



VILLAGE OF LOS LUNAS
REGULAR COUNCIL MEETING AGENDA
Thursday, August 6, 2026 | 6:00PM
Council Chambers | 660 Main Street
Los Lunas, NM, 87031

ATTENTION:

Village Council meetings are also streamed live via Microsoft TEAMS. You may connect with codes that are available on our website (www.loslunasnm.gov) and/or <https://www.loslunasnm.gov/meeting>.

The Village of Los Lunas Council is pleased to have residents of the community take time to attend Village Council Meetings. Attendance and participation is encouraged. Individuals wishing to be heard during Public Input and Public Hearing proceedings are encouraged to be prepared and will be ***limited to three (3) minutes*** to allow everyone the opportunity to be heard. *Public comments are expected to be constructive and devoid of character assassination.* Questions raised on non-agenda items may be answered at a later date to facilitate proper research. Written comments are welcome and should be given to the Village Administrator prior to the start of the meeting. Written materials will not be accepted during regular agenda items in the interest of time.

Please turn off or mute all electronic devices during the meeting. Your cooperation is appreciated.

- Call Meeting to Order
- Pledge of Allegiance
- Public Input Forum

Michael Jaramillo **1. Resolution of 26-15 Approving the execution of an Easement Purchase Agreement and Easement Agreement between the Village and New Mexico Gas Company**
Larry Guggino

TAB 1.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Michael Jaramillo **2. Resolution 26-17 Municipal Arterial Program (MAP) Los Lentos Rd NE Phase II**

TAB 2.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

3. Executive Session – pursuant to NMSA 1978 Section §10-15-1(H), the following matters may be discussed in closed session:

TAB 3.

- Offer to Settle Threatened Litigation regarding I. Pino v. Village of Los Lunas
- Hire Technical Support Specialist – Information Technology Department
- Hire Village Attorney – Legal Department
- Hire Parks Laborer – Parks Division – Parks & Recreation Department
- Hire Two (2) Firefighter/EMTs – Fire Department

Mayor Griego **4. Hire Technical Support Specialist**

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

If you are an individual with a disability who needs a reader, amplifier, 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 Deputy Clerk five (5) days prior to the meeting or hearing at (505) 839-3840.

Mayor Griego

5. Hire Village Attorney

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Mayor Griego

6. Hire Parks Laborer

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Mayor Griego

7. Hire Two (2) Firefighter/EMTs

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

8. Approval of Minutes.

TAB 4.

- a. Minutes from July 23, 2026, Council Meeting.

9. Adjournment.



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Resolution of 26-15 Approving the execution of an Easement Purchase Agreement and Easement Agreement between the Village and New Mexico Gas Company

Presenter:

Michael Jaramillo and Larry Guggino

Department:

Public Works

Meeting Date:

Click or tap to enter a date.

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The Village Council previously approved a relocation agreement with New Mexico Gas Company ("NMGCO"). As part of the Los Lunas Boulevard Project, NMGCO required a new easement over Village-owned property to relocate a natural gas transmission line west of Interstate 25. Village staff negotiated an Easement Purchase Agreement and an Easement Agreement to facilitate the relocation. NMGCO indicated that construction of the relocated facilities could not proceed until the agreements were executed.

The agreements were reviewed by Village staff, the Village Attorney, Molzen-Corbin, and the Mayor. Because of project-related time constraints and the risk of increased costs resulting from delays, the agreements were executed before they could be presented to the Council for approval.

Council action is requested to ratify the prior execution of the agreements and approve the granting of the easement.

POSSIBLE ACTIONS

- Approve item
- Approve item, with changes
- Deny item
- Postpone item to a future meeting (direct staff to conduct further research)
- Table item for future discussion (direct staff to conduct further research)
- No action at this time

STRATEGIC PRIORITIES ALIGNMENT

- ☒ I-25 Interchange/Los Lunas Boulevard Corridor Project
- ☐ Quality of Life Improvements
- ☒ Infrastructure Improvements
- ☐ Economic Development
- ☐ Personnel
- ☐ N/A

BUDGET IMPACT

The estimate of the total relocation cost the Village of Los Lunas may be responsible to pay for all three relocations is \$4,122,980.00

LEGAL REVIEW

☒ Yes, by: Laurence P. Guggino, Jr.

☐ Not applicable

ATTACHMENTS

1. Executed Easement Purchase Agreement;
2. Executed Easement Agreement; and
3. Resolution 26-15 Approving the Execution of the Easement Purchase Agreement and the Easement Agreement

PURCHASE AGREEMENT FOR THE GRANT OF A NATURAL GAS TRANSMISSION LINE EASEMENT

This Purchase Agreement for the Grant of a Natural Gas Transmission Line Easement (“**Agreement**”) is entered into between Village of Los Lunas, a political subdivision of the State of New Mexico (“**Seller**”), having an address of 660 Main Street NE, Los Lunas, New Mexico 87031, and New Mexico Gas Company, Inc., a Delaware corporation, its successors and assigns (“**Buyer**”), having its principal place of business at 7120 Wyoming Blvd. NE, Suite 20, Albuquerque, NM 87109. Both Seller and Buyer hereinafter collectively referred hereto as “**Parties**”.

WHEREAS, Seller owns that certain real property as identified on the attached **Exhibit A**, located in Valencia County, State of New Mexico (the “**Property**”);

WHEREAS, Seller is constructing the Los Lunas I-25 Interchange and East–West Corridor Project, within and without the corporate boundaries of the Village of Los Lunas, New Mexico a road corridor that runs east from the western most boundary of the I-25 Freeway across I-25 to the intersection of Highway 47 and Morris Road (“Los Lunas Blvd Project”);

WHEREAS, due to the construction of the Los Lunas Blvd. Project, Buyer is required to relocate its current natural gas transmission line from its current easement into a new easement located within the Los Lunas Blvd./I-25 southbound exit as shown on **Exhibit A-1** attached hereto to accommodate the completion of the Los Lunas Blvd. Project;

WHEREAS, the Easement is located within or under land used or reserved for public roadway purposes;

WHEREAS, the Easement is a non-exclusive easement for the sole purpose of the Buyer owning, operating, inspecting, maintaining, repairing, replacing, and relocating one (1) or more underground natural gas pipeline and customary appurtenances within the easement area described in **Exhibit B** attached hereto;

WHEREAS, Seller intends to construct public streets, sidewalks, utilities, drainage, and related public infrastructure within the Property (the “Seller’s Improvements”) which shall not interfere with Buyer’s Facilities;

WHEREAS, Seller retains full rights to use the surface and subsurface for roadway purposes not inconsistent with the Easement granted to Buyer herein; and

WHEREAS, Seller wishes to grant, subject to the terms of the terms of this Agreement and the Grant of Easement Agreement, to Buyer a perpetual, non-exclusive easement fifty feet (50') in width and approximately two hundred and forty-two feet (242') in length (containing approximately 12,100 square feet in area) across the Property for the purposes set forth below as more specifically described on the legal description and survey of the easement is shown on **Exhibit A-1** attached hereto.

NOW, THEREFORE, upon the mutual consideration described by this Agreement, including the covenants and promises contained herein including the recitals which are incorporated herein by reference and the Easement, which are relied upon by the parties and which constitute part and parcel of this Agreement, the receipt and sufficiency of which is acknowledged by the parties, the Seller and Buyer agree as follows:

1. **Consideration**. Buyer shall pay to Seller \$25,000.00 (“Payment”). In consideration of the Payment from Buyer to Seller, Seller agrees to execute the Agreement, execute a grant of easement, as

defined below, in favor of the Buyer. In addition, the Payment includes any damages caused by Buyer, including, damages caused by Buyer's due diligence activities, as defined below. Seller acknowledges the receipt and sufficiency of the consideration. Upon execution of the Agreement, Seller shall execute and grant to Buyer, a perpetual, non-exclusive easement pursuant, including access across the Property and access to the easement pursuant to the terms of this Agreement and the easement agreement attached hereto as **Exhibit B ("Easement")**. The Easement by the Seller conveys to Buyer a perpetual, non-exclusive right to construct, operate, maintain, repair and replace facilities for the transmission and/or distribution of natural gas and electronic information including, but not limited to any improvements, appurtenances and facilities related thereto; and access across the Property and the Easement for such purposes in accordance with the terms of this Agreement and the Easement. All physical property, including transmission and distribution lines, improvements, appurtenances are referred to as **"Facilities"**.

In connection with the Agreement:

- (a) Seller shall execute the Easement. Seller authorizes Buyer to record the Easement and the legal description and survey (drawing) attached hereto as **Exhibit A-1** in the real property records office of the Clerk of Valencia County, New Mexico.
- (b) Concurrently with the Seller's delivery of Seller's signature to the Agreement and the Easement Seller also agrees to deliver to Buyer the Seller's completed and executed Form W-9 containing Seller's tax identification number.
- (c) Upon receipt and approval by Buyer of the Agreement, and the Easement, NMGC shall tender the Payment to Seller within 30 days of such receipt and approval.
- (d) The Easement shall run with the Property. This Agreement shall survive the recording of the Easement. The Easement shall be binding on the Property and Seller together with any person or entity which has or claims an interest in the Property, including, Seller's mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming by, through or under them.

2. **Buyer Pre-Construction Access.** Seller authorizes Buyer and its employees, contractors, consultants, and agents (the **"Buyer Parties"**) to enter the Property prior to construction of the Facilities to perform surveys, land surveys, archeological, cultural, and biological surveys, engineering and feasibility studies, geotechnical studies, borings, and other evaluations, inspections and investigations that Buyer or the Buyer Parties, in their sole discretion, deem necessary or desirable in connection with the Easement and the rights granted therein (collectively, **"Due Diligence Activities"**). All Due Diligence Activities shall be solely at Buyer's expense. Buyer agrees to repair or pay for any damage to the Property caused by Buyer or any of the Buyer Parties in conjunction with the Due Diligence Activities, other than normal damage to Seller's Property, which estimated damage is incorporated into the total consideration. Buyer and the Buyer Parties shall comply with all applicable governmental requirements, including applicable laws, ordinances, and regulations.

3. **Seller Rights.** Seller shall have the right to use the Easement for normal farming and grazing purposes and to install and maintain fences (provided Buyer shall at all times have access through any such fence by means of a gate), and to install and maintain the Seller's Improvements, provided such uses do not interfere with Buyer's rights and permitted use of the Easement for the purposes described in the Agreement. Seller shall not, however, engage in any activity or grant any rights to third parties that would

interfere with Buyer's use of the Easement, including, without limitation, the drilling or operation of any well, construction of any building or other structure, changing of the existing grade, or installation of any utility or other line, main, conduit, fixture or other appurtenance within, under, upon or over the Easement, without in each case the prior written consent of Buyer. Seller acknowledges and agrees that during the initial construction of the Facilities or any significant maintenance or repair activities on the Facilities, Seller may not have access to or use of some portions of the Easement for any purpose so as to avoid interfering with such construction or other maintenance or repair work and, in order to allow Buyer to maintain the safety of persons and property during such construction, other maintenance activities, or repair work.

4. **Depth and Installation Standards .** The Facilities shall be installed at the applicable depth and in accordance with the standards required by the New Mexico Department of Transportation standard for the roadway classification.

5. **Future Relocation of Facilities.** Buyer acknowledges that the Property forms part of a developing transportation corridor and that future public improvements may require modification or relocation of the Facilities. If Seller determines that relocation, lowering, raising, casing, protection, replacement, modification, or adjustment of the Facilities is reasonably necessary to accommodate any roadway improvement, drainage facility, bridge structure, utility corridor, transportation improvement, public safety project, or other governmental purpose, Buyer and seller shall work cooperatively for the reasonable relocation of the Facilities and Seller shall reimburse Buyer for all costs of or incurred by Buyer to relocate the Facilities in accordance with applicable law. Nothing contained herein shall alter, expand, waive, or diminish any rights or obligations of either Party under applicable federal, state, or local law concerning responsibility for utility relocation costs.

6. **Restoration.** Buyer shall restore all disturbed pavements, structures, drainage, signage, striping, landscaping, and other improvements to equal or better condition as existed prior to the disturbing activities of Buyer.

7. **Abandonment.** Upon permanent abandonment of the Facilities, Buyer shall comply with applicable law and industry standards regarding the abandonment.

8. **No Exclusive Rights; Existing Encumbrances.** The Easement is nonexclusive. The Easement is granted subject to all matters of record and all existing utilities, easements, and rights-of-way. Buyer shall avoid conflicts and coordinate with affected utility owners.

9. **Seller Representations and Warranties.** Seller, for itself and its heirs, successors and assigns, represents, warrants and covenants to Buyer as of the date of recording of the Easement that:

(a) Seller is the sole and lawful owner of the Property in fee simple and has full right and power to enter into the Agreement and grant and convey the Easement as herein provided. The Agreement is binding and enforceable against Seller in accordance with its terms.

(b) To Seller's knowledge, neither the execution and delivery of the Agreement nor the recording of the Easement will (i) constitute a breach under any contract or agreement to which Seller is a party or by which Seller is bound or affected or that affects the Property or any part thereof or (ii) require that Seller obtain any consent, approval or authorization of, or make any declaration or filing with, any governmental authority or third party that has not been obtained or (iii) result in the creation of any lien, charge or encumbrance upon the Property.

(c) There are no actions, suits or proceedings of any kind pending or to the best of Seller's knowledge and belief, threatened against the Seller which relate to the Property or against the Property.

To the best of Seller's knowledge there are no pending or threatened condemnation actions affecting the Property or any violations with regard to any applicable law, regulation, ordinance, requirement, covenant, condition or restriction relating to the present use, occupancy or condition of the Property from any person, authority or agency having jurisdiction over the Property.

(d) Seller is not aware of any toxic or hazardous substances, material or wastes including, but not limited to, asbestos, lead, oil and petroleum products, and those substances within the scope of all federal, state and local environmental laws and ordinances including the Resource Conservation and Recovery Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Superfund Amendment and Reauthorization Act of 1986; and any and all local, state and federal laws, ordinances or regulations which address the subject (herein "**Hazardous Substances**"), located on, in, above, or under the Property. Neither Seller nor any of its affiliates have generated, recycled, reused, sold, stored, handled, transported or disposed of any Hazardous Substance on the Property during any period of time Seller has owned an interest in the Property. To the best of Seller's knowledge, the Property has never been used as a dump, landfill or other similar use, the Property has never had an above ground or an underground storage tank located on it, and the Property complies with all applicable local, state and federal environmental laws, regulations, ordinances or administrative or other judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport or disposal of any Hazardous Substances.

(e) Seller is not aware of any unpaid liens or assessments, or items which could result in a lien, related to the Property. No work has been performed or is in progress and no materials have been furnished at or to the Property that could give rise to mechanics', materialmen's or other liens against the Property.

(f) Seller is not a foreign person selling property as described in the Foreign Investment in Property Tax Act.

(g) There exist no recorded or unrecorded real estate contracts, installment sales agreements, options, rights of first refusal, contracts or similar rights of any kind affecting ownership to the Property.

(h) There are no adverse parties in possession of the Property or any part thereof.

(i) Seller has not: (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy, or received notice of the filing of any involuntary petition in bankruptcy against Seller; (iii) received notice of the appointment of a receiver to take possession of all or substantially all of Seller's assets; (iv) received notice of the attachment or other judicial seizure of all or substantially all of Seller's assets; (v) within 12 months preceding the date of the Agreement, admitted in writing its inability to pay its debts as they come due; or (vi) made an offer of settlement, extension or composition to its creditors generally.

(j) The Property currently is not under contract to be sold or conveyed in whole, or in part to any other party, and no party currently has a contract to purchase, an option to purchase, or first right of refusal to purchase the Property or Easement. Seller shall promptly notify Buyer of any existing, or new, contracts that may affect the conveyance of the Easement to Buyer. Seller's representations and warranties shall survive the recording of the Easement.

10. **Assignment.** Buyer shall have the unrestricted right to sell, assign, mortgage, convey,

contribute, lease or otherwise transfer all or any of its rights under the Agreement and the Easement at any time and from time to time. In the event of any such sale, assignment, conveyance, contribution, lease, or other transfer by Buyer of its interests in the Agreement (in whole or in part), Buyer shall be released from its obligations under the Agreement to the extent of such sale, assignment, conveyance, contribution, lease, or other transfer, provided that the purchaser, successor, assignee, lessee, Buyer, or transferee assumes all such obligations of Buyer under the Agreement.

11. **Controlling Agreements.** Buyer and Seller agree that no other agreements, written or verbal, exist between the parties to this transaction, and that the Agreement and the Easement supersede and replace any prior written or unwritten agreements between Seller and Buyer regarding the subject matter of the Agreement.

12. **Agreements Run with Land.** The Agreement together with the Easement shall run with the Property. The Agreement and the Easement shall be binding on the Property and Seller together with any person or entity which has or claims an interest in the Property, including, Seller's mortgagees, assignees, and respective successors and assigns, heirs, personal representatives, tenants or persons claiming by, through or under them.

13. **Governing Law and Disputes.** The Agreement shall be governed by and interpreted in accordance with the laws of the State of New Mexico. Seller and Buyer agree to first attempt to settle any dispute arising out of or in connection with the Agreement by good faith negotiation. If Seller and Buyer are unable to resolve amicably any dispute arising out of or in connection with the Agreement, each shall have all remedies available at law or in equity. In the event of any dispute in connection with the Agreement, the prevailing party shall be entitled to an award of its court costs and reasonable attorneys' fees. Exclusive venue for any dispute shall be the state or federal court located in New Mexico with jurisdiction over the Property.

14. **Eminent Domain.** Nothing contained herein shall be construed to limit the Buyer's or the Seller's authority under the Eminent Domain Code of the State of New Mexico to pursue any actions against the Property, the Seller for Buyer's purposes, or the Buyer for Seller's purposes.

15. **Indemnification.** Seller hereby agrees to indemnify, defend, protect and hold Buyer, its successors and assigns, harmless from and against any and all liabilities, demands, claims, judgments, damages, actions, or causes of action (collectively, "**Claims**") regarding the Property arising from facts or circumstances existing on or before the date of recording of the Easement or the breach or material inaccuracy of any of Seller's representations or warranties contained in the Agreement. Likewise, Buyer agrees to indemnify, defend, protect and hold Seller, its successor and assigns harmless from and against any and all Claims regarding the Easement arising out of and resulting from Buyer's negligence, except to the extent such facts and circumstances arise on account of Seller's negligence or willful misconduct. The indemnities provided under this paragraph shall survive the recording of the Easement.

16. **Mortgagees.** Seller hereby consents to Buyer contacting any lenders, mortgagees or other holders of liens or interests in the Property established prior to the recording date of the Easement (collectively, "**Mortgagees**") to secure a subordination and/or non-disturbance agreement from any Mortgagees in recordable form for the benefit of Buyer. Upon the request of Buyer, Seller agrees to fully cooperate with Buyer in order to secure a subordination and/or non-disturbance agreement from all Mortgagees.

17. **Multiple Counterparts.** The Agreement may be executed in multiple counterparts and,

when executed by all parties, shall constitute one agreement effective and binding on all parties. Photocopied or electronic copies of signatures on the Agreement shall constitute originals.

18. **Surface Owners Protection Act.** Seller shall promptly notify Buyer of any correspondence, documentation or notice related to mineral rights in, on or under the Property, including without limitation, any correspondence, documentation or notice under the Surface Owners Protection Act, NMSA 1978, Section 70-12-1 et. seq. Seller shall have the right to direct the response and negotiations with the mineral interest right holder with regard to the use of the surface of the Property or any other use that may affect Buyer's rights to use the Property as set out in the Agreement and Easement. Buyer shall be entitled to compensation from the mineral interest right holder or any bond posted by the mineral interest right holder for the cost of repairing or replacing Buyer's Facilities on the Property, and Seller shall reasonably cooperate with Buyer to obtain compensation for damage to Buyer's Facilities.

19. **Indemnity Savings Provision.** To the extent, if at all, a court of competent jurisdiction determines that Section 56-7-1, NMSA 1978 applies to any indemnification provisions in the Agreement, including certain types of insurance coverage as set forth in Section 56-7-1, NMSA 1978, such contractual indemnities shall not extend to liability, claims, damages, losses or expenses, including attorney fees, arising out of bodily injury to persons or damage to property caused by or resulting from, in whole or in part, the negligence, act or omission of the indemnitee or additional insured, as the case may be, its officers, employees or agents and shall further be modified, if required, by the provisions of Section 56-7-1(B), NMSA 1978.

[Remainder of page left intentional blank - Signature pages follow]

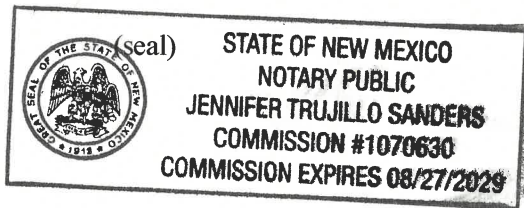
Village of Los Lunas, a political subdivision of the State
of New Mexico

Name: Charles Griley

As Its: Mayor

STATE OF NEW MEXICO)
) ss.
COUNTY OF VALENCIA)

This instrument was acknowledged before me on the 21st day of July 2026, by Charles Griego, the Mayor of Village of Los Lunas, a political subdivision of the State of New Mexico.



Notary Public
My Commission Expires: 8/27/2029

Buyer:

NEW MEXICO GAS COMPANY INC.,

By: _____

Name _____

As Its: _____

BUYER ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the _____ day of _____ 2026, by
_____, the _____ of NEW MEXICO GAS
COMPANY, INC, a Delaware corporation.

(seal)

Notary Public
My Commission Expires: _____

EXHIBIT A
Legal Description of Seller's Property

16.3033 acres of land, more or less, in Section 31, Township 7 North, Range 2 East, Valencia County, New Mexico, and being more particularly described in that certain deed dated September 20, 2023, from Huning LLC, a New Mexico Limited Liability Company, successor by conversion to Huning Limited Partnership, a/k/a Huning LLLP, a New Mexico limited partnership, the successor by conversion to Huning Limited Partnership, a New Mexico limited partnership and Huning LLC, a New Mexico Limited liability company to Village of Los Lunas, a political subdivision of the State of New Mexico, recorded under Instrument No. 202311090 of the Deed Records of Valencia County, New Mexico, to which reference is herein made for a more complete description.

VALENCIA COUNTY, NEW MEXICO SAN CLEMENTE GRANT

LEGAL DESCRIPTION

PROJECTED SECTION 31
TOWNSHIP 7 NORTH, RANGE 2 EAST
SAN CLEMENTE GRANT
THE NEW MEXICO PRINCIPAL MERIDIAN
VALENCIA COUNTY, NEW MEXICO

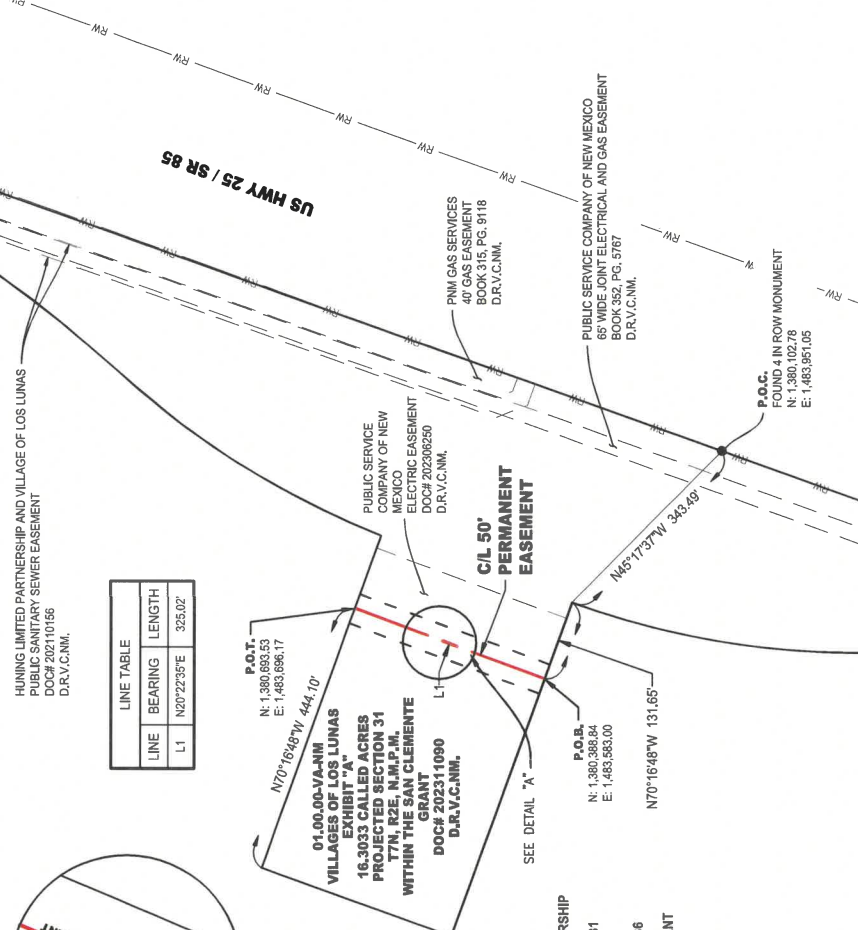
CENTERLINE DESCRIPTION OF A 50 FEET WIDE PIPELINE EASEMENT SITUATED IN A CALLED
16.3033 ACRE TRACT OF LAND WITHIN THE SAN CLEMENTE GRANT AS DESCRIBED IN DEED TO
VILLAGES OF LOS LUNAS, RECORDED IN DOCUMENT NUMBER 202311090, DEED RECORDS OF
VALENCIA COUNTY, NEW MEXICO, AND ALSO BEING WITHIN PROJECTED SECTION 31, TOWNSHIP
7 NORTH, RANGE 2 EAST, VALENCIA COUNTY, NEW MEXICO. SAID PIPELINE EASEMENT BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4-INCH RIGHT-OF-WAY MONUMENT IN THE WEST RIGHT-OF-WAY LINE
OF US HIGHWAY 25 STATE ROAD 85 (N. 1,380,102.78, E. 1,483,951.05);

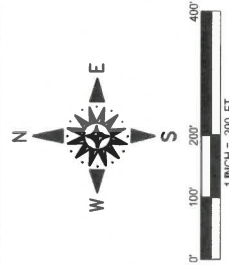
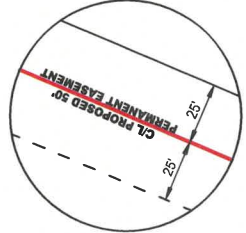
THENCE NORTH 46 DEGREES 17 MINUTES 37 SECONDS WEST, A DISTANCE OF 943.49 FEET TO AN
INTERIOR CORNER OF SAID 16.3033 ACRE TRACT;

THENCE WITH A SOUTH LINE OF SAID 16.3033 ACRE TRACT, NORTH 70 DEGREES 16 MINUTES 48
SECONDS WEST, A DISTANCE OF 131.65 FEET TO THE POINT OF BEGINNING (N. 1,380,388.84, E.
1,483,583.00) OF THE HEREN DESCRIBED EASEMENT;

THENCE NORTH 20 DEGREES 22 MINUTES 35 SECONDS EAST, A DISTANCE OF 325.02 FEET TO THE
POINT OF TERMINATION (N. 1,380,683.53, E. 1,483,686.17), FROM WHICH THE NORTHWESTERLY
CORNER OF SAID 16.3033 ACRE TRACT BEARS NORTH 70 DEGREES 16 MINUTES 48 SECONDS
WEST, A DISTANCE OF 444.10 FEET.

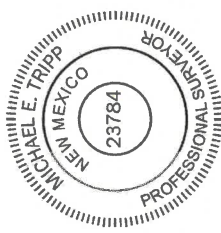


LINE TABLE		
LINE	BEARING	LENGTH
L1	N20°22'35"E	325.02'



LOCATION MAP
(NOT TO SCALE)

02.00.00-VA-NM
LANDS OF HUNTING LIMITED PARTNERSHIP
TRACT 1-A-A-2
PROJECTED SECTIONS 30 AND 31
T7N, R2E, N.M.P.M.
AND
PROJECTED SECTIONS 25 AND 36
T7N, R1E, N.M.P.M.
WITHIN THE SAN CLEMENTE GRANT
872.8126 CALLED ACRES
CABINET M. PG. 349
D.R.V.C.NM.



5/1/2025

Michael E. Tripp

CERTIFICATION

I, MICHAEL E. TRIPP, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS
PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND TO THE
BEST OF MY KNOWLEDGE IS TRUE AND CORRECT, MEETING THE MINIMUM STANDARDS FOR SURVEYING IN
NEW MEXICO. THIS PLAT IS NOT A BOUNDARY SURVEY NOR SUBDIVISION OF LAND AS DEFINED IN THE NEW
MEXICO SUBDIVISION ACT.

MICHAEL E. TRIPP, NEW MEXICO PS #23784

EASEMENT DATA

LENGTH = 325.02 FEET - 19.70 RODS
PERMANENT EASEMENT = 0.37 AC.

NOTES:

1. BASIS OF BEARINGS, NEW MEXICO COORDINATE SYSTEM
OF 1983. CENTRAL ZONE AS DETERMINED BY GPS OBSERVATION. ALL
DISTANCES AND COORDINATES ARE GRID VALUES.
2. THIS SURVEY WAS PREPARED WITHOUT THE USE
OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS THAT AFFECT
THE SUBJECT PROPERTY UNKNOWN TO SURVEYOR.
3. THE BOUNDARY LINES SHOWN HEREON, WERE COMPILED FROM A LIMITED
SURVEY OF THE SUBJECT PROPERTY AND ADJOINING PROPERTIES. THIS PLAT
DOES NOT CONSTITUTE A BOUNDARY SURVEY.
4. DESCRIPTION AND SURVEY PLAT WERE PREPARED FROM A SURVEY MADE ON
THE GROUND IN NOVEMBER, 2024.

LEGEND

- P.O.B. - POINT OF BEGINNING
- P.O.C. - POINT OF COMMENCEMENT
- P.O.T. - POINT OF TERMINATION
- CL - CENTERLINE
- CL EASEMENT
- TEMP. WORKSPACE
- EXISTING EASEMENT
- PROPERTY LINE
- ADJOINER LINE
- SECTION LINE
- EXISTING PIPELINE

PREPARED FOR



01.00.00-VA-NM

LOS LUNAS REPLACEMENT
NEW MEXICO GAS COMPANY
VILLAGES OF LOS LUNAS

VALENCIA COUNTY, NEW MEXICO

REV	DESCRIPTION	REVISION DATE	BY	CHKD	APPR	BY
C	ISSUED FOR ACQUISITION	05/01/25	SPB	SPB	MET	
B	ISSUED FOR REVIEW	04/15/25	TD	BH	MET	
A	ISSUED FOR REVIEW	01/07/24	WT	JBK	MET	

PROJECT NO.	DRAWING NO.
05, 05776,0000	B-MPG-01,00,00-VA-NM

SHEET	SCALE
1 OF 1	1" = 200'



1904 WEST GRAND
KATY, TEXAS 77449
(832) 300-6400
TEXAS SURVEYING FIRM
LICENSE: 10020700

K:\Projects\05,105776,0000 NMCG-Loe Lunas Replacement\DWG\Wks\Plots\B-MPG-01,00,00-VA-NM.dwg

NEW MEXICO GAS COMPANY
EASEMENT

THIS EASEMENT made this _____ day of _____, 20____ by and between

Village of Los Lunas, a political subdivision of the State of New Mexico

(Grantor) and NEW MEXICO GAS COMPANY, INC., a Delaware corporation (Grantee), and its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration pursuant to a Purchase Agreement for the Grant of a Natural Gas Transmission Line Easement of even date herewith and incorporated herein in its entirety, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain one or more gas pipelines for the transmission and distribution of natural gas and facilities for other related communication purposes, including but not limited to, lines, cables, conduits and other equipment, fixtures, appurtenances and structures (all of which are herein collectively referred to as "facilities") necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the easement to extend services to customers of Grantee and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in VALENCIA County, New Mexico, and which lands are more particularly described as follows, to wit, and which easement within the lands is more particularly described on the easement survey attached to this easement as "Exhibit A":

16.3033 acres of land, more or less, in Section 31, Township 7 North, Range 2 East, Valencia County, New Mexico, and being more particularly described in that certain deed dated September 20, 2023, from Huning LLC, a New Mexico Limited Liability Company, successor by conversion to Huning Limited Partnership, a/k/a Huning LLLP, a New Mexico limited partnership, the successor by conversion to Huning Limited Partnership, a New Mexico limited partnership and Huning LLC, a New Mexico Limited liability company to Village of Los Lunas, a political subdivision of the State of New Mexico, recorded under Instrument No. 202311090 of the Deed Records of Valencia County, New Mexico, to which reference is herein made for a more complete description.

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.
Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, **provided** that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which interferes with Grantee's exercise of the rights granted herein.
The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantee.

WITNESS _____ hand _____ and seal _____ this _____ day of _____, 20____

(SIGNATURE) _____ (SIGNATURE)

(SIGNATURE) _____ (SIGNATURE)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS
This instrument was acknowledged before me on _____, 20____
by _____
My commission expires:
(Seal)

FOR RECORDER'S USE ONLY

NMGC R/W NUMBER [] NMGC REFERENCE NUMBERS []

Notary Public
ACKNOWLEDGMENT FOR CORPORATION
STATE OF _____ }
COUNTY OF _____ } SS
This instrument was acknowledged before me on _____, 20____
by _____ (Name of Officer) _____ (Title of Officer)
of **Village of Los Lunas, a political subdivision of the State of New**
(Corporation=Acknowledgment)
a **New Mexico** corporation, on behalf of said corporation.
(State of Incorporation)
My Commission expires:
(Seal)

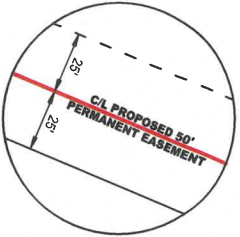
Notary Public



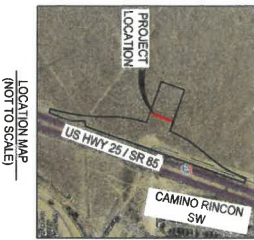
VALENCIA COUNTY, NEW MEXICO
SAN CLEMENTE GRANT

HUNTING UNITED PARTNERSHIP AND VILLAGE OF LOS LUNAS
PUBLIC SANITARY SEWER EASEMENT
DOC# 20211056
D.R.V.C.N.M.

LINE TABLE		
LINE	BEARING	LENGTH
L1	N07°23'55"E	325.02'



DETAIL "A"
NOT TO SCALE



02.00.00-VA-NM
LANDS OF HUNTING UNITED PARTNERSHIP
TRACT 1-A-4-A-2
PROJECTED SECTIONS 30 AND 31
T1N, R2E, N.M.P.M.
AND
PROJECTED SECTIONS 25 AND 36
T1N, R1E, N.M.P.M.
WITHIN THE SAN CLEMENTE GRANT
8728126 CALLED ACRES
CABINET M, PG. 349
D.R.V.C.N.M.

EASEMENT DATA
LENGTH = 325.02 FEET = 19.70 RODS
PERMANENT EASEMENT = 0.37 AC.

- NOTES:
1. BASIS OF BEARINGS: NEW MEXICO COORDINATE SYSTEM OF 1983. CENTRAL ZONE AS DETERMINED BY GPS OBSERVATION. ALL DISTANCES AND COORDINATES ARE GRID VALUES.
 2. THIS SURVEY WAS PREPARED WITHOUT THE USE OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS THAT AFFECT THE SUBJECT PROPERTY UNKNOWN TO SURVEYOR.
 3. THE BOUNDARY LINES SHOWN HEREON, WERE COMPUTED FROM A LIMITED SURVEY OF THE PROPERTY. NO ADJACENT PROPERTIES, THIS PLAT DOES NOT CONSTITUTE A BOUNDARY SURVEY.
 4. THE GROUND IN NOVEMBER, 2024.

- LEGEND
- P.O.B. - POINT OF BEGINNING
 - P.O.C. - POINT OF COMMENCEMENT
 - P.O.T. - POINT OF TERMINATION
 - C/L - CENTERLINE
 - EXISTING LIMITS
 - EXISTING EASEMENT
 - PROPOSED EASEMENT
 - ADJACENT LINE
 - SECTION LINE
 - EXISTING PRELIM

REV	DESCRIPTION	REVISION	BY	DATE
A	ISSUED FOR REVIEW	01/07/24	JRK	MEET

PREPARED FOR
New Mexico GAS COMPANY
A Natural Choice

01.00.00-VA-NM
LOS LUNAS REPLACEMENT
NEW MEXICO GAS COMPANY
VILLAGES OF LOS LUNAS
VALENCIA COUNTY, NEW MEXICO

PERCHERON
PROFESSIONAL,
SURVEYORS, L.L.C.
1904 WEST GRAND
PARKWAY N, SUITE 200
KATY, TEXAS 77449
(832) 300-6400
TEXAS SURVEYOR FIRM
LICENSE# 10020700

CERTIFICATION
I, MICHAEL E. TRIPP, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL GROUND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE IS TRUE AND CORRECT, MEETING THE MINIMUM STANDARDS FOR SURVEYING IN NEW MEXICO. THIS PLAT IS NOT A BOUNDARY SURVEY NOR SUBDIVISION OF LAND AS DEFINED IN THE NEW MEXICO SUBDIVISION ACT.

LEGAL DESCRIPTION
PROJECTED SECTION 31
TOWNSHIP 7 NORTH, RANGE 2 EAST
SAN CLEMENTE GRANT
THE NEW MEXICO PRINCIPAL MERIDIAN
VALENCIA COUNTY, NEW MEXICO

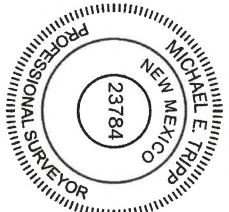
CENTERLINE DESCRIPTION OF A 50 FEET WIDE PIPELINE EASEMENT SITUATED IN A CALLED 16.3033 ACRE TRACT OF LAND WITHIN THE SAN CLEMENTE GRANT AS DESCRIBED IN DEED TO VILLAGES OF LOS LUNAS, RECORDED IN DOCUMENT NUMBER 202311090, DEED RECORDS OF VALENCIA COUNTY, NEW MEXICO, AND ALSO BEING WITHIN PROJECTED SECTION 31, TOWNSHIP 7 NORTH, RANGE 2 EAST, VALENCIA COUNTY, NEW MEXICO. SAID PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND 4 IN IRON MONUMENT IN THE WEST RIGHT-OF-WAY LINE OF US HIGHWAY 29 STATE ROAD 95 (N. 1,380,102.78; E. 1,483,951.05);

THENCE NORTH 45 DEGREES 17 MINUTES 37 SECONDS WEST, A DISTANCE OF 343.49 FEET TO AN INTERIOR CORNER OF SAID 16.3033 ACRE TRACT;

THENCE WITH A SOUTH LINE OF SAID 16.3033 ACRE TRACT, NORTH 70 DEGREES 16 MINUTES 48 SECONDS WEST, A DISTANCE OF 131.65 FEET TO THE POINT OF BEGINNING (N. 1,380,388.94; E. 1,483,983.00) OF THE HEREIN DESCRIBED EASEMENT;

THENCE NORTH 20 DEGREES 22 MINUTES 35 SECONDS EAST, A DISTANCE OF 325.02 FEET TO THE POINT OF TERMINATION (N. 1,380,693.53; E. 1,483,988.17) FROM WHICH THE NORTHWESTLY CORNER OF SAID 16.3033 ACRE TRACT BEARS NORTH 70 DEGREES 16 MINUTES 48 SECONDS WEST, A DISTANCE OF 444.10 FEET.



5/1/2025

Michael E. Tripp

MICHAEL E. TRIPP, NEW MEXICO PS 623194

NEW MEXICO GAS COMPANY
EASEMENT

THIS EASEMENT made this 27th day of July, 2026 by and between

Village of Los Lunas, a political subdivision of the State of New Mexico

(Grantor) and NEW MEXICO GAS COMPANY, INC., a Delaware corporation (Grantee), and its successors and assigns.

WITNESSETH:

Grantor, for and in consideration of the sum of One Dollar (\$1.00) in hand paid and other valuable consideration pursuant to a Purchase Agreement for the Grant of a Natural Gas Transmission Line Easement of even date herewith and incorporated herein in its entirety, the receipt of which is acknowledged, does hereby give, bargain, sell, grant and convey unto Grantee a perpetual easement to build, rebuild, construct, reconstruct, locate, relocate, change, remove, replace, modify, renew, operate and maintain one or more gas pipelines for the transmission and distribution of natural gas and facilities for other related communication purposes, including but not limited to, lines, cables, conduits and other equipment, fixtures, appurtenances and structures (all of which are herein collectively referred to as "facilities") necessary to maintain such facilities on, over, beneath, through and across the easement hereinafter described, together with free access to, from and over said easement, with the right and privilege of going upon, over and across adjoining lands of Grantor for the purposes set forth herein and with the right to utilize the easement to extend services to customers of Grantee and to trim and remove any trees, shrubs, bushes or vegetation and remove any structures which interfere with the purposes set forth herein. The easement granted herein is within lands situate in VALENCIA County, New Mexico, and which lands are more particularly described as follows, to wit, and which easement within the lands is more particularly described on the easement survey attached to this easement as "Exhibit A".

16.3033 acres of land, more or less, in Section 31, Township 7 North, Range 2 East, Valencia County, New Mexico, and being more particularly described in that certain deed dated September 20, 2023, from Huning LLC, a New Mexico Limited Liability Company, successor by conversion to Huning Limited Partnership, a/k/a Huning LLLP, a New Mexico limited partnership, the successor by conversion to Huning Limited Partnership, a New Mexico limited partnership and Huning LLC, a New Mexico Limited liability company to Village of Los Lunas, a political subdivision of the State of New Mexico, recorded under Instrument No. 202311090 of the Deed Records of Valencia County, New Mexico, to which reference is herein made for a more complete description.

Grantor hereby covenants that Grantor is the true and lawful owner of the land described herein.

Grantor shall have the right to use the above described easement for purposes not inconsistent with the rights hereby granted, **provided** that Grantor shall not erect nor construct any building, pool or other structure thereon, nor drill nor operate any well thereon, nor conduct any activity which interferes with Grantee's exercise of the rights granted herein.

The provisions hereof shall inure to the benefit of and bind the heirs, executors, mortgagees, lessees, tenants, successors and assigns of the parties hereto. Grantee shall have the unrestricted right to sell, transfer, assign, pledge, mortgage, lease, grant licenses or other use or occupancy rights with respect to, or otherwise dispose of, in whole or in part, any interest in the easement, and such assigns shall have the further right to convey, in whole or in part, the rights granted to them by Grantee.

WITNESS [Signature] hand 27th and seal July this 27th day of July, 2026 (SIGNATURE)

(SIGNATURE)

ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

This instrument was acknowledged before me on _____, 20____

by _____
My commission expires: _____
(Seal)

Notary Public

ACKNOWLEDGMENT FOR CORPORATION

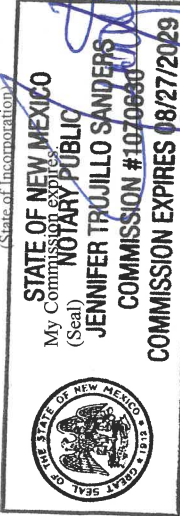
STATE OF New Mexico }
COUNTY OF Valencia } SS

This instrument was acknowledged before me on

by Charles Griego, 2026
(Name of Officer) Mayor (Title of Officer)

of Village of Los Lunas, a political subdivision of the State of New
(Corporation/Acknowledgment)

a New Mexico corporation, on behalf of said corporation.
(State of Incorporation)



FOR RECORDER'S USE ONLY

NMGC R/W NUMBER
NMGC REFERENCE NUMBERS

BASIS OF CENTRAL ZONE, NEW MEXICO COORDINATE SYSTEM
 OF 1983. DISTANCES AND COORDINATES ARE GIVE VALUES.
 THIS SURVEY WAS PREPARED WITHOUT THE USE
 OF A TITLE COMMITMENT. THERE MAY BE EASEMENTS THAT AFFECT
 THE SUBJECT PROPERTY UNKNOWN TO SURVEYOR.
 THE BOUNDARY LINES SHOWN HEREON, WERE COMPILED FROM A LIMITED
 SURVEY OF THE SUBJECT PROPERTY AND ADJOINING PROPERTIES. THIS PLAT
 DOES NOT CONSTITUTE A BOUNDARY SURVEY.
 DESCRIPTION AND SURVEY PLAT WERE PREPARED FROM A SURVEY MADE ON
 THE GROUND IN NOVEMBER, 2024.

REV	DESCRIPTION	REVISION DATE	BY	CHKD	BY	APPD	BY
C	ISSUED FOR ACQUISITION	05/01/25	SP8	SP8	SP8	MET	
B	ISSUED FOR REVIEW	04/15/25	TD	BH	BH	MET	
A	ISSUED FOR REVIEW	01/07/24	WT	JBK	JBK	MET	

05.105776.0000	B-MPG-01.00.00-VA-NM
PROJECT NO.	DRAWING NO.

VALENCIA COUNTY, NEW MEXICO

VILLAGES OF LOS LUNAS

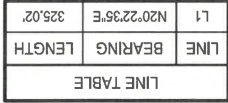
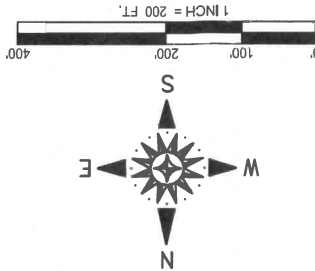
NEW MEXICO GAS COMPANY

LOS LUNAS REPLACEMENT

01.00.00-VA-NM

K:\Projects\05.105776.0000 NMGC-Los Lunas Replacemnt\DWG\DWG Misc\Plots\B-MPG-01.00.00-VA-NM.dwg

LANDS OF HUNTING LIMITED PARTNERSHIP
02.00.00-VA-MIN
TRACT 1-A-A-2
PROJECTED SECTIONS 30 AND 31
17N, R2E, N.M.P.M.
AND
PROJECTED SECTIONS 25 AND 36
17N, R1E, N.M.P.M.
WITHIN THE SAN CLEMENTE GRANT
872,8126 CALLED ACRES
CABINET "M", PG. 349
D.R.V.C.N.M.



HUNTING LIMITED PARTNERSHIP AND VI
PUBLIC SANITARY SEWER EASEMENT
DOC# 202110156
D.R.V.C.N.M.

LINE TABLE

LINE	BEARING	LENGTH
L1	N20°22'35"E	325.02'

US HWY 25 / SR 85

PERMANENT EASEMENT C/L 50'

P.O.B. N70°16'48"W 131.65'
E: 1,483,583.00
N: 1,380,388.84

P.O.T. N70°16'48"W 444.10'
E: 1,483,696.17
N: 1,380,693.53

EXHIBIT "A"
01.00.00-VA-NM
LAGES OF LOS LUNAS
3.3033 CALLED ACRES
SECTION 31
T7N, R2E, N.M.P.M.
IN THE SAN CLEMENTE
GRANT
D.R.V.C.N.M.,
DOC# 202311090

PUBLIC SERVICE COMPANY OF NEW MEXICO
ELECTRIC EASEMENT
DOC# 202306250
D.R.V.C.N.M.

PUBLIC SERVICE COMPANY OF NEW MEXICO
65' WIDE JOINT ELECTRICAL AND GAS EASEMENT
BOOK 352, PG. 5767
D.R.V.C.N.M.

P.N.M. GAS SERVICES
40' GAS EASEMENT
BOOK 315, PG. 9118
D.R.V.C.N.M.

P.O.C.
FOUND 4 IN ROW MONUMENT
N: 1,380,102.78
E: 1,483,951.05

PUBLIC LIMITED PARTNERSHIP AND VILLAGE OF LOS LUNAS
PUBLIC SANITARY SEWER EASEMENT
DOC# 202110156
D.R.V.C.N.M.

CERTIFICATION

PROJECTED SECTION 31

CENTURINE DESCRIPTION OF A 40 FEET WIDE PIPELINE EASEMENT SITUATED IN A CALLED 69.3033 ACRE TRACT OF LAND WITHIN THE SAN CLEMENTE GRANT AS DESCRIBED IN DEED TO VILLAGES OF LOS LUNAS, RECORDED IN DOCUMENT NUMBER 202311090, DEED RECORDS OF VALENCIA COUNTY, NEW MEXICO, AND ALSO BEING WITHIN PROJECTED SECTION 31, TOWNSHIP 18 NORTH, RANGE 2 EAST, VALENCIA COUNTY, NEW MEXICO, SAID PIPELINE EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A circular professional seal for a surveyor. The outer ring contains the text "MICHAEL E. TRIPP" at the top and "NEW MEXICO" at the bottom. The inner circle contains the text "PROFESSIONAL SURVEYOR" at the top and the license number "23784" in the center.

5/1/2025

1 MICHAEL E. TRAPP, A NEW MEXICO PROFESSIONAL SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS
2 BEST OF MY KNOWLEDGE IS TRUE AND CORRECT, MEETING THE MINIMUM STANDARDS FOR SURVEYING IN
3 NEW MEXICO. THIS PLAT IS NOT A BOUNDARY SURVEY NOR SUBDIVISION OF LAND AS DEFINED IN THE NEW
4 MEXICO SUBDIVISION ACT.

MICHAEL E. TRIPP, NEW MEXICO PS #23784

RESOLUTION NO. 26-15

A RESOLUTION RATIFYING AND APPROVING THE MAYOR'S EXECUTION OF AN EASEMENT PURCHASE AGREEMENT AND EASEMENT AGREEMENT WITH NEW MEXICO GAS COMPANY, APPROVING THE GRANT OF AN EASEMENT OVER VILLAGE PROPERTY, AND AUTHORIZING ALL ACTIONS NECESSARY TO COMPLETE THE TRANSACTION

WHEREAS, the Village of Los Lunas, New Mexico ("Village"), is a municipal corporation organized and existing under the laws of the State of New Mexico; and

WHEREAS, pursuant to NMSA 1978, §3-18-1(B) and (C), a municipality is authorized to enter into contracts and to acquire and hold real property; and

WHEREAS, pursuant to NMSA 1978, §3-12-3(A)(2) and (3), the Governing Body of the Village ("Village Council") possesses the powers granted by law to the Village and is charged with the management and control of municipal property and affairs; and

WHEREAS, the Village is entitled to dispose of real property having a value of less than twenty-five thousand dollars (\$25,000.00) in accordance with NMSA 1978, §3-54-1(A) without being subject to a referendum;

WHEREAS, the Village has determined that it is in the public interest and serves a valid municipal purpose to enter into a transaction involving the granting of certain easement rights as described in the Easement Purchase Agreement and Easement Agreement; and

WHEREAS, after reviewing an appraisal of the real property and the area of the easement being conveyed, the Village Council agrees and confirms that the value of the easement rights being conveyed are not greater than twenty-five thousand dollars (\$25,000.00); and

WHEREAS, on or about July 27, 2026, the Mayor executed an Easement Purchase Agreement between the Village and New Mexico Gas Company for the installation of an underground natural gas transmission line, concerning real property located in Valencia County, New Mexico; and

WHEREAS, on or about July 27, 2026, the Mayor executed an Easement Agreement granting an easement interest over certain Village real property, as more particularly described in the Easement Agreement; and

WHEREAS, the Village Council has reviewed the Easement Purchase Agreement, the Easement Agreement, and the terms of the transaction and finds that the transaction is fair, reasonable, supported by adequate consideration, and in the best interests of the Village; and

WHEREAS, the Village Council finds that the grant of the easement serves a lawful public and municipal purpose and constitutes an appropriate exercise of the Village's authority to manage municipal property and enter into contracts concerning municipal property interests; and

WHEREAS, the Village Council desires to ratify, approve, confirm, and adopt all actions previously taken by the Mayor and municipal staff in connection with the negotiation and execution of the Easement Purchase Agreement and Easement Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE VILLAGE OF LOS LUNAS, NEW MEXICO:

Section 1. Findings.

The foregoing recitals are hereby adopted as findings of the Village Council and are incorporated herein by reference.

Section 2. Approval of Disposal of Real Property.

Pursuant to NMSA 1978, §§ 3-54-1 et seq., NMSA 1978, and all other applicable authority, the Governing Body hereby approves the sale, conveyance, grant, transfer, and/or disposition of the Village's interest in the real property and easement rights described in the Easement Purchase Agreement and Easement Agreement, and finds that such disposition serves a lawful municipal purpose, and authorizes the Mayor and Village Administrator to execute the Easement Purchase Agreement, the Easement Agreement, closing documents, certificates, and other instruments necessary to consummate the transaction. The Governing Body further finds that all procedural requirements for the disposal of municipal real property required by New Mexico law have been satisfied or shall be satisfied prior to closing and recordation of the conveyance documents.

Section 3. Ratification of Easement Purchase Agreement.

Pursuant to NMSA 1978, §§ 3-12-3 and 3-18-1, NMSA 1978, the Village Council hereby ratifies, approves, confirms, and adopts the Mayor's execution of that certain Easement Purchase Agreement dated July 27, 2026, including all exhibits, attachments, and related transaction documents.

Section 4. Ratification and Approval of Easement Agreement.

The Village Council hereby ratifies, approves, confirms, and adopts the Mayor's execution of that certain Easement Agreement dated July 27, 2026, including all exhibits, legal descriptions, and related documents incorporated therein.

Section 5. Approval of Grant of Easement.

The Village Council hereby approves the grant of the easement interest described in the Easement Agreement and finds that:

- A. The easement serves a valid public and municipal purpose;
- B. The grant of the easement is in the best interests of the Village;
- C. The easement is supported by adequate consideration and benefits the Village; and

D. The grant of the easement constitutes a lawful exercise of the Village's authority with respect to municipal property.

Section 6. Ratification of Prior Actions.

All actions previously taken by the Mayor, Village Administrator, staff, consultants, attorneys, engineers, and agents of the Municipality in connection with the negotiation, execution, processing, approval, and implementation of the Purchase Agreement, Easement Agreement, and related transaction documents are hereby ratified, approved, and confirmed in all respects.

Section 7. Authorization of Further Actions.

The Mayor, Village Administrator, and other appropriate municipal officials are authorized and directed to execute, acknowledge, deliver, record, and file any deeds, easements, certificates, consents, affidavits, closing documents, amendments, corrections, and other instruments necessary or convenient to effectuate the intent of this Resolution and to complete the transactions contemplated by the Easement Purchase Agreement and Easement Agreement.

Section 8. Effective Date.

This Resolution shall become effective immediately upon its adoption.

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

VILLAGE OF LOS LUNAS

By: _____
Charles Griego, Mayor

ATTEST:

Gregory D. Martin, Village Administrator/Clerk

(SEAL)

[Certification on following page]

CERTIFICATION

I hereby certify that the foregoing Resolution No. 26-15 was duly adopted by the Village Council of the Village of Los Lunas, New Mexico, at a duly noticed public meeting held on the ____ day of August 2026.

Gregroy D. Martin, Village Administrator/Clerk



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Resolution 26-17 Municipal Arterial Program (MAP) Los Lentos Rd NE Phase II

Presenter:

Michael Jaramillo

Department:

Public Works

Meeting Date:

August 6, 2026

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The New Mexico Department of Transportation has awarded the Village of Los Lunas Municipal Arterial Program (MAP) funds for roadway improvements to Los Lentos NE Phase II between Taylor Road to Trujillo Street; and the Village has agreed to provide matching funds at a percentage of 5% (\$196,737) of the total cost of \$786,949. The scope of the work is intended to improve the roadway condition of Los Lentos NE from Taylor Rd to Trujillo ST, including, asphalt replacement, pedestrian mobility and neighborhood access conditions.

POSSIBLE ACTIONS

- Approve item
- Approve item, with changes
- Deny item
- Postpone item to a future meeting (direct staff to conduct further research)
- Table item for future discussion (direct staff to conduct further research)
- No action at this time

STRATEGIC PRIORITIES ALIGNMENT

- ☐ I-25 Interchange/Los Lunas Boulevard Corridor Project
- ☐ Quality of Life Improvements
- ☒ Infrastructure Improvements
- ☐ Economic Development
- ☐ Personnel
- ☐ N/A

BUDGET IMPACT

The NMDOT funding agreement and agency funding resolution is attached for review and consideration for the FY 27 Budget.

LEGAL REVIEW

- ☐ Yes, by:
- ☒ Not applicable

ATTACHMENTS

Local Government Road Fund Cooperative Agreement
Budget Resolution

Contract No. _____
Vendor No. 0000054487
Control No. HW2L300418

MUNICIPAL ARTERIAL PROGRAM COOPERATIVE AGREEMENT

This Agreement is between the **New Mexico Department of Transportation** (Department) and **Village of Los Lunas** (Public Entity), collectively referred to as the “parties.” This Agreement is effective as of the date of the last party to sign it on the signature page below.

Pursuant to NMSA 1978, Sections 67-3-28 and 67-3-28.2, and State Transportation Commission Policy No. 44, and

Pursuant to the Public Entity’s resolution that assumes ownership, liability, and maintenance responsibility for the project scope, or related amenities, and required funding to support the Project identified herein, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to provide Local Government Road Funds to the Public Entity for the Project, as described on Control No. **L300418**, and the Public Entity’s resolution attached as **Exhibit C**. See:

Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements

The Project is a joint and coordinated effort for which the parties each have authority or jurisdiction. This Agreement specifies and delineates the rights and duties of the parties.

2. Project Funding.

- a. The estimated total cost for the Project is **Seven Hundred Eighty Six Thousand Nine Hundred Forty Nine Dollars and No Cents (\$786,949)** to be funded in proportional share by the parties as follows:

Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	
<u>FY 2027 Local Government Road Fund</u>	\$590,212	\$196,737	\$786,949
For the purpose stated above in Section 1.			
Total Project Cost \$786,949			

- b. The Public Entity shall pay all Project costs, which exceed the Total Project Cost.
- c. Any costs incurred by the Public Entity prior to this Agreement are not eligible for reimbursement and are not included in the amount listed in this Section 2.

3. The Department Shall:

Pay the Department's Share of Project Funding, as identified in Section 2, Paragraph a, to the Public Entity in a single lump sum payment after:

- a. Receipt of a cover letter requesting funds;
- b. Receipt of a Notice of Award (or Work Order) and Notice to Proceed;
- c. Receipt of Estimated Summary of Costs and Quantities;
- d. Verification of available Local Government Road Funds and Public Entity's local matching funds identified in Section 2, Paragraph a; and
- e. All required documents must include Department Project and Control Number.

4. The Public Entity Shall:

- a. Act in the capacity of lead agency for the Project described in Section 1.
- b. Be solely responsible for all proportional matching funds identified in Section 2. Certify that these matching funds have been appropriated, budgeted, and approved for expenditure prior to execution of this Agreement.
- c. Pay all costs, and perform and supply or contract for all labor and material, for the purpose as described in Section 1 and the construction work specified in the Project's plans.
- d. Advertise, let, and supervise Project construction, including to procure and award any contract in accordance with applicable procurement law, rules, regulations and ordinances.
- e. In accordance with project parameters, assume the lead planning and implementation role and sole responsibility for environmental, archaeological, utility clearances; railroad and Intelligent Transportation System (ITS) clearances; right-of-way acquisition; project development and design; and project construction and management.
- f. Cause all designs and PS&Es to be performed under the direct supervision of a Registered New Mexico Professional Engineer.
- g. Obtain all required written agreements or permits relating to any realignment of Public Entity's roads, when applicable, from all public and private entities.
- h. Initiate the preliminary engineering, survey, and all design activities, and coordinate Project construction.
- i. Consider provisions for pedestrian, bicycle and equestrian facilities in the Project design in accordance with NMSA 1978, Section 67-3-62.
- j. Initiate and cause to be prepared the necessary Plans, Specifications, and Estimates (PS&E) for this Project.
- k. Design the Project in accordance with **Exhibit A, "Minimum Design Standards"**, which is incorporated into this Agreement.
- l. Adhere to **Exhibit B, "Minimum Survey and Right of Way Acquisition Requirements"**, which is incorporated into this Agreement.
- m. Comply with **Exhibit D, "Construction Phase Duties and Obligations"**, which is incorporated into this Agreement.
- n. Make no changes in design or scope of work, unless for safety reasons and with documented approval of the Department.
- o. Allow the Department to inspect the Project to confirm that the Project is constructed in

accordance with the provisions of this Agreement. Disclosures of any failure to meet such requirements and standards, as identified by the Department, will result in termination of this Agreement, for default, including without limitation its costs for funding, labor, equipment, and materials.

- p. Complete the project within twenty-four (24) months of approval of funding by the State Transportation Commission.
- q. Prior to Project construction, furnish the Department's District 3 Office the "**Certification of the Pre-Construction Contract Phase**" form, attached as **Certification No. 1**.
- r. Within thirty (30) calendar days of completion, furnish the Department's District 3 Office the "**Certification of Construction Phase**" form, attached as **Certification No. 2**.
- s. Within thirty (30) calendar days of completion, furnish the Department's District 3 Office the "**AS BUILT Summary of Costs and Quantities**" form, attached as **Certification No. 3**. The report should reflect the total cost of project as stated in "**Certification of Construction Phase**" form.
- t. Failure to timely provide **Certification Nos. 1, 2 and 3**, listed above, will be considered a material breach of this Agreement and Public Entity shall reimburse to the Department all funds disbursed in accordance with this Agreement.
- u. Upon completion, maintain all the Public Entity's facilities constructed or reconstructed under this Agreement.

5. Both Parties Agree:

- a. Upon termination of this Agreement any remaining property, materials, or equipment belonging to the Department will be accounted for and disposed of by the Public Entity as directed by the Department.
- b. Any unexpended or unencumbered balance from the Local Government Road Fund appropriated for this project reverts to the Department. These balances, if any, must be reimbursed to the Department within thirty (30) calendar days of project completion or expiration of this Agreement, whichever occurs first.
- c. This Project is not being incorporated into the State Highway System and the Department is not assuming maintenance responsibility or liability.
- d. Pursuant to NMSA 1978, Section 67-3-28.2, Local Government Road Funds granted under this provision cannot be used by the Public Entity to meet a required match under any other program.
- e. As applicable for state-funded projects, the provisions of the Tribal/Public Agency (T/LPA) State Funding Handbook (Current Edition), and for projects with federal funds, the provisions of the Tribal/Local Public Agency (T/LPA) Federal Funding Handbook (Current Edition), are incorporated by reference and control the contractual rights and obligations of the parties unless in conflict with the specific terms expressed in this Agreement or any amendments.

6. Term.

This Agreement becomes effective upon signature of all Parties. The effective date is the date when the last party signed the Agreement on the signature page below. This Agreement terminates on **June 30, 2028**. In the event an extension to the term is needed, the Public Entity shall provide through a duly authorized agent written notice along with detailed justification

to the Department sixty (60) calendar days prior to the expiration date to ensure timely processing of an Amendment.

7. Termination.

- a. If the Public Entity fails to comply with any provision of this Agreement, the Department may terminate this Agreement by providing thirty (30) calendar days written notice.
- b. The Department may terminate this Agreement if the funds identified in Section 2 have not been contractually committed within one year from the effective date of this Agreement.
- c. If sufficient appropriations and authorizations are not made, this Agreement will terminate immediately upon written notice of the Department to the Public Entity.
- d. Neither party has any obligation after termination, except as stated in Sections 4, 5, and 16.

8. Third Party Beneficiary.

It is not intended by any of the provisions of this Agreement to create in the public or any member of the public a third party beneficiary or to authorize anyone not a party to the Agreement to maintain suit for wrongful death(s), bodily and/or personal injury(ies) to person(s), damage(s) to property(ies), and/or any other claim(s) whatsoever pursuant to the provisions of this Agreement.

9. Liability.

As between the Department and Public Entity, neither party shall be responsible for liability incurred as a result of the 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, Section 41-4-1, *et seq.*, and other applicable law.

10. Contractors Insurance Requirements.

The Public Entity shall require contractors and subcontractors hired for the Project to have a general liability insurance policy, with limits of liability of at least \$1,000,000 per occurrence. The Department is to be named as an additional insured on the contractors and subcontractor's policy and a certificate of insurance and endorsements listing the Department as an additional insured must be provided to the Department and must state that coverage provided under the policy is primary over any other valid insurance.

To the fullest extent permitted by law, the Public Entity shall require the contractor and subcontractors to defend, indemnify and hold harmless the Department from and against any liability, claims, damages, losses or expenses (including but not limited to attorney's fees, court costs, and the cost of appellate proceedings) arising out of or resulting from the negligence, act, error, or omission of the contractor and subcontractor in the performance of the Project, or anyone directly or indirectly employed by the contractor or anyone for whose acts they are liable in the performance of the Project.

11. Scope of Agreement.

This Agreement incorporates all agreements, covenants, and understandings between the parties concerning the subject matter. All such covenants, agreements, and understandings have been merged into this Agreement. No prior Agreement or understandings, verbal or

otherwise, of the parties or their agents are valid or enforceable unless included in this Agreement.

12. Terms of this Agreement.

The terms of this Agreement are lawful. Performance of all duties and obligations must conform with and not contravene any state, local, or federal statutes, regulations, rules, or ordinances.

13. Legal Compliance.

The Public Entity shall comply with all applicable federal, state, and local laws, and Department regulations and policies in the performance of this Agreement, including, but not limited to laws governing civil rights, equal opportunity compliance, environmental issues, workplace safety, employer-employee relations and all other laws governing operations of the workplace. The Public Entity shall include the requirements of this Section 13 in each contract and subcontract at all tiers.

14. Equal Opportunity Compliance.

The parties agree to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the parties agree to assure that no person in the United States will, on the grounds of race, color, national origin, ancestry, sex, sexual preference, age, disability, or other protected class, be excluded from employment with, or participation in, any program or activity performed under this Agreement. If the Public Entity is found to not comply with these requirements during the term of this Agreement, the parties agree to take appropriate steps to correct these deficiencies, subject to Section 7 above.

15. Appropriations and Authorizations.

The terms of this Agreement are contingent upon sufficient appropriations and authorizations being made by the governing board of the Public Entity, the Legislature of New Mexico, or the Congress of the United States, if federal funds are involved, for performance of the Agreement. If sufficient appropriations and authorizations are not made by the Public Entity, Legislature of New Mexico, or the Congress of the United States if federal funds are involved, this Agreement will terminate upon written notice being given by one party to the other. The Department and Public Entity are expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered, and approved for expenditure.

16. Accountability of Receipts and Disbursements.

There shall be strict accountability for all receipts and disbursements relating to this Agreement. The Public Entity shall maintain all records and documents relative to the Project for a minimum of five years after completion of the Project. The Public Entity shall furnish the Department and State Auditor, upon demand, any and all such records relevant to this Agreement. If documentation is insufficient to support an audit by customarily accepted accounting practices, the expense supported by such insufficient documentation must be reimbursed to the Department within thirty (30) calendar days. If an audit finding determines that specific funding was inappropriate or not related to the Project, the Public Entity shall

reimburse that portion to the Department within thirty (30) calendar days of written notification.

17. Severability.

In the event that any portion of this Agreement is determined to be void, unconstitutional or otherwise unenforceable, the remainder of this Agreement will remain in full force and effect.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue is proper in a New Mexico Court of competent jurisdiction in accordance with NMSA 1978, Section 38-3-1(G).

19. Amendment.

This Agreement may be altered, modified, or amended only by an instrument in writing executed by the parties.

The remainder of this page is intentionally left blank.

In witness whereof, each party is signing this Agreement on the date stated opposite that party's signature.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____
Cabinet Secretary or Designee

Date: _____

Recommended By District 3

By: _____
District Engineer

Date: _____

Approved as to form and legal sufficiency by the New Mexico Department of Transportation's Office of General Counsel

By: _____
Assistant General Counsel

Date: _____

Village of Los Lunas

By: _____

Date: _____

Title: _____

Attest: _____

Name and Title

EXHIBIT A

Minimum Design Standards

1. The design shall provide for all facilities as required by law (ADA compliance, bicycle paths, etc.).
2. The pavement shall be designed for a 20-year life as a minimum for new construction or reconstruction, or for a 10-year life as a minimum for rehabilitation.
3. The following documents shall be used as a minimum in the design of this Project:
 - a. FHWA Manual of Uniform Traffic Control Devices, Current Edition as amended;
 - b. AASHTO A Policy on Geometric Design of Highways and Streets, Current Edition ("Green Book");
 - c. AASHTO Guide for the Development of Bicycle Facilities, Current Edition;
 - d. **DEPARTMENT'S** Regulations for Driveway and Median Opening on Non-Access Controlled Highways, Current Update;
 - e. **DEPARTMENT'S** Urban Drainage Design Criteria;
 - f. **DEPARTMENT'S** Geotechnical Manual, Current Update;
 - g. **DEPARTMENT'S** Action Plan;
 - h. **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook; Current Edition;
 - i. **DEPARTMENT'S** Handbook of Hazardous Waste Management, Current Edition;
 - j. **DEPARTMENT'S** Location Study Procedures;
 - k. AASHTO Guide to Design of Pavement Structures, Current Edition, and;
 - l. Other design publications as outlined in the **DEPARTMENT'S** Tribal/Public Agency State Funding Handbook.
 - m. The **Public Entity** may use **Public Entity** established local design standards if approved by the District Engineer, for each Project.

EXHIBIT B

Minimum Survey and Right of Way Acquisition Requirements

1. Establish and permanently reference stations and monuments.
2. Determine and record sufficient topography to assure all relevant landmarks are shown.
Include items such as buildings, sidewalks, driveways, walls, trees, etc.
3. Obtain and plot existing profile grade and cross-sections where necessary. Plot curb profiles as needed.
4. All utilities above and below ground and their owners shall be shown.
5. The surveyor shall verify, ascertain, and certify the right-of-way design plans.
6. All surveying and right-of-way mapping is to be performed in accordance with the **DEPARTMENT'S** Surveying Requirements, Current Edition, and Minimum Standards for Surveying, NMSA 1978, Sections 61-23-1 to 61-23-32.
7. All **DEPARTMENT** Right of Way Handbooks, particularly Right of Way Handbook (Current Edition, Local Public Agencies), shall be adhered to for all R/W operations, including Title Search, Property Survey, Right of Way Mapping, Appraisal, Appraisal Review, Acquisition (including donations), Relocation, and Right of Way Certification. Only qualified personnel may undertake Right of Way functions. **Public Entity** staff or consultants may not be used to perform any R/W functions unless the **Public Entity** certifies that each individual is qualified to perform each individual right of way activity, such as Title search, property survey, mapping, appraisal, etc. Right of Way operations shall conform to State statutes and Federal regulations. Future Federal funding for Project shall be jeopardized if right of way operations do not conform to State statutes and Federal regulations.
8. Obtain and prepare Title Reports that meet **DEPARTMENT** format and standards, for all affected R/W parcels.
9. Right of Way mapping shall be done in accordance with the "Attachment 2" checklist of the **DEPARTMENT'S** Right of Way Mapping Development Procedures Current Update. The surveyor shall verify and certify the checklist and the Right of Way maps.
10. Appraisals shall not begin until the **Public Entity** has 100% complete R/W maps. **Public Entity** or contracted (fee) appraisers shall not be used unless fully qualified.
11. Appraisal Reports shall be prepared in conformance with Federal and Statutes and regulations.

In no event shall the appraisal review function be contracted to a consultant. One purpose of appraisal review is to assure that the appraisal meets **DEPARTMENT** requirements prior to the initiation of acquisition.

12. **Public Entity** or contracted (fee) negotiators shall not be used unless fully qualified.
13. The **Public Entity** shall maintain all records and documents relating to the Right of Way acquisition for a minimum of five (5) years, and shall record all transfer of ownership documents with the County Clerk. **DEPARTMENT** personnel shall be provided access to Project R/W files upon reasonable notice.
14. The **Public Entity** shall furnish the **DEPARTMENT** with a written certification (R/W Certification) stating that Right of Way acquisition (and relocations, if applicable) has been performed in compliance with Federal and State laws and regulations.

EXHIBIT D
Construction Phase Duties and Obligations

1. The **Public Entity** shall be responsible for all construction engineering, including Project supervision, surveying, inspection and testing when surveying and testing are not contracting items.
2. The **Public Entity's** general conditions, standard drawings and specifications may be used if approved by the **DEPARTMENT'S** District Engineer.

CERTIFICATION NO. 1
CERTIFICATION OF THE PRE-CONSTRUCTION CONTRACT PHASE

Control No. L300418

I, _____, in my capacity as _____ of
_____ do hereby certify with reference to the aforementioned
Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the pre-construction phase requirements set forth in this Agreement.
2. That the design for this Project is in compliance with all state laws, rules, regulations, and local ordinances and in the rules and regulations of the **DEPARTMENT**.
3. The **Public Entity** (including, but not limited to, Temporary Construction Permits and Construction Maintenance Easements) has acquired that all necessary right(s)-of -way for the construction or reconstruction of this Project in compliance with the **DEPARTMENT'S Right of Way Handbook (Current Edition) Local Public Agencies**, and Exhibit B.
4. That all utilities within the location of this construction Project (check one or both of the following conditions):
____ a. have been relocated
____ b. are scheduled for relocation prior to or concurrent with construction of this Project and have been coordinated with the appropriate utility.
5. That the **Public Entity** has encumbered the necessary funds to complete the Project.
6. That the **Public Entity** has fully complied with the requirements of NMSA 67-3-62.
7. That roadway(s) and intersection(s) shall operate at a minimum Level of Service of C or D (LOS C or D) for the Projected 20 year design traffic volumes as specified in **A Policy on Geometric Design of Highways and Streets**, (Current Edition).
8. That traffic data collection, traffic projections, and traffic impact studies on this Project have been developed in conformance with the **DEPARTMENT'S New Mexico Traffic Survey and Standards** (Current Edition).
9. That no angle parking has been provided in this Project.

10. That the **Public Entity** has completed a (check, which of the following conditions exists):
 a. 20 year pavement design; or
 b. 10 year pavement design with provision for extending the pavement life to 20 years, and has incorporated it in the plans and specifications for this Project.
11. That the **Public Entity** has completed a Project drainage report, which meets the **DEPARTMENT’S** minimum drainage criteria as referenced in the **DEPARTMENT’S** Drainage Manual.
12. All drainage costs have been prorated between the **DEPARTMENT** and the **Public Entity** if applicable, according to the **DEPARTMENT’S** Drainage Policy and Administrative Memorandum (Current Update) and prorated calculations have been approved in writing by the **DEPARTMENT’S** Drainage Section.
13. That the **Public Entity** has completed all required Environmental Documentation and clearances for this Project using guidance contained in the **DEPARTMENT’S** Action Plan, (Current Edition).
14. That the **Public Entity** has completed all required Archaeological Documentation and clearances for this Project using guidance contained in the **DEPARTMENT’S** Action Plan, (Current Edition).
15. That the following attached Agreement(s) have been executed, when required, for construction or reconstruction of this Project (attach copies to this certification):
 - a. Lighting;
 - b. signalization;
 - c. storm sewer and lift station;
 - d. landscape;
 - e. road exchange; and
 - f. any other applicable agreements.
16. That the **Public Entity** has complied with and certifies compliance with all applicable provisions of Exhibit A.
17. That this certification procedure has been executed prior to advertisements for contract bids or commencement of this Project.

IN WITNESS WHEREOF, _____ in his/her
capacity as _____ of _____ does hereby
certify that the aforementioned matters stated herein are true to his/her knowledge and belief and
does hereby set his/her hand and seal this day and year specified below:

Village of Los Lunas

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 1 to:

District LGRF Coordinator
Department of Transportation

CERTIFICATION NO. 2

CERTIFICATION OF THE CONSTRUCTION PHASE

Control No. L300418

I, _____, in my capacity as _____ of _____ do hereby certify with reference to the aforementioned Project Control Number as follows:

1. That the **Public Entity** has complied with the terms and conditions of the construction phase requirements under this Agreement.
2. That the **Public Entity** has complied with and certifies that the Project plan complies with all publications identified in Exhibit A.
3. That all work in Control No. **L300418** was performed in accordance with the Agreement.
4. That the total Project cost of _____, with New Mexico Department of Transportation “**DEPARTMENT**” 75% share of _____ and the **Public Entity** share of _____ (as submitted in attached “As Built Summary of Costs and Quantities”) is accurate, legitimate, and appropriate for the Project.
5. That the construction of the Project was completed on _____ of _____, 20[#]

IN WITNESS WHEREOF, _____ in his/her capacity as _____ of _____ does hereby certify the aforementioned matters stated herein are true to his/her knowledge and belief and does hereby set his/her hand and seal this day and year specified below:

Village of Los Lunas

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
Public Entity Clerk

When completed, send Certification No. 2 to:

District LGRF Coordinator, Department of Transportation

CERTIFICATION NO. 3
AS BUILT SUMMARY
OF COSTS AND QUANTITIES
CONTRACT

ENTITY: _____ No.: _____ CN: _____

PROJECT No.: _____

TERMINI: _____

SCOPE OF
WORK:

[illegible]

Village of Los Lunas RESOLUTION 26-17

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Village of Los Lunas** and the New Mexico Department of Transportation have entered into a cooperative grant agreement under the Local Government Road Fund Program for a local road project.

WHEREAS, the total cost of the project will be **\$786,949** to be funded in proportional share by the parties hereto as follows:

CN L300418 Project Funding	Department Share	Public Entity Share	Total Project Cost
Funding Source 1	75%	25%	100%
<u>FY 2027 Local Government Road Fund</u> Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements	\$590,212	\$196,737	\$786,949

WHEREAS, the **Village of Los Lunas** shall pay all costs, which exceed the total project cost of **\$786,949**.

NOW THEREFORE, be it resolved in official session that **Village of Los Lunas** determines, resolves, and orders as follows:

- The project for this Cooperative Agreement is adopted and has a priority standing.
- The Cooperative Agreement terminates on **6/30/2028** and the **Village of Los Lunas** 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 the written agreement.
- The agent of the **Village of Los Lunas**, Charles Griego Mayor, shall have signature authority to bind the **Village of Los Lunas** to the terms and conditions of this Cooperative Agreement, and shall have authority to request in writing and secure extensions to the Cooperative Agreement on behalf of the **Village of Los Lunas** in the manner set forth by the Cooperative Agreement.

NOW THEREFORE, be it resolved by the **Village of Los Lunas** to enter into Cooperative Agreement for Project Control Number **L300418** with the New Mexico Department of Transportation for the LGRF Program for fiscal year **2027** for **North Los Lentes Phase II - Planning, Design, Construction, Reconstruction, Pavement Rehabilitation, Construction Management, Drainage and Misc. Improvements** within the control of **Village of Los Lunas** in the State of New Mexico.

PASSED, ADOPTED, AND APPROVED THIS ____ day of ____ 2026.

Charles Griego, Mayor

ATTEST:

Gregory D. Martin, Village Administrator

**MINUTES
VILLAGE OF LOS LUNAS
THURSDAY, JULY 23, 2026**

The Board of Trustees of the Village of Los Lunas, County of Valencia, and State of New Mexico met Thursday, July 23, 2026 in regular session at 6:00PM. Roll call was taken, and the following were present: Mayor Charles Griego, Councilor Gino Romero, Councilor Christopher Ortiz, Councilor James Runyon, & Councilor Matthew Chavez. The meeting was conducted in person and recorded through TEAMS.

Mayor:	Charles Griego
Mayor Pro Tem:	Christopher Ortiz
Council:	Matthew Chavez James Runyon Gino Romero

Also present were: Gregory Martin, Mykayla Moody, Luis Brown, and Craig Donohue. In accordance with Ordinance 114A, the following agenda was prepared and circulated as required:

- 1. Recognition of Sandy Schauer for 30 Years of Dedicated Service to the Village of Los Lunas**
- 2. 26-03-R 475 Sand Sage Rd NW Zone Map Amendment (Withdrawn)**
- 3. Memorandum of Agreement (MOA) Refuse Removal Los Lunas School District**
- 4. Resolution 26-12 Final Year End Budget Adjustments – FY 2026**
- 5. Resolution 26-13 Fourth Quarter Financial Report for Period Ending June 30, 2026**
- 6. Resolution 26-14 Fiscal Year 2027 Final Budget**
- 7. Approval of Donation/Disposition of Scott Safety Harnesses and Cylinders**
- 8. Consideration of Records Destruction for the Administration Department, Finance Department, DWI Program and Library Department**
- 9. EXECUTIVE SESSION:**
 - a. Hire Utility Billing Clerk – Utility Billing Division – Finance Department**
 - b. Hire Two (2) DWI Compliance Officers – LDWI Division – Administration Department**
 - c. Hire Code Enforcement Officer – Code Enforcement Division – Community Development Department**
 - d. Hire Technical Support Specialist – Information Technology Department**
 - e. Hire Streets Laborer – Streets Division – Public Works Department**
 - f. Hire Construction/Safety Inspector – Public Works Department**
- 10. APPROVAL OF MINUTES:**
 - a. Minutes from July 9, 2026, Council Meeting**
- 11. ADJOURNMENT.**

• **CALL MEETING TO ORDER.**

At 6:00PM, Mayor Griego brought the meeting to order and welcomed the audience.

• **PLEDGE OF ALLEGIANCE.**

Mayor Griego asked Sandy Schauer to lead the Council and TEAMS participants in the Pledge of Allegiance.

• **PUBLIC INPUT FORUM.**

Mayor Griego asked the audience if there was anyone who wanted to address the council that did not have an item on the agenda – there were none.

1. Recognition of Sandy Schauer for 30 Years of Dedicated Service to the Village of Los Lunas

Mayor Griego recognized Sandy Shauer for her 30 years of dedicated service to the Village of Los Lunas and presented her with a commemorative plaque in appreciation of her contributions to the community.

Mayor Griego highlighted Ms. Shauer's longstanding commitment to the Village through her work producing the Village newsletter, as well as her service on the Library Board and her involvement with local literacy efforts, including programs supporting adult literacy and English as a Second Language. He thanked her for her friendship, professionalism, and lasting impact on the community.

Ms. Shauer reflected on her career, sharing that she began working with the Village approximately 30 years ago alongside former Village Administrator Louie Huning. She explained that together they developed the Village newsletter to provide residents with

important local information that could not always be covered by the local newspaper. Ms. Shauer expressed her appreciation for the support she received from Village staff and residents throughout her career and noted that she was officially retiring from her role.

Members of the Council congratulated Ms. Shauer on her retirement and thanked her for her many years of dedicated service. Council members recognized the value of the Village newsletter in keeping residents informed, praised her professionalism and commitment to the community, and wished her continued success in her retirement.

2. 26-03-R 475 Sand Sage Rd NW Zone Map Amendment (Withdrawn)

Community Development Director **Alex Ochoa** informed the Council that the applicant had withdrawn the request for a Zone Map Amendment for the property located at **475 Sand Sage Road NW**. Mr. Ochoa explained that during staff's review of the property history, it was discovered that the Village's zoning map contained an error. Although the map identified the property as **SU (Special Use)**, the property's correct zoning designation was **M-1 (Light Industrial)**. Since the applicant had requested a rezoning to **M-1**, which was already the property's correct zoning classification, the requested zone change was unnecessary. As the item had been advertised as a public hearing, staff provided the explanation for the withdrawal, and no further action was taken by the Council.

3. Memorandum of Agreement (MOA) Refuse Removal Los Lunas School District

Public Works Director Michael Jaramillo presented a Memorandum of Agreement (MOA) between the Village of Los Lunas and Los Lunas Schools for refuse removal services at all school sites. He explained that the agreement included a modest rate increase based on the Consumer Price Index (CPI), noting that refuse collection rates for both commercial and residential customers had not been increased in approximately 15 years. Mr. Jaramillo stated that rising landfill fees, fuel costs, and other operational expenses made the adjustment necessary to help offset increasing costs while continuing to provide efficient service.

In response to Council questions, Mr. Jaramillo explained that while the proposed rate increase would not fully recover operating costs, it would help support the refuse collection program. He added that staff anticipates evaluating residential rate adjustments in the future as costs continue to rise. He further explained that staff is exploring the future collection of food waste from schools, which would require specialized equipment to safely transport the material in compliance with permit requirements. Council acknowledged the Village's efforts to maintain efficient operations while planning for future program enhancements.

Mayor Griego asked for a recommendation regarding the Memorandum of Agreement Refuse Removal Los Lunas School District

APPROVAL: Motion to approve the MOA with the Los Lunas Schools
MOVED: Councilor Ortiz
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

4. Resolution 26-12 Final Year End Budget Adjustments – FY 2026

Finance Director Cheryl Cates presented Resolution 26-12, approving the final year-end budget adjustments for Fiscal Year 2026. Ms. Cates distributed a revised resolution to Council, explaining that updates were necessary due to the delayed posting of utility billing information to the general ledger and the receipt of New Mexico Finance Authority (NMFA) June financial statements, which resulted in additional interest revenue requiring corresponding budget adjustments.

Ms. Cates provided an overview of the revisions across multiple funds, highlighting increases in revenues and expenditures to accurately reflect year-end activity. Significant adjustments included additional gross receipts tax revenue, increased expenditures in the Solid Waste Fund for major vehicle repairs and HVAC replacement, increased recreation expenditures due to expanded programming and instructor costs, infrastructure funding for local street improvements and I-25 lighting repairs, and the expenditure of all Law Enforcement Protection Fund (LEPF) monies in accordance with Department of Finance and Administration requirements. Additional adjustments were made to the Municipal Streets Fund, Local DWI Fund, Cannabis Fund, I-25 Interchange Fund, Impact Fee Fund, Employee Benefit Fund, Firefighter Fund, Cops for Kids Fund, and other special revenue funds to reconcile revenues, expenditures, and fund balances.

During Council discussion, Mayor Griego asked whether the recent increase in gross receipts tax revenue was largely attributable to ongoing construction activity along Los Lunas Boulevard. Ms. Cates responded that construction activity was the primary contributor and noted that future development, including the anticipated Meta project, could significantly increase revenues once construction

begins. Council discussed the potential for future mid-year budget adjustments to address increased revenues and prioritize future capital projects and community needs.

Mayor Griego asked for a recommendation regarding Resolution 26-12

APPROVAL: Motion to approve Resolution 26-12
MOVED: Councilor Runyon
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

5. Resolution 26-13 Fourth Quarter Financial Report for Period Ending June 30, 2026

Finance Director Cheryl Cates presented Resolution 26-13, the Fourth Quarter Financial Report for the period ending June 30, 2026. Ms. Cates explained that the report represented the year-end financial report for Fiscal Year 2026 and noted that the complete financial statements had been provided in the Council packet for review. She did not provide a formal presentation, as the report had been substantially covered during the discussion of the final year-end budget adjustments, but invited Council to ask any questions.

During discussion, Council inquired about the implementation of the Village's new financial software system. Ms. Cates reported that the system was operational but had experienced some expected conversion issues. She stated that staff, along with the software vendor, continued working diligently to resolve those issues and ensure the system functioned properly. Council acknowledged the progress made with the implementation and expressed appreciation for the Finance Department's efforts.

Mayor Griego asked for a recommendation regarding Resolution 26-13

APPROVAL: Motion to approve Resolution 26-13
MOVED: Councilor Ortiz
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

6. Resolution 26-14 Fiscal Year 2027 Final Budget

Finance Director Cheryl Cates presented Resolution 26-14, adopting the Fiscal Year 2027 Final Budget for the Village of Los Lunas. Ms. Cates reviewed the proposed budget, noting that projected revenues totaled \$252,747,853, an increase of approximately \$1.28 million from the interim budget, while projected expenditures totaled \$210,622,934. She explained that the changes reflected updated revenue projections, carryover projects from the previous fiscal year, grant awards, and adjustments based on revised funding information.

Ms. Cates highlighted several notable budget revisions, including carryover funding for water and sewer capital projects, the administration building, and MBR cassette improvements. Additional adjustments included increased Solid Waste expenditures, the removal of the New Mexico 6 and Sand Sage project and its corresponding General Fund transfer from the Local LIDA Fund, revised state funding for the Law Enforcement Protection Fund and Local DWI Fund, and carryover funding for the I-25 Interchange and Impact Fee funds. She also discussed park improvement funding, including carryover funding for River Park, a new Economic Development Trails Grant, and continued funding for the Los Cerritos Park project.

During Council discussion, members inquired about the status of several capital improvement projects. Staff reported that work on the Los Cerritos Park project had recently begun and was expected to take approximately three to six months to complete, while River Park improvements would continue as funding and project timelines allowed. Council also asked about the status of the Middle Rio Grande Conservancy District agreement related to the River Park trail improvements. Staff explained that the Conservancy District had approved the proposed trail improvements but requested that certain work be delayed until the end of the irrigation season. Additional discussion addressed ongoing water and sewer infrastructure projects and anticipated future needs as development continues throughout the Village

Mayor Griego asked for a recommendation regarding Resolution 26-14

APPROVAL: Motion to approve Resolution 26-14
MOVED: Councilor Romero
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

7. Approval of Donation/Disposition of Scott Safety Harnesses and Cylinders

Fire Chief John Gabaldon presented a request for approval to donate surplus Scott Self-Contained Breathing Apparatus (SCBA) harnesses and cylinders. Chief Gabaldon explained that the equipment had been purchased approximately ten years ago through a grant with a 50 percent local match at a total cost of \$57,037.50. Since the Fire Department has upgraded to newer SCBA equipment, the older units are no longer in service.

Chief Gabaldon stated that the department has 26 SCBA packs, and, if approved, 10 packs would be donated to another fire department where they could continue to be used effectively rather than being disposed of. Council discussed the location of the recipient department and recognized that the equipment would benefit a growing community. Council expressed support for donating the surplus equipment so it could continue to serve public safety purposes instead of remaining unused.

Mayor Griego asked for a recommendation regarding the Donation of the Scott Safety Harnesses and Cylinders

APPROVAL: Motion to approve the Donation of the Harnesses and Cylinders
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

8. Consideration of Records Destruction for the Administration Department, Finance Department, DWI Program and Library Department

Deputy Clerk Mykayla Moody presented the quarterly request for authorization to destroy records that have met or exceeded the required retention periods established by the New Mexico Records Retention Schedule.

Ms. Moody provided an overview of the records included in the request, which consisted of records from four departments. The Administration Department records included Council meeting and workshop recordings, Inspection of Public Records Act (IPRA) request files, special election records, and historical agendas and agenda packets. The Finance Department records included accounts payable records, purchasing records, employment applications, and other financial and administrative records that had satisfied their required retention periods.

The DWI Program records included eligible client files, grant records and supporting documentation, treatment records, and historical receipt books that had fulfilled the applicable retention requirements. The Library Department requested authorization to destroy eligible purchasing invoice records.

Ms. Moody explained that each department had reviewed its records, and she had also verified the records to ensure they met the applicable retention requirements prior to recommending destruction. She noted that this was part of the Village's ongoing records management process to ensure compliance with state retention requirements.

During discussion, Council inquired whether records would eventually become fully electronic or whether certain records would continue to require physical retention. Ms. Moody explained that while many records are maintained electronically, some documents, such as ordinances, agendas, and other official records, are still required to be retained in hard copy for archival purposes.

Mayor Griego asked for a recommendation regarding the destruction of records for the Administration Department, the Finance Department, the DWI Program, and the Library Department.

APPROVAL: Motion to approve the requested destruction of records
MOVED: Councilor Ortiz
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

9. *Executive Session.*

Mayor Griego requested a motion from the Council to enter into executive session pursuant to NMSA 1978, Section 10-15-1(H), for discussion of matters authorized to be considered in a closed session. 6:46PM

APPROVAL: Motion to enter into executive session
MOVED: Councilor Romero
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

At 7:34PM, Mayor Griego requested a motion from the Council to reconvene the meeting following executive session discussion.

APPROVAL: Motion to reconvene regular session
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Utility Billing Clerk – Mayor Griego recommended Marissa Rojas

APPROVAL: Motion to approve the hiring of Marissa Rojas
MOVED: Councilor Ortiz
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of Two (2) DWI Compliance Officers – Mayor Griego’s first recommendation: Destiny Romero

APPROVAL: Motion to approve the hiring of Joshua Ortiz
MOVED: Councilor Romero
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of Two (2) DWI Compliance Officers – Mayor Griego’ second recommendation: Joshua Anzures

APPROVAL: Motion to approve the hiring of Joshua Anzures
MOVED: Councilor Runyon
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Code Enforcement Officer – Mayor Griego recommended Jenae Wolfram

APPROVAL: Motion to approve the hiring of Jenae Wolfram
MOVED: Councilor Runyon
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Technical Support Specialist – Mayor Griego recommended Mercades Long

APPROVAL: Motion to approve the hiring of Mercades Long
MOVED: Councilor Chavez
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of Two (2) Streets Laborers – Mayor Griego’s first recommendation: Emmanuel Chavarria

APPROVAL: Motion to approve the hiring of Emmanuel Chavarria
MOVED: Councilor Chavez
SECONDED: Councilor Ortiz
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of Two (2) Streets Laborers – Mayor Griego’s second recommendation: Luis Ramirez

APPROVAL: Motion to approve the hiring of Luis Ramirez
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

Regarding the hiring of a Construction/Safety Inspector – Mayor Griego recommended Carlos Perea

APPROVAL: Motion to approve the hiring of Carlos Perea
MOVED: Councilor Chavez
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

10. MINUTES

Mayor Griego asked if there were any amendments/corrections to the July 9, 2026 Council Meeting minutes – there were none.

APPROVAL: Motion to approve the July 9, 2026 Council Meeting minutes
MOVED: Councilor Ortiz
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **4 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes; Councilor Ortiz – yes) AND 0 AGAINST.**

11. ADJOURNMENT.

Council meeting adjourned at 7:37PM.

Gregory D. Martin, Village Administrator

Charles Griego, Mayor