



VILLAGE OF LOS LUNAS
REGULAR COUNCIL MEETING AGENDA
Thursday, June 11, 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

Alex Ochoa

1. Ordinance 485 – Municipal Planning Commission

TAB 1.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Ginny Adame

2. Requesting permission to enter a contract with an individual for YSC coordination.

TAB 2.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Cynthia Shetter

3. Appointment of Library Advisory Board

TAB 3.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

John Gabaldon

4. Resolution 26-10 – Declaration of Extreme or Severe Drought Conditions and Fireworks Restrictions

TAB 4.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Michael Jaramillo

5. Acquisition of Sewer Easement to serve Plaza Luna Lofts Apartments

Larry Guggino

TAB 5.

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.

Michael Jaramillo
Wyatt Kartchner

6. Los Lunas Blvd A300962 Change Order #2

TAB 6.

ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Brittany Armijo
Michael Jaramillo

7. 2028-2032 Infrastructure Capital Improvement Plan (ICIP) Workshop

TAB 7.

ACTION REQUESTED OF COUNCIL: Informational

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

TAB 8.

- a. Offer to Settle Condemnation Litigation regarding VLL v. Roy D. Mercer, VLL v. Crowley, and VLL v. Prewitt
- b. Relocation Agreement between the Village of Los Lunas and Public Service Company (PNM)
- c. Hire Police Officer – Police Department
- d. Hire Assistant Systems Administrator – Information Technology Department
- e. Hire Zoning & Development Inspector – Planning Division – Community Development Department
- f. Hire Payroll & Benefits Specialist – Finance Department

9. Approval of Minutes.

TAB 9.

- a. Minutes from May 21, 2026, Council Meeting.

10. Adjournment.



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Ordinance 485 – Municipal Planning Commission

Presenter:

Alex Ochoa

Department:

Community Development Department

Meeting Date:

June 11, 2026

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

ORDINANCE 485

AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.36 – MUNICIPAL PLANNING COMMISSION.

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 ordinance proposes to increase the Planning and Zoning Commissioners' pay. The increase in pay has been accounted for in the FY 27 Community Development budget.

LEGAL REVIEW

- ☐ Yes, by:
- ☐ Not applicable

ATTACHMENTS

Draft Ordinance
Redlined Ordinance
Notice of Public Hearing Publication Ad Proof



VILLAGE OF LOS LUNAS ORDINANCE 485

AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.36 – MUNICIPAL PLANNING COMMISSION.

WHEREAS, the Village of Los Lunas is a legally and regularly created, established, organized, and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the Village Council has identified the need to review and update the powers and duties of the Municipal Planning Commission.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
VILLAGE OF LOS LUNAS, COUNTY OF VALENCIA, STATE OF NEW MEXICO
THAT, ORDINANCE 445 OF THE MUNICIPAL CODE BE AMENDED AS FOLLOWS.**

Chapter 2.36 – MUNICIPAL PLANNING COMMISSION

2.36.010 Municipal planning commission membership and appointments.

For purposes of this Chapter, the Municipal Planning Commission shall be referred to as the “Commission.” The Commission is also commonly referred to as the “Planning and Zoning Commission (P&Z)” in administrative documents and reports.

A. Membership:

1. The Commission is a five-member board of Village residents, consisting of four members appointed from each Village Council district and one at-large member. District members shall reside within the same geographic boundaries as the Village Council district from which they are appointed. The at-large member may reside anywhere within the Village.

B. Appointment:

The members of the Commission shall be appointed by the Mayor and affirmed by the Village Council to serve for the respective terms established by this chapter.

2.36.020 Term of office.

Members appointed to serve on the Commission shall serve two-year terms beginning on April 1 of the year of appointment and ending on March 31 two years thereafter. The terms shall be as follows:

A. Position Designation:

1. The five-member board shall consist of positions one through five. Positions one through four shall correspond to Village Council districts one through four, respectively, and position five shall be the at-large member.
 - a. Positions one, three, and five shall be appointed or reappointed during even-numbered years.
 - b. Positions two and four shall be appointed or reappointed during odd-numbered years.

B. Municipal Planning Commission Officers:

1. At its first meeting of each year, the Commission shall elect, by majority vote of the full membership, one of its members to serve as Chairperson and one member to serve as Vice-chairperson. The Chairperson shall preside over Commission meetings, and the Vice-chairperson shall act in the absence of the Chairperson or when they declare a conflict of interest.
 - a. Members elected as Chairperson and Vice-chairperson shall serve one-year terms.
 - i. The Chairperson or Vice-chairperson shall not serve more than two consecutive one-year terms; however, no limit is placed on the number of nonconsecutive terms a member may serve as Chairperson or Vice-chairperson, provided they are reappointed by Village Council.
 - b. The Chairperson and Vice-chairperson may take part in all deliberations and vote on all matters.
 - c. In the event both the Chairperson and Vice-chairperson are absent or have declared a conflict of interest on a matter, the remaining members shall elect a member to serve as acting Chairperson for that meeting or agenda item by majority vote of a quorum.

C. Vacancies:

1. If a vacancy occurs prior to the expiration of a member's term, the vacancy shall be filled for the remainder of the unexpired term.

D. Removal:

1. Any member of the Commission may be removed by the Mayor and affirmed by the Village Council for any of the following:
 - a. Failure to attend three consecutive meetings;
 - b. Failure to attend five meetings within a calendar year;
 - c. Cause related to the performance of duties, including but not limited to neglect of duties, misconduct, or violation of applicable laws, regulations, or policies.
2. Prior to removal, the Village Council shall hold a public hearing on the matter. The reason(s) for removal shall be stated in writing and made part of the public record before the removal becomes effective.

2.36.030 Meeting schedule, public hearings, and administrative duties.

The Commission shall hold at least one regular meeting each month.

A. Meeting Schedule:

1. The Commission shall approve an annual meeting schedule prior to the end of each calendar year for the following calendar year.

B. Public Hearings:

1. A quorum shall be present for the Commission to take action on any legislative or quasi-judicial application.
 - a. A quorum shall consist of a majority, being three of five members, excluding vacant seats.
 - b. Any member who has a personal interest or conflict of interest in any application or matter before the Commission shall abstain from participation and voting on such matters.
 - c. Legislative or quasi-judicial applications shall be decided by a roll call vote.
2. All official actions, recommendations, and decisions of the Commission shall be recorded by a written determination that contains findings of fact.
 - a. Such records shall be filed with the Community Development Department and maintained as public records.
3. The Community Development Department shall provide support to the Commission in the performance of its duties.

C. Administrative Duties:

1. The Commission shall adopt and maintain rules of procedure for the conduct of its duties, which may be amended from time to time.

2.36.040 Powers and duties.

A. General Authority:

1. The Commission shall exercise such powers and duties as are delegated pursuant to Chapter 3, Article 19 NMSA 1978, as amended, which sections and purposes are incorporated herein by reference and made a part hereof.
2. Additional powers and duties may be delegated and/or authorized pursuant to other relevant sections of the municipal code or as granted by the Village Council.

B. Advisory Authority:

1. The Commission shall review, study, and make recommendations to the Village Council on matters including, but not limited to:
 - a. The Village comprehensive plan (general plan) and amendments;
 - b. Land use regulations and amendments;
 - c. Subdivision regulations and amendments;
 - d. Annexations;
 - e. Minor subdivisions;
 - f. Plat vacations;
 - g. Designated use permits;
 - h. Zone map amendments;
 - i. Special use amendments;
 - j. Zoning ordinance amendments;
 - k. Other legislative or policy matters as required by the municipal code or as delegated by the Village Council.

C. Decision Authority:

1. The Commission shall hear and decide on matters including, but not limited to:
 - a. Appeals from any order, decision, requirement, or interpretation made by the Community Development Director or the Development Review Committee;
 - b. Interpretations of the zoning map, including zoning district boundaries where a mapping error or discrepancy exists;
 - c. Temporary dwelling permits;
 - d. Conditional use permits;
 - e. Preliminary plats;
 - f. Zoning variances;
 - g. Other quasi-judicial matters as required by the municipal code or as delegated by the Village Council.

2.36.050 Compensation.

- A. The Commission shall be compensated for each meeting attended as follows:
1. The Chair shall receive 25% of the current annual salary of the Mayor, including any future approved salary adjustments, which shall take effect at the beginning of the next fiscal year.
 2. Each member, other than the Chair, shall receive 25% of the current annual salary of a Village Councilor, including any future approved salary adjustments, which shall take effect at the beginning of the next fiscal year.

PASSED, APPROVED, SIGNED, AND ADOPTED THIS 11 DAY OF JUNE, 2026.

Charles Griego, Mayor
Village of Los Lunas

ATTEST:

Gregory D. Martin, Village Administrator
Village of Los Lunas



VILLAGE OF LOS LUNAS ORDINANCE 485

AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.36 – MUNICIPAL PLANNING COMMISSION.

WHEREAS, the Village of Los Lunas is a legally and regularly created, established, organized, and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the Village Council has identified the need to review and update the powers and duties of the Municipal Planning Commission; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE VILLAGE OF LOS LUNAS, COUNTY OF VALENCIA, STATE OF NEW MEXICO THAT, ORDINANCE 445 OF THE MUNICIPAL CODE BE AMENDED AS FOLLOWS.

Chapter 2.36 – MUNICIPAL PLANNING COMMISSION

2.36.010 Municipal Planning commission membership and appointments.

For purposes of this Chapter, the Municipal Planning Commission shall be referred to as the “Commission.” The Commission is also commonly referred to as the “Planning and Zoning Commission (P&Z)” in administrative documents and reports.

A. Membership:

1. There is a municipal planning cCommission to be composed ofis a five-member board of Village residents, of the village, consisting of four members appointed from each Village Council district and one at-large member. District members shall reside within the same geographic boundaries as the Village Council district from which they are appointed. The at-large member may reside anywhere within the Village.

B. Appointment:

The members of the municipal planning cCommission shall be nominated appointed by the mMayor of the village, and affirmedapproved by the vVillage cCouncil to serve for the respective terms established by this chapter.

2.36.020 Term of office.

Members appointed to serve on the ~~municipal planning c~~Commission shall serve two-year terms beginning on April 1 of the year of appointment and ending on March 31 two years ~~later thereafter~~. The terms ~~of the members of the municipal planning commission~~ shall be as follows:

A. Position Designation:

1. The five ~~member board positions~~ shall ~~be designated as~~consist of positions one through five. ~~Positions one through four shall correspond to Village Council districts one through four, respectively, and position five shall be the at-large member. Positions one through four shall be appointed from corresponding council districts one through four. Commissioners from districts one through four will be appointed from the district in which they reside. Position five is an at large position. All positions will be appointed by the mayor and affirmed by the village council.~~
 - a. ~~Positions one, three, and five shall be appointed or reappointed during even-numbered years.~~
 - ~~b.a.~~
 - ~~c.b.~~ Positions two and four shall be appointed or reappointed during odd-numbered years.

B. Municipal Planning Commission Officers:

1. ~~At its first meeting of each year, the Commission shall elect, by majority vote of the full membership, one of its members to serve as Chairperson and one member to serve as Vice-chairperson. The Chairperson shall preside over Commission meetings, and the Vice-chairperson shall act in the absence of the Chairperson or when they declare a conflict of interest.~~
 - a. ~~Members elected as Chairperson and Vice-chairperson shall serve one-year terms.~~
 - i. ~~The Chairperson or Vice-chairperson shall not serve more than two consecutive one-year terms; however, no limit is placed on the number of nonconsecutive terms a member may serve as Chairperson or Vice-chairperson, provided they are reappointed by Village Council.~~
 - b. ~~The Chairperson and Vice-chairperson may take part in all deliberations and vote on all matters.~~
 - c. ~~In the event both the Chairperson and Vice-chairperson are absent or have declared a conflict of interest on a matter, the remaining members shall~~

elect a member to serve as acting Chairperson for that meeting or agenda item by majority vote of a quorum.

C. Vacancies:

- 2.1. If a vacancy occurs in the prior to the expiration of a member'ship of the planning commission term, the vacancy shall be filled for the remainder of the unexpired term.

D. Removal:

1. Any Mmembers of the Commission may be removed by the Mayor and affirmed by the Village eCouncil at any time for any of the following:
 - a. fFailure to attend three consecutive meetings;
 - b. or for fFailure to attend thirty percent or more of the five meetings within any twelve month perioda calendar year;
 - c. or for any good eCause related to the performance of duties, including but not limited to neglect of duties, misconduct, or violation of applicable laws, regulations, or policies. Upon request of the member whose removal is being proposed, the council shall hold a hearing on the removal before it becomes effective.
- 3.2. Prior to removal, the Village Council shall hold a public hearing on the matter. The reason(s) for removal shall be stated in writing and made part of the public record before the removal becomes effective.

2.36.030 Meeting schedule, public hearings, and administrative duties.

The planning eCommission shall hold at least one regular meeting each month, ~~adopt rules for the transaction of business and keep a public record of its transaction, findings, resolutions and determinations.~~

A. Meeting Schedule:

1. The Commission shall approve an annual meeting schedule prior to the end of each calendar year for the following calendar year.

B. Public Hearings:

1. A quorum shall be present for the Commission to take action on any legislative or quasi-judicial application.
 - a. A quorum shall consist of a majority, being three of five members, excluding vacant seats.

A. General Authority:

1. The ~~municipal planning~~ Commission shall ~~exercise have~~ such powers and duties as are delegated pursuant to Chapter 3, Article 19 NMSA 1978, as are necessary to fulfill and perform its functions, promote municipal planning, carry out the purposes of NMSA 1978, §§ 3-19-1 through 3-19-12, as amended, which sections and purposes are incorporated herein by reference and made a part hereof.
- 1.2. Additional powers and duties may be delegated and/or authorized pursuant to other relevant sections of the municipal code or as granted by the Village Council.

~~B. It shall have authority to study and investigate the subject of municipal planning for the purpose of the formulation of a master plan, and shall make such surveys, as it deems necessary for the formulation of such master plan for the village.~~

~~C. The planning commission may make reports and recommendations for the planning and development of the village and its environs to all village authorities as required by the village council. Additionally the planning commission will make recommendations to the administrative and governing officials of the village for programs of public improvements and their financing.~~

B. Advisory Authority:

1. The ~~planning~~ Commission shall review, study, and make recommendations to the Village Council on matters including, but not limited to: or decide matters pertaining to zoning regulations, as specified by the Zoning Ordinance, Chapter 17.12 — Administrative Mechanisms, and shall hear and decide any other matter the planning commission is required to act upon by any other ordinance.
 - a. The Village comprehensive plan (general plan) and amendments;
 - b. Land use regulations and amendments;
 - c. Subdivision regulations and amendments;
 - d. Annexations;
 - e. Minor subdivisions;
 - f. Plat vacations;
 - g. Designated use permits;
 - h. Zone map amendments;
 - i. Special use amendments;
 - j. Zoning ordinance amendments;
 - k. Other legislative or policy matters as required by the municipal code or as delegated by the Village Council.

C. Decision Authority:

1. The Commission shall hear and decide on matters including, but not limited to:

- a. Appeals from any order, decision, requirement, or interpretation made by the Community Development Director or the Development Review Committee;
- b. Interpretations of the zoning map, including zoning district boundaries where a mapping error or discrepancy exists;
- c. Temporary dwelling permits;
- d. Conditional use permits;
- e. Preliminary plats;
- f. Zoning variances;
- a.g. Other quasi-judicial matters as required by the municipal code or as delegated by the Village Council.

~~The planning commission shall have power and the authority in the performance of its delegated duties to disperse funds allotted to it by the village council.~~

~~2.—~~

~~The planning commission shall have the power and authority to accept moneys by grant, gift, bequest or in any other manner from persons or estates for the purpose of its use and to expend such moneys under its regularly constituted power and authority.~~

~~(Ord. No. 445, 7-15-2019)~~

2.36.0570 Compensation.

A. The Commission shall be compensated for each meeting attended as follows:

1. The Chair shall receive 25% of the current annual salary of the Mayor, including any future approved salary adjustments, which shall take effect at the beginning of the next fiscal year.
- 1.2. Each member, other than the Chair, shall receive 25% of the current annual salary of a Village Councilor, including any future approved salary adjustments, which shall take effect at the beginning of the next fiscal year.

~~Planning commission members shall each be compensated at a rate of thirty dollars per meeting at which they are in attendance.~~

~~(Ord. No. 445, 7-15-2019)~~

PASSED, APPROVED, SIGNED, AND ADOPTED THIS 11 DAY OF JUNE, 2026.

Charles Griego, Mayor
Village of Los Lunas

ATTEST:

Gregory D. Martin, Village Administrator
Village of Los Lunas



Small Community • Big Possibilities



COMMUNITY DEVELOPMENT DEPARTMENT

NOTICE OF INTENT TO ADOPT ORDINANCE

NOTICE IS HEREBY GIVEN of the title and general subject matter contained in an ordinance which the Village Council of the Village of Los Lunas, New Mexico, the governing body of the Village, intends to adopt at a regular meeting on June 11, 2026 at the hour of 6:00 PM in the Council Chambers at 660 Main St NW, Los Lunas, New Mexico, relating to the Municipal Planning Commission.

ORDINANCE 485

AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.36 – MUNICIPAL PLANNING COMMISSION.

A general summary of the ordinance is contained in its title.

Complete copies of the proposed Ordinance will be on file and available for inspection at the offices of the Village Clerk during regular business hours. Dated this 28th of May, 2026.

Publish: May 28, 2026
Valencia County News Bulletin

CHARLES GRIEGO
MAYOR

GINO ROMERO
COUNCILOR

JAMES T. RUNYON
COUNCILOR

MATTHEW D. CHAVEZ
COUNCILOR

CHRISTOPHER S. ORTIZ
COUNCILOR

GREGORY D. MARTIN
VILLAGE ADMINISTRATOR

ALBUQUERQUE JOURNAL

Dept 880697
PO Box 29650
Phoenix, AZ 85038-9650 Phone: (505)823-3220

Proof of Ad 05/21/2026

Account: XXXXXXXXXX
Name: **VILLAGE OF LOS LUNAS**
Company: **VILLAGE OF LOS LUNAS**
Address: **660 MAIN ST NW**
LOS LUNAS, NM 87031
Telephone: **(505)839-3840**

Ad ID: **412560**
Description:
Run Dates: **05/28/2026 - 05/28/2026**
Class: **3001**
Orig User: **master**
Words: **137**
Lines: **38**
Agate Lines: **67**
Depth: **4.72**
Blind Box:

Total Ad Cost \$59.29
Amount Paid \$0.00

Publication	Start	Stop	Inserts	Cost
Valencia County News Bulletin	05/28/2026	05/28/2026	1	54.87



NOTICE OF INTENT TO ADOPT ORDINANCE

NOTICE IS HEREBY GIVEN of the title and general subject matter contained in an ordinance which the Village Council of the Village of Los Lunas, New Mexico, the governing body of the Village, intends to adopt at a regular meeting on June 11, 2026 at the hour of 6:00 PM in the Council Chambers at 660 Main St NW, Los Lunas, New Mexico, relating to the Municipal Planning Commission.

ORDINANCE 485 AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.36 - MUNICIPAL PLANNING COMMISSION.

A general summary of the ordinance is contained in its title.

Complete copies of the proposed Ordinance will be on file and available for inspection at the offices of the Village Clerk during regular business hours. Dated this 28th of May, 2026.

News-Bulletin: May 28, 2026.

Managing your account just got simpler!

Our new e-billing system allows you to access your advertising history, view tearsheets, and settle invoices online with a credit card!

Please contact creditdept@abqpubco.com to get setup today!!

Access the portal: <https://scs.abqpubco.com/billing>



VILLAGE OF LOS LUNAS ORDINANCE 485

AN ORDINANCE AMENDING TITLE 2 ADMINISTRATION AND PERSONNEL, CHAPTER 2.36 – MUNICIPAL PLANNING COMMISSION.

WHEREAS, the Village of Los Lunas is a legally and regularly created, established, organized, and existing municipal corporation under the general laws of the State of New Mexico; and

WHEREAS, the Village Council has identified the need to review and update the powers and duties of the Municipal Planning Commission.

**NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE
VILLAGE OF LOS LUNAS, COUNTY OF VALENCIA, STATE OF NEW MEXICO
THAT, ORDINANCE 445 OF THE MUNICIPAL CODE BE AMENDED AS FOLLOWS.**

Chapter 2.36 – MUNICIPAL PLANNING COMMISSION

2.36.010 Municipal planning commission membership and appointments.

For purposes of this Chapter, the Municipal Planning Commission shall be referred to as the “Commission.” The Commission is also commonly referred to as the “Planning and Zoning Commission (P&Z)” in administrative documents and reports.

A. Membership:

1. The Commission is a five-member board of Village residents, consisting of four members appointed from each Village Council district and one at-large member. District members shall reside within the same geographic boundaries as the Village Council district from which they are appointed. The at-large member may reside anywhere within the Village.

B. Appointment:

The members of the Commission shall be appointed by the Mayor and affirmed by the Village Council to serve for the respective terms established by this chapter.

2.36.020 Term of office.

Members appointed to serve on the Commission shall serve two-year terms beginning on April 1 of the year of appointment and ending on March 31 two years thereafter. The terms shall be as follows:

A. Position Designation:

1. The five-member board shall consist of positions one through five. Positions one through four shall correspond to Village Council districts one through four, respectively, and position five shall be the at-large member.
 - a. Positions one, three, and five shall be appointed or reappointed during even-numbered years.
 - b. Positions two and four shall be appointed or reappointed during odd-numbered years.

B. Municipal Planning Commission Officers:

1. At its first meeting of each year, the Commission shall elect, by majority vote of the full membership, one of its members to serve as Chairperson and one member to serve as Vice-chairperson. The Chairperson shall preside over Commission meetings, and the Vice-chairperson shall act in the absence of the Chairperson or when they declare a conflict of interest.
 - a. Members elected as Chairperson and Vice-chairperson shall serve one-year terms.
 - i. The Chairperson or Vice-chairperson shall not serve more than two consecutive one-year terms; however, no limit is placed on the number of nonconsecutive terms a member may serve as Chairperson or Vice-chairperson, provided they are reappointed by Village Council.
 - b. The Chairperson and Vice-chairperson may take part in all deliberations and vote on all matters.
 - c. In the event both the Chairperson and Vice-chairperson are absent or have declared a conflict of interest on a matter, the remaining members shall elect a member to serve as acting Chairperson for that meeting or agenda item by majority vote of a quorum.

C. Vacancies:

1. If a vacancy occurs prior to the expiration of a member's term, the vacancy shall be filled for the remainder of the unexpired term.

D. Removal:

1. Any member of the Commission may be removed by the Mayor and affirmed by the Village Council for any of the following:
 - a. Failure to attend three consecutive meetings;
 - b. Failure to attend five meetings within a calendar year;
 - c. Cause related to the performance of duties, including but not limited to neglect of duties, misconduct, or violation of applicable laws, regulations, or policies.
2. Prior to removal, the Village Council shall hold a public hearing on the matter. The reason(s) for removal shall be stated in writing and made part of the public record before the removal becomes effective.

2.36.030 Meeting schedule, public hearings, and administrative duties.

The Commission shall hold at least one regular meeting each month.

A. Meeting Schedule:

1. The Commission shall approve an annual meeting schedule prior to the end of each calendar year for the following calendar year.

B. Public Hearings:

1. A quorum shall be present for the Commission to take action on any legislative or quasi-judicial application.
 - a. A quorum shall consist of a majority, being three of five members, excluding vacant seats.
 - b. Any member who has a personal interest or conflict of interest in any application or matter before the Commission shall abstain from participation and voting on such matters.
 - c. Legislative or quasi-judicial applications shall be decided by a roll call vote.
2. All official actions, recommendations, and decisions of the Commission shall be recorded by a written determination that contains findings of fact.
 - a. Such records shall be filed with the Community Development Department and maintained as public records.
3. The Community Development Department shall provide support to the Commission in the performance of its duties.

C. Administrative Duties:

1. The Commission shall adopt and maintain rules of procedure for the conduct of its duties, which may be amended from time to time.

2.36.040 Powers and duties.

A. General Authority:

1. The Commission shall exercise such powers and duties as are delegated pursuant to Chapter 3, Article 19 NMSA 1978, as amended, which sections and purposes are incorporated herein by reference and made a part hereof.
2. Additional powers and duties may be delegated and/or authorized pursuant to other relevant sections of the municipal code or as granted by the Village Council.

B. Advisory Authority:

1. The Commission shall review, study, and make recommendations to the Village Council on matters including, but not limited to:
 - a. The Village comprehensive plan (general plan) and amendments;
 - b. Land use regulations and amendments;
 - c. Subdivision regulations and amendments;
 - d. Annexations;
 - e. Minor subdivisions;
 - f. Plat vacations;
 - g. Designated use permits;
 - h. Zone map amendments;
 - i. Special use amendments;
 - j. Zoning ordinance amendments;
 - k. Other legislative or policy matters as required by the municipal code or as delegated by the Village Council.

C. Decision Authority:

1. The Commission shall hear and decide on matters including, but not limited to:
 - a. Appeals from any order, decision, requirement, or interpretation made by the Community Development Director or the Development Review Committee;
 - b. Interpretations of the zoning map, including zoning district boundaries where a mapping error or discrepancy exists;
 - c. Temporary dwelling permits;
 - d. Conditional use permits;
 - e. Preliminary plats;
 - f. Zoning variances;
 - g. Other quasi-judicial matters as required by the municipal code or as delegated by the Village Council.

2.36.050 Compensation.

- A. The Commission shall be compensated for each meeting attended as follows:
1. The Chair shall receive 25% of the current annual salary of the Mayor, including any future approved salary adjustments, which shall take effect at the beginning of the next fiscal year.
 2. Each member, other than the Chair, shall receive 25% of the current annual salary of a Village Councilor, including any future approved salary adjustments, which shall take effect at the beginning of the next fiscal year.

PASSED, APPROVED, SIGNED, AND ADOPTED THIS 11 DAY OF JUNE, 2026.

Charles Griego, Mayor
Village of Los Lunas

ATTEST:

Gregory D. Martin, Village Administrator
Village of Los Lunas



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Requesting permission to enter into a contract with an individual.

Presenter:

Ginny Adame

Department:

Meeting Date:

June 11, 2026

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The above request is being submitted for the Council's consideration by the Village of Los Lunas/Valencia County DWI Program for a contract with David Adame to continue to Coordinate, oversee and implement the Youth Success Core (YSC) Mentoring Program taking place at TNT Boxing and Youth Mentoring Center.

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

This request is grant funded through the LDWI Grant fund.

LEGAL REVIEW

- ☐ Yes, by:
 - ☒ Not applicable
-

ATTACHMENTS

Contract Mentoring Program Coordinator of the Youth Success Core.

VILLAGE OF LOS LUNAS, NEW MEXICO
PROFESSIONAL SERVICES CONTRACT
VLL VC DWI YSC/Mentoring Program Coordinator FY27

THIS AGREEMENT is made and entered into by and between the **VILLAGE OF LOS LUNAS/VALENCIA COUNTY DWI PROGRAM YOUTH SUCCESS CORE (YSC)/ MENTORING PROGRAM**, hereinafter referred to as the "Village" and **David Adame**, hereinafter referred to as the **"Contractor"**.

IT IS AGREED BETWEEN THE PARTIES:

1. Scope of Work.

A. The Contractor shall perform the following work:

- *Provides Administrative Assistance and Program Coordination for the Village of Los Lunas Valencia County DWI YSC/Youth Mentoring program under the direction/guidance of the DWI Coordinator.*
- *Attends mandatory training required for mentoring, mentor/volunteer oversite/training, budgeting, contract management, youth mentoring coordination, management/supervision and/or other trainings related to substance misuse prevention/youth mentoring, supervision, management and/or coordination in support of professional growth and development related to the YSC Program Coordinator position.*
- *Prepares, develops, and oversees mentee/program participant and mentor files to include intake forms, referral forms, Parent Consent Forms, mentee/program participant surveys, signed policies and ensures proper storage and security of all of the above in alignment with State and Federal Law.*
- *Meets and collaborates as needed with mentor assistants, volunteers, Teen Court, Juvenile Probation, local law enforcement agencies, parents/guardians, and community partners regarding the administration and implementation of the YSC/Mentor program/activities.*
- *Provides administrative oversite and supervision of Mentor Assistants, volunteers, and youth mentees/program participants in accordance with the administration, coordination, and implementation of YSC/Mentor programming/activities and ensures proper documentation for programming/activities is maintained and submitted for monthly reports.*
- *Engages in ongoing communication with youth, parents/guardians, Mentoring Assistants, Courts, Juvenile Probation, Law Enforcement/Emergency Services and other Community Partners regarding YSC/Mentor programming, activities, and community service projects.*
- *Prepares and shares documentation with fiscal/grant management to follow Village of Los Lunas prescribed policies, procedures, and timelines.*
- *Ensures all Mentor Assistants have completed proper training, paperwork, and background checks prior to their approval for participation in the YSC/Mentor programming/activities and/or oversite of any program receiving youth.*
- *Attends VLL VC DWI Planning Council Meetings.*
- *Adheres to all grant and Village of Los Lunas, policies, procedures, and directives.*

- *Provides monthly reports, documentation, and ensures submission of invoices to DWI Coordinator.*
- *Prepares print or publicized media coverage of YSC/Mentor program events/activities.*

B. Services will be performed within Valencia County with the exception of Village of Los Lunas approved travel for training(s) and/or field trips.

C. *Performance Measures.*

Contractor shall substantially complete the following Performance Measures:

1. Implements YSC/Mentoring programming, activities, and community service projects with fidelity to contractual and curriculum guidelines, policies, and procedures.
2. Attends mandatory YSC/mentoring training and additional training as needed to support program coordination, implementation, and management.
3. Meet with Mentor Assistants/DWI Coordinator a minimum of two hours per month and attend mentoring meetings, activities, and community service projects.
4. Provide Administrative oversight for: Mentor Assistants, and program participants and keep updated records/files for participants including: parent/guardian consent forms as applicable, sign-in sheets, participant report forms, invoices, receipts, pre/posttests, signed policies, and other paperwork as it pertains to the YSC/mentoring program management, programming, activities, and/or events.
5. Attend VLL VC DWI Planning Council meetings and/or make arrangements for a representative to attend in Contractor's absence. (3) days prior notice of absence and/or representative's attendance on Contractor's behalf is required under non-emergency circumstances.
6. Submit monthly reports, supporting documentation, and invoices to DWI Coordinator by the 1st of each month for the previous month's activities/programming.
7. Prepare media releases regarding substance YSC/mentor programming, activities, and/or events.

2. **Compensation.**

A. The total amount payable to the Contractor under this Agreement, shall not exceed **\$5,400.00**. This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein.

B. The Village shall pay to the Contractor in full payment for services satisfactorily performed at the rate of (**\$30.00**) per hour, (**\$450.00/month**) and such compensation will not exceed **\$5,400.00** (as set forth in Paragraph A). The New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the Contractor. Payment is

subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the Village. All invoices MUST BE received by the Village by the last Friday of the Month in which the services were delivered. "Contractor" must bill on a monthly basis by the last Friday of the month to ensure payment on a timely basis. All invoices MUST BE received by the Village no later than fifteen (15) days after the termination of the contract period in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

3. Term.

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL THE VILLAGE HAS GIVEN ADMINISTRATIVE APPROVAL, AND SHALL BECOME FULLY EXECUTED UPON THE DATE OF THE LAST SIGNATOR AND UPON THE LETTER OF AWARD'S DATE OF APPROVAL WHICHEVER IS LATER. This Agreement shall terminate on **June 30, 2027** unless terminated pursuant to number 4, A. Termination, infra, or to number 4, B. Termination Management. In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

4. Termination.

A. Termination. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ten (10) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the Village or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE STATE'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.

B. Termination Management. Immediately upon receipt by either the Village or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for contract funds for services or any other expenditure of funds under this Agreement without written approval of the Village; 2) comply with all directives issued by the Village in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the Village shall direct for the protection, preservation, retention or transfer of all property titled to the Village and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the Village upon termination and shall be submitted to the Village as soon as practicable, but no later than the effective date of termination.

5. Appropriations.

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

6. Status of Contractor.

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

7. Assignment.

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

8. Subcontracting.

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Village.

9. Release.

Final payment of the amounts due under this Agreement shall operate as a release of the Village from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

10. Confidentiality.

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

11. Product of Service -- Copyright.

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

12. Conflict of Interest; Governmental Conduct Act.

The Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Contractor certifies that the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee have been followed.

13. Amendment.

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

14. Merger.

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

15. Penalties for violation of law.

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

16. Equal Opportunity Compliance.

The Contractor agrees 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 of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By execution of this Agreement, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Workers Compensation.

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

19. Records and Financial Audit.

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of seven (7) years from the date of final payment under this Agreement. The records shall be subject to inspection by the Village and Grant Funders. The Village shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Village to recover excessive or illegal payments.

20. Indemnification.

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

21. Invalid Term or Condition.

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

22. Enforcement of Agreement.

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

23. Notices.

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

To the Village: **Village of Los Lunas
660 Main Street N.W.
Los Lunas, NM 87031**

To the Contractor: **David Adame
19 Milagro Ct.
Los Lunas, NM 87031**

24. Authority.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of signature by the Village below.

By: _____
Gregory D. Martin, Village Administrator

Date: _____

By: _____
Ginny Adame, DWI Coordinator

Date: _____

By: _____
David Adame, Contractor

Date: _____



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Appointment of Library Advisory Board

Presenter:

Cynthia Shetter

Department:

Library

Meeting Date:

Click or tap to enter a date.

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

Appointment of the Library Advisory Board per Municipal Code section 2.40.020.

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

None

LEGAL REVIEW

- ☐ Yes, by:
- ☒ Not applicable

ATTACHMENTS

Library Advisory Board Appointment Recommendation Letter



Small Community • Big Possibilities



LOS LUNAS PUBLIC LIBRARY

May 18, 2026

Mayor Charles Griego & Village Council
Village of Los Lunas
660 Main St.
Los Lunas, NM 87031

RE: Recommendation of Appointments to the Library Advisory Board

Dear Mayor Griego and Council Members,

It is my pleasure to recommend the following individuals for appointments to the Village of Los Lunas Public Library Advisory Board:

- District 1: Jim Rickey — May 2026 – May 2029 (3 years)
- District 2: Michelle Osowski — May 2026 – May 2028 (2 years)
- District 4: Kristi Whistler — May 2026 – May 2029 (3 years)
- At Large: Jean Davies — May 2026 – May 2028 (2 years)
- At Large: Laura Burr — May 2026 – May 2029 (3 years)

These individuals are currently serving on the Library Advisory Board and have demonstrated a strong commitment to the continued growth and success of the Los Lunas Public Library and the Museum of Heritage & Arts. Through their service, they have provided valuable insight, support, and advocacy for library programs, community engagement, and cultural initiatives that benefit the residents of Los Lunas.

Their continued participation on the board will help ensure stability, leadership, and ongoing support for the library's mission to provide educational, cultural, and lifelong learning opportunities for our community. I respectfully recommend their reappointment and appreciate your consideration of these appointments.

Thank you for your consideration of these recommendations. I respectfully request approval of these appointments.

Sincerely,

Cynthia Shetter
Library Director
Village of Los Lunas Public Library

CHARLES GRIEGO
MAYOR

GINO ROMERO
COUNCILOR

JAMES T. RUNYON
COUNCILOR

MATTHEW D. CHAVEZ
COUNCILOR

CHRISTOPHER S. ORTIZ
COUNCILOR

GREGORY D. MARTIN
VILLAGE ADMINISTRATOR



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Resolution 26-10 – Declaration of Extreme or Severe Drought Conditions and Fireworks Restrictions

Presenter:

John Gabaldon

Department:

Fire

Meeting Date:

June 11, 2026

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

Consideration of Resolution 26-10 declaring extreme or severe drought conditions within the Village of Los Lunas and implementing restrictions on the sale and use of certain fireworks in accordance with NMSA 1978, Section 60-2C-8.1. The resolution is intended to reduce wildfire risk and protect public safety, property, and natural resources during current high fire danger 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

None

LEGAL REVIEW

- ☐ Yes, by:
 - ☒ Not applicable
-

ATTACHMENTS

Municipal Code Reference
Resolution 26-10

Chapter 8.08 FIREWORKS

Sections:

8.08.010 Title.

The ordinance codified in this chapter shall be cited as the village of Los Lunas fireworks ordinance.

(Ord. 341 § 1, 2007)

8.08.020 Purpose.

The purposes of this chapter are to provide authorized local enforcement of the New Mexico Fireworks Licensing and Safety Act and to assist in protecting the public health, welfare, and safety of the residents of the village of Los Lunas.

(Ord. 341 § 2, 2007)

8.08.030 Definitions.

As used in this chapter:

"Aerial spinner" means a tube containing no more than twenty grams of chemical composition with a propeller or blade attached that spins rapidly as it rises into the air with a visible or audible effect sometimes produced at or near the height of flight.

"Applicant" means the person issued a permit and the person responsible to the village of Los Lunas as provided for in this chapter.

"Chaser" means a paper or cardboard tube venting out the fuse end of the tube that contains no more than twenty grams of chemical combustion and travels along the ground, often producing a whistling effect or other noise; an explosive composition not to exceed fifty milligrams may be included to produce a report.

"Chemical composition" means and includes all pyrotechnic and explosive composition contained in a fireworks device, but does not include inert materials such as clay used for plugs or organic material such as rice hulls used for density control.

"Cone fountain" means a cardboard or heavy paper cone containing no more than fifty grams of pyrotechnic composition that has the same effect as a cylindrical fountain; and when more than one cone is mounted on a common base, total pyrotechnic composition shall not exceed two hundred grams.

"Council" means the council of the village of Los Lunas.

"Crackling device" means a sphere or paper tube that contains no more than twenty grams of pyrotechnic composition that produces a flash of light and a mild, audible crackling effect upon ignition, which effect is not considered to be an explosion; crackling devices are not subject to the fifty-milligram limit of firecrackers.

"Cylindrical fountain" means a cylindrical tube containing not more than seventy-five grams of pyrotechnic composition that produces a shower of colored sparks and sometimes a whistling effect or smoke; the device may be provided with a spike for insertion into the ground or a wood or plastic base for placing on the ground or a

wood or cardboard handle to be hand-held; and when more than one tube is mounted on a common base, total pyrotechnic composition shall not exceed two hundred grams.

"Display distributor" means any person, firm, or corporation selling display fireworks.

"Display fireworks" means devices primarily intended for commercial displays that are designed to produce visible or audible effects by combustion, deflagration, or detonation, including salutes containing more than one hundred thirty milligrams of explosive composition; aerial shells containing more than forty grams of chemical composition exclusive of lift charge; and other exhibition display items that exceed the limits for permissible fireworks.

"Distributor" means any person, firm, or corporation selling fireworks to wholesalers and retailers for resale.

"Explosive composition" means any chemical compound or mixture, the primary purpose of which is to function by explosion, producing an audible effect in a fireworks device.

"Fire chief" means the village of Los Lunas fire chief or his designated representative.

"Firecracker" means a small, paper-wrapped or cardboard tube containing no more than fifty milligrams of explosive composition that produces noise and a flash of light; provided that firecrackers used in aerial devices may contain up to one hundred thirty milligrams of explosive composition per report.

"Fireworks" means devices intended to produce a visible or audible effect by combustion, deflagration, or detonation and are categorized as "permissible fireworks," "prohibited fireworks," or "display fireworks."

"Flitter sparkler" means a narrow paper tube attached to a stick or wire and filled with no more than five grams of pyrotechnic composition that produces color and sparks upon ignition and the paper at one end of the tube is ignited to make the device function.

"Ground audible devices" means chasers and firecrackers.

"Ground spinner" means a small, rapidly spinning device containing no more than twenty grams of pyrotechnic composition venting out an orifice usually on the side of the tube that when ignited produces a shower of sparks and color. "Ground spinner" is similar in operation to wheel, but is intended to be placed flat on the ground and ignited.

"Helicopter" means a tube containing no more than twenty grams of chemical composition with a propeller or blade attached that spins rapidly as it rises into the air with a visible or audible effect sometimes produced at or near the height of flight.

"Illuminating torch" means a cylindrical tube containing no more than one hundred grams of pyrotechnic composition that produces a colored flame upon ignition and may be spiked, based, or hand-held, and when more than one tube is mounted on a common base, total pyrotechnic composition shall not exceed two hundred grams.

"Manufacturer" means any person, firm, or corporation engaged in the manufacture of fireworks.

"Mine" means a heavy cardboard or paper tube usually attached to a wooden or plastic base and containing no more than forty grams of chemical composition plus not more than twenty grams of lift charge per tube that individually expels pellets of pressed pyrotechnic composition that burn with bright color in a star effect, or other devices propelled into the air, and that contains components producing reports containing a maximum one hundred thirty milligrams of explosive composition per report; a mine may contain more than one tube, but the tubes must fire in sequence upon ignition of one external fuse and the total chemical composition, including lift charges, of a multiple tube device shall not exceed two hundred grams.

"Missile-type rocket" means a device similar to a stick-type rocket in size, composition, and effect that uses fins rather than a stick for guidance and stability and that contains no more than twenty grams of chemical composition.

"Permissible fireworks" means fireworks legal for sale to and use in New Mexico by the general public.

"Portable buildings" means any structure, tent, trailer, or vehicle which is of temporary nature or design which is used separately or together for the retail sale of fireworks to the general public. Any tent intended for use as a sales location shall comply with rules adopted by the State Fire Marshal.

"Prohibited fireworks" means fireworks which are not legal for sale or possession within the municipality.

"Pyrotechnic composition" means a chemical mixture that on burning and without explosion produces visible or brilliant displays or bright lights or whistles or motion.

"Retailer" means any person, firm, or corporation purchasing permissible fireworks for resale to consumers.

"Roman candle" means a heavy paper or cardboard tube containing no more than twenty grams of chemical composition that individually expels pellets of pressed pyrotechnic composition that burn with bright color in a star effect.

"Shell" means a heavy cardboard or paper tube usually attached to a wooden or plastic base and containing no more than forty grams of chemical composition plus not more than twenty grams of lift charge per tube that individually expels pellets of pressed pyrotechnic composition that burn with bright color in a star effect, or other devices propelled into the air, and that contains components producing reports containing a maximum one hundred thirty milligrams of explosive composition per report; a mine may contain more than one tube, but the tubes must fire in sequence upon ignition of one external fuse and the total chemical composition, including lift charges, of a multiple tube device shall not exceed two hundred grams.

"Specialty retailer" means any person, firm, or corporation purchasing permissible fireworks for year-round resale in permanent retail stores whose primary business is tourism.

"Statute," for the purposes of this chapter, refers to the state of New Mexico Fireworks Licensing and Safety Act beginning with Section 60-2C-1, NMSA 1978.

"Stick-type rocket" means a cylindrical tube containing no more than twenty grams of chemical composition with a wooden stick attached for guidance and stability that rises into the air upon ignition and produces a burst of color or sound at or near the height of flight.

"Toy smoke device" means a small plastic or paper item containing no more than one hundred grams of pyrotechnic composition that produces white or colored smoke as the primary effect.

"Vendor" means any person or business engaged in the retail sale of fireworks to the general public.

"Wheel" means a pyrotechnic device that is made to attach to a post or other surface that revolves, producing a shower of color and sparks and sometimes a whistling effect, and that may have one or more drivers, each of which contains no more than sixty grams of pyrotechnic composition and the total wheel contains no more than two hundred grams of total pyrotechnic composition.

"Wholesaler" means any person, firm, or corporation purchasing fireworks for resale to retailers.

(Ord. 341 § 3, 2007)

8.08.040 Application and permit.

Businesses which at the time of application for a fireworks permit are licensed and have been continuously engaged in the conduct of the business for which they are licensed in the village for at least six months shall obtain a permit after the fire department inspects and certifies as safe the place of business for fireworks sales. All other vendors of fireworks within the village of Los Lunas must obtain a local fireworks retail sales permit from the fire department of the village of Los Lunas. Vendors must present, at the time of application for permit, a copy of a written agreement for use, rent or lease of land intended for the vendor's sales location, unless the vendor is located within a permanent structure. Such written agreements for use, rent or lease of land for use as a fireworks

sales location shall be signed by the owner, property manager, or tenant having authority to execute such documents.

- A. Applications for retail sales permits may be obtained from the Village of Los Lunas Fire Department, 465 Main Street NW, Los Lunas, New Mexico. Each sales location within the village of Los Lunas shall have a separate permit.
- B. Applications will be accepted up to June 10th of each year. Vendors and/or businesses shall provide a copy of the state-issued license or permit for the sale of permissible fireworks with the application.
- C. Vendors who sell permissible fireworks shall pay twenty-five dollars for their yearly city permit.
- D. Vendors are responsible for the applicable municipal gross receipts taxes.

(Ord. 341 § 4, 2007)

8.08.050 Sale, distribution, and use.

- A. No person shall sell, possess or use fireworks within the village, except as is permitted under this chapter.
- B. It is illegal to manufacture fireworks in the village.
- C. No person shall store for commercial purposes or sell within the village any firework without first obtaining a permit from the village. The permit shall be prominently displayed at the location where fireworks are sold.
- D. No person shall store, import, sell, possess, or use within the village any firework other than common fireworks as defined in this chapter, and not prohibited by this chapter.
- E. Permissible fireworks may be sold at retail between June 20th through July 6th of each year and six days preceding and including New Year's Day and three days preceding and including Chinese New Year, the sixteenth of September and Cinco de Mayo of each year, except that permissible fireworks may be sold all year in permanent retail stores whose primary business is tourism.
- F. Portable buildings must be set back a reasonable distance from the roadway and shall not obstruct the public right-of-way.
- G. At all places where fireworks are sold, the vendor shall post in a prominent place in letters at least two inches high the words: "PRIVATE USE OF LEGAL FIREWORKS IS LIMITED TO THE SIXTEEN-DAY PERIOD ENDING AT MIDNIGHT JULY 6th."
- H. At all places where fireworks are sold, displayed, or commercially stored, the words "NO SMOKING" shall be displayed in letters at least four inches high.
- I. Structures where fireworks are sold shall be protected with at least one five-pound class ABC dry chemical fire extinguisher and a five-gallon container of water.
- J. No person shall sell any fireworks to a child under the age of sixteen years or to any person who is intoxicated.
- K. No fireworks shall be stored, kept, sold, or used within fifty feet of any gasoline pump, gasoline tank, gasoline bulk station, or any building in which gasoline or other volatile, flammable liquids are sold or stored in containers of more than one gallon, except in stores where cleaners, paints, and oils are handled in sealed containers only.
- L. No fireworks shall be sold except in an established place of business or in a temporary building which has been approved for the sale of fireworks at the time the permit is issued. Temporary buildings shall be removed by midnight of July 7th of the same year. Portable buildings must be set back a reasonable distance from the roadway and shall not obstruct the public right-of-way.

-
- M. Discharge of fireworks on property which the vendor is located on is prohibited.
 - N. No person shall ignite any fireworks within a motor vehicle or throw fireworks from a motor vehicle, nor shall any person place or throw any ignited article of fireworks into or at a motor vehicle or at or near any person or group of people.
 - O. Any fireworks devices that are readily accessible to handling by consumers or purchasers in a retail sales location shall have their exposed fuses protected in a manner to protect against accidental ignition of an item by a spark, cigarette ash or other ignition source. If the fuse is a thread-wrapped safety fuse which has been coated with a nonflammable coating, only the outside end of the safety fuse shall be covered. If the fuse is not a safety fuse, then the entire fuse shall be covered.

(Ord. 341 § 5, 2007)

8.08.060 Display fireworks.

Nothing herein shall prohibit the public display of fireworks, except that any individual association, partnership, corporation, organization, county, or municipality, shall secure a permit from the governing body of Los Lunas where the public display is to be fired. The display fireworks shall be purchased from a distributor or display distributor licensed by the state fire marshal and the bureau of alcohol, tobacco, and firearms of the United States Department of the Treasury.

(Ord. 341 § 6, 2007)

8.08.070 Inspection.

The fire chief or his designee may at any reasonable hour enter and inspect the premises, portable building, or any structure temporarily or permanently located at the site designated for the sale, packaging or handling of permissible fireworks and may seize nonpermitted fireworks.

(Ord. 341 § 7, 2007)

8.08.080 Permissible fireworks.

A. The following are permissible fireworks within the municipality:

- 1. Ground and hand-held sparkling and smoke devices:
 - a. Cone fountains;
 - b. Crackling devices;
 - c. Cylindrical fountains;
 - d. Flitter sparklers;
 - e. Ground spinners;
 - f. Illuminating torches;
 - g. Toy smoke devices; and
 - h. Wheels.

(Ord. 341 § 8, 2007)

8.08.090 Prohibited fireworks.

It is illegal to possess or to sell or offer to sell any firework prohibited by this chapter.

A. The following are prohibited fireworks within the municipality:

1. Aerial devices:
 - a. Aerial spinners;
 - b. Helicopters;
 - c. Mines;
 - d. Missile-type rockets;
 - e. Roman candles;
 - f. Shells; and
 - g. Stick-type rockets.
2. Ground audible devices:
 - a. Chasers; and
 - b. Firecrackers.

(Ord. 341 § 9, 2007)

8.08.100 Seizure of fireworks.

The fire chief or his designee may inspect the fireworks stands for conformance to Sections 8.08.080 and 8.08.090 of this chapter.

- A. The fire chief or his designee, and/or the village police department shall seize, take, remove, or cause to be removed at the expense of the permit holder all stocks of fireworks offered or exposed for sale in violation of Section 8.08.090 of this chapter.
- B. The fire chief or his designee, and/or the village police department shall seize, take, remove, or cause to be removed at the expense of the person in possession, all fireworks possessed by the person in violation of Section 8.08.090 of this chapter.

(Ord. 341 § 10, 2007)

8.08.110 Penalty.

A. Any individual, firm, partnership, or corporation that violates any provision of this chapter is guilty of a petty misdemeanor and upon conviction shall be punished by a fine of not more than five hundred dollars or imprisonment for a period of not more than ninety days or both fine and imprisonment.

B. In addition to any other criminal penalties that may be imposed, any individual, firm, partnership, or corporation found guilty by a court of competent jurisdiction of violating this chapter or the Fireworks Licensing and Safety Act shall, after notice and hearing, have its permit revoked for a period of one year.

(Ord. 341 § 11, 2007)

Chapter 8.10 FIREWORKS CONTROL

Sections:

8.10.010 Short title.

The ordinance codified in this chapter may be referred to as the "Fireworks Control Ordinance".

(Ord. 289 § 1, 2002)

8.10.020 Purpose.

The ordinance codified in this chapter is intended to preserve and protect the general health, safety and welfare of the village of Los Lunas during periods of extreme or severe drought as proclaimed by the governing body.

(Ord. 289 § 2, 2002)

8.10.030 Jurisdiction.

The 1999 amendments to the Fireworks Licensing and Safety Act, NMSA 1978 Sections 60-2C-1 through 60-2C-11 authorize governing bodies of municipalities to limit and restrict the sale and use of fireworks within the municipal boundaries of the municipality in times of extreme or severe drought. The ordinance codified in this chapter is enacted pursuant to authority granted to the governing body by NMSA 1978 Section 60-2C-8.1.

(Ord. 289 § 3, 2002)

8.10.040 Liberal Construction.

This chapter, being necessary to secure the public health, safety, convenience and welfare, shall be liberally construed to effect its purpose.

(Ord. 289 § 4, 2002)

8.10.050 Effective date.

This chapter is enforceable only if the governing body issues a proclamation declaring a condition of extreme or severe drought following the procedures established in NMSA 1978 Section 60-2C-8.1 and is only enforceable during the period of time in which the proclamation is in force and effect. Any dissolution or suspension of a proclamation serves to stay enforceability of this chapter and shall not operate as a repeal or suspension of the ordinance codified in this chapter.

This chapter is in addition to and complementary with any ordinance concerning aerial devices and ground audible devices adopted in accordance with NMSA 1978 Section 60-2C-7, and shall not be construed as a limitation of the terms of any ordinance concerning aerial devices and ground audible devices adopted pursuant to NMSA 1978 Section 60-2C-7.

(Ord. 289 § 5, 2002)

8.10.060 Severability.

If any section, subsection, sentence, paragraph, clause, word or provision of this chapter shall, for any reason, be held to be unconstitutional by a court of competent jurisdiction, such section, subsection, sentence, paragraph, clause, word or provision shall not invalidate the constitutionality of the remaining portion of this chapter.

(Ord. 289 § 6, 2002)

8.10.070 Sale and use of certain fireworks prohibited.

The sale and use within the municipal boundaries of the village of Los Lunas of missile-type rockets, helicopters, aerial spinners, stick-type rockets, and ground audible devices including chasers and firecrackers is prohibited.

(Ord. 289 §§ 7, 8, 2002)

8.10.080 Restrictions on use of certain fireworks.

The use of any other permitted fireworks not listed in Section 8.10.070 or otherwise prohibited is hereby restricted to areas within the municipal boundaries that are paved or barren or that have a readily accessible source of water for use by the homeowner or general public.

(Ord. 289 § 9, 2002)

8.10.090 Use of fireworks in wildlands prohibited.

The governing body, having consulted with the state forester, declares that the use of all fireworks in areas designated by the governing body as "wildlands" (i.e. lands covered wholly or in part by timber, brush or native grass) is prohibited.

(Ord. 289 § 10, 2002)

8.10.100 Display fireworks.

The use of means devices primarily intended for commercial displays that are designed to produce visible or audible effects by combustion, deflagration or detonation, including salutes containing more than one hundred thirty milligrams of explosive composition; aerial shells containing more than forty grams of chemical composition exclusive of lift charge, and other exhibition display items that exceed the limits for permissible fireworks within the municipal boundaries of the village of Los Lunas is restricted to the Fourth of July sponsored by the village of Los Lunas Parks and Recreation Department.

(Ord. 289 § 11, 2002)

RESOLUTION 26-10
VILLAGE OF LOS LUNAS

**A Resolution to Proclaim Extreme or Severe Drought Conditions
within the Village of Los Lunas and to Ban the Sale and Use of Certain Fireworks
in the Village of Los Lunas and Within Wildlands in the Village**

WHEREAS, current drought indices published by the United States National Integrated Drought Information System and the United States Forest Service indicate extreme or severe drought conditions in the region;

WHEREAS, an immediate and present danger of range fires, brush fires, grass fires, forest fires, and structure fires exists within the Village of Los Lunas due to persistent drought;

WHEREAS, current fire conditions, including low humidity, high temperatures, dry weather, wind, and low fire fuel moisture content, have resulted in conditions of extreme risk of fire;

WHEREAS, under these circumstances, the probability of ignition and the spread of fire pose a severe threat to persons and property;

WHEREAS, the health, safety, and welfare of citizens are in danger as a result of such conditions;

WHEREAS, NMSA 1978, Section 60-2C-8.1 (A)-(D), authorizes the governing body of a municipality to declare that extreme or severe drought conditions exist and to restrict the sale and use of certain fireworks within its jurisdiction, after consultation with the State Forester regarding bans within wildlands;

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

1. The Governing Body of the Village of Los Lunas hereby finds and declares that extreme or severe drought conditions currently exist within the Village, creating an immediate and significant threat to the life, safety, health, and welfare of residents and to public and private property.
2. Pursuant to NMSA 1978, Section 60-2C-8.1, the sale and use of the following fireworks are prohibited within the Village of Los Lunas: missile-type rockets, helicopters, aerial spinners, stick-type rockets, and ground audible devices, except as part of a public display conducted by or on behalf of the Village of Los Lunas.
3. The use of permissible fireworks, not listed in Paragraph 2 above, is restricted to areas that are paved, barren, or have a readily accessible source of water for use by

the homeowner or general public, as authorized by NMSA 1978, Section 60-2C-8.1(B)(2)(a).

4. The use of all fireworks within wildlands in the Village of Los Lunas is prohibited. The State Forester has been consulted, as required by NMSA 1978, Section 60-2C-8.1(B)(2)(b), and has concurred with this ban.
5. The sale and use of display fireworks are prohibited within the Village of Los Lunas, except for public fireworks displays conducted by or on behalf of the Village of Los Lunas, as permitted by NMSA 1978, Section 60-2C-8.1(B)(2)(c).
6. Any public fireworks display conducted by or on behalf of the Village of Los Lunas must have a readily accessible source of water on site. The public viewing area must be located at a safe distance from the firing operation, as determined by the Fire Marshal or other designated official. No display shall proceed if wind conditions include sustained winds or gusts in excess of fifteen (15) miles per hour.
7. This Resolution shall be effective for thirty (30) days from the date of adoption but may be reissued if severe or extreme drought conditions persist. The Village Council may modify or rescind this Resolution within the thirty (30) day period if, after conducting an emergency hearing, it determines that weather conditions have improved sufficiently to reduce the risk of fire, as provided in NMSA 1978, Section 60-2C-8.1(D).

PASSED, APPROVED, and ADOPTED this 11th day of June 2026, by the Village of Los Lunas Council.

Charles Griego
Mayor

ATTEST:

Gregory D. Martin
Village Administrator



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title: Acquisition of Sewer Easement to serve Plaza Luna Lofts Apartments

Presenter: Michael Jaramillo and Larry Guggino

Department: Public Works

Meeting Date: June 11, 2026

Action Requested: ☒ Approval/Disapproval ☐ Informational
☐ Public Hearing ☐ Other

OVERVIEW/ ANALYSIS

The Village of Los Lunas (“Village”) entered into a Second Amended Lease Purchase Agreement (“LPA”) with SODEF for the acquisition of the SODA school site. The SODA school site is two (2) ten (10) acre tracts to the east of Juan Perea Road and was formerly the Monta Vista Mobile Home Park. The total area of the school site is twenty (20) acres. The Village declared the area a blighted area and acquired the SODA school site pursuant to the Metropolitan Redevelopment Act. Last year the Village approved the development of the Plaza Luna Lofts Apartments for low-income seniors. After the development of the Plaza Luna Lofts was approved, it was determined that the only cost effective connection to public sewer facilities was located within the SODA school site. Under the terms of the LPA, although the Village is still the owner of the school site, because SODEF has an option to purchase the school site, the Village cannot obtain an easement across the school site without SODA/SODEF’s consent and payment of compensation to SODEF/SODA. SODEF/SODA are requesting in-kind compensation from the Village for the granting of the sewer easement. There are two proposed easements, one is a temporary construction easement and the other is a permanent easement. The temporary construction easement is 30’ in width and the permanent easement is 20’ in width. Both easements run north and south beginning 20’ east of the center line of the cul de sac on Romero Street then from the point of beginning at the northern edge of Romero Street the easement would run north to the southern boundary of the Plaza Loft property, a distance of approximately 130’. Access to the temporary easement would begin on May 27, 2026, and construction of the sewer line in the easement would need to be completed no later than July 31, 2026.

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

Depending on the decision of the Council, the acquisition of the easement will require the Village to either purchase the easement or provide an in-kind improvement to the SODEF/SODA school site. At this time that final amount is unknown.

LEGAL REVIEW

☒ Yes, by: Laurence P. Guggino, Jr.

☐ Not applicable

ATTACHMENTS

1. Draft First Amendment to Second Amended LPA;
2. Overview of SODA/SODEF Site and Plaza Luna Lofts Apartments; and
3. Plat and legal description of sewer easement.

FIRST AMENDMENT to the SECOND AMENDED LEASE PURCHASE AGREEMENT

Between

The Village of Los Lunas, New Mexico

Municipal Corporation

as Lessor

and the

School of Dreams Educational Foundation,

a New Mexico Non-Profit Corporation

as Lessee

First Amended Lease Purchase Agreement dated July 1, 2020

Second Amended dated September 27, 2024

First Amendment dated ~~May~~ June _____, 2026

WHEREAS, The Village of Los Lunas (Lessor) has approved the development of Plaza Luna Lofts, a 57-unit multifamily development serving senior households on land adjoining and adjacent to the School Site, the property subject to this Lease Purchase Agreement. The Plaza Luna Lofts development adjoins the entire North boundary, running from East to West, of the property subject to this Lease Purchase Agreement.

WHEREAS, The Plaza Luna Lofts is currently under construction.

WHEREAS, The Village is obligated to provide for sewer and water connection, among other utilities, to The Plaza Luna Lofts and to SODEF, which sewer and water connection is, in the opinion and judgment of the Village, most reasonably, efficiently, and economically accessed via a portion of the School Site.

WHEREAS, the water and sewer connection for both The Plaza Luna Lofts and for SODEF is located within and under a portion of the property subject to the Lease Purchase Agreement with SODEF. See, Exhibit A attached hereto. Specifically (GET LEGAL DESCRIPTION HERE)

WHEREAS, The Village desires to acquire, and SODEF is willing to grant, two easements: a temporary sewer/water line construction easement and a permanent sewer/water line utility easement.

NOW THEREFORE, the Village and SODEF enter into this First Amendment to the SECOND AMENDED LEASE PURCHASE AGREEMENT to describe the consideration, terms and details of the two easements.

The parties agree that:

- A. ARTICLE XII TITLE of the SECOND AMENDED LEASE PURCHASE AGREEMENT is deleted in its entirety and replaced as stated herein. Sections 12.1 through 12.5 amend and restate Article XII to incorporate the easements and related compensation described herein, in addition to the protections regarding title previously set forth in Article XII.~~with the following:~~

Section 12.1 Title to School Site. During the Term, legal title to the School Site shall be in Lessor, unless otherwise agreed to by the parties in writing.

Section 12.2 Temporary Construction Easement. Lessee hereby grants to Lessor, and Lessor hereby accepts, a temporary construction easement (the "Temporary Construction Easement") over and across those portions of the School Site reasonably necessary for the installation and connection of sewer and water lines and related appurtenances serving the Plaza Luna Lofts development located north of the School Site (the "Work"), as more particularly described below (the "Easement Area"). The Temporary Construction Easement includes the right of ingress and egress to the Easement Area for Lessor and its officers, employees, agents, consultants, contractors, subcontractors, utility providers, and representatives, together with vehicles, equipment, and materials, at such times and in such manner as Lessor reasonably determines are necessary to perform the Work; provided, however, the Temporary Construction Easement does not authorize or allow Village, its agents, developers, contractors and representatives to access any other portion of the School Site.

Lessor shall have the right, but not the obligation, to perform the Work, and may perform the Work itself or through third parties. Lessee acknowledges that the timing and completion of the Work may be affected by permitting, inspections, availability of contractors and materials, weather, site conditions, and other matters beyond Lessor's reasonable control.

Term. The Temporary Construction Easement shall commence on or after **May 27, 2026**, and shall continue until the earlier of (i) substantial completion of the Work and restoration of the Easement Area as provided herein, or (ii) **July 31, 2026** (the "Outside Date").

Restoration. Following completion of the Work, Lessor, its agents, its contractors, or its subcontractors shall use commercially reasonable efforts to restore the Easement Area to substantially the condition existing immediately before commencement of the Work, ordinary wear and tear and conditions existing prior to entry excepted. Any restoration obligations shall be limited to the Easement Area.

Liability; Tort Claims Act. To the fullest extent permitted by law, and **subject to the New Mexico Tort Claims Act**, Lessor shall be responsible only for loss, damage, or injury to the extent caused by the negligent acts or omissions of Lessor within the scope of a waiver of immunity under the New Mexico Tort Claims Act. In no event shall Lessor be liable for consequential, special, incidental, punitive, or exemplary damages arising out of or relating to the Temporary Construction Easement or the Work.

~~Lessee grants to Lessor a thirty (30) consecutive day, calculated as business days, construction easement to allow Lessor, its agents, developers, contractors and representatives, limited access to those portions of the School Site necessary for the sole purpose of connecting sewer and water lines to the Plaza Luna Lofts development that is located to the North of the School Site, as defined with particularity below. Lessor shall be responsible for the construction of the sewer and water line connection. Lessor shall be liable for any harm or damage to person or property resulting from such access, work, and any failures by the Village, its agents, contractors or representatives. The effective period of the Temporary Construction Easement shall begin May 27, 2026 and shall end upon completion of the anticipated construction of the water/sewer connections and restoration of the School site, but in any event, no later than July 31, 2026, regardless of whether the Village or the Village Council grants approval or permissions, and regardless of whether or not the Village/contractor/developer completes the water and sewer connections.~~

~~The temporary construction easement shall be 30' in width (from north to south) and 130' long (from east to west). It shall begin 20' east of the center of the cul-de-sac on Romero Street. From the point of beginning 20' north of the cul-de-sac at the northern edge of Romero Street the easement would run along the northern boundary, which is the southern boundary of the Plaza Loft property, a distance of 130'. The temporary construction easement is approximately 3,900 (130' x 30') square feet in area. (need more exact property description)~~

~~The Temporary Construction Easement does not authorize or allow Village, its agents, developers, contractors and representatives to access any other portion of the School Site. The Lessor shall restore the Temporary Construction Easement area of the School Site to its original condition, at its sole expense, immediately after the completion of the sewer and water connection, or upon expiration of the effective period of the Temporary Construction Easement. The Lessor will be responsible for ensuring that its developers,~~

~~agents, contractors and representatives restore the Temporary Construction Easement area of the School Site to its original condition.~~

Section 12.3. Permanent Sewer/Water Line Easement. Lessee grants to Lessor a permanent Sewer/Water Line Easement to connect and maintain in perpetuity, water and sewer lines, and fire hydrants, on those portions of the School Site described below and depicted on Exhibit B hereto. Lessee understands and agrees that Lessee cannot build a permanent building on the Sewer/Water Line Easement, but may use the easement area for parking, outdoor recreation, playground, landscaping and other temporary uses that do not interfere with Lessor's access and rights. The Permanent Sewer/Water Line Easement authorizes perpetual installation, connection, and maintenance of water and sewer lines and fire hydrants, with no permanent buildings permitted within the easement area and temporary uses allowed

~~but may develop the Easement property for parking, outdoor recreation, playground, and temporary uses.~~

As consideration for the Permanent Sewer/Water Line Easement, Lessor will provide the following **in-kind** compensation:

1. Acknowledgment that the previous developer of the School Site conveyed or transferred sufficient water rights to serve the School Site when developed for educational purposes, and therefore, the Village will not require Waiver of any present or future development condition or requirement that the Lessee or School obtain or transfer water rights to Village in order to develop the School Site for School purposes. However, this acknowledgment does not extend to the construction or development of athletic fields. In the event that the Lessess or School develop or construct athletic fields that will utilize water, then the Lessee or School shall comply with the Village's existing water rights ordinances and be required by extending the allowed consumptive water use to 10.0 acre-feet per year without being required to convey or transfer water rights to the village or, pay the in lieu fee for water rights;
2. Recognition that the previous developer of the School Site has already paid the impact fees that would be imposed upon SODEF, and therefore, neither SODEF nor the School are a residential, industrial or commercial developer, and a declaration and commitment by the Village that SODEF and SODA are not, and shall not be, subject to impact fees relating to the present or future development of the School Site for public school purposes; and
3. Approving and aiding in the develop~~ment ing~~ment ing of a vehicular/street access connection from the property line of the School Site, connecting Romero Huning Street to Luna Tome Hill Avenue, SE not to exceed the value of the easement, and

approving the connection of Huning Romero Street connects with Tome Luna Hill Avenue, SE, as depicted in Exhibit C hereto.

The permanent easement shall be 20' in width (from north to south) and 130' long (from east to west). It shall begin 20' east of the center of the cul de sac on Romero Street. From the point of beginning 20' north of the cul de sac at the northern edge of Romero Street the easement would run along the northern boundary, which is the southern boundary of the Plaza Loft property, a distance of 130'. The permanent easement is approximately 2,600 (130' x 20') square feet in area as said easement is more particularly described on Exhibit B hereto. ~~(need more exact property description)~~ The Special Warranty Deed (exhibit E) shall be amended to reflect the permanent utility easement with the ~~exact~~ legal description contained in Exhibit B hereto.

Section 12.4 Impairment to Title. Nothing contained in this Agreement, other than any provisions relating to a Subjected Fee Mortgage, or any action or inaction by Lessor, shall be deemed or construed to mean that Lessor has granted to Lessee any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title interest, lien charge or other encumbrance upon the estate of Lessor in the School Site.

Section 12.5 Third Party Claim to Title. In amplification and not in limitation of the foregoing, Lessee shall not permit the School Site to be used by any person or persons or by the public, as such, at any time or times during the terms of this Agreement, in such manner as might reasonably tend to impair Lessor's title to or interest in the School Site or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to or with response to the School Site.

B. Conforming cross-reference. All references in the SECOND AMENDED LEASE PURCHASE AGREEMENT to "Article XII" or "Section XII" shall mean Article XII as amended and restated by this First Amendment, including Sections 12.1 through 12.5.

Formatted: Font: Bold

In all other aspects, all sections of the SECOND AMENDED LEASE PURCHASE AGREEMENT is reaffirmed and restated.

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Agreement to be executed in its name by its duly authorized officers, as of the date of execution.

LESSOR: VILLAGE OF LOS LUNAS

By: _____
Charles Griego, Mayor

LESSEE: SCHOOL OF DREAMS EDUCATIONAL FOUNDATION

By: _____
Paula Jean Walker, President

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

This instrument was acknowledged before me on May-June, 2026 by Charles Griego, as Mayor of the Village of Los Lunas, a Municipal Corporation.

Notary Public
My commission expires: _____

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

This instrument was acknowledged before me on May-June, 2026 by Paula Jean Walker as President of School of Dreams Educational Foundation, a New Mexico non-profit corporation.

Notary Public
My commission expires: _____

FIRST AMENDMENT to the SECOND AMENDED LEASE PURCHASE AGREEMENT

Between

The Village of Los Lunas, New Mexico

Municipal Corporation

as Lessor

and the

School of Dreams Educational Foundation,

a New Mexico Non-Profit Corporation

as Lessee

First Amended Lease Purchase Agreement dated July 1, 2020

Second Amended dated September 27, 2024

First Amendment dated June ____, 2026

WHEREAS, The Village of Los Lunas (Lessor) has approved the development of Plaza Luna Lofts, a 57-unit multifamily development serving senior households on land adjoining and adjacent to the School Site, the property subject to this Lease Purchase Agreement. The Plaza Luna Lofts development adjoins the entire North boundary, running from East to West, of the property subject to this Lease Purchase Agreement.

WHEREAS, The Plaza Luna Lofts is currently under construction.

WHEREAS, The Village is obligated to provide for sewer and water connection, among other utilities, to The Plaza Luna Lofts and to SODEF, which sewer and water connection is, in the opinion and judgment of the Village, most reasonably, efficiently, and economically accessed via a portion of the School Site.

WHEREAS, the water and sewer connection for both The Plaza Luna Lofts and for SODEF is located within and under a portion of the property subject to the Lease Purchase Agreement with SODEF. See, Exhibit A attached hereto. **Specifically (GET LEGAL DESCRIPTION HERE)**

WHEREAS, The Village desires to acquire, and SODEF is willing to grant, two easements: a temporary sewer/water line construction easement and a permanent sewer/water line utility easement.

NOW THEREFORE, the Village and SODEF enter into this First Amendment to the SECOND AMENDED LEASE PURCHASE AGREEMENT to describe the consideration, terms and details of the two easements.

The parties agree that:

- A. ARTICLE XII TITLE of the SECOND AMENDED LEASE PURCHASE AGREEMENT is deleted in its entirety and replaced as stated herein. Sections 12.1 through 12.5 amend and restate Article XII to incorporate the easements and related compensation described herein, in addition to the protections regarding title previously set forth in Article XII.

Section 12.1 Title to School Site. During the Term, legal title to the School Site shall be in Lessor, unless otherwise agreed to by the parties in writing.

Section 12.2 Temporary Construction Easement. Lessee hereby grants to Lessor, and Lessor hereby accepts, a temporary construction easement (the "Temporary Construction Easement") over and across those portions of the School Site reasonably necessary for the installation and connection of sewer and water lines and related appurtenances serving the Plaza Luna Lofts development located north of the School Site (the "Work"), as more particularly described below (the "Easement Area"). The Temporary Construction Easement includes the right of ingress and egress to the Easement Area for Lessor and its officers, employees, agents, consultants, contractors, subcontractors, utility providers, and representatives, together with vehicles, equipment, and materials, at such times and in such manner as Lessor reasonably determines are necessary to perform the Work; provided, however, the Temporary Construction Easement does not authorize or allow Village, its agents, developers, contractors and representatives to access any other portion of the School Site.

Lessor shall have the right, but not the obligation, to perform the Work, and may perform the Work itself or through third parties. Lessee acknowledges that the timing and completion of the Work may be affected by permitting, inspections, availability of contractors and materials, weather, site conditions, and other matters beyond Lessor's reasonable control.

Term. The Temporary Construction Easement shall commence on or after **May 27, 2026**, and shall continue until the earlier of (i) substantial completion of the Work and restoration of the Easement Area as provided herein, or (ii) **July 31, 2026** (the "Outside Date").

Restoration. Following completion of the Work, Lessor, its agents, its contractors, or its subcontractors shall use commercially reasonable efforts to restore the Easement Area to substantially the condition existing immediately before commencement of the Work, ordinary wear and tear and conditions existing prior to entry excepted. Any restoration obligations shall be limited to the Easement Area.

Liability; Tort Claims Act. To the fullest extent permitted by law, and **subject to the New Mexico Tort Claims Act**, Lessor shall be responsible only for loss, damage, or injury to the extent caused by the negligent acts or omissions of Lessor within the scope of a waiver of immunity under the New Mexico Tort Claims Act. In no event shall Lessor be liable for consequential, special, incidental, punitive, or exemplary damages arising out of or relating to the Temporary Construction Easement or the Work.

Section 12.3. Permanent Sewer/Water Line Easement. Lessee grants to Lessor a permanent Sewer/Water Line Easement to connect and maintain in perpetuity, water and sewer lines, and fire hydrants, on those portions of the School Site described below and depicted on Exhibit B hereto. Lessee understands and agrees that Lessee cannot build a permanent building on the Sewer/Water Line Easement, but may use the easement area for parking, outdoor recreation, playground, landscaping and other temporary uses that do not interfere with Lessor's access and rights. The Permanent Sewer/Water Line Easement authorizes perpetual installation, connection, and maintenance of water and sewer lines and fire hydrants, with no permanent buildings permitted within the easement area and temporary uses allowed

As consideration for the Permanent Sewer/Water Line Easement, Lessor will provide the following **in-kind** compensation:

1. Acknowledgment that the previous developer of the School Site conveyed or transferred sufficient water rights to serve the School Site when developed for educational purposes, and therefore, the Village will not require the Lessee or School obtain or transfer water rights to Village in order to develop the School Site for School purposes. However, this acknowledgment does not extend to the construction or development of athletic fields. In the event that the Lessess or School develop or construct athletic fields that will utilize water, then the Lessee or School shall comply with the Village's existing water rights ordinances and be required to convey or transfer water rights to the village or, pay the in lieu fee for water rights;
2. Recognition that the previous developer of the School Site has already paid the impact fees that would be imposed upon SODEF, and therefore, SODEF and

SODA are not, and shall not be, subject to impact fees relating to the present or future development of the School Site for public school purposes; and

3. Approving and aiding in the development of a vehicular/street access connection from the property line of the School Site, connecting Romero Street to Luna Hill Avenue, SE not to exceed the value of the easement, and approving the connection of Huning Street with Tome Hill Avenue, SE, as depicted in Exhibit C hereto.

The permanent easement shall be 20' in width (from north to south) and 130' long (from east to west). It shall begin 20' east of the center of the cul de sac on Romero Street. From the point of beginning 20' north of the cul de sac at the northern edge of Romero Street the easement would run along the northern boundary, which is the southern boundary of the Plaza Loft property, a distance of 130'. The permanent easement is approximately 2,600 (130' x 20') square feet in area as said easement is more particularly described on Exhibit B hereto. The Special Warranty Deed (exhibit E) shall be amended to reflect the permanent utility easement with the legal description contained in Exhibit B hereto.

Section 12.4 Impairment to Title. Nothing contained in this Agreement, other than any provisions relating to a Subjected Fee Mortgage, or any action or inaction by Lessor, shall be deemed or construed to mean that Lessor has granted to Lessee any right, power or permission to do any act or to make any agreement which may create, give rise to, or be the foundation for, any right, title interest, lien charge or other encumbrance upon the estate of Lessor in the School Site.

Section 12.5 Third Party Claim to Title. In amplification and not in limitation of the foregoing, Lessee shall not permit the School Site to be used by any person or persons or by the public, as such, at any time or times during the terms of this Agreement, in such manner as might reasonably tend to impair Lessor's title to or interest in the School Site or in such manner as might reasonably make possible a claim or claims of adverse use, adverse possession, prescription, dedication, or other similar claims of, in, to or with response to the School Site. B. **Conforming cross-reference**. All references in the SECOND AMENDED LEASE PURCHASE AGREEMENT to "Article XII" or "Section XII" shall mean Article XII as amended and restated by this First Amendment, including Sections 12.1 through 12.5.

In all other aspects, all sections of the SECOND AMENDED LEASE PURCHASE AGREEMENT is reaffirmed and restated.

IN WITNESS WHEREOF, Lessor has caused this Agreement to be executed in its corporate name by its duly authorized officers; and Lessee has caused this Agreement to be executed in its name by its duly authorized officers, as of the date of execution.

LESSOR: VILLAGE OF LOS LUNAS

By: _____
Charles Griego, Mayor

LESSEE: SCHOOL OF DREAMS EDUCATIONAL FOUNDATION

By: _____
Paula Jean Walker, President

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

This instrument was acknowledged before me on June ___, 2026 by Charles Griego, as Mayor of the Village of Los Lunas, a Municipal Corporation.

Notary Public
My commission expires: _____

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

This instrument was acknowledged before me on June _____, 2026 by Paula Jean Walker as President of School of Dreams Educational Foundation, a New Mexico non-profit corporation.

Notary Public
My commission expires: _____

Easement Acquisition

Write a description for your map.

Legend

Plaza Luna Lofts Apartments

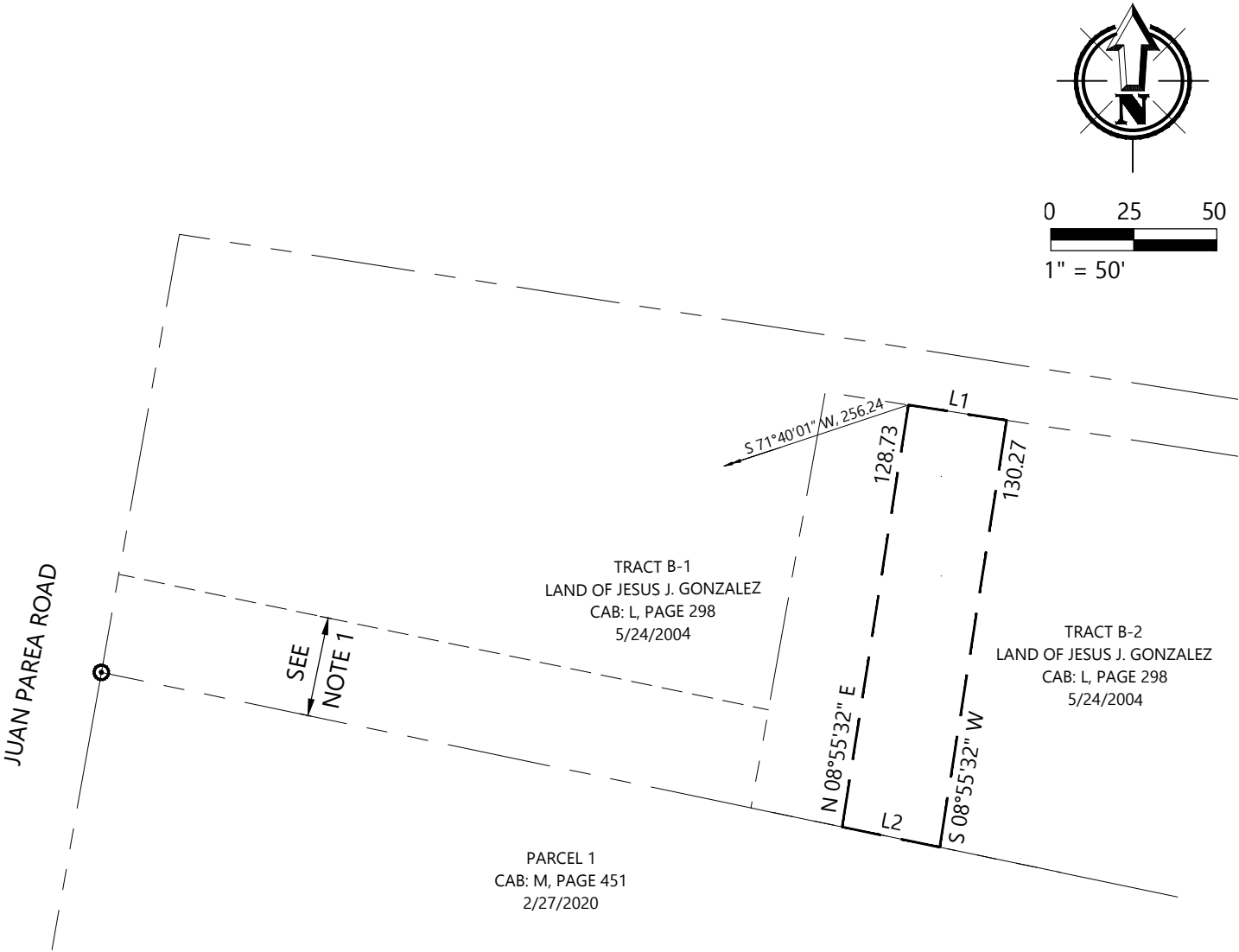
Proposed Easement

Proposed Easement

SODA



NEW SANITARY SEWER EASEMENT
VILLAGE OF LOS LUNAS, NEW MEXICO
"EXHIBIT A"



Parcel Line Table		
Line #	Length	Direction
L1	30.00	S81°04'28"E
L2	30.03	N78°12'59"W



Easement Notes
EXISTING 30' PRIVATE DRIVEWAY EASEMENT AND PUBLIC UTILITY EASEMENT PER PLAT FILED MAY 24, 2004 IN CABINET L, PAGE 298, IN THE OFFICE OF THE COUNTY CLERK OF VALENCIA COUNTY, NEW MEXICO

VILLAGE OF LOS LUNAS – SANITARY SEWER EASEMENT

EXHIBIT A

A PORTION OF LAND FOR THE PURPOSE OF A NEW SANITARY SEWER EASEMENT, LYING WITHIN TRACT B-2, LAND OF JESUS J. GONZALEZ , VILLAGE OF LOS LUNAS, VALENCIA COUNTY, NEW MEXICO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EASEMENT, BEING THE POINT AND PLACE OF BEGINNING, WHENCE A FOUND 1/2" REBAR BEING A COMMON CORNER OF TRACT B-1, LAND OF JESUS J. GONZALES AND PARCEL 1, BEARS S 71°40'01" W, A DISTANCE OF 256.24 FEET, THENCE;

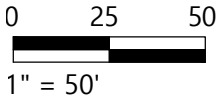
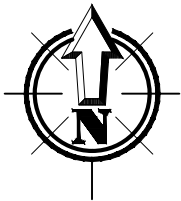
S 81°04'28" E, A DISTANCE OF 30.00 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT, THENCE;

S 08°55'32" W, A DISTANCE OF 130.27 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT, THENCE;

N 78°12'59" W, A DISTANCE OF 30.03 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT, THENCE;

N 08°55'32" E, A DISTANCE OF 128.79 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT. SAID EASEMENT CONTAINS 3885.071 SQ FT, 0.0892 ACRES MORE OR LESS.

NEW SANITARY SEWER EASEMENT
VILLAGE OF LOS LUNAS, NEW MEXICO
"EXHIBIT B"



TRACT B-2
LAND OF JESUS J. GONZALEZ
CAB: L, PAGE 298
5/24/2004

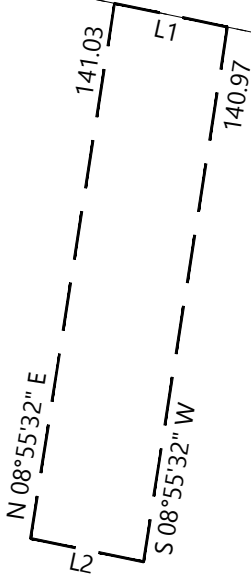
TRACT B-1
LAND OF JESUS J. GONZALEZ
CAB: L, PAGE 298
5/24/2004

PARCEL 1
CAB: M, PAGE 451
2/27/2020

JUAN PAREA ROAD

SEE
NOTE 1

N 78°12'59" W, 228.07



Parcel Line Table		
Line #	Length	Direction
L1	30.03	S78°12'59"E
L2	30.03	N78°20'17"W



Easement Notes

EXISTING 30' PRIVATE DRIVEWAY EASEMENT AND PUBLIC UTILITY EASEMENT PER PLAT FILED MAY 24, 2004 IN CABINET L, PAGE 298, IN THE OFFICE OF THE COUNTY CLERK OF VALENCIA COUNTY, NEW MEXICO



VILLAGE OF LOS LUNAS – SANITARY SEWER EASEMENT

EXHIBIT B

A PORTION OF LAND FOR THE PURPOSE OF A NEW SANITARY SEWER EASEMENT, LYING WITHIN PARCEL 1, VILLAGE OF LOS LUNAS, VALENCIA COUNTY, NEW MEXICO BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EASEMENT, BEING THE POINT AND PLACE OF BEGINNING, WHENCE A FOUND 1/2" REBAR BEING A COMMON CORNER OF TRACT B-1, LAND OF JESUS J. GONZALES AND PARCEL 1, BEARS N 78°12'59" W, A DISTANCE OF 228.07 FEET, THENCE;

S 78°12'59" E, A DISTANCE OF 30.03 FEET TO THE NORTHEAST CORNER OF SAID EASEMENT, THENCE;

S 08°55'32" W, A DISTANCE OF 140.97 FEET TO THE SOUTHEAST CORNER OF SAID EASEMENT, THENCE;

N 78°20'17" W, A DISTANCE OF 30.03 FEET TO THE SOUTHWEST CORNER OF SAID EASEMENT, THENCE;

N 08°55'32" E, A DISTANCE OF 141.03 FEET TO THE NORTHWEST CORNER OF SAID EASEMENT. SAID EASEMENT CONTAINS 3070.041 SQ FT, 0.0705 ACRES MORE OR LESS.



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Los Lunas Blvd A300962 Change Order #2

Presenter:

Michael Jaramillo, and Wyatt Kartchner, P.E MolzenCorbin

Department:

Public Works

Meeting Date: Click or tap to enter a date.

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

We have encountered changes to the project scope that require change order #2. The Public Works Department wants to make the public aware of the need for changes that will increase/decrease the overall cost of the Los Lunas Blvd project. Overall, this change order #2 will result in a reduction to the original contract price; however, is an increase from previous contract amount.

- Unsuitable Material
- Minor Paving
- Driven Piles
- 72" Storm Drain Culvert Pipe
- Rip Rap Class C

Original Contract Amount (Including NMGR)	\$172,488,140.12
Change Order #1 (Including NMGR)	\$(1,596,421.51)
Revised Contract Amount Prior to This Change Order (Including NMGR)	\$170,891,718.61
New Contract Amount Including This Change Order	\$171,383,813.98
Amount Over/Under Original Contract Amount	\$(1,104,326.14)

POSSIBLE ACTIONS

- Approve/Disapproval of Change Order #2

STRATEGIC PRIORITIES ALIGNMENT

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

BUDGET IMPACT

Change Order #2 will have a negative cost impact to the original contract amount of \$172,488,140.12

LEGAL REVIEW

☐ Yes, by:

☒ Not applicable

ATTACHMENTS

1. NMDOT Change Order #2 Form
2. Change Order Summary

Contractor: El Terrero ConstructioDate: _____

Federal Participation: ParticipatingT/LPA: Village of Los LunasNMDOT District: 3

Change Order Type: Supplemental AgreementControl Number (CN): A300962Change Order Number: 2

DESCRIPTION OF CHANGE:

Increase Line Item 203200 - UNSUITABLE MATERIAL EXCAVATION
Increase Line Item 450000 - DETOUR PAVEMENT CONSTRUCTION
Increase Line Item 416116A - MINOR PAVING TYPE I, WMA SP-III (2.5")
Increase Line Item 416117B - MINOR PAVING TYPE I, WMA SP-IV (2")
Decrease Line Item 416117A - MINOR PAVING TYPE I, WMA SP-IV (1.5")
Increase Line Item 501101 - PILE CUT-OFFS
Decrease Line Item 501124 - DRIVEN PILES (24" PIPE)
Decrease Line Item 570500 - 72" STORM DRAIN CULVERT PIPE
Increase Line Item 622300 - FIELD LABORATORY TESTING EQUIPMENT
Establish Line Item 570500a- 72" STORM DRAIN CULVERT PIPE PRICE ADJUSTMENT
Increase Line Item 602000 - RIP RAP CLASS C

REASON FOR CHANGE:

1. Additional Unsuitable Material in MRGCD Drains
2. Additional detour paving required due to utility conflict
3. Increase in Minor Paving Type I, WMA SP-III (2.5") and Minor Paving Type I, WMA SP-IV (2") and decrease in Minor Paving Type I, WMA SP-IV (1.5") for change in paving at Turnout 4
4. Increase in Pile Cut-offs and decrease in Driven Piles (24" Pipe) based on actual driving records
5. Decrease in 72" Storm Drain Culvert pipes for DS-45 and DS-49 as requested by MRGCD.
6. Establish price adjustment for 72" Storm Drain Culvert Pipe due to MRGCD change
7. Increase in allowance for Field Laboratory Testing Equipment based on actual invoice costs
8. Price adjustment for Class III and Class IV 72" Storm Drain Culvert Pipe.
9. Additional Rip Rap Class C in MRGCD Facilities

ATTACHMENT(S):

Factor Sheet: YesPrior Approval (Form A-1090a): YesIndependent Analysis: N/A

Other: N/AIf Yes, List All:

TIME EXTENSION: 0 Working Days

TOTAL AMOUNT OF CHANGE ORDER: \$ 492,095.37

All other provisions of the original contract and of the contract bond, including those related to the time, manner and scope of work and payment shall continue unaltered. This document constitutes a binding contractual amendment to the above parent contract, although it is mutually understood that the quantities and total costs herein are estimates only. By approving this change order the Contractor acknowledges and certifies that the compensation provided herein properly and adequately compensates the Contractor for the additional work described in this change order, and the Contractor hereby waives any claim under the Contract for additional compensation for such work.

APPROVALS:	Print Name	Signature	Date
Contractor:	Matt Villalobos		
T/LPA Person in Responsible Charge:	Michael Jaramillo		
T/LPA Project Manager:	Wyatt Kartchner		
NMDOT District Coordinator:	Tim Chavez		
NMDOT District Engineer:			
NMDOT CLE:	Abraham Flores		

NEW MEXICO DEPARTMENT OF TRANSPORTATION T/LPA CHANGE ORDER FACTOR SHEET

Control Number (CN): A300962

To Accompany Change Order Number: 2

To Adjust the Following Item(s):

Item No.	Item Description	Unit	Unit Price	~ Quantities ~			Amount	% Over/Under
				Previous	Revised	Difference		
203200	UNSUITABLE MATERIAL EXCAVATION	CY	\$ 380.00	7,000.00	8,000.00	1,000.00	\$ 380,000.00	14.3%
405000	DETOUR PAVEMENT CONSTRUCTION	SY	\$ 75.00	25,000.00	26,093.33	1,093.33	\$ 81,999.75	4.4%
416116A	MINOR PAVING TYPE I, WMA SP-III (2.5")	SY	\$ 20.00	64,880.00	67,423.00	2,543.00	\$ 50,860.00	3.9%
416117B	MINOR PAVING TYPE I, WMA SP-IV (2")	SY	\$ 15.40	55,540.00	58,083.00	2,543.00	\$ 39,162.20	4.6%
416117A	MINOR PAVING TYPE I, WMA SP-IV (1.5")	SY	\$ 12.10	25,880.00	18,251.00	(7,629.00)	\$ (92,310.90)	-29.5%
501101	PILE CUT OFFS	L.F.	\$ 220.00	1,688.00	6,990.00	5,302.00	\$ 1,166,440.00	314.1%
501124	DRIVEN PILES (24" PIPE)	L.F.	\$ 350.00	33,539.00	31,755.00	(1,784.00)	\$ (624,400.00)	-5.3%
570500	72" STORM DRAIN CULVERT PIPE	L.F.	\$ 720.00	2,580.00	1,580.00	(1,000.00)	\$ (720,000.00)	-38.8%
622300	FIELD LABORATORY TESTING EQUIPMENT	L.S.	\$ 95,000.00	1.00	2.19	1.19	\$ 113,050.00	119.0%
570500a	72" STORM DRAIN CULVERT PIPE PRICE ADJUSTMENT	L.F.	\$ 89.35	0.00	328.00	328.00	\$ 29,306.80	0.0%
602000	RIP RAP CLASS C	C.Y.	\$ 425.00	33.00	103.00	70.00	\$ 29,750.00	212.1%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%
						0.00	\$ 0.00	0.0%

Total: \$ 453,857.85

NOTE: () indicates a negative amount

Adjustment for GRT:

Amount		GRT Rate		
453,857.85	x	8.425%	=	\$ 38,237.52

Total this Change Order: \$ 492,095.37

Original Contract Amount: \$ 172,488,140.12

Previous Revised Contract Amount: \$ 170,891,718.61

Current Contract Amount After this Change: \$ 171,383,813.98

Total Contract Percentage Change this Change Order: 0.29%

Total Contract Percentage Change to Date: -0.64%

A300962 CHANGE ORDER 2					
Item No	Description	UNIT	Estimated Quantity	Unit Price	Estimated Total
203200	UNSUITABLE MATERIAL EXCAVATION	CY	1,000	\$ 380.00	\$ 380,000.00
405000	DETOUR PAVEMENT CONSTRUCTION	SY	1,093	\$ 75.00	\$ 81,999.75
416116A	MINOR PAVING TYPE I, WMA SP-III (2.5")	SY	2,543	\$ 20.00	\$ 50,860.00
416117B	MINOR PAVING TYPE I, WMA SP-IV (2")	SY	2,543	\$ 15.40	\$ 39,162.20
416117A	MINOR PAVING TYPE I, WMA SP-IV (1.5")	SY	-7,629	\$ 12.10	\$ (92,310.90)
501101	PILE CUT-OFFS	LIN.FT	5,302	\$ 220.00	\$ 1,166,440.00
501124	DRIVEN PILES (24" PIPE)	LIN.FT	-1,784	\$ 350.00	\$ (624,400.00)
570500	72" STORM DRAIN CULVERT PIPE	LIN.FT	-1,000	\$ 720.00	\$ (720,000.00)
622300	FIELD LABORATORY TESTING EQUIPMENT	EA	1.19	\$ 95,000.00	\$ 113,050.00
570500A	72" STORM DRAIN CULVERT PIPE PRICE ADJUSTMENT	LIN.FT	328	\$ 89.35	\$ 29,306.80
602020	RIP RAP CLASS C	SY	70	\$ 425.00	\$ 29,750.00
TOTAL					\$ 453,857.85
NMGR					\$ 38,237.52
TOTAL CHANGE ORDER INCLUDING NMGR					\$ 492,095.37
ORIGINAL CONTRACT AMOUNT (INCLUDING NMGR)					\$ 172,488,140.12
CHANGE ORDER 1 (INCLUDING NMGR)					\$ (1,596,421.51)
REVISED CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER (INCLUDING NMGR)					\$ 170,891,718.61
NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER					\$ 171,383,813.98
AMOUNT OVER/UNDER ORIGINAL CONTRACT AMOUNT					\$ (1,104,326.14)



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

2028-2032 Infrastructure Capital Improvement Plan (ICIP)
Workshop

Presenter:

Brittany Armijo & Michael Jaramillo

Department:

Public Works

Meeting Date:

June 11, 2026

Action Requested:

☐ Approval/Disapproval

☒ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The State of New Mexico Department of Finance and Administration requires a Resolution of Approval from the Governing Body to be submitted with the final 2028-2032 Infrastructure Capital Improvement Plan (ICIP). The Governing Body will review and discuss potential projects within the Infrastructure Capital Improvements Plan. In addition, discuss the top five (5) projects.

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

LEGAL REVIEW

- ☐ Yes, by:
- ☐ Not applicable

ATTACHMENTS

ICIP Current Priorities

Submission Year: 2026

Total Projects: 45

Generated: 6/1/2026

Priority Listing

Project Start Year 2028											45 Projects
Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
1	2028	28-0372	Los Lunas Boulevard Phase II	5/22/2026	1/1/2028	\$80,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,000,000.00
2	2028	43639	Village of Los Lunas Police Station	8/29/2025	7/1/2026	\$500,000.00	\$1,000,000.00	\$10,500,000.00	\$0.00	\$0.00	\$12,000,000.00
3	2028	25284	Indoor Aquatic Center	8/29/2025	7/1/2028	\$2,000,000.00	\$29,000,000.00	\$0.00	\$0.00	\$0.00	\$31,250,000.00
4	2028	41283	Sun Ranch NM 6 Intersection Improvements	8/29/2025	7/1/2027	\$2,500,000.00	\$1,200,000.00	\$0.00	\$0.00	\$0.00	\$4,850,000.00
5	2028	28-0382	Huning Ranch Loop East - LL Blvd. Connection	5/26/2026	1/1/2028	\$1,000,000.00	\$3,500,000.00	\$0.00	\$0.00	\$0.00	\$4,500,000.00
6	2028	28-0383	Huning Ranch Loop West	5/26/2026	1/1/2028	\$1,500,000.00	\$4,000,000.00	\$0.00	\$0.00	\$0.00	\$5,500,000.00
7	2028	28-0403	Police Vehicle Purchase	5/28/2026	1/1/2028	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,000,000.00
8	2028	22080	New Library Construction	8/29/2025	7/1/2028	\$550,000.00	\$14,365,765.00	\$3,260,323.00	\$0.00	\$0.00	\$18,836,088.00
9	2028	33953	Central Rail Park Utility Extensions	8/29/2025	1/1/2028	\$3,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,600,000.00
10	2028	28-0446	Solid Waste Administration Building	6/1/2026	1/1/2028	\$625,000.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$1,625,000.00
11	2028	28-0431	I-25 HWY 6 Interchange Enhancements	6/1/2026	1/1/2028	\$1,200,000.00	\$1,800,000.00	\$1,000,000.00	\$0.00	\$0.00	\$7,522,546.00
12	2028	28-0377	Los Lunas West Loop	5/26/2026	1/1/2028	\$10,000,000.00	\$5,800,000.00	\$35,000,000.00	\$0.00	\$0.00	\$50,800,000.00
13	2028	40012	New Water Well #8	8/29/2025	7/1/2028	\$0.00	\$200,000.00	\$500,000.00	\$750,000.00	\$0.00	\$1,450,000.00
14	2028	24157	San Antonio Park Improvements	8/29/2025	7/1/2028	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$0.00	\$500,000.00
15	2028	36464	Carson Park Phase I Infrastructure Improvements	8/29/2025	1/1/2028	\$1,175,000.00	\$4,375,000.00	\$6,950,000.00	\$0.00	\$0.00	\$12,500,000.00
16	2028	21882	South Transportation Center Station Parking	8/29/2025	7/1/2028	\$350,000.00	\$350,000.00	\$0.00	\$0.00	\$0.00	\$700,000.00
17	2028	11696	El Cerro de Los Lunas (Open space)	8/29/2025	7/1/2028	\$150,000.00	\$100,000.00	\$100,000.00	\$0.00	\$0.00	\$350,000.00
18	2028	40701	Los Lunas Transit Parking Improvements	8/29/2025	1/1/2028	\$150,000.00	\$150,000.00	\$1,500,000.00	\$0.00	\$0.00	\$1,800,000.00
19	2028	11457	Los Cerritos Park Improvements	8/29/2025	7/1/2027	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$0.00	\$6,616,458.00
20	2028	28-0448	Los Cerritos Sound Barrier Wall	6/1/2026	1/1/2028	\$500,000.00	\$3,000,000.00	\$0.00	\$0.00	\$0.00	\$3,500,000.00
21	2028	40010	New Water Tank #8	8/29/2025	7/1/2028	\$100,000.00	\$300,000.00	\$500,000.00	\$0.00	\$0.00	\$900,000.00
22	2028	40013	Sunranch Pedestrian/Bike Trail Project	8/29/2025	7/1/2028	\$75,000.00	\$250,000.00	\$2,000,000.00	\$0.00	\$0.00	\$2,325,000.00
23	2028	41429	Rancho Valencia Park	8/29/2025	7/1/2028	\$2,200,000.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$4,050,000.00
24	2028	40159	North I-25 East and West Interchange	8/29/2025	1/1/2029	\$500,000.00	\$500,000.00	\$50,000,000.00	\$50,000,000.00	\$0.00	\$101,000,000.00

Priority	Project Start	Project #	Project Title	Submitted	Start Date	Year 1	Year 2	Year 3	Year 4	Year 5	Total Cost
25	2028	38429	Los Lunas Blvd. Utility Improvements	8/29/2025	1/1/2028	\$3,066,000.00	\$4,316,000.00	\$818,000.00	\$0.00	\$0.00	\$9,150,000.00
26	2028	40707	NM 3-14 Pedestrian Improvements Phase III	8/29/2025	7/1/2028	\$0.00	\$150,000.00	\$2,700,000.00	\$0.00	\$0.00	\$2,850,000.00
27	2028	22079	Los Morros Industrial Park Offsite Drainage	8/29/2025	7/1/2028	\$74,500.00	\$670,500.00	\$0.00	\$0.00	\$0.00	\$745,000.00
28	2028	24154	Buena Vista Park Improvements	8/29/2025	7/1/2028	\$250,000.00	\$200,000.00	\$0.00	\$0.00	\$0.00	\$450,000.00
29	2028	11669	Sports Complex Improvements (30 acres)	8/29/2025	7/1/2028	\$1,500,000.00	\$1,500,000.00	\$1,500,000.00	\$0.00	\$0.00	\$6,485,000.00
30	2028	40014	Sundance Pedestrian/Bike Trail Project	8/29/2025	7/1/2027	\$75,000.00	\$150,000.00	\$2,000,000.00	\$0.00	\$0.00	\$2,225,000.00
31	2028	12345	Daniel Fernandez Park Improvements	8/29/2025	7/1/2028	\$700,000.00	\$600,000.00	\$500,000.00	\$0.00	\$0.00	\$2,970,000.00
32	2028	38427	Transportation Center Improvements	8/29/2025	7/1/2028	\$2,000,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500,000.00
33	2028	25317	Village Soil Mitigation Projects	8/29/2025	7/1/2028	\$500,000.00	\$1,100,000.00	\$1,100,000.00	\$0.00	\$0.00	\$2,700,000.00
34	2028	36463	Longbow/Gallahad Infrastructure Improvements	8/29/2025	7/1/2027	\$3,500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3,500,000.00
35	2028	43618	Village of Los Lunas East Fire/Police Substation	8/29/2025	1/1/2028	\$1,000,000.00	\$250,000.00	\$5,250,000.00	\$0.00	\$0.00	\$6,500,000.00
36	2028	11859	River Park (Utilities/Venue/Other Imp.)	8/29/2025	7/1/2028	\$400,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,200,000.00
37	2028	22405	Railroad Crossing Quiet Zones	8/29/2025	1/1/2028	\$200,000.00	\$200,000.00	\$2,100,000.00	\$0.00	\$0.00	\$2,500,000.00
38	2028	40708	North Los Lentes Improvements	8/29/2025	1/1/2028	\$0.00	\$1,500,000.00	\$1,500,000.00	\$500,000.00	\$0.00	\$3,700,000.00
39	2028	33962	Water/Sewer Infrastructure Ellen Street	8/29/2025	7/1/2028	\$0.00	\$875,000.00	\$125,000.00	\$600,000.00	\$0.00	\$1,600,000.00
40	2028	14292	Street Overlays	8/29/2025	1/1/2028	\$1,000,000.00	\$1,000,000.00	\$0.00	\$0.00	\$0.00	\$2,000,000.00
41	2028	24159	Heritage Park Improvements	8/29/2025	7/1/2027	\$500,000.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$3,250,000.00
42	2028	32826	New MBR Phase II	8/29/2025	7/1/2028	\$3,000,000.00	\$16,500,000.00	\$0.00	\$0.00	\$0.00	\$19,500,000.00
43	2028	40005	Lift Stations - Improvements	8/29/2025	7/1/2028	\$100,000.00	\$150,000.00	\$2,550,000.00	\$0.00	\$0.00	\$3,500,000.00
44	2028	14355	Village Sidewalk Program	8/29/2025	1/1/2028	\$250,000.00	\$250,000.00	\$250,000.00	\$0.00	\$0.00	\$750,000.00
45	2028	25316	Village Right-of-Way Improvements	8/29/2025	7/1/2028	\$500,000.00	\$500,000.00	\$500,000.00	\$0.00	\$0.00	\$1,500,000.00



Small Community • Big Possibilities

Village of Los Lunas

660 MAIN STREET N.W.
P.O. BOX 1209
LOS LUNAS, NM 87031

PHONE: (505) 839-3840
FAX: (505) 352-3580
www.loslunasnm.gov

MEMORANDUM

To: Honorable Mayor and Village Council
From: Brittany Armijo, Assistant Public Works Director
CC: Leadership Team
Date: June 11, 2026
Re: Highlights of Changes to ICIP FY 2028-2032

Projects that have been removed

- **Fire Station 1 Remodel – Project ID 42557;** fully funded.
- **I-25 Interchange and Bridge Construction Phase I – Project ID 14154;** fully funded
- **New Mexico 6 Sound Barrier Wall – Project ID 39984;** study determined not needed
- **New Mexico 6 Sound Barrier Wall Phase II – Project ID 40304;** study determined not needed
- **New Mexico 6 Sound Barrier Wall Phase III – Project ID 40305;** study determined not needed
- **New Wastewater Operation Admin Building– Project ID 40008;** fully funded
- **NM 263 and NM 6 Roadway Improvements – Project ID 41284;** fully funded

NEW Projects

- **Los Lunas Boulevard Phase II – Project ID 28-0372;** \$80,000,000.00 for construction
- **Los Lunas West Loop – Project ID 28-0377;** \$50,800,000.00 total - \$10,000,000.00 in 2028 for easements and right of way, environmental studies, and a feasibility study; \$5,800,000.00 in 2029 for design; \$35,000,000.00 in 2030 for construction
- **Huning Ranch Loop East – LL Blvd. Connection – Project ID 28-0382;** \$4,500,000.00 total - \$1,000,000.00 in 2028 for design and \$3,500,000.00 in 2029 for construction
- **Huning Ranch Loop West – Project ID 28-0383;** \$5,500,000.00 total - \$1,500,000.00 in 2028 for design and \$4,000,000.00 in 2029 for construction
- **Police Vehicle Purchase – Project ID 28-0403;** \$1,000,000.00 in 2028
- **Solid Waste Administration Building – Project ID 28-0446;** \$1,625,000.00 total - \$625,000 in 2028 for planning and design and \$1,000,000.00 in 2029 for construction



Small Community • Big Possibilities

Village of Los Lunas

660 MAIN STREET N.W.
P.O. BOX 1209
LOS LUNAS, NM 87031

PHONE: (505) 839-3840
FAX: (505) 352-3580
www.loslunasnm.gov

MEMORANDUM

**MINUTES
VILLAGE OF LOS LUNAS
THURSDAY, MAY 21, 2026**

The Board of Trustees of the Village of Los Lunas, County of Valencia, and State of New Mexico met Thursday, May 21, 2026 in regular session at 6:00PM. Roll call was taken, and the following were present: Mayor Charles Griego, Councilor Gino Romero, Councilor James Runyon, & Councilor Matthew Chavez. Councilor Christopher Ortiz was excused. The meeting was conducted in person and recorded through TEAMS.

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

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

- 1. Community Wellness Council (Health Council Valencia County)**
- 2. Relocation Agreement between the Village of Los Lunas and New Mexico Gas Company**
- 3. Collective Bargaining Agreement between the Village of Los Lunas and Los Lunas Fire Fighters Association Local 4297**
- 4. Donation/Disposition of Surplus Breathing Air Compressor and Fill Station Equipment**
- 5. EXECUTIVE SESSION:**
 - a. Acquisition of Sewer Easement to serve Plaza Luna Lofts Apartments**
 - b. Hire Facility Maintenance Technician II – Facility Maintenance Division – Parks & Recreation Department**
 - c. Hire Park Ranger – Open Space Division – Parks & Recreation Department**
 - d. Hire Two (2) Recreation Aides-Part Time – Recreation Division – Parks & Recreation Department**
- 6. APPROVAL OF MINUTES:**
 - a. Minutes from May 7, 2026, Council Meeting**
- 7. 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 Pat Jaramillo 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. Community Wellness Council (Health Council Valencia County)

Pamela Skinner, Coordinator for the Community Wellness Council and 100% Valencia, provided the Council with the organization's annual update regarding public health and wellness initiatives throughout Valencia County. Ms. Skinner introduced Alexis Kathy, the new Health Promotion Specialist with the Department of Health, who will be working out of the Los Lunas Public Health Office promoting services including WIC, family planning, cancer screening, and harm reduction programs.

Ms. Skinner discussed ongoing efforts related to the statewide coordination of the 988-crisis response system, including addressing liability concerns between 911 and 988 emergency response services. She also reported on the acquisition and placement of five Narcan distribution boxes throughout Valencia County, including locations in Los Lunas, Belen, Rio Communities, and Meadow Lake. The Narcan boxes are free and intended to provide lifesaving overdose intervention resources to the public. The initiative is a partnership involving the Community Wellness Council, Valencia County, the Valencia County Opioid Remediation Collaborative, and Women in Leadership, Inc.

Additional updates were provided on the ongoing 100% Valencia initiative and its ten task forces addressing community priorities including medical and dental services, behavioral health, transportation, housing, food security, youth mentoring, parenting supports, schools, and employment. Ms. Skinner highlighted transportation coordination efforts that established a direct transit

route between the Valencia Transportation Center and UNM-Valencia Campus. Ms. Skinner also discussed efforts to coordinate Regional 13 behavioral health funding opportunities through the SB3 initiative, noting that approximately \$13 million in funding may become available for mental and behavioral health programs in the region. Survey results from the organization's community needs assessment identified medical services, dental services, early childhood support, food access, parenting support, and behavioral health as the highest community priorities.

Lastly, Ms. Skinner provided information regarding the Community Wellness Council's updated resource directory, which has been integrated into the 988 Directory, New Mexico Share, and other statewide referral systems to improve public access to health and community services throughout Valencia County.

2. Relocation Agreement between the Village of Los Lunas and New Mexico Gas Company

Village Administrator Gregory Martin presented a relocation agreement between the Village of Los Lunas and New Mexico Gas Company related to the I-25 Los Lunas Boulevard Corridor Project. The agreement provides for the relocation of existing gas lines and a regulator station that conflict with the roadway improvements. Gregory Martin explained that under New Mexico law, the Village is responsible for reimbursing utility relocation costs associated with public roadway projects. The estimated cost of the relocation work is approximately \$4.1 million and will be funded through recently awarded state legislative appropriations for the project. Gregory Martin noted that the work is anticipated to begin in June and that no gas service interruptions are expected during construction. Molzen Corbin will review all submitted invoices to ensure costs are appropriate and comply with the agreement before payment approval.

Mayor Griego asked for a recommendation regarding the relocation agreement between the Village of Los Lunas and New Mexico Gas Company.

APPROVAL: Motion to approve the relocation agreement
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

3. Collective Bargaining Agreement between the Village of Los Lunas and Los Lunas Fire Fighters Association Local 4297

Human Resources Director Marcos Castillo presented the proposed Collective Bargaining Agreement between the Village of Los Lunas and the Firefighters Union Local 4297 for Council consideration. Mr. Castillo explained that the negotiating team included Human Resources staff, Fire Chief Gabaldon, Deputy Chief Tommy Madrid, and legal counsel. The agreement includes a 6.35% wage increase based on the compensation study previously approved by Council. In addition, the agreement provides firefighters with an additional 24 hours of bereavement leave, allowing for a total of 48 hours to better accommodate the nature of firefighter shifts. Mr. Castillo noted that this is a mid-term contract agreement expiring at the end of Fiscal Year 2027, at which time all contract items will return to negotiations.

Mayor Griego asked for a recommendation regarding the collective bargaining agreement.

APPROVAL: Motion to approve the collective bargaining agreement with the Los Lunas Fire Fighters Association
MOVED: Councilor Runyon
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

4. Donation/Disposition of Surplus Breathing Air Compressor and Fill Station Equipment

Fire Chief John Gabaldon presented a request for approval of the donation or disposal of surplus breathing air equipment previously purchased in 2008. Chief Gabaldon explained that the equipment has been replaced with a newer, higher-capacity system capable of filling the department's updated 5,000 PSI air cylinders. The surplus equipment, originally valued at approximately \$36,000, is no longer compatible with the Village's operational needs. Chief Gabaldon stated that the equipment would be donated to a fire department in Rio Arriba County, as identified through coordination with the State Fire Marshal's Office, where it will continue to

benefit emergency response operations. He also noted that additional surplus fire equipment may be brought before Council at a later date for similar donation consideration.

Mayor Griego asked for a recommendation regarding the donation of the surplus breathing air compressor and fill station equipment.

APPROVAL: Motion to approve the donation of the surplus breathing air compressor and fill station equipment
MOVED: Councilor Runyon
SECONDED: Councilor Romero
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

5. 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. 6:33PM

APPROVAL: Motion to enter into executive session
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

At 7:20PM, Mayor Griego requested a motion from the Council to reconvene the meeting following executive session discussion.

APPROVAL: Motion to reconvene regular session
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

Regarding the acquisition of Sewer Easement to serve Plaza Luna Lofts Apartments, Mayor Griego announced that Council discussed entering into an agreement to modify the existing lease agreement with the School of Dreams Academy, including proposed changes related to easements, water rights, and impacts. The item will be placed on the next regular meeting agenda for consideration.

APPROVAL: Motion to place this item on the next regular meeting agenda for consideration.
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

Regarding the hiring of a Facility Maintenance Technician II – Mayor Griego recommended Joshua Duran

APPROVAL: Motion to approve the hiring of Joshua Duran
MOVED: Councilor Romero
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

Regarding the hiring of a Park Ranger – Mayor Griego recommended Aden Pairett

APPROVAL: Motion to approve the hiring of Aden Pairett
MOVED: Councilor Chavez
SECONDED: Councilor Runyon
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

Regarding the hiring of (2) Recreation Aides-Part Time – Mayor’s first recommendation was Ava Eylicio

APPROVAL: Motion to approve the hiring of Ava Eylicio
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

Regarding the hiring of (2) Recreation Aides-Part Time – Mayor’s second recommendation was Jaime Borunda

APPROVAL: Motion to approve the hiring of Jamie Borunda
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

6. MINUTES

Mayor Griego asked if there were any amendments/corrections to the May 7, 2026 Council Meeting minutes – there were none.

APPROVAL: Motion to approve the May 7, 2026 Council Meeting minutes
MOVED: Councilor Runyon
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of **3 FOR (Councilor Romero – yes; Councilor Runyon – yes; Councilor Chavez – yes) AND 0 AGAINST.**

7. ADJOURNMENT.

Council meeting adjourned at 7:23PM.

Gregory D. Martin, Village Administrator

Charles Griego, Mayor