VILLAGE OF BOSQUE FARMS

Post Office Box 660 Peralta, NM 87042

1455 West Bosque Loop Bosque Farms, NM 87068

Phone: (505) 991-6611 Fax: (505) 505-869-3342

Email:clerkadmin@bosquefarmsnm.gov



Sharon Eastman, Chair

Commission:
Dan Garrison
Joe J Hale
Michael Baber
Kevin Schaus

THE PLANNING & ZONING COMMISSION OF THE VILLAGE OF BOSQUE FARMS WILL HOLD ITS REGULAR MEETING ON MONDAY, OCTOBER 7TH, 2024 IN THE COUNCIL CHAMBERS, 1455 WEST BOSQUE LOOP, BOSQUE FARMS, NM AT 6:30PM.

CALL TO ORDER & ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PUBLIC COMMENT FOR NON-AGENDA ITEMS

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

DEPARTMENTAL REPORTS

CHAIR & COMMISSION REPORTS

COMMISSION TO REVIEW & TAKE ACTION PREVIOUS MINUTES

1. Attachment A- 09-09-24 Regular Meeting Minutes.pdf

<u>COMMISSION TO ENTER A PUBLIC HEARING REGARDING BLACK SHEEP</u> TATTOO STUDIO

COMMISSION TO EXIT PUBLIC HEARING AND TAKE ACTION ON APPROVAL OF BLACK SHEEP TATTOO STUDIO

2. Attachment B- BLACK SHEEP TATTOO STUDIO.pdf

COMMISSION TO REVIEW AND TAKE ACTION ON EXTENSION OF CONDITIONAL USE PERMIT FOR 355 SPENCER LN BOSQUE FARM, 87068

3. Attachment B Code Enforcement Report 355 Spencer LN.pdf

"PRESERVING RURAL AMERICA"

TIME AND PLACE OF NEXT MEETING

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS PLANNING & ZONING COMMISSION WILL BE HELD ON MONDAY, NOVEMBER 4TH, 2024.

ADJOURNMENT

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



MINUTES VILLAGE OF BOSQUE FARMS PLANNING & ZONING COMMISSION REGULARLY SCHEDULED MEETING MONDAY, SEPTEMBER 9, 2024 AT 6:30 P.M. COUNCIL CHAMBERS LOCATED 1455 WEST BOSQUE LOOP

1.	Call	to	Order
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Meeting called to order at 6:30PM

Please turn off cell phones or set to silent mode

2. Pledge of Allegiance

Commissioner Schauss lead the Pledge of Allegiance

3. Roll Call/Determination of Quorum

SE	✓	DG	✓	MB	√	KS	✓	JH	✓
Quoru		nt Ye	s No					_	

4. Approval of Agenda

A M	lotion	Approve	Approve the Agenda for September 9th 2024				
M	lade by:	Commissi Baber	oner	Commissioner Eastman-Yes Commissioner Garrison -Yes			
Se	Second by: Commissioner Garrison		oner	Commissioner Baber- Yes Commissioner Schauss- Yes			
M	lotion carried?	PASSED	FAILED	Commissioner Hale- Yes			

5. Public Comment

Rex Foutz commented on his dissatisfaction regarding the investigation of his neighbor 1680 Carpenter Drive who currently has a structure out of compliance with setbacks. Mr. Foutz presented a drawing an image regarding the structure.

Clerk Administrator Limon recapped the issue with the barn like structure and the dispute between Mr. Foutz and his neighbor. Clerk Administrator Limon is currently scheduling a secondary site visit to have code compliance measure the structure to prior to establishing a fine for building without a permit and authorizing the build itself.

Linda Gallegos spoke about access to the ditch bank near her property has caused frustration between her and her neighbors. Mrs. Gallegos is requesting that either the Village or the Conservancy close off that access so ATVs can no longer ride through the area.

6. Departmental Reports

Clerk Administrator Michael Limon shared information regarding the latest Hire for Code enforcement Fermin Otero.

Clerk Administrator Limon shared information regarding Kelly Liquor License renewal.

7. Chairwoman & Commission Reports

No reports given by the Chairwoman & Commission.

8. Commission to Review and Take Action on Previous Planning & Zoning Commission Meeting Minutes

Attachment A - 08-05-24 Draft Minutes.pdf

A C T I	Motion		rder time	utes listed 8-5-24 with corrections to missing e as well as the listing of agenda rather than		
N	Made by:	Commissioner Baber		Commissioner Eastman - Yes Commissioner Garrison -Yes		
	Second by:	Commissioner Garrison		Commissioner Baber - Yes Commissioner Schauss - Yes		
	Motion carried?	PASSED	FAILED	Commissioner Hale - Yes		

9. <u>Discussion regarding Permit N24-015 1857 Bosque Farms.</u>

Applicant did not appear for discussion regarding drainage and flooding in his property.

10. Commission to review and take action on conditional use permit application for 1275 Caballo LN.

Attachment B - Conditional Use Permit Application.pdf

Chairwoman Eastman announced her conflict of interest for item 10 due to her being the applicant. Co-Chair Garrison then proceed to head the meeting.

Chairwoman Eastman stated she is requesting for a Conditional use permit for her property to allow her son to stay on her land to utilize his help as a farm worker.

Commissioner Baber questioned that if Mrs. Eastman would be required to keep the RV in which her son would be staying in stationary, or could it be moved around the property?

Clerk Administrator Limon stated that his interpretation of the ordinance, that once approved Mrs. Eastman would be allowed to move the unit to where she pleases so long as there is no impact to the property and that the permit is updated with the location of the unit.

Motion	Approval of Conditional Use Permit for 1275 Caballo L			
Made by:	Commissioner Schauss	Commissioner Eastman – No Vote Commissioner Garrison - Yes		
Second by: Commissioner Hale		Commissioner Baber - Yes Commissioner Schauss - Yes		
Motion carried?	PASSED FAILED	Commissioner Hale - Yes		

11. Time and Place of Next Meeting

THE NEXT MEETING OF THE VILLAGE OF BOSQUE FARMS PLANNING & ZONING COMMISSION WILL BE HELD ON MONDAY, OCTOBER 4TH, 2024.

ADJOURNMENT

7:45 PM

Lic# 1530

Village of Bosque Farms Po box 660 Peralta, NM 87042



505-252-7222 pzadmin@bosquefarmsnm.gov

VILLAGE OF BOSQUE FARMS BUSINESS LICENSE APPLICATION

INITIAL APPLICATION

Applications must include copies of your state of New Mexico taxation and revenue department registration certificate and any state licenses issued for your business. Incomplete applications will not

be processed.
BUSINESS NAME AND INFORMATION SEP 1 1 2024
Name Black Sheep Tattoo Studio (dba) By
Business location 445 Bosque Farms bled GuiteB
Mailing Address (if different from above) 15 Bonitz Ullata blud lus Lunes um
Business phone 505-595-9320 Business email Martineze 28830 g mail
NM State Tax ID# (required) 525-49.3348 Board/License # BA-2024-0552
Business Start Date (Start Date in Bosque Farms)
OWNER INFORMATION
Business Owner (s) Eric Martinez
Address 15 Bouits Viste blod City 15 Cung State NM Zip 87531
Email Address Martinere 2463@ guyi Phone 505,595-9320
Proprietorship/ Sole Ownership Corporation LLC
Partnership Not for Profit Other
APPLICANT INFORMATION (IF DIFFERENT FROM OWNER)
Applicant (s) Esse Mertinez Phone 55-595-9320
Address 18 Boulth Vista 6 Vid City LL State NM Zip 87037
BUSINESS ACTIVITIES
DESCRIPTION OF SERVICES PROVIDED Professional tattoo
Is this activity new for this location? Yes No If yes what the previous use? First Young golf
Will there be any reconstruction or improvements made to the building Yes
For cashiers use only
Are there any existing signs on the premises of your building?
Do you intend to repair any existing signs or install any new ones Yes No



NEW MEXICO



DRIVER'S LICENSE

License s 123172680 ISSUED 11/17/2023 Date of Britin 08/28/1983 EXPIRES 11/16/2027 ERIC

15 BONITA VISTA BLVD LOS LUNAS, NM 87031

WEIGHT 205 SEX M CLASS D MODORSZASS ASSTRUCTIONS

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State of New Mexico

Board of Body Art Practitioners

HEREBY CERTIFIES THAT

Eric Martinez

HAVING GIVEN SATISFACTORY EVIDENCE OF THE COMPLETION OF PROFESSIONAL AND OTHER REQUIREMENTS PRESCRIBED BY LAW IS GRANTED A LICENSE TO PRACTICE IN THE STATE OF NEW MEXICO

Tattoo Artist

License No. BA-2024-0552

Issued 09/11/2024

Expires 09/11/2025

THIS LICENSE SHOULD BE CONSPICUOUSLY POSTED IN PLACE OF BUSINESS OR AS REQUIRED BY LAW

COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE (This "Lease") dated this 16th day of March 2023

BETWEEN:

11

Martinez Holdings, LLC (The "Landlord")

Mailing Address: P.O. Box 951, Peralta NM 87042

Telephone: (505) 869-9075

-AND--

Eric martinez

Mailing Address: 15 Bonita Vista Blvd., Los Lunas NM 87031

Telephone: (505) 595-9320

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease (The "Parties) agree as follow:

1. Definitions

When used in this Lease, the following expressions will have the meanings indicated:

- a. "Building": means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 445 Bosque Farms Blvd. Suite B, Bosque Farms, NM 87068, as from time to time altered, expanded or reduced by the Landlord in its sole discretion.
- b. "Common areas": those portions of the building's areas, buildings, improvements, facilities, utilities, equipment, and installations in or forming part of the building which from time to time are not designated or intended by the Landlord to be leased to Tenants of the building. Including and without limitation: exterior weather walls, roofs, entrances, and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above/below leasable premises not included within leasable

premises, security/alarm equipment, grassed/landscaped areas, retaining walls, maintenance/cleaning/operating equipment serving the building areas and lands, areas, buildings, improvements, facilities, utilities, equipment, installations, etc. which serve or are for the useful benefit of the building, Tenants of the building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building, and which are designated from time to time by the Landlord as part of the common areas and facilities.

- c. "Leasable area": means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed common areas and facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts, or other structural elements.
- d. "Premises": means the office space at 445 Bosque Farms Blvd. Suite B, Bosque Farms, NM 87068
- e. "Rent": means the total of the Base Rent.

2. Intent of Lease

It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning that the Tenant will pay the Base Rent.

3. Leased Premises

- a. The Landlord agrees to rent to the Tenant the office space municipally described as 445 Bosque Farms Blvd. Suite B, Bosque Farms NM 87068, (the "Premises"). The premises will be used for only the following permitted use (the "Permitted Use"): operating a business office. Neither the Premises nor any part of the Premises will be used at any time during the term of this Lease by Tenant for any purpose other than the Permitted Use.
- b. NO pets or animals are allowed to be kept in or about the Premises or in any of the common areas in the building containing the Premises.
- c. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicle may be parked in the Tenant's space.

4. Term

- a. The term of the Lease begins at 12:00 am on September 4, 2024, and ends at 11:59 pm on September 03, 2025.
- b. If both parties agree to extend this Lease after term expiration a Lease addendum will be signed with any changes to any terms and conditions noted.

5. Rent

- a. Subject to the provisions of the Lease, the Tenant will pay a Base Rent of \$900.00, payable per month, for the Premises.
- b. The Tenant will pay the Base Rent on or before the 1st day of each month of the term of this lease to the Landlord:

Martinez Holdings, LLC
P.O. Box 951
Peraita NM, 87042
Or in person at:
445 Bosque Farms Blvd. Suite A
Bosque Farms NM, 87068

- c. There will be a 5-day grace period, if the Base Rent is not paid later than the 5th of the month the Tenant will be charged a late fee in the amount of \$25.00 per day.
- d. It is agreed that if both parties wish to extend this Lease past the term, there will be a 3% increase to the Base Rent.

6. Deposit

a. A deposit in the amount of \$500.00 will be due at lease signing.

7. Use and Occupation

The Tenant covenants that they will carry on and conduct its business in such a manner as to comply with all statutes, bylaws, rules and regulations of any competent authority and will not do anything on or in the Premises in contravention of any of them.

8. Quiet Enloyment

The Landlord covenants that on paying the Rent and Performing the covenants contained in the Lease, the Tenants will peacefully and quietly have, hold and enjoy the premises for the agreed term.

9. Distress

If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

10. Overholding

If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month to month Tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month to month tenancy and a tenancy from year to year will not be created by implication of law.

11. Additional Rights on Reentry

If the Landlord reenter the Premises or terminates the Lease, then:

- a. Notwithstanding any such termination or the term thereby becoming forfeited and void the provisions of this Lease relating to the consequences of termination will survive.
- b. The Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon.
- c. The Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass.
- d. In the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord.
- e. The Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises.
- f. After reentry, the Landlord may terminate the Lease on giving 5 days written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease.
- g. The Tenant will pay the the Landlord on demand:
 - 1. All rent and other amounts payable under this Lease up to the time of the reentry or termination, whichever is later.

2. Reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized, including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting.

12. Renewal of Lease

Upon giving written notice no later than 60 days before the expiration of the term of this Lease, the Tenant may renew this Lease for an additional term. All terms of the renewed Lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. The Base Rent will be increased by 3% unless otherwise negotiated.

13. Tenant Improvements

The Tenant will obtain written permission from the Landlord before doing any improvements including but not limited to the following:

- a. Painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises.
- b. Removing or adding walls or performing any structural alterations.
- c. Changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating or cooling units.
- d. Placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose.
- e. Affixing to or erecting upon or near the Premises any radio, TV or Satellite antenna or tower.

14. Utilities and Other Costs

The Tenant is responsible for the direct payment of gas, electric, phone and internet utilities in relation to the Premises.

15. Insurance

- a. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of the Tenant's insurance agent regarding a Tenant's Policy of Insurance to protect their personal property.
- b. The Tenant is responsible for insuring the Premises for Liability insurance, listing the Landlord as additionally insured, for the benefit of Tenant and Landlord. The Tenant will provide prove of this insurance upon request. The Landlord is not responsible or liable for any injuries that occur on or near the premises.

16. Attorney Fees

All costs, expense and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant.

17. Governing Law

It is the intention of the Parties to this Lease that the performance under this Lease, and all suits and special proceedings under this lease, be construed in accordance with and governed by the laws of the State of New Mexico.

18. Severability

If there is a conflict between any provision of this Lease and the applicable legislation of the State of New Mexico (the 'Act'), the Act will prevail, and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into the Lease.

19. Assignment and Subletting

The Tenant will not assign the Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises without Landlord's prior written consent, which shall not be reasonably withheld.

20. Bulk Sale

No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord.

21. Maintenance

- a. The tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
- b. B. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent or visitor.
- c. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
- d. The Tenant will also perform the following maintenance in respect to the Premises: All signage.

22. Care and Use of Premises

- a. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises, or have the potential to cause property damage, injury or waste.
- b. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
- c. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other Tenants.
- d. The Tenant will not engage in any illegal trade or activity on or about the Premises.
- e. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

23. Surrender of Premises

At the expiration of the Lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements expected.

24. Hazardous Materials

The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

25. Rules and Regulations

The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot and other common facilities that are provided for the use of the Tenant in and around the building on the premises.

26. General Provisions

- a. Any Waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under the Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- b. This Lease will not extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.

c. Where there is more than one Tenant executing the Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.

WHEREBY the parties to this Lease have duly affixed their signatures as proof of agreement to the terms of this lease, respecting this as a legal and binding agreement.

LANDLORD:

TENANT:

Mike Martinez

Martinez Holdings, LLC

E. Mile May 3

DATE: 09/03/2024

DATE: 09/03/2024

VILLAGE OF BOSQUE FARMS

Post Office Box 660 Peralta, NM 87042

1455 West Bosque Loop Bosque Farms, NM 87068

Phone: (505) 869-2358 Fax: (505) 869-3342

Email: Clerkadmin@bosquefarmsnm.gov



Chris Gillespie, Mayor

Council: Ronita Wood Michael Cheromiah Erica DeSmet Tim Baughman

Code Enforcement Report Regarding 355 Spencer Lane

- Code Enforcement contacted the property owner on 10/02/24 in which Vince Otero led the operation to deliver citation of expired permit.
- Property Owner Rau Chavero answered RV door and allowed for Code enforcement to walk the premises.
- Mr. Chavero contacted Clerk Administrator on October 3rd, 2024, requesting that he be
 placed on Planning & Zoning Agenda for an extension due to funds being limited and
 house will take exactly one more month for completion.
- Property was reported to have 4 units living on property, after code enforcement
 investigations, Property owner sells the extra units that are vacant and proven to be via
 inspection and only has family in one Recreational Vehicle.
- Code Enforcement believes that applicant could complete home within one month if granted extension.
- Code enforcement has received reports of a porta potty on property, through investigation
 this was found untrue however owner has not connect RV to nearest grinder pump as
 requested in Permit.

"PRESERVING RURAL AMERICA"