									
154 GF CERF Library									
155 Water Rights Reserve									
156 GR Police CERF									
Subtotal	155,681.23						155,681.23		
Total	4,849,519.42		17,336.78	35.00	32,606.80		4,899,427.00	4,899,427.00	0.00
902 SPECIAL REVENUE POOLED CASH									
201 Correction Fund	2,061.30								
202 Environmental GRT	369,475.35								
206 EMS Fund	0.55								
207 VERCC	541,959.62								
209 Fire Fund	447,173.99								
211 LEP Fund	107,635.85								
212 LERF	5,573.62								
213 DPS LERF									
216 Street Fund	930,067.19								
217 Recreation Fund									
218 Capital Projects Fund	31.50								
219 Cannabis Tax Fund	13,237.95								
226 EMS Tax Fund	463,820.22								
227 Living Cross EMS Grant	294,965.95								
228 Nominal Fee Fund	64,480.22								
229 Traffic Safety Fund	16,284.29								
Total	3,248,757.61		146,111.56		(45,455.64)		3,288,112.19	3,288,112.19	0.00
906 UTILITY ENTERPRISE POOLED CASH									
503 Sewer Utility	50,505.59								
505 Water Utility	3,328,172.05								
507 Water Meter Deposit Fund	44,397.98								
311 Utility Const Fund									
597 Water Rights Reserve	89,755.24								
598 Utility CERF	15,219.46								
599 Utility Reserve	17,397.18								
402 Sewer Revenue Bond Debt Service	23,119.54								
403 Water Loan DS									
Total	3,588,567.05		108,307.83	161,859.75	29,725.71		48,407.52	3,499,333.32	0.00
399 CAPITAL PROJECTS FUND									
GRAND TOTAL ON DEPOSIT	11,664,844.08		271,756.17	161,894.75	16,875.97		104,708.96	11,686,872.61	0.00
Petty Cash - General Fund	200.00							200.00	
Utility Cash Drawer	150.00							150.00	
GRAND TOTAL	11,685,194.08		271,756.17	161,894.75	16,875.97		104,708.96	11,687,222.51	0.00

Now its called living cross EMS Grant
not APPA??

UTILITY UNOFFICIAL

4:00 PM 4/7/2026

INTERGOVERNMENTAL AGREEMENT

FOR TEMPORARY LOAN OF RESCUE APPARATUS

This Intergovernmental Agreement for Temporary Loan of Rescue Apparatus ("Agreement") is entered into by and between the Village of Bosque Farms, New Mexico ("Bosque Farms"), and the Town of Peralta, New Mexico ("Peralta"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the Village of Bosque Farms owns and operates certain emergency response apparatus utilized for fire, rescue, and emergency medical response services; and

WHEREAS, the Town of Peralta has identified a temporary operational need for additional emergency response apparatus to support public safety services within its jurisdiction; and

WHEREAS, the Parties desire to cooperate in providing efficient and effective emergency services to residents of the Valencia County area; and

WHEREAS, pursuant to applicable provisions of New Mexico law authorizing cooperation between local governmental entities, the Parties desire to enter into this Agreement for the temporary loan of a rescue apparatus;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

SECTION 1. EQUIPMENT

Bosque Farms agrees to temporarily loan the following rescue apparatus to Peralta:

Unit Designation: _____

Year/Make/Model: _____

VIN/Serial Number: _____

Current Mileage/Hours: _____

The apparatus is referred to herein as the "Rescue Unit."

SECTION 2. TERM

This Agreement shall become effective upon approval by both governing bodies and execution by authorized representatives of the Parties.

The loan period shall begin on _____, 20, and continue until _____, 20, unless sooner terminated pursuant to this Agreement.

SECTION 3. PURPOSE AND USE

Peralta shall utilize the Rescue Unit solely for governmental and public safety purposes, including:

- Fire and rescue response;
- Emergency medical response;
- Training exercises;
- Disaster or emergency operations; and
- Other authorized public safety activities.

The Rescue Unit shall be operated only by personnel who are properly trained, qualified, and licensed as required by law.

SECTION 4. OWNERSHIP

Ownership of the Rescue Unit shall remain with Bosque Farms at all times.

Nothing contained in this Agreement shall be construed as transferring any ownership interest to Peralta.

SECTION 5. OPERATIONAL RESPONSIBILITIES

During the term of this Agreement, Peralta shall:

- 1.Maintain the Rescue Unit in a safe and serviceable condition;
- 2.Pay for fuel, fluids, and normal operating expenses;
- 3.Conduct routine inspections and preventative maintenance;
- 4.Promptly report any accident, damage, mechanical issue, or equipment failure to Bosque Farms;
- 5.Maintain records of maintenance and repairs performed during the loan period.

Any major repair exceeding \$_____ shall require prior authorization from Bosque Farms unless emergency circumstances make prior approval impracticable.

SECTION 6. INSURANCE AND RISK MANAGEMENT

Each Party shall maintain insurance coverage, participation in a governmental risk management program, or equivalent coverage sufficient to meet its obligations under this Agreement.

Each Party shall remain responsible for its own acts and omissions and those of its elected officials, officers, employees, volunteers, and agents.

Nothing in this Agreement shall be construed as a waiver of any immunity, defense, or limitation of liability provided by the New Mexico Tort Claims Act or other applicable law.

SECTION 7. LIABILITY

To the extent permitted by New Mexico law, each Party shall be responsible for claims, damages, losses, and expenses arising from the negligent acts or omissions of its own officers, employees, agents, or volunteers.

The Parties acknowledge that no provision of this Agreement creates liabilities beyond those established by applicable law.

SECTION 8. DAMAGE OR LOSS

Peralta shall immediately notify Bosque Farms of:

- Any accident involving the Rescue Unit;
- Any injury occurring during operation;
- Any property damage;
- Any theft, vandalism, or loss.

The Parties shall cooperate regarding insurance claims, investigations, repairs, and necessary documentation.

SECTION 9. RETURN OF APPARATUS

Upon expiration or termination of this Agreement, Peralta shall return the Rescue Unit to Bosque Farms in substantially the same condition as received, reasonable wear and tear excepted.

Bosque Farms may demand immediate return of the Rescue Unit if:

- Bosque Farms requires the unit for its own emergency operations;
- Peralta fails to comply with this Agreement; or
- Continued use would create a safety risk or legal concern.

SECTION 10. TERMINATION

Either Party may terminate this Agreement upon thirty (30) days written notice to the other Party.

In the event of an emergency operational need, Bosque Farms may require immediate return of the Rescue Unit upon written or verbal notice, followed by written confirmation.

SECTION 11. NOTICE

All notices required by this Agreement shall be delivered to:

Village of Bosque Farms

Village Clerk

1455 West Bosque Loop

Bosque Farms, NM 87068

Phone: _____

Email: _____

Town of Peralta

Town Clerk

90 Molina Road

Peralta, NM 87042

Phone: _____

Email: _____

SECTION 12. APPROVALS REQUIRED

This Agreement shall not become effective until approved by:

- The Village Council of the Village of Bosque Farms;
- The Town Council of the Town of Peralta; and
- Any other approvals required by law.

SECTION 13. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties concerning the temporary loan of the Rescue Unit and supersedes all prior negotiations or understandings.

Any modification to this Agreement must be in writing and approved by both Parties.

SECTION 14. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Mexico.

SECTION 15. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

APPROVED AND EXECUTED

VILLAGE OF BOSQUE FARMS

By: _____

Name: _____

Title: Mayor

Date: _____

ATTEST:

Name: _____

Village Clerk

Date: _____

TOWN OF PERALTA

By: _____

Name: _____

Title: Mayor

Date: _____

ATTEST:

Town Clerk

Date: _____

APPROVED AS TO LEGAL FORM

Village Attorney:

Date: _____

Town Attorney:

Date: _____

Sent from my Verizon, Samsung Galaxy smartphone

Get [Outlook for Android](#)

Discussion and Possible Action on Resolution No. 1091-2026, A Resolution Containing Legislative Findings of Fact and Expressing No Confidence in the Leadership of Mayor Chris Gillespie, Including Consideration of Supporting Exhibits

VILLAGE OF BOSQUE FARMS

RESOLUTION NO. 1091-2026

A RESOLUTION OF THE GOVERNING BODY OF THE VILLAGE OF BOSQUE FARMS CONTAINING LEGISLATIVE FINDINGS OF FACT AND EXPRESSING NO CONFIDENCE IN THE LEADERSHIP OF MAYOR CHRIS GILLESPIE

PURPOSE

The purpose of this Resolution is to formally adopt Legislative Findings of Fact based upon the official records of the Village of Bosque Farms and to express the Governing Body's determination that, based upon those findings, it no longer has confidence in the leadership of Mayor Chris Gillespie.

These Findings are adopted to preserve the official legislative record of the Village, promote governmental transparency and accountability, document the factual basis supporting this Resolution, and preserve all rights and remedies available under the Constitution and laws of the State of New Mexico.

This Resolution is not intended to remove the Mayor from office, nor shall it be construed as doing so. Rather, it constitutes the official legislative findings and position of the Governing Body based upon the evidence considered at a public meeting.

WHEREAS the Governing Body of the Village of Bosque Farms is charged with protecting the public interest, exercising fiscal oversight, ensuring compliance with state law and Village ordinances, and maintaining transparent, accountable, and effective municipal government; and

WHEREAS, the Governing Body has reviewed official meeting minutes, Village records, financial records, legal invoices, agency determinations, correspondence, sworn statements, and other public records; and

WHEREAS, after review of those records, the Governing Body finds that a continuing pattern of conduct has impaired the effective administration of Village government, frustrated the lawful actions of the Governing Body, diminished transparency, weakened public confidence, and adversely affected the delivery of municipal services.

LEGISLATIVE FINDINGS OF FACT

The Governing Body hereby adopts the following Findings of Fact:

Finding No. 1 – Fiscal Oversight

In January 2025, Village funds were obligated without prior approval of the Governing Body, thereby depriving the Governing Body of its fiscal oversight responsibilities.

Finding No. 2 – Village Administration

Beginning in approximately March 2025, the Mayor permitted the then-Village Clerk to continue serving while residing in California for an extended period. The Governing Body finds that this arrangement resulted in significant disruption to Village administrative operations and delayed the timely conduct of Village business.

Finding No. 3 – Emergency Management

In April 2025, during an active wildfire evacuation affecting residents of the Village of Bosque Farms, a regularly scheduled Council meeting proceeded despite the emergency conditions affecting the community.

Finding No. 4 – Open Government

In June 2025, more than twenty members of the public were removed from a public meeting. The New Mexico Department of Justice subsequently determined that the action violated the New Mexico Open Meetings Act.

Finding No. 5 – EMS Appointment

In August 2025, the Mayor appointed an EMS Coordinator without approval of the Governing Body as required by Village ordinance. The appointed individual was subsequently provided access to Village budget information and authorized to expend Village funds.

Finding No. 6 – Fire Department Relations

In September 2025, the Mayor threatened members of the Bosque Farms Fire Department with felony prosecution relating to the temporary loan of EMS equipment to the Town of Peralta.

Finding No. 7 – Communication with the Governing Body

In January 2026, the Mayor participated in a meeting concerning Village transportation improvements with one member of the Governing Body, representatives of the New Mexico Department of Transportation, and a contractor without informing the remaining members of the Governing Body.

Finding No. 8 – Legal Services

Since November 2025, the Governing Body has repeatedly requested that a Request for Proposals for legal services be presented for Council consideration. Despite those repeated requests, Village legal expenditures have exceeded \$100,000 without an RFP being presented for consideration.

Finding No. 9 – Use of Public Resources for Criminal Research

Village legal invoices document that legal counsel was directed to research potential criminal charges against a Village resident arising from that resident's exercise of rights under the Inspection of Public Records Act. The Governing Body further considered sworn statements indicating that legal counsel was also asked to research potential criminal charges against a sitting elected Councilor.

Finding No. 10 – Rules of Procedure

The Mayor presented proposed Rules of Procedure for Council consideration and participated in a public workshop regarding those rules. After the Governing Body proposed revisions, the revised Rules of Procedure were not returned for consideration and adoption.

Finding No. 11 – EMS Transparency

During an EMS workshop in 2026, the Governing Body was not informed that the Village rescue unit was under investigation and unavailable for service despite the significance of that information to the matters under discussion.

Finding No. 12 – ARPA Accountability

Since January 2025, the Governing Body has repeatedly sought clarification regarding the accounting, obligations, balances, expenditures, and reporting of the Village's ARPA funds. Official financial records presented to the Governing Body reflected conflicting information regarding ARPA funding and accounts, and the matter remained unresolved despite repeated requests for clarification.

Finding No. 13 – EMS Administration

Beginning in 2025, members of the Governing Body and the Bosque Farms Fire Department repeatedly sought to restore and establish sustainable EMS services for the Village. Despite those documented efforts, the Village experienced an extended period without a fully functioning EMS program, and litigation relating to emergency medical services has since been filed against the Village.

Finding No. 14 – Pattern of Conduct

The Governing Body finds that the foregoing actions, when considered collectively, demonstrate a continuing pattern of diminished transparency, inadequate fiscal oversight, failure to timely implement or facilitate lawful actions of the Governing Body, and a lack of cooperation necessary for the effective administration of Village government.

NOW, THEREFORE, BE IT RESOLVED

Section 1. The Governing Body hereby declares that it has lost confidence in the leadership of Mayor Chris Gillespie and his ability to faithfully administer the affairs of the Village of Bosque Farms in a manner consistent with transparency, accountability, cooperation, fiscal responsibility, and compliance with state law and Village ordinances.

Section 2. This Resolution constitutes the official legislative position of the Governing Body based upon the Findings of Fact adopted herein and shall not be construed as removing the Mayor from office or altering any authority granted under New Mexico law.

Section 3. The Governing Body reaffirms its commitment to open government, fiscal responsibility, compliance with the New Mexico Open Meetings Act, compliance with the Inspection of Public Records Act, adherence to Village ordinances, and respectful collaboration among elected officials, Village employees, and the citizens of Bosque Farms.

Section 4. The Village Clerk shall enter this Resolution into the official minutes of the Village of Bosque Farms and preserve this Resolution together with all supporting exhibits as part of the permanent legislative record of the Village.

Section 5. The Governing Body hereby incorporates by reference all exhibits attached to this Resolution. The Governing Body finds that each exhibit was reviewed and relied upon in adopting these Legislative Findings of Fact. The exhibits shall constitute part of the permanent legislative record as though fully set forth herein.

Section 6. Nothing contained in this Resolution shall be construed as waiving or limiting any rights, remedies, or actions available under the Constitution or laws of the State of New Mexico. The Governing Body expressly reserves the right to pursue any judicial, administrative, or other lawful remedy authorized by New Mexico law should future circumstances warrant such action.

Section 7. The Governing Body declares that this Resolution is adopted to preserve the official legislative record, promote governmental accountability, and document the factual basis upon which the Governing Body has determined that it no longer has confidence in the leadership of Mayor Chris Gillespie.

ADOPTION OF EXHIBITS

The Governing Body hereby adopts and incorporates the following exhibits by reference:

Exhibit – January 2025 financial records regarding unauthorized obligation of Village funds.

Exhibit – April and May 2025 Council agenda, wildfire information, and emergency documentation.

Exhibit – New Mexico Department of Justice determination regarding the June 2025 Open Meetings Act violation.

Exhibit – EMS Coordinator appointment records, budget authorization documents, and applicable Village ordinances.

Exhibit – Fire Department correspondence and records concerning the temporary loan of EMS equipment.

Exhibit - ARPA financial reports, meeting minutes, accounting records, and related correspondence.

Exhibit - Records documenting efforts to restore EMS services and documents relating to litigation involving EMS services.

PASSED, APPROVED, AND ADOPTED this ____ day of _____, 2026.

GOVERNING BODY

Councilor Erica De Smet _____

Councilor James Bruhn _____

Councilor Manuel Zamora _____

Councilor Ronita Wood _____

ATTEST:

Village Clerk

Dear Counsel Winter,

I am writing to formally request legal guidance regarding practices related to contract discussions involving Village officials, in order to ensure compliance with applicable law and to mitigate any potential legal or governance risk to the Village.

Specifically, I request your opinion as to whether it is customary, advisable, or legally appropriate for the Mayor, a single Councilor, and the Village Clerk to attend meetings with a vendor or contractor to discuss a proposed Village contract outside of a duly noticed public meeting of the governing body.

This request is prompted by inquiries and concerns raised by numerous members of the public indicating that such a meeting occurred. As an elected member of the governing body, I have been asked to explain both the legal basis for this practice and why such discussions are occurring with a former Mayor Pro Tem rather than with the governing body as a whole.

To accurately respond to these inquiries and to fulfill my fiduciary and statutory obligations, I respectfully request clarification on the following points:

- Whether meetings of this nature are permissible solely for information-gathering purposes, and what specific limitations apply;**
- Whether such meetings present risk under the New Mexico Open Meetings Act, including but not limited to concerns related to serial communications, pre-decision-making, or circumvention of public deliberation;**
- Whether best practices or legal guidance recommend that contract discussions be conducted in a public meeting, properly noticed work session, or exclusively through staff prior to council consideration;**
- Whether the selective inclusion of certain councilors, while excluding the remainder of the governing body, creates legal, procedural, or transparency concerns even in the absence of a quorum.**

Additionally, in my capacity as a Councilor, and for purposes of informed oversight and record completeness, I am requesting confirmation of what records were created or maintained in connection with this matter. Specifically, I seek clarification regarding the availability of:

- Any notes taken by the Village Clerk during the meeting;**
- The name of the company or companies present and any of their representative employees;**
- Any discussions or references to funding sources or budgetary considerations;**
- Copies of any handouts, proposals, presentations, or written materials provided by the company or the representatives to the Village;**
- Copies of any documents or materials provided by the Village to the company or any of their employees;**

• Any and all communications—whether by email, telephone, text message, or other electronic means—between the company and/or any of their representative employees and any Village staff, as well as communications with Mayor Chris Gillespie and Councilor Ronita Wood, related to this matter.

This request is made for the limited purpose of ensuring lawful process, preserving the integrity of council action, and protecting the Village from potential challenge or liability. I am not asserting any violation, but rather seeking guidance and documentation to ensure future actions are conducted in a manner fully consistent with statutory requirements and sound municipal governance.

Thank you for your attention to this matter. I would appreciate a written response for the record.

Respectfully,
Councilor Erica De Smet

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Mayor Gillespie,

All equipment for the gurney has been returned by the Peralta Fire Department. We appreciate their continued support, collaboration and cooperation.

Thanks,

Jason Schneider
Fire Chief
Bosque Farms Fire Department

From: Bosque Fire Dept Chief <bffd.chief@bosquefarmsnm.gov>
Sent: Wednesday, October 22, 2025 8:19 PM
To: Chris Gillespie <mayor@bosquefarmsnm.gov>
Cc: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Yvonne Maes <treasurer@bosquefarmsnm.gov>; J. Goar <J.Goar@bosquefarmsnm.gov>; A. Brogdon <A.Brogdon@bosquefarmsnm.gov>; ckersey13fire@gmail.com; firechief@townofperalta.org; Mark Jarmie <mjarmie@jarmielaw.com>
Subject: Re: Missing Gurney from our Rescue unit

Mayor Gillespie,

Loaning the gurney to Peralta was the right thing to do for them and our community. It was never lost or stolen and has always been accounted for. As you mentioned in your email, the rescue was abandoned and left for the fire department to deal with, so I made the decision to loan out the equipment to aid Peralta's department in their service to our community. You have described a process for receiving approval and I would request you point me to the specific policy or procedure that outlines the full detail of the process for approval and criteria for when it should be sought so I can ensure we avoid conflict like this in the future. As for responding to your email, I did that for the original September 15th request and should not be expected to be responsible for you not seeing it.

We have been in conversation with Peralta and they will be returning the gurney tomorrow. They need to borrow the charger and a restraint mechanism for a little longer until their remaining equipment is delivered. Once the inspection is scheduled, please respond to those on this email so a plan can be made to ensure all are aware and all needs are covered.

Jason Schneider
Fire Chief
Bosque Farms Fire Department

From: Chris Gillespie <mayor@bosquefarmsnm.gov>
Sent: Wednesday, October 22, 2025 4:41 PM

To: Bosque Fire Dept Chief <bffd.chief@bosquefarmsnm.gov>
Cc: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Yvonne Maes
<treasurer@bosquefarmsnm.gov>; J. Goar <J.Goar@bosquefarmsnm.gov>; A. Brogdon
<A.Brogdon@bosquefarmsnm.gov>; ckersey13fire@gmail.com <ckersey13fire@gmail.com>;
firechief@townofperalta.org <firechief@townofperalta.org>; Mark Jarmie
<mjarmie@jarmielaw.com>
Subject: RE: Missing Gurney from our Rescue unit

Chief Schneider,

This is the first time I have seen the email message you attached to your reply, my not having seen it before now, does not in any way excuse the fact that equipment belonging to the Village of Bosque Farms was loaned out without any request for permission to loan an expensive piece of our rescue unit out from either the office of the Bosque Farms Mayor, nor the office of the Bosque Farms Clerk/Administrator to my knowledge. Further, there was no conversation or indication that Bosque Farms EMS equipment of any type was being considered for loan, or to be utilized by any other municipality. Any contemplated action of that sort would have had to be placed on a monthly council meeting agenda for either discussion and/or action, to give you permission to execute the contemplated action and then voted on by Council prior to the action taking place or not based upon the vote of the council.

I first sent a message September 15th 2025 stating:

"Gentlemen,

It has been brought to my attention that the hydraulic gurney that is a part of our rescue unit is not on board, rather a manual gurney is on board, and the hydraulic unit that is supposed to be on board as equipped for service is not. That is a \$20,000.00 piece of equipment that needs to be accounted for. Please advise"

Had a response to that email, or the email I sent on Thursday, October 16, 2025 or a phone call placed, or a conversation been had in person to relay the information I asked for at any time between the 15th of September and the 16th of October the escalation would not have been necessary, and we would have had a much different conversation than we are having now. That said, if you have that permission or directive from someone who has the authority to obligate property of the Village of Bosque Farms outside of our own use for service provision by another entity documented somewhere I will need to see it at this time.

I am also Bcc'ing all councilors, as well, as they do need to be aware of this conversation.

Chris Gillespie,
Mayor, Bosque Farms NM

From: Bosque Fire Dept Chief <bffd.chief@bosquefarmsnm.gov>
Sent: Tuesday, October 21, 2025 6:43 PM
To: Chris Gillespie <mayor@bosquefarmsnm.gov>
Cc: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Yvonne Maes <treasurer@bosquefarmsnm.gov>; J. Goar <J.Goar@bosquefarmsnm.gov>; A. Brogdon <A.Brogdon@bosquefarmsnm.gov>; ckersey13fire@gmail.com; firechief@townofperalta.org
Subject: RE: Missing Gurney from our Rescue unit

Mayor Gillespie,

Let me start by answering the intent of your email. The gurney is not misplaced or stolen. As I explained to you over a month ago in the attached email, it was loaned to Peralta as they were and continue to be, the only rescue unit responding to calls for service within the Village of Bosque Farms. I will reiterate what I stated in the email again, if you would please outline the timeframe for the Bosque Farms rescue unit, we can work together with Peralta to have it returned in a timeframe that aligns with that plan.

Now let me address the tone and words you chose to use in your email. It is completely inappropriate for you to accuse and then threaten me or any member of the department. I have communicated the location previously and offered to help get it returned without any response from you or your office. I'm not sure if you ignored my email or overlooked it, but the fact that you would resort to these tactics in either case is unfortunate and despicable.

In the future, please refrain from making wild accusations and focus on communication and coordination so we can move everything forward. I have Bcc'd all the councilors as I think they should be aware of this exchange.

Jason Schneider
Fire Chief
Bosque Farms Fire Department

From: Chris Gillespie <mayor@bosquefarmsnm.gov>
Sent: Tuesday, October 21, 2025 4:55 PM
To: Bosque Fire Dept Chief <bffd.chief@bosquefarmsnm.gov>; J. Goar <J.Goar@bosquefarmsnm.gov>
Cc: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Yvonne Maes <treasurer@bosquefarmsnm.gov>
Subject: FW: Missing Gurney from our Rescue unit

All,

As stated below on the 16th, I need a response from the Fire Chief as to the status of the hydraulic gurney that should be in the Bosque Farms rescue unit. If no one there knows it's status or whereabouts, I will need a response to that effect within the next 48 hours, if none is received, then I will ask our detective to start an investigation into its theft from the fire department facility. That component of the Rescue Unit is roughly an up to \$28,000.00 piece of equipment and must be accounted for. The person, or persons who removed it, or

“loaned” it out have committed a Larceny at a minimum level of a third degree felony as the value is definitely more than \$2,500.00. In this case, Its loss would be the loss of the unit from the Rescue while in the safekeeping of the fire department and its personnel and therefore will be replaced by a purchase of a new one from fire department funds if it is not found and returned to the Bosque Farms Rescue unit within the next couple of days. Without the proper gurney, the Bosque Farms rescue unit is not properly equipped to pass the state inspection which is eminent as soon as the supplies are received and are inventoried onto the unit, as the gurney it has in it currently would not allow transport because it cannot be secured to the installed base in the Rescue.

I also need the keys for the Rescue returned to the unit, or delivered to the Clerk/Admin, Erica Martinez, or myself ASAP.

Chris Gillespie,
Mayor, Bosque Farms NM

From: Chris Gillespie
Sent: Thursday, October 16, 2025 4:10 PM
To: Bosque Fire Dept Chief <bffd.chief@bosquefarmsnm.gov>; J. Goar <J.Goar@bosquefarmsnm.gov>
Cc: Generic Clerk Admin <clerkadmin@bosquefarmsnm.gov>; Yvonne Maes <treasurer@bosquefarmsnm.gov>
Subject: Missing Gurney from our Rescue unit

Jason,

We are finally at the point of almost having all our licensing back together for the Rescue unit to again operate. The next steps are for Vernon to order the necessary supplies and drugs, and stock for the unit. Then we will need to have a state inspection of it and pass that inspection to get it back on the road. Part of that inspection will require the hydraulic operated gurney that belongs in that unit to be in place and operating also. If you have that stored somewhere it needs to be returned to the unit. If you do not know where that system is, then please let me know that as well.

Chris Gillespie,
Mayor, Bosque Farms NM

Memo

To: Village of Bosque Farms
From: Stelzner, Winter, Warburton, Flores & Dawes, P.A.
Date: January 28, 2026
Re: Legal Opinion Requested by Pro Tem DeSmet

FACTS:

The Mayor, Village Clerk and one member of the governing body met with State of New Mexico Department of Transportation (NMDOT) officials, including a NMDOT contractor regarding lighting and outages on Hwy. 47. Upon information and belief, no current or “proposed” vendors to the Village were present. NMDOT grant monies were also discussed. The meeting was held outside of Village Hall, in a public place.

Pro Tem DeSmet asked, and we respond as follows:

- 1. Is it “customary, advisable, or legally appropriate for the Mayor, a single Councilor, and the Village Clerk to attend meetings with a vendor or contractor to discuss a proposed Village contract outside of a duly noticed public meeting of the governing body.”**

Answer: In accordance with § 3-11-4 the mayor is the chief executive officer. The Mayor is responsible for causing "the ordinances and regulations of the municipality to be obeyed" [§3-11-4A, NMSA 1978]. This includes all personnel ordinances and regulations. Thus, as CEO, the Mayor is authorized by law to meet with contracted vendors. There is no prohibition against any member of the Village staff attending any such meeting. There is no prohibition against another single elected official also attending such meeting – so long as there is no quorum. (But see response to No. 4 below.) And, as CEO, the Mayor, along with the CPO and/or administrator, is also the most likely point of contact for any proposed and/or current vendor – especially proposed vendors that might be selected under the small purchases or sole source provisions of the State Procurement Code. “The state purchasing

agent or a central purchasing office shall conduct negotiations, as appropriate, as to price, delivery and quantity in order to obtain the price most advantageous to the state agency or a local public body.” NMSA Section 13-1-126(C).

2. Whether Pro Tem should have attended rather than another councilor.

Answer: The pro tem only acts in the absence of the Mayor. "3-12-3. GOVERNING BODY--POWERS AND DUTIES.-- A. The governing body of a municipality having a mayor-council form of government shall: (1) elect one of its members to act as mayor pro tem in the absence of the mayor;". "Absent" means not present in a place, at an occasion, or as part of something. For example and to be most clear, absent would not include the mayor attending a doctor's appointment during a regular work day or going to lunch.

Section 3-11-3 C. provides that "A member of a governing body presiding as the mayor pro tem shall retain the ability to vote as a member of the governing body but shall not vote as a mayor in the event of a tie vote as provided pursuant to Subsection B of this section."

In some cases, the pro tem may never have occasion to step in as chair. But, in other cases, where the mayor may be on vacation, on travel, or ill, the pro tem may act as chair until the mayor returns or – in the case of death or disability - a successor is appointed. I would expect the Mayor to let the governing body and/or pro tem know in advance if they are unable to attend a meeting.

3. Whether meetings of this nature are permissible solely for information-gathering purposes, and what specific limitations apply.

Answer: See answer above. However, I cannot recommend the Mayor, any member of the governing body or staff meet with proposed vendors prior to the issuance of an RFP for the purpose of discussing the RFP. If a contractor assisted in developing the solicitation or specifications for a specific project – that contractor may be restricted from bidding on that project to ensure impartiality. However, nothing precludes an elected official from informing a potential vendor that a procurement may be posted by the Village.

4. Whether such meetings present risk under the New Mexico Open Meetings Act, including but not limited to concerns related to serial communications, pre-decision-making, or circumvention of public deliberation.

Answer: So long as there is no quorum, there is no OMA violation. If the matter discussed had truly been with a vendor and not NMDOT, the potential that the councilor would have

to recuse could exist – if the contractor’s contract were to come before the Council and if there were truly a conflict of interest or appearance of a conflict as defined by the Governmental Conduct Act.

- 5. Whether best practices or legal guidance recommend that contract discussions be conducted in a public meeting, properly noticed work session, or exclusively through staff prior to council consideration;**

Answer: The Mayor is the CEO, and, again, the most likely point of contact – along with the CPO - with vendors. Contract negotiations generally don’t take place in an open meeting. In fact, the OMA specifically exempts the negotiation of the following in a public meeting: issuance, suspension, renewal or revocation of a license, collective bargaining strategy, discussion regarding the purchase of real property and water rights (See NMSA 10-15-1 (H)), and importantly:

.. a decision concerning purchases in an amount exceeding two thousand five hundred dollars (\$2,500) that can be made only from one source and the contents of competitive sealed proposals solicited pursuant to the Procurement Code ... during the contract negotiation process. NMSA 10-15-1(H)(6).

Of course, the actual approval of purchase of the item or final action regarding the selection of a contractor shall be made in an open meeting. NMSA 10-15-1(H)(6).

- 6. Whether the selective inclusion of certain councilors, while excluding the remainder of the governing body, creates legal, procedural, or transparency concerns even in the absence of a quorum.**

Answer: See response above.

- 7. You have also asked for records of the NMDOT meeting, you can certainly request and should be allowed to see such records.**
- 8. Whether a statement that “get the ball rolling” could bind the Village.**

Answer: No such statement can bind the Village. NMSA Section 37-1-23 grants immunity to governmental entities, excepting actions based on a valid written contract.

< Stelzner - GC Invoic... [edit icon] [menu icon]

/28/2026

Invoice No.29045

Page:2

February 28, 2026

		Rate	Hours	Amount
	emails with Nann Winter regarding same	250.00	1.30	325.00
	NMW review Granzberg requests; research same (note to law clerk); note to J. Dawes regarding exposure to harassment of volunteer employees; note to Erica regarding various searches; call with same; call with E. Martinez	250.00	1.20	300.00
02/08/2026	NMW note to and from Fire Chief; note to Erica regarding animal control issues	250.00	0.40	100.00
02/09/2026	ADC conducted legal research on New Mexico EMS training grants, the anti-donation clause of the New Mexico Constitution, and IPRA and criminal harassment	60.00	4.00	240.00
	JLD review email from Chief Owen	250.00	0.10	25.00
02/10/2026	JLD telephone conference with Nann Winter regarding upcoming hearing	250.00	0.20	50.00
02/11/2026	MGS review possibility of bringing criminal charges for excessive IPRA requests by citizen	250.00	1.20	300.00
	NMW call with M. Jamie regarding Dominguez; note to J. Dawes regarding same and Section 8.4 of Personnel Regs; review his letter; research Section 3-11-5 nmes; IPRA research; call with Erica M.; call with Erica regarding viewing of personnel file; confirm same	250.00	1.90	475.00
	JLD review and comment on notice to Dominguez; review applicable provision of the personnel policy in connection with same; emails with Chief Owen	250.00	0.70	175.00
02/12/2026	MGS review and research possible civil remedies against citizen filing voluminous IPRA requests	250.00	2.40	600.00
	NMW call with S. Chavez at Peralta; redraft Yucca and Fair Association agreements; call with Mayor, Yvonne and Erica; note to Chief regarding same; note to Chief regarding meeting; review research on harassment	250.00	3.90	975.00
	SEF review email correspondence with from Nann Winter and Michael Smith regarding continuing IPRA requests; draft response to same	230.00	0.30	59.00
	JLD prepare for and attend call with Chief Owen and Erica Martinez; review information provided by Chief Owen; review new Lexipol policies; research issues related to adoption of same; emails with Chief Owen	250.00	3.40	850.00
02/13/2026	NMW call with Councilor; note to S. Flores regarding Judges note; research "volunteer" as employee; review agenda; call with E. Martinez regarding			

/28/2026

Invoice No.29045

Page:3

February 28, 2026

From: Erica DeSmet
Sent: Tuesday, July 7, 2026 4:31 PM
To: Erica Martinez
Subject: Fw: Request for Written Clarification and Preservation of Record

Please add to exhibits for resolution of no confidence

Sent from my Verizon, Samsung Galaxy smartphone
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From: Erica DeSmet
Sent: Sunday, 18 January 2026 07:30:24
To: Chris Gillespie <mayor@bosquefarmsnm.gov>
Cc: Erica Martinez <clerkadmin@bosquefarmsnm.gov>; Nann Winter <nwinter@stelznerlaw.com>; Christine Barber <director@nmfog.org>
Subject: Request for Written Clarification and Preservation of Record

Mayor Gillespie,

I am writing to formally request written clarification and to preserve the public record regarding statements that have been attributed to you following the recent reorganization meeting on Jan 15, 2026—specifically, that you communicated with the Village Attorney about your desire to “file charges” against me based on my conduct during council meetings.

This request is made considering a series of events that occurred during that meeting, and an ongoing pattern of conduct that, in my view, has contributed to a hostile and intimidating environment since your appointment as Mayor.

For context and clarity, the following actions occurred during that meeting:

- I made a lawful motion to remove an agenda item concerning door-to-door sales. The motion was properly seconded, taken to a vote, and the item was removed by majority vote of the governing body.
- During the reorganization portion of the meeting, you attempted to nominate a Mayor Pro Tem. I cited applicable New Mexico statute and Village ordinance providing that the Mayor Pro Tem is elected by the Village Council from among its own members, not appointed by the Mayor.
- Following that clarification, the Village Council nominated one of its own members and lawfully voted on the Mayor Pro Tem position.
- The individual you attempted to nominate—who has served as Mayor Pro Tem since your appointment—was not elected by the Council.
- Pursuant to New Mexico statute and Village ordinance, the Village Council nominated and duly elected me as Mayor Pro Tem by majority vote.
- Your visible reaction to the Council’s lawful exercise of its authority was noted by those in attendance.

That same evening:

- I cast a “no” vote on the reappointment of the Police Chief, a lawful vote taken in my official capacity as an elected councilor.
- A newly seated councilor was present for his first meeting and personally heard statements attributed to you regarding filing charges against me.
- The Police Chief was present during this meeting and was within earshot of the statements attributed to you regarding filing charges against me.

Additionally, since your appointment:

- I have consistently fulfilled my statutory duties by requesting time to review contracts, ordinances, and other legal matters prior to Council action, responsibilities I have exercised since 2024.
- You have repeatedly addressed me by my first name rather than by my elected title during public meetings. On at least one occasion, I corrected this on the record and requested to be addressed as “Councilor DeSmet.”
- This is not the first instance in which you have sought to have charges pursued against an individual; a similar request was previously directed toward members of the Village Fire Department in September of 2025

Taken together, these facts raise serious concerns regarding retaliation for lawful motions, votes, and protected speech, as well as the potential intimidation of other council members—particularly a newly elected councilor—by suggesting that dissent or disagreement may result in punitive action.

For the avoidance of doubt and to ensure transparency, please provide a written response addressing the following:

1. Authority

Please identify the specific New Mexico statute, municipal ordinance, or other legal authority under which you believe you have the power to initiate, direct, or request disciplinary action, charges, or removal proceedings against an elected member of the governing body.

2. Nature of the Alleged “Charges”

Please clarify what you meant by “charges,” including whether you were referring to criminal, civil, administrative, ethical, or other proceedings, and whether any such action has been initiated or contemplated.

3. Role of the Village Attorney

Please confirm whether the Village Attorney was consulted in their capacity as counsel for the Village as an entity; whether the governing body authorized any such consultation; and whether the Village Attorney was asked to advise on action directed at me individually.

4. Basis for Any Alleged Misconduct

Please specify the conduct you believe constitutes actionable misconduct, including dates, descriptions, and the legal standard you contend applies.

5. Confirmation of No Retaliatory or Intimidating Intent

Please confirm that no action is being pursued, proposed, or threatened against me—or any other council member—based on:

- lawful motions or votes taken during a duly noticed public meeting;
- speech during duly noticed public meetings;
- enforcement or citation of New Mexico statute or Village ordinance; or
- disagreement with or opposition to your appointment or policy positions.

Participation in debate, criticism, and dissent are fundamental components of representative government. Any attempt to suppress or punish such conduct raises serious legal and ethical concerns under New Mexico law.

This request is made to preserve transparency, ensure compliance with state law, and prevent further escalation. Please provide your written response within five (5) business days.

Nothing in this correspondence shall be construed as a waiver of any rights or remedies available to me.

Sincerely,

Councilor Erica De Smet
Mayor Pro Tem, Village of Bosque Farms

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§ 7-3-10 Door-to-door sales.

A.

The practice of solicitors, hawkers, peddlers, itinerant merchants or transient vendors ~~(except newspapers)~~ going in or upon private premises in the Village, not having been requested or invited to do so by the owner or owners, occupant or occupants of such private residences, for the purpose of soliciting orders for the sale of goods, wares, merchandise or publications, other than newspapers as set out herein below, or for the purpose of disposing of or peddling or hawking the same, is hereby declared to be a nuisance, and such practices are prohibited by this Section 7-3 as constituting a nuisance.

B.

The provisions of this Section 7-3 shall not apply to the sale, delivery or soliciting of orders for newspaper publications, the sale of home services including pest control services (and related goods), and the provisions of this Section 7-3 shall not apply to the sale of or the soliciting of orders for the sale of milk, dairy products, poultry, eggs, and other farm or garden produce so far as the sale of the commodities named in this section are authorized by law.

**VILLAGE OF BOSQUE FARMS
RESOLUTION NO. 1092-26**

**A RESOLUTION ADOPTING AND APPROVING A FINAL BUDGET FOR THE
VILLAGE OF BOSQUE FARMS
FOR THE FISCAL YEAR 2027 (JULY 1, 2026-JUNE 30, 2027).**

WHEREAS, the Village of Bosque Farms Governing Body has previously developed a preliminary budget for fiscal year 2027, ending June 30, 2027; and

WHEREAS, said budget was developed on the basis of need and through cooperation between user departments, departmental supervisors, and elected officials; and

WHEREAS, the proposed final budget meets fiscal requirements as determined by the review of the fiscal year ending June 30, 2027.

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

1. The final Fiscal Year 2027 Budget ending June 30, 2027, is hereby adopted and approved.
2. The Governing Body of the Village of Bosque Farms respectfully requests approval from the State of New Mexico Local Government Division of the Department of Finance and Administration.

PASSED, APPROVED, and ADOPTED this 15th day of July 2026, in open session by the Village of Bosque Farms, New Mexico.

APPROVED:

(SEAL)

Chris Gillespie, Mayor

ATTEST:

Erica Martinez
Village Clerk/Administrator