



VILLAGE OF LOS LUNAS
REGULAR COUNCIL MEETING AGENDA
Thursday, April 23, 2026 | 6:00PM
Council Chambers | 660 Main Street
Los Lunas, NM, 87031

ATTENTION:

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

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

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

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

Michael Jaramillo 1. ***Public Hearing: Ordinance #487 regarding a loan agreement with the New Mexico Department of Transportation to complete the funding of the construction of the Los Lunas I-25 Interchange and East/West Corridor Phase I Project.***

TAB 1.
ACTION REQUESTED OF COUNCIL: Public Hearing/Approve or disapprove.

Michael Jaramillo 2. ***Resolution 26-06 Transportation Program Funding (TPF) North Los Lentes Rd***

TAB 2.
ACTION REQUESTED OF COUNCIL: Approve or disapprove.

Michael Jaramillo 3. ***Resolution 26-07 Transportation Program Funding (TPF) James Street Hawk Signal***

TAB 3.
ACTION REQUESTED OF COUNCIL: Approve or disapprove.

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

TAB 4.
a. Hire (2) Firefighter/EMT – Fire Department

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.

- b. Hire Park Ranger II – Open Space Division – Parks & Recreation Department
- c. Hire Summer Recreation College Aides – Recreation Division – Parks & Recreation Department
- d. Hire Summer Recreation High School Aides – Recreation Division – Parks & Recreation Department
- e. Hire Summer Youth Employment Program Participants – Human Resources Department

5. Approval of Minutes.

TAB 5.

- a. Minutes from April 9, 2026, Council Meeting.
- b. Minutes from March 28, 2026, Strategic Planning/Pre-Budget Workshop.

6. Adjournment.



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Notice of Public Hearing and Intent to Adopt Ordinance #487 regarding a loan agreement with the New Mexico Department of Transportation to complete the funding of the construction of the Los Lunas I-25 Interchange and East/West Corridor Phase I Project.

Presenter:

Michael Jaramillo

Department:

Public Works

Meeting Date:

April 23, 2026

Action Requested:

☒ Approval/Disapproval

☐ Informational

☒ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The Village of Los Lunas is requesting to enter into a loan agreement with the New Mexico Department of Transportation (NMDOT) for the purpose of obtaining a loan from the NMDOT's State Infrastructure Bank (SIB) in the amount of \$14,000,0000 to pay for engineering and construction engineering costs needed to complete the construction of the new I-25 Interchange and East/West Corridor that includes a new river crossing, at-grade railroad crossing, signal and lighting improvements, storm water mitigation and bike/pedestrian facilities. The Loan will be for a period of 15 years with a 1.5% interest rate and payable annually from the Village's distribution of State Shared Gross Receipts Tax and Municipal Gross Receipts Tax (Pledged Revenues); Declaring the necessity for the loan; providing that the loan will be payable and collectible solely from the Pledged Revenues; prescribing other details concerning the loan. A general summary of the subject matter contained in the ordinance is set forth in the title. This notice constitutes compliance with 3-17-3 N.M.S.A. 1978. Item was published in the Valencia County News-Bulletin and Albuquerque Journal.

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

Contract No. _____
Vendor No. _____
Control No. **A300962**

**STATE INFRASTRUCTURE BANK
LOAN AGREEMENT**

This **STATE INFRASTRUCTURE BANK LOAN AGREEMENT** (“Agreement”) is made and entered into as of [April] __, 2026 (“Effective Date”), by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION** (“Department”), and **VILLAGE OF LOS LUNAS** (“Village”) (together the “Parties”).

RECITALS:

WHEREAS, pursuant to NMSA 1978, Section 9-1-5(C), the Department, through the Secretary of Transportation (the “Secretary”), is authorized to apply for any federal funds available to carry out the Department’s programs, duties and services;

WHEREAS, the Department established a federally funded, revolving fund infrastructure bank (the “SIB”) in accordance with the provisions of Section 350 of the National Highway System Designation Act of 1995, Public Law 104-59 (November 28, 1995) and a SIB Cooperative Agreement between the Department, the Federal Highway Administration (“FHWA”), and the New Mexico Finance Authority (“NMFA”), effective November 3, 1997 (the “Cooperative Agreement”);

WHEREAS, the Village is a political subdivision of the State of New Mexico (“State”) duly organized and existing pursuant to the Constitution and laws of the State and acting through its Village Counsel (“Village Council”), with the power to enter contracts and to exercise such other privileges which are not inconsistent with state law;

WHEREAS, pursuant to NMSA 1978, Section 67-3-28, the Department has the authority to enter into cooperative agreements with the Village to share the costs of highway projects;

WHEREAS, the Village determined to share costs with the Department for an infrastructure project, as more fully described in Exhibit A (the “Project”);

WHEREAS, the Village receives annual revenue from the State Share Gross Receipts Tax (“SSGRT”) and Municipal GRT (“MGRT”), both of which are available to fund Village infrastructure projects;

WHEREAS, the Village Council determined that it is in the best interest of the Village and its residents to enter this Agreement with the Department, accept a SIB loan to finance the implementation of the Project, and pledge proceeds from its SSGRT and MGRT as collateral for, and the dedicated source of revenue to repay, the SIB loan;

WHEREAS, the Village, with the approval of the Village Council, made timely application to the SIB through the Department for a SIB loan to finance a portion of the cost of the Project (the “Application”), and the State Transportation Commission (“Commission”), at its September 18, 2025 meeting, and the Secretary approved the Village’s application for a loan from available funds of the SIB, in an amount not to exceed the amount of the Loan commitment set forth in the Term Sheet (the “Loan”);

WHEREAS, the Village, with the approval of the Village Council, desires to irrevocably pledge portions of the SSGRT and MGRT revenue (the “Pledged Revenues”) as the source of the Loan Repayment. Further, except as described on the Term Sheet attached hereto as Exhibit A, the Pledged Revenues are not subject of any pledge or hypothecation in any manner or for any purpose at the time of execution of this Agreement;

WHEREAS, the execution, performance and delivery of this Agreement has been authorized, approved and directed by all necessary and appropriate action of the Village and the Village Council; and

WHEREAS, the execution, performance and delivery of this Agreement has been authorized, approved and directed by all necessary and appropriate action of the Department and the Commission; and

NOW, THEREFORE, for and in consideration of the award of the Loan from the SIB, the Village agrees to perform its obligations under this Agreement in accordance with the conditions, covenants and procedures set forth below including, as follows:

ARTICLE I. DEFINITIONS

Section 1.01 Definitions. The following capitalized terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

“Annual Repayment Amount” means the amount designated on the Term Sheet.

“Application” shall have the meaning provided in the Recitals to this Agreement.

“Authorized Officer” means, in the case of the Village, the Village Mayor or Village Administrator or their successor in office, or such other person or persons authorized pursuant to a resolution or ordinance of the Village Council to act as an Authorized Officer, perform any act, or execute any document relating to the Loan or this Agreement, and whose name is furnished in writing to the Department.

“Costs” means those engineering, construction engineering and construction management costs that are reasonable, necessary and allocable to the Project and are permitted by generally accepted accounting principles to be costs of the Project.

“Event of Default” means any occurrence or event specified in Section 4.01.

“FHWA” means the Federal Highway Administration.

“Force Majure” means an external event or events beyond the Village’s control, that make it illegal, impossible or impracticable for the Village to make timely payments in accordance with this Loan. A “force majeure” includes acts of God; wildfire, flood, or other extreme weather; earthquake; epidemic or pandemic and related public-health orders; war, invasion, terrorism, civil unrest, or insurrection; embargo, sanctions, or blockade; any law, order, or regulation (including emergency or executive orders) that restricts or suspends payment activity; banking-system or payment-rail disruption (including Federal Reserve, ACH, wire-transfer, SWIFT, card-network, or clearing-system outage); widespread communications or power failures; or the destruction or inaccessibility of the Village’s principal operations or banking facilities.

“Interest Rate” shall mean a per annum rate of interest for the Loan in effect from time to time as provided in the Term Sheet.

“Loan” shall have the meaning set forth in the Recitals to this Agreement.

“Loan Proceeds” shall mean the proceeds of the Loan as described on the Term Sheet.

“Loan Repayment Proceeds” means the payment the Village will remit to the SIB, through the Department in the amount of each scheduled annual payment, on or before December 15, as provided in the Loan Repayment Schedule, each payment comprised of the Principal payment and Interest component.

“Loan Repayment Schedule” means the schedule set forth in Exhibit C to this Agreement.

“Loan Term” means the term of this Agreement provided in the Term Sheet.

“Ordinance” means Village Ordinance No. 487 adopted April 23, 2026 by the Village Council approving the Agreement and pledging the Pledged Revenues to the payment of the Agreement as shown on the Term Sheet.

“NMSA” means the New Mexico Statutes Annotated, 1978 compilation, as may be amended and supplemented.

“Parity Obligations” means this Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Agreement, including any such obligations shown on the Term Sheet.

“Payment Date” means the date or dates of payment of the principal and interest on the Loan as described on the Term Sheet.

“Pledged Revenues” shall mean the irrevocable, source of repayment pledged to payment of the Agreement pursuant to the Ordinance and as described in Exhibit A.

“Project” means the project described in Exhibit A, all or a portion of the Cost of which is financed or refinanced by the SIB pursuant to the terms of this Agreement.

“Project Account” means the Village account established within the SIB for deposit of Loan Repayment Proceeds.

“Project Schedule” shall mean that certain schedule of the construction and equipping of the Project, containing specific dates and times of performance attached as Exhibit B, attached hereto and incorporated herein by reference.

“Request for Disbursement” shall mean a written request delivered by the Village in the form attached hereto as Exhibit D pursuant to the terms of this Agreement, which request shall identify the amount to be disbursed and the purpose for which the Village shall use such disbursement. Each Request for Disbursement shall be in form and substance satisfactory to the Department.

“SIB” means the state infrastructure bank created by the Department pursuant to Section 350 of the National Highway System Designation Act of 1995, Public Law 104-59 (November 28, 1995).

“State” means the State of New Mexico.

“Term Sheet” means Exhibit A, attached hereto and incorporated herein by reference.

Section 1.02 Words Importing the Singular, Person or Gender. Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa. Words importing persons shall include firms, associations, corporations, agencies and governmental entities. Words importing one gender shall include the other gender and gender neutral.

ARTICLE II. REPRESENTATIONS AND COVENANTS OF VILLAGE

Section 2.01 Representations of the Village. The Village represents for the benefit of the Department, as follows:

(A) **Authority.**

(i) The Village has full legal right and authority to execute and deliver this Agreement, to pledge the Pledged Revenues, and to carry out and consummate all transactions contemplated by this Agreement. The Loan is a matter that the Village may undertake pursuant to State law for which the Village is authorized by law to borrow money pursuant to Ordinance No. 487 adopted on April 23, 2026.

(ii) The Village Council’s proceedings approving this Agreement and authorizing its execution, issuance and delivery on behalf of the Village, have been duly and lawfully adopted and approved in accordance with State laws, at a meeting or meetings, called pursuant to necessary public notice and held in accordance with applicable State law, and at which quorums were present and acting throughout.

(iii) The Village represents this Agreement has been duly authorized, executed and delivered by the Village, constitutes the legal, valid and binding obligations of the Village in accordance with Agreement terms, and the information contained under “Project Description” on Exhibit A is true and accurate in all respects.

(B) Full Disclosure. There is no fact that the Village has not disclosed to the Department in writing on the Village's application for the Loan or otherwise that materially adversely affects the properties, activities, prospects or condition (financial or otherwise) of the Village, or the ability of the Village to authorize all Loan Repayments, or the ability of the Village otherwise to observe and perform its duties, covenants, obligations and agreements under this Agreement.

(C) Pending Litigation. There are no proceedings pending, or, to the knowledge of the Village threatened, against or affecting the Village, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Village, or the ability of the Village to authorize all Loan Repayment solely from Pledged Revenues, or the ability of the Village otherwise to observe and perform its duties, covenants, obligations and agreements under this Agreement that have not been disclosed in writing to the Department in the Village's application for the Loan or otherwise to the Department.

(D) Compliance with Existing Laws and Agreements. The authorization, execution and delivery of this Agreement by the Village, the pledge of the Pledged Revenues, and the observance, compliance, and performance by the Village of its duties, covenants, obligations, and transactions provided for in this Agreement, will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Village pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of this Agreement) to which the Village is a party or by which the Village or any fund of the Village may be bound, nor will such action result in any violation of the provisions of any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Village, or the properties or operation of the Village, are subject.

(E) No Defaults. No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan agreement or receipt of the amount of the Loan, would constitute an Event of Default under Section 4.01 of this Agreement. The Village is not in violation of, or has received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Village, or the ability of the Village to authorize all Loan Repayments, or the ability of the Village otherwise to observe and perform its duties, covenants, obligations and agreements under this Agreement.

(F) Necessity of the Project. The Village, through its Village Council, determined the completion of the Project under the terms and conditions provided for in this Agreement is necessary, convenient and in furtherance of the governmental purposes of the Village and is in the best interest of the Village.

(G) Compliance with Law. The Village affirms it:

(i) is compliant with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect (a) the

ability of the Village to undertake the Loan and authorize Loan Repayments, or (b) complete the Project, or (c) the condition (financial or otherwise) of the Village or any special fund constituting Pledged Revenues; and

(ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary to undertake or complete the Project and to undertake the Loan and to authorize Loan Repayments from Pledged Revenues.

(H) Irrevocable Enactment for Pledged Revenues. During the term of the Agreement, any ordinance, resolution or other enactment by the Village Council or the Village applying the Pledged Revenues for payment of this Loan shall be irrevocable until this Agreement is paid in full as to both principal and interest, and shall not be subject to amendment or modification in any manner as to jeopardize timely payment and fulfillment of the Agreement terms.

(I) Pledged Revenue Priority.

(i) The portion of Pledge Revenues necessary to pay the Agreement Payments is not needed or budgeted to pay current, anticipated operational or other expenses by the Village.

(ii) There are no outstanding bonds, notes or other obligations of the Village payable from or secured by a parity lien on Pledged Revenues.

Section 2.02 Particular Covenants of the Village.

(A) Source of Repayment Pledge.

(i) The Village irrevocably pledges the Pledged Revenues.

(ii) During the term of the Agreement, the Village shall not create or incur additional indebtedness, bonds or notes payable on a priority ahead of the indebtedness authorized out of the Pledged Revenues.

(B) Performance under Agreement. The Village shall cooperate with the Department in the observance and performance of the respective duties, covenants, obligations and agreements of the Village and the Department under this Agreement, including compliance with the obligations described in the Exhibits to this Agreement.

(C) Use of Loan Proceeds – Project Completion.

(i) The Village shall proceed without delay to apply the Loan Proceeds exclusively to Costs for completion of the Project. Construction and completion of the Project, in accordance with all applicable federal, state, and local laws and regulations, ordinances and resolutions, and use of the Loan Proceeds for this purpose, are material to the SIB's consideration and approval of the Loan.

(ii) The Village shall complete the Project with all practical dispatch in accordance with the Project Schedule, attached hereto as Exhibit B. Upon completion of the Project an Authorized Officer of the Village shall deliver a Certificate of Completion in accord

with Section 5.01 and in the form of Exhibit E, attached hereto and incorporated herein, attesting that the Project has been completed, fully accepted by the Village, and all Costs have been paid.

(D) Payment of Agreement. The Village shall make timely payments from Pledged Revenues on each Payment Date. Nothing in this Agreement shall be construed as prohibiting the Village from making such payments from any moneys which may be lawfully used, and which are legally available for that purpose.

(E) Records: Pledged Revenue Accounts.

(i) The Village shall keep accurate records and accounts for Pledged Revenues (the “Pledged Revenues Records”), separate and distinct from its other records and accounts (the “General Records”).

(ii) Pledged Revenue Records shall be maintained in accordance with generally accepted accounting principles and shall be audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Village, as determined by the Village.

(iii) Pledged Revenue Records and General Records shall be made available for inspection by the Department at any reasonable time, and a copy of each annual audit, including all written comments and recommendations of the independent accountant, shall be furnished to the Department within 30 days of the completion of the annual audit..

(iv) If requested by the Department, the Village shall provide the Department with a certification, by the independent auditor, that the Village is not in default of its covenants and obligations under this Agreement.

(F) Site and Records Inspections. Within five (5) business days of receipt of notice from the Department of proposed inspection, the Village shall permit the Department to examine, visit and inspect the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, relating to the Project, this Agreement, and Pledged Revenues.

(G) Notice of Material Adverse Change. The Village shall promptly notify the Department of any material adverse change in the activities, prospects or condition (financial or otherwise) of the Village relating to the Pledged Revenues, the ability of the Village to authorize all Loan repayments, or the ability of the Village to observe and perform its duties, covenants, obligations and agreements under this Agreement.

(H) Continuing Representations. The representations of the Village contained in Section 3.01 shall be true at the time of the execution of this Agreement and the Village shall take all actions within its power to maintain the truth of these representations at all times during the term of this Agreement.

ARTICLE III. LOAN TO VILLAGE; AMOUNTS PAYABLE; GENERAL AGREEMENTS

Section 3.01 The Loan. The SIB, through the Department, agrees to loan to the Village, and the Village agrees to borrow from the SIB, the Loan in the principal amount equal to the Principal Amount set forth in the Term Sheet.

Section 3.02 Loan Term. This Agreement shall commence on the Effective Date and shall not terminate until the Loan is paid in full or provision for the payment of this Agreement has been made pursuant to Section 4.09.

Section 3.03 Loan Proceeds Disbursement.

(A) The Village shall submit a Requisition executed by an Authorized Officer of the Village, substantially in the form provided in Exhibit D.

(B) The Department shall promptly review the request and confirm in writing to the Village that the request is acceptable, or identify deficiencies to be corrected on an amended disbursement request.

(C) The Department shall disburse the Loan Proceeds to the Village on the Effective Date or within two (2) business days.

Section 3.04 Amounts Payable. The Village shall repay the principal of the Loan Proceeds and Interest from Pledged Revenues or from any non-federal moneys which may be lawfully used and which are legally available for that purpose on each Payment Date as described in the Term Sheet in accordance with the schedule set forth in Exhibit C. Each Loan Repayment shall be deemed to be a credit against the corresponding obligation of the Village under this Section 3.04 and shall fulfill the Village's obligation to pay such amount. If any Loan Proceeds remain at the end of the Project, such amount shall be used solely for Loan Repayment.

Section 3.05 Method of Payment – On each Payment Date, the Village shall annually transfer from Pledged Revenues to the Department, for the SIB, the Annual Repayment Amount for deposit into the Project Account created at the SIB.

Section 3.06 Lien; Equality of Liens. This Agreement constitutes an irrevocable first lien (but not necessarily an exclusive first lien) upon the Pledged Revenues. The Village covenants that the Pledged Revenues and any Parity Obligations subsequently authorized to be issued and from time to time outstanding shall be equitably and ratably secured by a first lien on the Pledged Revenues and shall not be entitled to any priority one of the other in the application of the Pledge Revenues regardless of the time or times of the issuance of such obligations, it being the intention of the Village that there shall be no priority between the Agreement Payments and any such Parity Obligations regardless of the fact that they may be actually issued and delivered at different times.

Section 3.07 Unconditional Obligations. The obligation of the Village to authorize the Loan Repayments and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein are payable from the Pledged Revenues and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to

any extent whatsoever, while any payments under this Agreement remain unpaid, except for an event of Force Majeure.

Section 3.08 Disclaimer of Warranties. The Village acknowledges and agrees: (i) the Department makes no warranty or representations, either express or implied as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) in no event shall the Department or its agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Agreement or the Project or the existence, furnishing, functioning or use of the Project or any item or products or services provided for in this Agreement; and (iii) to the extent authorized by law, the Village shall be liable for any and all claims, damages, liability and court awards including costs and expenses incurred as a result of any action or omission by the Village, or its employees, agents or subcontractors pursuant to the terms of this Agreement; provided however, that the provisions of this clause (iv) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the laws of the United States or the State.

Section 3.09 Source of Payment of Village's Obligations. The Department and the Village agree that the amounts owed by the Village under this Agreement, including without limitations, the amounts owed by the Village pursuant to Section 4.03 and Section 4.04 and this Section 4.06, of this Agreement are payable from the Pledged Revenues. No provision in this Agreement or any obligation herein imposed upon the Village shall constitute or give rise to or impose upon the Village a pecuniary liability or a change upon its general credit or taxing powers. No officer or member of the Village shall be personally liable on this Agreement. Nothing herein shall be deemed to prevent the Village, if it so elects in its sole and absolute discretion, from paying the amount payable under this Agreement from any other source which may be lawfully used and which is legally available for that purpose.

Section 3.10 Delivery of Documents. Concurrently with the execution of and delivery of this Agreement, the Village shall cause to be delivered to the Department each of the following items:

(A) Copies of the resolutions or ordinances of the governing body of the Village authorizing the execution and delivery of this Agreement, certified by an Authorized Officer of the Village; and.

(B) Such other certificates, documents, opinions and information as the Department may reasonably require.

Section 3.11 SIB Account Records. The Department shall provide to the Village written notification of each Loan Repayment transaction within 30 days of the transaction posting. The Department shall permit the Village, upon reasonable notice to the Department, to inspect and make copies of any documents, books and records relating to this Agreement.

Section 3.12 Option to Prepay Loan Repayments. The Village may prepay Loan Repayments, in whole or in part, upon written notice of not less than thirty (30) days to the Department.

Section 3.13 Additional Parity Obligations.

(A) Parity Test. This Agreement shall not prevent the issuance of additional Parity Obligations from and constituting a lien upon the Pledged Revenues on a parity with the lien of the Agreement. Before any additional Parity Obligations are issued, the Village must determine that Pledged Revenues received by the Village in the Fiscal Year immediately preceding the date of issuance of the proposed additional Parity Obligations shall have been sufficient to pay an amount representing 150% of the combined maximum annual principal and interest coming due in any subsequent Fiscal Year on existing Parity Obligations and the Parity Obligations proposed to be issued.

(B) Certificate of Opinion Regarding Pledged Revenues. A written certification of opinion by the Village Finance Manager or Independent Accountant that the Pledged Revenues are sufficient to pay the required amount under the test in subsection (A) of this Section 3.13 shall conclusively determine the right of the Village to issue additional Parity Obligations. In conducting its analysis and certification, the Village may utilize the results of any annual audit to the extent it covers the applicable period.

(C) Subordinate Obligations Permitted. Nothing in this Agreement shall prevent the Village from issuing additional obligations payable from the Pledged Revenue and having a lien on the Pledged Revenues subordinate and junior to the lien of this Agreement.

(D) Superior Obligations Prohibited. The Village shall not issue any obligation having a lien of the Pledged Revenues which is prior and superior to this Agreement.

ARTICLE IV. DEFAULTS AND REMEDIES

Section 4.01 Event of Default. If any of the following events occur, it is hereby defined as and declared to be and to constitute an “Event of Default:”

(A) Failure by the Village to authorize or cause to be authorized, any Loan Repayments required to be paid hereunder when due, which failure shall continue for a period of thirty (30) days after written notice by the Department to the Village.

(B) Failure by the Village to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (A) of this Section, which failure shall continue for a period of one hundred twenty (120) days after written notice, specifying such failure and requesting that it be remedied, is given to the Village;

(i) provided, however, that if the failure identified in the notice is correctable but cannot be corrected within the applicable period, the Department may consent to an extension of the time to cure the failure if corrective action is instituted by the Village within the applicable period and diligently pursued until the Event of Default is corrected; or

(ii) provided further, that if by reason of Force Majeure the Village is unable to carry out the agreements as required by this Agreement, the Village shall not be deemed in default under this paragraph (B) during the continuance of such inability (but *force majeure* shall not excuse any other Event of Default).

(C) Any representation made by or on behalf of the Village contained in this Agreement, or any instrument furnished in compliance with or with reference to this Agreement or the Loan, is false or misleading in any material respect; and

(D) A petition is filed by or against the Village under any federal or State bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Village such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Village shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Village or any of its property) shall be appointed by court order or take possession of the Village or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 4.02 Notice of Default. The Village shall give the Department prompt written notice of the occurrence of any Event of Default referred to in Section 4.01(D), and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer if the Village becomes aware of the existence thereof. Any telephone notice pursuant to this Section shall be confirmed in writing as soon as practicable by the Village.

Section 4.03 Remedies on Default. Whenever an Event of Default referred to in Section 4.01 hereof shall have occurred and be continuing, the Department shall have the right to take any action permitted or required pursuant to the Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Village hereunder.

Section 4.04 Application of Moneys. Any moneys collected by the Department pursuant to Section 4.03 hereof shall be applied to Loan Repayments.

Section 4.05 No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Department is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Department to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article.

Section 4.06 Retention of Department's Rights. The Department shall have the right upon the occurrence of an Event of Default to take any action, including bringing an action against the Village at law or in equity, as the Department may, in its discretion, deem necessary to enforce the obligations of the Village under this Agreement.

Section 4.07 Default by the Department. In the event of any default by the Department under any covenant, agreement or obligation of this Agreement, the Village's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Department hereunder as may be necessary or appropriate.

ARTICLE V. MISCELLANEOUS

Section 5.01 Notices.

(A) All notices, certificates or other communications shall be sufficiently given and deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the Village and to the Department at the following addresses or email:

New Mexico Department of Transportation
P O Box 1149
1120 Cerrillos Road, Room 131
Santa Fe, NM 87504-1149
Attention: Chief Financial Officer
Telephone: 505-670-9285
Email: Jeremy.hernandez@dot.nm.gov

The Village of Los Lunas
660 Main Street NW
Los Lunas, NM 87031
Attention: Village Administrator
Telephone: (505) 352-7654
Email: marting@loslunasnm.gov

(B) Parties may change notice address information by written notice to the other party.

Section 5.02 Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Department and the Village and their respective successors and assigns.

Section 5.03 Severability. In the event any provision of this Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision.

Section 5.04 New Mexico Tort Claims Act. As between the Parties, each shall be responsible for liability arising from personal injury or damage to personal property occasioned by its own agents or employees in the performance of this Agreement, subject in all cases to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

Section 5.05 Title VI Compliance. The Department and Village shall comply with all federal, State, and local laws and ordinances applicable to the work called for by the Agreement. The Department and Village further agree to operate under and be controlled by the Civil Rights Act of 1964, Title VI, and Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60). Accordingly, 49 CFR Part 21 and 23 CFR Part 200 are applicable to this Agreement.

Section 5.06 Equal Opportunity Compliance. The Department and Village agree to abide by all federal and State Laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State, the Department and Village agree to assure that no person in the United States shall, on the grounds of race, religion, color, national origin, sex, sexual preference, age or handicap, 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 the Department or Village is found to be not in compliance with these requirements during the life of this Agreement, non-complying party agrees to take appropriate steps to correct these deficiencies.

Section 5.07 Amendments, Supplements, and Modifications. This Agreement may not be amended, supplemented or modified without the prior written consent of the Department and the Village.

Section 5.08 Execution in Counterparts. This Agreement may be executed in several counterparts each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.09 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State. Venue for any legal action under this Agreement shall be the County of Santa Fe, New Mexico.

Section 5.10 Consents and Approvals. Whenever the written consent or approval of the Department shall be required under the provisions of this Agreement, such consent or approval may only be given by an authorized officer of the Department unless otherwise provided by law or by rules, regulations or resolutions of the Department.

Section 5.11 Captions. The captions or headings in this Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 5.12 Further Assurances. The Village shall, at the request of the Department, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be reasonably necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Department and the Village have caused this Agreement to be executed, sealed, and delivered, as of the date first written above. All of the terms and conditions of the Agreement are effective as of that date.

NEW MEXICO DEPARTMENT OF TRANSPORTATION

By: _____ Dated: _____
Cabinet Secretary
Secretary of Transportation

Approved as to Form
and Legal Sufficiency

By: _____ Dated: _____
John Newell
Acting General Counsel

VILLAGE OF LOS LUNAS:

By: _____ Dated: _____
Charles Griego
Mayor

[SEAL]

ATTEST:

By: _____ Dated: _____
Gregory Martin
Village Administrator

Approved as to Form
and Legal Sufficiency

By: _____ Dated: _____
Larry Guggino
Attorney for the Village

EXHIBIT A
TERM SHEET

**\$14,000,000 STATE INFRASTRUCTURE BANK LOAN TO
THE VILLAGE OF LOS LUNAS, NEW MEXICO**

Borrower:	Village of Los Lunas, New Mexico
Borrower Authorization	Ordinance No. 487
Project Description	Construction of the new I-25 Interchange and East/West Corridor that includes a new river crossing, at-grade railroad crossing, signal and lighting improvements, storm water mitigation and bike/pedestrian facilities
Principal Amount	\$14,000,000.00
Annual Repayment Amount	\$1,049,220.98
Loan Repayment Terms	Annually each year commencing 1-year after the Effective Date and terminating on the Maturity Date, pursuant to the Loan Repayment Schedule.
Pledged Revenues	The Village's State Share Gross Receipts Tax ("SSGRT") and Municipal Gross Receipts Tax ("MGRT")
Coverage Ratio	150% of maximum annual debt service
Current, Outstanding Parity Obligations	2016 Gross Receipts Tax Bonds
Additional Parity Bonds Test	150% of maximum annual debt service.
Effective Date	[Closing Date]
Interest Rate	1.5% per annum, compounded annually
Funding Sources	Those sources described in Exhibit C
Project Schedule	The schedule of construction set forth in Exhibit B

EXHIBIT B
SCHEDULE OF CONSTRUCTION

Start Date: 9-25-2025

Projected Completion Date: 7-27-2029

EXHIBIT C

PLEDGED REVENUES AND LOAN REPAYMENT SCHEDULE

Payment No.	Payment Source	Total Payment Amount	Principle	Interest	Balance	Payment Date
1	SSGRT & MGRT	\$1,049,220.98	\$839,220.98	\$210,000.00	\$13,160,779.02	5/1/2027
2	SSGRT & MGRT	\$1,049,220.98	\$851,809.29	\$197,411.69	\$12,308,969.73	5/1/2028
3	SSGRT & MGRT	\$1,049,220.98	\$864,586.43	\$184,634.55	\$11,444,383.29	5/1/2029
4	SSGRT & MGRT	\$1,049,220.98	\$877,555.23	\$171,665.75	\$10,566,828.06	5/1/2030
5	SSGRT & MGRT	\$1,049,220.98	\$890,718.56	\$158,502.42	\$9,676,109.51	5/1/2031
6	SSGRT & MGRT	\$1,049,220.98	\$904,079.34	\$145,141.64	\$8,772,030.17	5/1/2032
7	SSGRT & MGRT	\$1,049,220.98	\$917,640.53	\$131,580.45	\$7,854,389.64	5/1/2033
8	SSGRT & MGRT	\$1,049,220.98	\$931,405.13	\$117,815.84	\$6,922,984.51	5/1/2034
9	SSGRT & MGRT	\$1,049,220.98	\$945,376.21	\$103,844.77	\$5,977,608.30	5/1/2035
10	SSGRT & MGRT	\$1,049,220.98	\$959,556.85	\$89,664.12	\$5,018,051.44	5/1/2036
11	SSGRT & MGRT	\$1,049,220.98	\$973,950.21	\$75,270.77	\$4,044,101.23	5/1/2037
12	SSGRT & MGRT	\$1,049,220.98	\$988,559.46	\$60,661.52	\$3,055,541.77	5/1/2038
13	SSGRT & MGRT	\$1,049,220.98	\$1,003,387.85	\$45,833.13	\$2,052,153.92	5/1/2039
14	SSGRT & MGRT	\$1,049,220.98	\$1,018,438.67	\$30,782.31	\$1,033,715.25	5/1/2040
15	SSGRT & MGRT	\$1,049,220.98	\$1,033,715.25	\$15,505.73	\$0.00	5/1/2041

EXHIBIT D
REQUEST FOR DISBURSEMENT

RE: \$14,000,000 Loan Agreement dated [CLOSING DATE] by and between the Village of Los Lunas, New Mexico, as Borrower and the New Mexico Department of Transportation (the "Agreement").

TO: NEW MEXICO DEPARTMENT OF TRANSPORTATION, Attn:

You are hereby authorized to disburse with regard to the above-referenced Agreement, the following:

I. PAYMENT INFORMATION:

REQUISITION NO. _____ PAYMENT AMOUNT: \$ _____

II. REQUISITION INFORMATION:

Please attach proof of expenditures. (cancelled check, wire transfer, bank ledger etc.) List all vendors, payment purposes, or eligible item categories.

III. WIRING INFORMATION:

BANK NAME:	
ABA ROUTING NUMBER:	
ACCOUNT NUMBER:	

IV. VERIFICATION AND AUTHORIZATION"

Each obligation, item of cost or expense mentioned herein is for a loan made to the Borrower within the State of New Mexico, is due and payable, has not been the subject of any previous requisition and is a proper charge. All representations contained in the Agreement, the related closing documents remain true and correct, and the Borrower is not in breach of any of the covenants contained therein.

The proceeds of the Loan are to be used for the specific purposes contained in the Agreement.

Capitalized terms used herein, are used as defined or used in the Agreement.

DATE: _____

AUTHORIZED OFFICER
Print Name: _____
Print Title: _____

EXHIBIT E

CERTIFICATE OF COMPLETION

RE: \$14,000,000 Loan Agreement by and between the Village of Los Lunas, New Mexico, as Borrower and the New Mexico Department of Transportation (the “Agreement”).

TO: New Mexico Department of Transportation
[e-mail address]

[Person]

[Title]

1120 Cerrillos Road

Santa Fe, New Mexico 87504

CLOSING DATE: [____], 2026

In accordance with Section 2.02 of the Agreement, the undersigned states, to the best of his or her knowledge, that the acquisition of the Project has been completed and accepted by the Village, and all costs have been paid as of the date of this Certificate. Notwithstanding the foregoing, this certification is given without prejudice to any rights against third parties which exist at the date of this Certificate or which may subsequently come into being.

Capitalized terms used herein, are used as defined or used in the Agreement.

DATED: _____

By _____
Authorized Officer of the Village

Title _____
Print Name and Title

EXHIBIT F
FORM OF OPINION OF THE LEGAL COUNSEL FOR THE
VILLAGE OF LOS LUNAS

Ladies and Gentlemen:

I am an attorney admitted to practice in the State of New Mexico and I have acted as counsel to the Village of Los Lunas (the “Village”), which entered into a Loan Agreement with the New Mexico Department of Transportation (the “Department”), and have acted as such in connection with the authorization, execution and delivery by the Village of the Loan Agreement.

In so acting I examined the Constitution and laws of the State of New Mexico. I also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

- (a) The proceedings of the governing body of the Village (the “Village Council”) relating to the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);
- (b) The Loan Agreement, dated as of [INSERT EFFECTIVE DATE] by and between the Department and the Village; and
- (c) Proceedings of the Village Council relating to the issuance of the Loan Agreement and the execution, issuance and delivery thereof to the Department.

I also examined and relied upon originals, or copies certified or otherwise authenticated to my satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in my judgment I deemed necessary or appropriate to enable me to render the opinions expressed below.

Based upon the foregoing, I am of the opinion that:

1. The Village is a political subdivision of the State of New Mexico (“State”) duly organized and existing pursuant to the Constitution and laws of the State and acting through its Village Counsel (“Village Council”), with the power to enter contracts and to exercise such other privileges which are not inconsistent with state and with the legal right to collect the Pledged Revenues (as defined in the Loan Agreement) and to undertake and complete the Project.

2. The proceedings of the Village Council authorizing the Village to undertake and complete the Project were duly and lawfully adopted and approved in accordance with applicable New Mexico law at meetings duly called pursuant to necessary public notice and held in accordance with applicable New Mexico law at which quorums were present and acting throughout and were published in accordance with applicable New Mexico law.

3. The proceedings of the Village Council approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Village have been duly and lawfully adopted and approved in accordance with applicable New Mexico law, at meetings duly

called pursuant to necessary public notice and held in accordance with applicable New Mexico law, and at which quorums were present and acting throughout and were published in accordance with applicable New Mexico law.

4. To the best of my knowledge, after such investigation as I deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Village, the observation and performance by the Village of its duties, covenants, obligations and agreements and the consummation of the transactions contemplated therein, and the undertakings and completion of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Village or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing ordinance, resolution, trust agreement, indenture, mortgage, deed of trust or other agreement (exception only outstanding instruments relating other bonds, notes or other indebtedness of or relating to the Village) to which the Village is a party or by which it, the Pledged Revenues, or its property or assets is bound.

5. To the best of my knowledge, after such investigation as I deemed appropriate, there is no litigation or other proceedings pending or threatened in any court or other tribunal of competent jurisdiction (either State or federal) questioning the creation, organization or existence of the Village or of the validity, legality or enforceability of the Loan Documents or undertaking or completion of the Project or, except as disclosed in writing to the Department, which if adversely determined, could materially adversely affect (a) the financial position of the Village, (b) the ability of the Village to perform its obligations under the Loan Documents, (c) the security for the Loan Documents, or (d) the transactions contemplated by the Village.

6. The Village is eligible for project funding under the SIB's enabling legislation and the Department's authority under NMSA 1978, Section 67-3-28.

7. The Village has full legal right and authority to execute the Loan Agreement and the Village has full legal right and authority to observe and perform respective duties, covenants, obligations and agreements there under; subject to the effect of, and to restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditors, rights generally (together here referred to as "Creditor's Rights Limitations") and as may be enacted or amended after execution of the Loan Agreement.

8. The Village pledged the Pledged Revenues to the Loan Agreement for the punctual payment of the principal of and interest on the Loan and all other amounts due under the Loan Agreement according to their respective terms and the Department has a first lien on such revenues. No filings or recordings are required under the New Mexico Uniform Commercial Code in order to provide a first lien on such revenues, and all action have been taken as required under New Mexico law to insure the priority, validity and enforceability of such lien.

9. The Loan Agreement has been duly authorized, executed and delivered by the authorized officers of the Village; and, assuming in the case of the Loan Agreement, that the

Department has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Agreement constitutes the legal, valid and binding obligations of the Village enforceable in accordance with their respective terms; subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from Creditor's Rights Limitations or other laws, judicial decision and principles of equity relating to the enforcement of contractual obligations generally, and provided that no opinion is expressed herein regarding the binding nature or enforceability of any provision of the Loan Agreement in the event that the Department exercises its right under Section 4.03 of the Loan Agreement to accelerate the obligations of the Village upon an Event of Default under Section 5.01(A) of the Loan Agreement.

10. There does not exist any bill, act, law, rule, regulation or local ordinance pending or, to the best of my knowledge, threatened which, if enacted, could materially adversely affect (a) the ability of the Village to perform its obligations under the Loan Documents, (b) the security for the Loan Documents, or (c) the transactions contemplated by the Loan Documents.

This opinion is rendered on the basis of federal law and the laws of the State as enacted and construed on this date. I express no opinion as to any matter not set forth in the numbered paragraphs herein. I make no undertaking to update the opinions expressed in this letter if changes in the law occur or facts come to my attention after the date of this letter that might affect those opinions.

Very truly yours,

By: _____
Larry Guggino, Legal Counsel to the Village

Date: _____

EXHIBIT G
FORM OF OPINION OF DEPARTMENT'S GENERAL COUNSEL

Ladies and Gentlemen:

I acted as counsel to the New Mexico Department of Transportation ("Department") in connection with the State Infrastructure SIB Loan Agreement dated as of [INSERT EFFECTIVE DATE], ("Loan Agreement") by and between the Department and the Village of Los Lunas ("Village").

I examined the law and such certified proceedings and other documents as I deem necessary to render the opinions expressed in this letter. As to questions of fact material to my opinions, I relied upon the certified proceedings and other certifications of public officials furnished to me without undertaking to verify the same by independent investigation. I also examined originals, or copies certified or otherwise identified to my satisfaction, of the following:

- (a) The proceedings of the governing body of the Department (the "State Transportation Commission") relating to the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement); and
- (b) The Loan Agreement.

The opinions expressed in this letter are subject to the following qualifications:

- (a) Enforceability of the Loan Documents may be limited by federal bankruptcy law and other laws affecting creditors' rights generally, by the exercise of judicial discretion in accordance with general principles of equity, and by rules of commercial reasonableness; and
- (b) The opinions expressed in this letter are limited to matters of current New Mexico law and current Title 23 of the United States Code.

Based on and subject to the foregoing, in my opinion:

1. The Loan documents are valid and binding special, limited obligations of the Department enforceable in accordance with their terms and provisions.
2. The Village is eligible for project funding under the SIB's enabling legislation and the Department's authority pursuant to NMSA 1978, Section 67-3-28.
3. As set forth in the Loan Agreement, the Village represents payments on the Loan Agreement are payable from and such payment is secured by a pledge of the revenues from the Village's portions of State Share Gross Receipts Tax ("SSGRT") and Municipal Gross Receipts Tax ("MGRT"), eligible for infrastructure project use and use by the Village for the Loan repayment.

This opinion is limited to matters expressly stated herein and is based on the assumptions and qualifications set forth herein and no further opinion may be inferred. This opinion is delivered to the addressees hereof in connection with the execution and delivery of the Loan Documents, and the opinion and all conclusions stated herein may not be quoted or relied upon by any person other than the addressees hereof or for any purpose other than as stated herein without our prior written consent. I make no undertaking to supplement this opinion if facts or circumstances come to my attention or changes in the law occur after the date of this letter that could affect this opinion.

Very truly yours,

By: _____
John Newell, Acting General Counsel
New Mexico Department of Transportation

Date: _____



ORDINANCE NO. 487

AUTHORIZING THE VILLAGE OF LOS LUNAS (“BORROWER”) TO ENTER INTO A LOAN AGREEMENT WITH THE NEW MEXICO DEPARTMENT OF TRANSPORTATION (“NMDOT”) FOR THE PURPOSE OF OBTAINING A LOAN FROM THE NMDOT’S STATE INFRASTRUCTURE BANK (“SIB”) IN THE AMOUNT OF \$14,000,0000 TO PAY FOR ENGINEERING, CONSTRUCTION ENGINEERING AND CONSTRUCTION MANAGEMENT COSTS NECESSARY TO COMPLETE THE CONSTRUCTION OF THE NEW I-25 INTERCHANGE AND EAST/WEST CORRIDOR THAT INCLUDES A NEW RIVER CROSSING, AT-GRADE RAILROAD CROSSING, SIGNAL AND LIGHTING IMPROVEMENTS, STORM WATER MITIGATION AND BIKE/PEDESTRIAN FACILITIES; DESIGNATING THE USE OF THE FUNDS FOR THE PURPOSE LISTED ON THE MOST CURRENT PROJECT DESCRIPTION FORM; DECLARING THE NECESSITY FOR THE LOAN; PROVIDING THAT THE LOAN WILL BE PAYABLE AND COLLECTIBLE SOLELY FROM STATE SHARE GROSS RECEIPTS TAXES AND MUNICIPAL GROSS RECEIPTS TAXES; PRESCRIBING OTHER DETAILS CONCERNING THE LOAN AND THE SECURITY THEREFOR.

Capitalized terms used in the following preambles are defined in Section 1 of this Ordinance, unless the context requires otherwise.

WHEREAS, the Borrower is a duly organized and validly existing political subdivision of the State under the Constitution and laws of the State with the power and authority to execute and deliver the Loan Agreement; and

WHEREAS, the project will include the construction of a new interchange on I-25, connecting approximately 4 miles of four-lane divided highway to NM 47, a river crossing, two (2) signalized intersections, and a multi-use trail running concurrently with the corridor (“Project”); and

WHEREAS, the Loan Agreement will be payable annually and solely from the state shared gross receipts taxes and municipal gross receipts taxes (“Pledged Revenues”); and

WHEREAS, the funds for this Project will include funds from the Loan, INFRA Nationally Significant Projects, Bonding Program 2021 (BP21), HB 2 – 2021 Legislative Session (HB2 21 ZF1201), HB 2 - 2023 Legislative Session (HB 2 23 ZH9004), NMDOT State Road Fund, and Local Contributions, as identified in the Village STIP; and

WHEREAS, the Borrower has the following obligations outstanding to which the Pledged Revenues have already been pledged:

Funding Source (i.e., Revenue Bond Series #, NMED Loan #, NMFA Loan #, etc.)	Principal Amount Outstanding at 02/1/2026	Is listed funding source superior, subordinate or on parity with this funding?
2016 Gross Receipts Tax Bonds	\$3,390,000	Parity

WHEREAS, the Borrower’s Governing Body has determined that it is in the best interest of the Borrower to accept and enter into the Loan Agreement with the NMDOT.

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE BORROWER:

Section 1. DEFINITIONS. As used in the Ordinance, the following terms shall have the meanings specified below, unless the context clearly requires otherwise (*such meanings to be*

equally applicable to both the singular and the plural forms of the terms defined unless the plural form is separately defined):

ACT. Section 350 of the National Highway System Designation Act of 1995, Public Law 104-59 (November 28, 1995); the general laws of the State, including Sections 67-3-65 and 67-3-28, NMSA 1978, as amended; 2 NMAC 40.30; enactments of the Governing Body of the Borrower relating to the Loan Agreement made by resolution or ordinance, including this Ordinance; and the powers of the Borrower as a public body under authority given by the Constitution and Statutes of the State.

ANNUAL AUDIT or SINGLE AUDIT. Financial statements of the Borrower as of the end of each Fiscal Year, audited by an Independent Accountant, consistent with the federal Single Audit Act and the State Auditor's rules.

AUTHORIZED OFFICER. The Borrower's mayor, or Village Administrator as designated by Borrower's Resolution Number 25-17, adopted by the governing body of the Borrower, as amended.

BORROWER. The Village of Los Lunas.

DEDICATED SOURCE(S) OF REPAYMENT (Source). State Shared Gross Receipts Taxes and Municipal Gross Receipts Taxes.

FISCAL YEAR. The twelve-month period commencing on the first day of July of each year and ending on the last day of June of the next succeeding year, or any other twelve-month period which the Borrower hereafter may establish as the fiscal year for the System.

FORCE MAJEURE. An external event or events beyond the Borrower's control, that make it illegal, impossible or impracticable for Borrower to make timely payments in accordance with the Loan Agreement. A "force majeure" includes acts of God; wildfire, flood, or other extreme weather; earthquake; epidemic or pandemic and related public-health orders; war, invasion,

terrorism, civil unrest, or insurrection; embargo, sanctions, or blockade; any law, order, or regulation (including emergency or executive orders) that restricts or suspends payment activity; banking-system or payment-rail disruption (including Federal Reserve, ACH, wire-transfer, SWIFT, card-network, or clearing-system outage); widespread communications or power failures; or the destruction or inaccessibility of Borrower's principal operations or banking facilities.

FUNDS. SIB Loan funds.

GOVERNING BODY OF THE BORROWER. Village Council.

LOAN. A loan of funds from the SIB made pursuant to the Loan Agreement.

LOAN AGREEMENT. The loan agreement between the Borrower and the NMDOT, pursuant to which funds will be loaned to the Borrower to construct the Project and pay eligible costs relating thereto.

NMSA. New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

ORDINANCE. This Ordinance as amended or supplemented from time to time.

PARITY BONDS or PARITY OBLIGATIONS. Revenue Bonds and other bonds or other obligations payable from the Pledged Revenues issued with a lien on the Pledged Revenues on a parity with the obligations as listed in this ordinance.

PROJECT. The construction of the new I-25 Interchange and East/West Corridor that includes a new river crossing, at-grade railroad crossing, signal and lighting improvements, storm water mitigation and bike/pedestrian facilities and further described as Project No. A300962.

PROJECT ACCOUNT. The fund of the same name created in the State Treasury and administered by NMDOT pursuant to the Act for the deposit of Loan Repayment Proceeds, funded from the Pledged Revenues in the amount necessary for payment of the principal and interest due annually under the Loan Agreement.

PROJECT COMPLETION DATE. Means the date that operations of the completed works are initiated or capable of being initiated, whichever is earlier. This also applies to individual phases or segments.

REGULATIONS. Regulations promulgated by the New Mexico State Highway and Transportation Department at 2.40.30 NMAC.

SUBORDINATE OBLIGATIONS. Other obligations payable from the Pledged Revenues, if any issued with a lien on the Pledged Revenues subordinate to the lien of the Loan Agreement as may be listed in this ordinance.

Section 2. RATIFICATION. All actions heretofore taken (not inconsistent with the provisions of the Ordinance) by the Borrower's Governing Body, the officers and employees of the Borrower, directed toward the Loan Agreement, are hereby ratified, approved and confirmed.

Section 3. FINDINGS. The Borrower's Governing Body hereby declares that it has considered all necessary and relevant information and data and hereby makes the following findings:

(A) The execution and delivery of the Loan Agreement pursuant to the Act to provide funds to finance the Project, is necessary and in the interest of the public health, safety, and welfare of the residents of the Borrower and will result in savings of finance costs to the Borrower.

(B) The Borrower will acquire, improve and finance the Project.

(C) The money available for the Project from all sources other than the Loan Agreement is not sufficient to pay when due the cost of the Project.

(D) The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the Loan Agreement.

Section 4. AUTHORIZATION OF PROJECT. The acquisition and construction of the Project and payment of eligible items as set forth in the Regulations from proceeds of the Loan

Agreement is hereby authorized at a cost not to exceed the principal Loan amount of \$14,000,000.00 excluding any cost of the Project to be paid from any source other than the proceeds of the Loan Agreement and Note.

Section 5. AUTHORIZATION OF LOAN AGREEMENT.

(A) For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the citizens of the Borrower and acquiring the Project, it is hereby declared necessary that the Borrower, pursuant to the Act and the Regulations execute and deliver the Loan Agreement, and the Borrower is hereby authorized to execute and deliver the Loan Agreement, to be payable and collectible solely from the water/sewer proprietary fund sales revenues. The NMDOT has agreed to disburse the proceeds according to the terms of the Loan Agreement to the Borrower upon a requisition submitted by the Borrower to the Department. The principal Loan amount shall not exceed \$14,000,000.00 plus accrued construction interest without the adoption of another Ordinance amending the Ordinance by the Borrower's Governing Body, and the annual interest rate on that principal amount shall not exceed one and one-half (1.5%) percent per annum collectively. Interest shall be computed as a percentage per year on the outstanding principal amount of the Loan on the basis of actual number of days lapsed. The final maturity date of the Loan shall be fifteen (15) years from the Effective Date of the Loan, as defined in the Loan Agreement. The Loan shall be repaid in substantially equal annual installments of principal and interest on the dates provided in the Loan Agreement with the first annual installment due no later than one year after the effective date of the Loan Agreement. The Borrower must obtain the written consent of the NMDOT before issuing additional obligations secured by the Pledged Revenues, such consent not to be unreasonably withheld.

(B) The Borrower is hereby authorized to accept the Loan proceeds under the terms of the Loan Agreement. The aggregate Loan amount shall not exceed \$14,000,000.00 without the adoption of another Ordinance amending the Ordinance by the Borrower's Governing Body.

(C) The form of the Loan Agreement is approved. An Authorized Officer is hereby authorized and directed to execute and deliver the Loan Agreement and any extensions of or amendments to any such document to be executed after completion of the Project, or any substitution therefore, with such changes therein consistent with the Ordinance and as shall be approved by an Authorized Officer whose execution thereof, or any extension thereof, or substitution therefore, in their final forms shall constitute conclusive evidence of their approval and compliance with this section.

(D) From and after the date of the initial execution and delivery of the Loan Agreement, Authorized Officers, agents and employees of the Borrower are authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of this Ordinance and the Loan Agreement.

Section 6. SPECIAL LIMITED OBLIGATIONS. The Loan Agreement and all payments of principal and interest thereon shall be special limited obligations of the Borrower and shall be payable and collectible solely from the Pledged Revenues which are irrevocably pledged as set forth in this Ordinance. The NMDOT may not look to any general or other fund for the payment of the principal and interest on the Loan Agreement except the designated special funds pledged therefore. The Loan Agreement shall not constitute indebtedness or debts within the meaning of any constitutional, charter or statutory provision or limitation, nor shall they be considered or be held to be general obligations of the Borrower and shall recite that they are payable and collectible solely from the Pledged Revenues, and that the NMDOT may not look to any general or other fund for the payment of the principal and interest on the Loan Agreement.

Section 7. OPERATION OF PROJECT. The Borrower will operate and maintain the Project so that it will function properly over its structural and material design life.

Section 8. USE OF PROCEEDS. The NMDOT shall disburse Loan funds pursuant to the Loan Agreement for NMDOT approved costs incurred by the Borrower for engineering, construction engineering and construction management costs related to the Project.

Section 9. LOAN REPAYMENT ACCOUNT. A Loan Repayment Account is established at the SIB under this Ordinance, held by the Borrower and funded from the Pledged Revenues in the amount necessary for payment of the principal and interest due annually under the Loan Agreement. So long as the Loan Agreement is outstanding, whether as to principal or interest, the Borrower shall fund the Loan Repayment Account and identify this in the Annual Budget.

Section 10. APPLICATION OF GROSS REVENUES.

(A) ENGINEERING, CONSTRUCTION ENGINEERING AND CONSTRUCTION MANAGEMENT. The Borrower shall pay for the engineering, construction engineering and construction management expenses of the Project and any approved indirect charges as incurred.

(B) PARITY OBLIGATIONS AND OTHER APPROVED DEBT(S). The Borrower shall pay the principal and interest of parity obligations and other approved debts which are secured from the Pledged Revenues as scheduled.

(C) EQUITABLE AND RATABLE DISTRIBUTION. Obligations of the Borrower secured by the Pledged Revenues on a parity with the Loan Agreement, from time to time outstanding, shall not be entitled to any priority one over the other in the application of the Pledged Revenues, regardless of the time or times of their issuance or creation.

(D) SUBORDINATE OBLIGATIONS. The Pledged Revenues used for the payment of Subordinate Obligations shall be applied first to the payment of the amounts due on the Loan Agreement and the Note, including payments to be made to other obligations payable from the Pledged Revenues which have a lien on the Pledged Revenues on parity with the Loan Agreement.

Section 11. LIEN OF LOAN AGREEMENT. The Loan Agreement shall constitute an irrevocable lien upon the Pledged Revenues with priorities on the Pledged Revenues as set forth in this Ordinance. The Borrower hereby pledges and grants a security interest in the Pledged Revenues for the payment of the Loan and any other amounts owed by the Borrower to the NMDOT pursuant to the Loan Agreement.

Section 12. OTHER OBLIGATIONS. Nothing in the Ordinance shall be construed to prevent the Borrower from issuing bonds or other obligations payable from the Pledged Revenues and having a lien thereon subordinate to the lien of the Loan Agreement. The Borrower must obtain the written consent of the NMDOT before issuing additional obligations secured by the Pledged Revenues having Parity with the Loan Agreement.

Section 13. DEFAULT. The following shall constitute an event of default under the Loan Agreement:

(A) Failure by the Village to authorize or cause to be authorized, any Loan Repayments required to be paid hereunder when due, which failure shall continue for a period of thirty (30) days after written notice by the NMDOT on behalf of the SIB to the Village.

(B) Failure by the Village to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Agreement, other than as referred to in paragraph (A) of this Section, which failure shall continue for a period of one hundred twenty (120) days after written notice, specifying such failure and requesting that it be remedied, is given to the Village;

(i) provided, however, that if the failure identified in the notice is correctable but cannot be corrected within the applicable period, the NMDOT (SIB) may consent to an extension of the time to cure the failure if corrective action is instituted by the Village within the applicable period and diligently pursued until the Event of Default is corrected; or

(ii) provided further, that if by reason of Force Majeure the Village is unable to carry out the agreements as required by this Agreement, the Village shall not be deemed in default under this paragraph (B) during the continuance of such inability (but Force Majeure shall not excuse any other Event of Default).

(C) Any representation made by or on behalf of the Village contained in this Agreement, or any instrument furnished in compliance with or with reference to this Agreement or the Loan, is false or misleading in any material respect; and

(D) A petition is filed by or against the Village under any federal or State bankruptcy or insolvency law or other similar law in effect on the date of this Agreement or thereafter enacted, unless in the case of any such petition filed against the Village such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Village shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Village or any of its property) shall be appointed by court order or take possession of the Village or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

Section 14. NOTICE OF DEFAULT; REMEDIES:

(A) The Village shall give the NMDOT prompt written notice of the occurrence of any Event of Default referred to in the Loan Agreement, and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial

officer if the Village becomes aware of the existence thereof. Any telephone notice pursuant to this Section shall be confirmed in writing as soon as practicable by the Village.

(B) Whenever an Event of Default referred to in the Loan Agreement shall have occurred and be continuing, the NMDOT shall have the right to take any action permitted or required pursuant to the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Village hereunder.

Section 15. ENFORCEMENT; VENUE. The NMDOT retains the right to seek enforcement of the terms of the Loan Agreement. If the NMDOT and the Borrower cannot reach agreement regarding disputes as to the terms and conditions of this Loan Agreement, such disputes are to be resolved promptly and expeditiously in the district court of Santa Fe County, New Mexico. The Borrower agrees that the district court for Santa Fe County, New Mexico shall have exclusive jurisdiction over the Borrower and the subject matter of this Loan Agreement and waives the right to challenge such jurisdiction.

Section 16. TERMINATION. When all obligations under the Loan Agreement have been paid, the Loan Agreement shall terminate and the pledge, lien, and all other obligations of the Borrower under this Ordinance shall be discharged. The principal amount of the Loan, or any part thereof, may be prepaid at any time without penalty at the discretion of the Borrower and the prepayments of principal shall be applied as set forth in the Loan Agreement.

Section 17. ORDINANCE IRREPEALABLE. After the Loan Agreement has been executed and delivered, this Ordinance shall be and remain irrevocable until the Loan has been fully paid, terminated and discharged, as provided in the Ordinance.

Section 18. SEVERABILITY CLAUSE. If any section, paragraph, clause or provision of the Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 19. REPEALER CLAUSE. All bylaws, orders, resolutions and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

[Signature Page Follows]

IN WITNESS WHEREOF, THE VILLAGE OF LOS LUNAS HAS PASSED,
APPROVED AND ADOPTED THIS 23rd DAY OF APRIL, 2026.

VILLAGE OF LOS LUNAS, NEW MEXICO

SEAL

Charles Griego, Mayor

ATTEST:

Gregory D. Martin, Village Administrator



VILLAGE COUNCIL AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Resolution 26-06 Transportation Program Funding (TPF) North
Los Lentes Rd

Presenter:

Michael Jaramillo

Department:

Public Works

Meeting Date:

Click or tap to enter a date.

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The New Mexico Department of Transportation requests as part of the application procedure the passage and submittal of a local government resolution of support for the project. The Village of Los Lunas proposes to construct roadway improvements to North Los Lentes between Taylor Road to Trujillo Street; and has agreed to provide matching funds at a percentage of 5% of the total cost. The scope of the work is intended to improve the roadway condition of North Los Lentes from Taylor Rd to Trujillo Rd, including, asphalt replacement, storm water collection, and pedestrian mobility and neighborhood access conditions. Estimated Cost \$1,045,900.00

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

Estimated Cost \$1,045,900.00 Minus 5% Local Match \$52,295.00 Budget Impact.
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LEGAL REVIEW

- ☐ Yes, by: Laurence P. Guggino, Jr.
 - ☒ Not applicable
-

ATTACHMENTS

1. Resolution



RESOLUTION NO. 26-06

AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE 2026-2027 NEW MEXICO DEPARTMENT OF TRANSPORTATION'S (NMDOT) TRANSPORTATION PROJECT FUND (TPF)

WHEREAS, the Village of Los Lunas proposes to construct roadway improvements to North Los Lentes between Taylor Road to Trujillo Street; and

WHEREAS, the Village of Los Lunas has agreed to provide matching funds at a percentage of 5% of the total cost; and

WHEREAS, the Village of Los Lunas assures and certifies that it will comply with the regulations, policies, guidelines, funding match requirements and any requirements with respect to the acceptance of NMDOT Transportation Project Funds; and

WHEREAS, the New Mexico Department of Transportation requests as part of the application procedure the passage and submittal of a local government resolution of support for the project;

NOW THEREFORE, BE IT RESOLVED THAT, the Village of Los Lunas endorses and supports the submittal of an application for North Los Lentes Improvements for the FY27 funding cycle in accordance with the procedures established by the New Mexico Department of Transportation.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the Village of Los Lunas, Valencia County, New Mexico, at its meeting this 23rd day of April 2026.

Charles Griego, Mayor

ATTEST:

Gregory D. Martin



VILLAGE COUNCIL

AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item Title:

Resolution 26-07 Transportation Program Funding (TPF) James Street Hawk Signal

Presenter:

Michael Jaramillo

Department:

Public Works

Meeting Date:

Click or tap to enter a date.

Action Requested:

☒ Approval/Disapproval

☐ Informational

☐ Public Hearing

☐ Other

OVERVIEW/ ANALYSIS

The New Mexico Department of Transportation requests as part of the application procedure the passage and submittal of a local government resolution of support for the project. The Village of Los Lunas endorses and supports the submittal of an application for James Street HAWK Signal Improvements for the FY27 funding cycle and has agreed to provide matching funds at a percentage of 5% of the total cost. The scope of the work is intended to improve pedestrian and bike access from James Street to the NM 314 Bike and Pedestrian Trail. A pedestrian traffic signal and sidewalk improvements from James Street to Morrehouse Street. Estimated Cost \$1,500,000.00

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

Estimated Cost \$1,500.000.00

Minus 5% Local Match \$75,000.00 Budget Impact.

LEGAL REVIEW

☐ Yes, by: Laurence P. Guggino, Jr.

☒ Not applicable

ATTACHMENTS

1. Resolution



RESOLUTION NO. 26-07

AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR THE 2026-2027 NEW MEXICO DEPARTMENT OF TRANSPORTATION'S (NMDOT) TRANSPORTATION PROJECT FUND (TPF)

WHEREAS, the Village of Los Lunas proposes to construct roadway and pedestrian improvements to NM 314 at James Street; and

WHEREAS, the Village of Los Lunas has agreed to provide matching funds at a percentage of 5% of the total cost; and

WHEREAS, the Village of Los Lunas assures and certifies that it will comply with the regulations, policies, guidelines, funding match requirements and any requirements with respect to the acceptance of NMDOT Transportation Project Funds; and

WHEREAS, the New Mexico Department of Transportation requests as part of the application procedure the passage and submittal of a local government resolution of support for the project;

NOW THEREFORE, BE IT RESOLVED THAT, the Village of Los Lunas endorses and supports the submittal of an application for James Street HAWK Signal Improvements for the FY27 funding cycle in accordance with the procedures established by the New Mexico Department of Transportation.

PASSED, APPROVED, AND ADOPTED by the Governing Body of the Village of Los Lunas, Valencia County, New Mexico, at its meeting this 23rd day of April 2026.

Charles Griego, Mayor

ATTEST:

Gregory D. Martin

**MINUTES
VILLAGE OF LOS LUNAS
THURSDAY, APRIL 9, 2026**

The Board of Trustees of the Village of Los Lunas, County of Valencia, and State of New Mexico met Thursday, April 9, 2026 in regular session at 6:00PM. Roll call was taken, and the following were present: Mayor Charles Griego, Councilor Gino Romero, Councilor Christopher Ortiz, & Councilor Matthew Chavez. Councilor James Runyon was excused. The meeting was conducted in person and recorded through TEAMS.

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

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

- 1. Consideration and Approval of Appointments to the Lodgers Tax Advisory Board (Two-Year Terms)**
- 2. Approval of Certificate of Deposit with UMB Bank**
- 3. EXECUTIVE SESSION:**
 - a. Hire Administrative Assistant – Administration Department**
- 4. APPROVAL OF MINUTES:**
 - a. Minutes from March 26, 2026, Council Meeting**
- 5. 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 Vanessa Montoya 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. Approval of Certificate of Deposit with UMB Bank

Ms. Victoria Archuleta was running a few minutes late so Mayor Griego switched items 1 & 2 to give her time to get there. Ms. Cheryl Cates presented the first item. I'm here tonight to get approval or disapproval for the opening of a new certificate of deposit account with our new UMB bank in the amount of \$200,000 for a term of six months with a maturity date of September 13th, 2026. The account will earn interest at a rate of 3.25%. This approval is requested to proceed with the establishment of the account in accordance with the Bank's requirements. We are hoping to just put this in the sweep account and let it roll so that we do not have to come back here every six months. We are wanting this to be the only time we bring this to council. We currently have two institutions which are Kirtland Credit Union and Sunward, we do not have CD's with those institutions but we do have money in them. Mayor Griego asked if there were any additional questions – there were none. He then asked for a recommendation from council.

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

2. Consideration and Approval of Appointments to the Lodgers Tax Advisory Board (Two-Year Terms)

Ms. Victoria Archuleta presented item two. We are seeking approval of the appointment of a newly reformed lodgers tax board. The letter provided states that we are recommending 5 members which Vanessa (Assistant Finance Director), Nancy Jo Gonzales (Deputy Village Administrator) and I have all met and discussed the recommendations for a two-year term. By state statute, we need to have two members who are owners and operators of lodging facilities, two members must be owners and operators of industries located within the municipality that provide services or products related to tourism, and one member must be a resident of the municipality

to represent the public. Some of their responsibilities include drafting and providing input, general approvals, and guidance for the annual budget. We are seeking to meet on a quarterly basis and bring forward projects and ideas of long-term goals that we would like to see come out of the Lodgers Tax Fund. The goal is to promote tourism and bring more people to Los Lunas. Per state statute, the funds do have to be spent outside the area to bring people in. This would include billboards, electronic signs, promotion on New Mexico Living, etc. "The Roads Less Traveled" just doesn't stick the way it used to and will need to be revised, that is something we can do as a board. We are recommending the following to our board: Mr. Santosh Mody, Mr. Moe Patel, Ms. Teri Leahigh, Mr. Arturo Romero, and Dr. Don Leach. Mayor Griego asked if the council had any additional questions – there were none. Mayor Griego asked for a recommendation.

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

3. EXECUTIVE SESSION.

Mayor Griego announced that the Council would be going into executive session pursuant to NMSA 1978 Section 10-15-1(H), the following matters may be discussed in a closed session: Hiring of an Administrative Assistant.

APPROVAL: Motion to approve
MOVED: Councilor Romero
SECONDED: Councilor Chavez
CARRIED: Motion passed on a vote of 3 (Councilor Romero – yes; Councilor Ortiz – yes; Councilor Chavez – yes) FOR AND 0 AGAINST. 6:18 PM

At 6:34 PM, Mayor Griego asked for a motion from Council to reconvene after discussion: Hiring of an Administrative Assistant.

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

Regarding the Administrative Assistant – Mayor Griego recommended Emily Rose Lucero

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

4. MINUTES

Mayor Griego asked if there were corrections to the Council minutes of March 26, 2026 – there were none.

APPROVAL: Motion to approve.
MOVED: Councilor Ortiz
SECONDED: Councilor Chavez
CARRIED: Motion passed on vote of 3 (Councilor Romero – yes; Councilor Ortiz – yes; Councilor Chavez – yes) FOR AND 0 AGAINST.

5. ADJOURNMENT.

Council meeting adjourned at 6:35 PM.

**STRATEGIC PLANNING/PRE-BUDGET WORKSHOP
MINUTES
VILLAGE OF LOS LUNAS
SATURDAY, MARCH 28, 2026**

The Board of Trustees of the Village of Los Lunas, County of Valencia, and State of New Mexico met Saturday, March 28, 2026 in a workshop that started at 8:00AM. Roll call was taken, and the following were present: Mayor Charles Griego, Councilor Gino Romero, Councilor Christopher Ortiz, Councilor James Runyon & Councilor Matthew Chavez.

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

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

- 1. Welcome/Overview**
- 2. Council Communication Tools**
- 3. Current Council Strategic Priorities**
- 4. FY 2027 Budget Preview**
- 5. Major Projects Overview**
- 6. Wrap-Up/Review**
- 7. Adjourn**

- Mr. Gregory Martin welcomed everyone to the Workshop and thanked everyone for coming in on a Saturday. He then proceeded with the presentation with item 1, "Council Communication Tools". The goal is to continue to communicate with the council as best we can, so we have developed tools that can help us keep the line open. I have provided some examples of some reports in your packets and will go over them and receive any feedback or answer any questions you may have on them. The first is the Annual Strategic Planning Workshop which is happening today and is a great tool for mayor and council to get briefed on what is happening and what the plans are for the Village in the next year. Next, we have the Annual Village Budget Process which includes the budget meetings that have been happening this week and will go to mid next week. We also have this workshop that briefly goes over what our budget meetings are looking like and a breakdown of each department. Lastly, for the budget process, the Annual Budget Meetings are set for April 14 & 16 followed by the May 7th Council Meeting where we will be able to present the interim budget and get approval. The next report I have is the Monthly Report/Project Status Report which has department highlights as well as the project status report. We currently have about 40-60 individual projects on this report, and we hope it is informative and helpful. The next report will be the Monthly GRT report, which comes out around the 15th of the month. We rely on GRT for a big part of our revenue for a general fund as well as other funds. The reports are 2 months behind so the report sent out in February, will be the actual report from December 2025. It covers the major categories which are construction, retail, trade, utilities and accommodations and food services. It is about 75%-80%, and it compares our current revenue to what we received the prior year. We want to monitor the fact that we are 22% ahead of the prior year's GRT, and 49% ahead of what was budgeted for revenue. The next report is the Monthly Financial Report, which is generated directly by our financial system. This report gives us a snapshot for the year to date for each of our funds. It shows how much money has been received in revenue and how much is spent in expenditures. If you go through the report in the presentation, you will see how the breakdown happens. The revenue is in major categories of revenue and then the expenditures in the general fund are categorized by division or department. It also lets you choose a period of time such as the fiscal year, a particular month or a specific date. This report shows 72% of the revenue and we are 59% of the fiscal year is done. This report is sent to inform you about the status of the Village and where we are in the budgets. Greg told council that he would try and get with Caselle and figure out an easier format to read. The last communication tool we have is the Weekly Cash Status Report, which Cheryl puts together to watch our cash flow. We knew when we were embarking on a major project with the interchange project that we would be paying multimillion-dollar payments, and we wanted to make sure that we have a good sense of where our cash status is. Greg emphasized to the council that if there are ever any questions or confusion about anything, to reach out via email, phone, or in person. Greg asked if there were any questions about the Council Communication Tools – there were none.
- Next item will be the "Current Council Strategic Priorities. We bring these out every four years to go through them and see where we are currently. We initiated this process in October of 2022 and then had a couple of follow workshops that established these in February of 2023. We will continue to bring these to you during budget time to keep you informed of the status. The first is the interchange project, which we won't get into because Michael will be bringing it up in our "Major Projects" portion. Next up is the Quality-of-Life Improvements, which include tracking the Public Library and indoor Aquatic Center projects. Those projects will also be brought up in the "Major Projects" portion. Next item would be infrastructure improvements, which could be anything from

water, sewer, wastewater, storm water, pedestrian crossings, rode work, etc. Next up is going to be Economic Development which includes the process of working with and supporting local businesses through the Chamber of Commerce. Additionally, they are working on affordable housing and have begun working on RFPs for that project. Lastly, the personnel priority deals with staffing levels, which happens naturally as we present the budget with any personnel changes. This happens through HR and the compensation classification study which is almost complete and something you will hear about in the next section. Greg asked if there were any questions on the Current Council Strategic Priorities – there were none.

- Ms. Cheryl Cates presented the next item on the “FY Budget Preview”. The presentation does say “2027 revenue”, but these numbers were put together prior to last week’s budget meetings. So, these numbers are not exactly what you will see at the Budget Workshop. For the General Fund, you can see that this is a typical year, and our gross receipt tax makes up a little over 73% of our total revenue with property tax coming in around 10%. In the licenses and permits, most of that comes from CD. This includes business registrations, liquor and cannabis licenses, zoning, floodplain development, subdivision and engineering fees that we charge throughout the year. The intergovernmental grants is going to significantly increase because we have identified new funding that has come through. The General Fund also includes the Library and Museum printing sales. I have put an interest rate of 2.5 to be a happy medium, because we are not completely sure if they will go up or down. Councilor Ortiz asked if Cheryl knew the breakdown of the gross receipt tax, and how much the city gets and how much the state gets. Cheryl said she did and that she would have a printout for the council when a break was taken. Under miscellaneous revenues, we will have any insurance recoveries that we have during the year. We also have our property rentals and leases which include SODA and VRECC. In the five-year forecast, we would go up from 27-31. I calculated the GRT using a five-year average, times .85%, and I made sure to give myself a cushion with all the projects that we are working on and plan to be working on. As far as expenditures, I found an anticipation of 2.4% inflation adjusted rate, which I also added into our projection. There is also a 3% increase in personnel wages and taxes, a 10% increase in employee benefits, and a 5% increase in software costs. Cheryl asked if there were any questions on the FY Revenue Forecast – there were none.
- Mr. Marcos Castillo presented the next item on the “FY 27 Classification and Compensation Study.” The new proposed BPS are the results of the compensation study, which includes our new grades and our new numbers which are all included in your packet. We have 3 different BPSs which are municipal employees, the Police Department, and the Fire Department. We are looking at a 3.8% increase in payroll, village wide. This number does not include step increases which would bump it up to about 5 ½%. It is recommended that the Police Department get a 5.43 increase across the board. This is based on the compensation study which showed that we were below market for entry level police officer. It was also recommended that the Fire Department get a 6.33% increase based also on the entry level firefighter being below the mark. Another item that was brought up from the study was the 18 recommended title changes. This is mostly for housekeeping and getting rid of roman numerals and inputting descriptors. There is no increase with a title change, it is the same job just a different name. The last thing on my list is the consideration of incentive pay. This would include a bilingual stipend village wide. This would be to the positions where it is beneficial to have someone with that skill. We also have a proposed Budget consideration for two areas in the Police Department. Those two areas include the Field Training Officer (FTO), and the SWAT Team which both require a lot of training and certifications. Marcos asked if there were any questions on the Classification and Compensation Study – there were none.
- Mr. Marcos Castillo continued his presentation on the 2027 Employee Benefits review. Unfortunately, Fred was unable to make it to the meeting today. We are still awaiting numbers from Blue Cross, and Fred has received numbers from United and Presbyterian. Once we gather all of the numbers and proposals, we will bring it to you at the budget workshop. We will continue to monitor the Loveless vs. Blue Cross closely and keep you informed as much as possible. Marcos asked if there were any questions on benefits – there were none.
- Mr. Michael Jaramillo presented the next item which is the “Major Projects Overview”. We have lot to cover in the item, and I want to give you a quick summary of the agenda. We will be talking about Current Projects, Civil Projects, Upcoming Projects, and Other Projects & Initiatives. It will not only be me speaking but the Leadership Team, because they are all a part of these projects. Also, today I will be submitting the largest pay application to the purchasing team to pay a bill for the LL Blvd. project. The largest amount previously was 6 million, and today I will be submitting one for 10 million. There are around 100 employees out there and they are working non-stop on this project. They are a little bit ahead of schedule and are working really hard to stay on track. Castillo’s is now a certified local company, and they will be doing all the concrete for this project, so that is really exciting. Overall, this project is moving forward, and we are spending big money. We also have some architectural projects and we are going to go over them one by one.
- The first is the Fire Station 1 upgrade/remodel. Mr. John Gabaldon stated that the station had been remodeled over 20 years ago. This is a firehouse not a fire station, so we are going to retool the whole interior, putting in bathrooms because right now we have 6 firefighters and 2 bathrooms which in not working. We are also going to add a space with locker rooms and more facilities. They will also include living quarters which will help with their health and safety as well as their mental health. This area will help them decompress together rather than separate. With this remodel, we will be able to have 8 firefighters there and this will allow for potential growth within the department. It will also be remodeled from the outside as well allowing our trucks to fit and with that ability, we will be able to order the new firetruck we have been wanting. For this project, we have 1.1 million that you have given us, 500,000 that we’ve gotten from the state grant, and we are setting aside 100,000-200,000 for anything that might happen.
- The next item we have is parks, which we have many projects happening right now. We had 7 parks when I was hired 30 years ago, and now we are up to 18. Mr. Jason Gonzales took over to talk about the Rancho Valencia Park. There are three phases to this

project. Phase one includes two separate playgrounds, a workout area, and a basketball court were included in phase one. We are hoping to have a grand opening in April. Phase two we are hoping to get some pickleball courts, which we will be looking into next year. We are also working on a grant for the trail project so that we can get some nice walking trails through Rancho Valencia. The next park is Los Cerritos Park. We received 3.6 million to start this park and we are at a 90% design completion. We are hoping to start construction here in April. This will include turf areas, gazebos, volleyball courts, pickleball courts, lighting, playgrounds and a walking area all the way around the 7 acres. We have to spend 3.6 million by June and then we will have the rollover from the general fund, and we can finish it by the end of the summer. The next park is the River Park Trail. We have done a lot of maintenance on this trail, and we have completed a lot of the funding we have for it. I have talked to the MRGCD and they are finally going to let me build some trails. They are going to go through and clear out areas like they did on the south side of the bridge so that we can work with the area. We want the trails to span from the old bridge to the new bridge which will be awesome.

- The next item we will move to is the "Current Civil Projects". There are these large projects, but there are also a lot of smaller projects that we are working on that are not on this list. Of course we will talk about the LL Blvd. It was highlighted recently that it is the largest locally lead project in the state's history with the size of our community. We also have the title of the longest bridge in the state as well, which is a huge accomplishment for our team. We will continue to do weekly updates to ensure that this project remains on schedule. The duration of this project is 940 days and we have used 143 which has cost us 32 million so far. We are looking at completion in April of 2029. The council mentioned that it would be helpful to keep the status of the project up to date on our website so that when they receive questions, they can point people to the website. We also have the hospital project with the Palmilla Road Extension. This will extremely help congestion with the hospital once completed. Cost is going to be around \$325,000 and is set to be complete around April 2026. The other project we are working on is Sandsage Street & NM 6. We are working on median improvements that are going to happen. We are 30% complete with design, construction to begin in August of 2026 and is going to cost us around \$400,000. With Edeal Road & NM6, we are looking to add some lanes and traffic lights on NM6. With the LL Blvd, we expect this to be a highly traveled road, and we want to be prepared. We are 95% complete with design and the estimated cost will be around 3 million. Hunning Ranch Loop East & NM 6 is also a project we are looking at to get that traffic flowing during peak time. We are running a traffic analysis and estimated cost will be around 2 million. We are always working on drainage and stormwater improvements throughout the village, and we are wanting to relocate the retention pond on Helen Court. The next big project is the I-25, NM 6 offramp project. We have put in additional lanes and have really worked with DOT on the traffic lights to get the afternoon traffic flowing a little better. The design was completed in 2024, and we started working in July 2025. We are looking for this project to be completed in April 2026, and we are excited to get that construction out of there. Total cost for this project was 5 million. We also noticed a lot of traffic in the mornings on NM 263 intersection, and we are about 99% complete with our design, we are working with NM DOT to get that fully complete to relieve some traffic on that end as well. Construction is set to start by the spring of 2027 and is estimated to cost 4.9 million. This will include the addition of some lanes and a traffic light to allow everyone to get through. Next up is the NM 6/Sun Ranch intersection improvement project. We are about 60% complete with design and are looking to start construction by July of 2027. The turn onto NM 6 is now becoming a safety hazard and we are going to need to do something about it. This will cost around 3.8 million and we will hopefully have complete design around early summer of 2026. Michael asked if there were any questions about the Current Civil Projects – there were none.
- Next item will be the "Current Water & Wastewater Projects." The first thing I want to bring up is a huge thank you to the council or the water rate increase that has been able to help us out with these projects and has made a huge difference. We are doing some water well conversions from our current treatment for arsenic to CO2 which is a lot less hazardous and will help prevent rust in the future. We are also working on a water well 4 rehab which will include tank inspections and drilling for new well and booster station. We are also working with IT to hopefully get that information from the tanks back to us so that we can always receive the information. We are also working on a lot of Wastewater projects that include the MBR Cassette Replacement along with the Digester No. 1 rehab, a new administration and laboratory and some manhole rehabilitation. This is also helping us move a lot of waste out of Carson and into the new bypass on Morris. I am also working on a 2014 water/wastewater master plan, and we have met most of the objectives of those improvements. We also have a new processing facility and Molzen is working on updating the plan so we can figure out what the next 10-15 years are going to be. There are a few neighborhoods that need to be updated including Longbow Loop, Gallahad Street, and Lancelot Street. We want to get a new AC waterline replacement, some sewer line rehabilitation, some roadway resurfacing, sidewalk repair and ADA improvements. The next project is the Central New Mexico Rail Park which we have been able to install water, sewer, and fiber optics to the railroad tracks. Our booster station design is 100% complete and we are shovel ready in our load out station. The Los Lunas Boulevard east side utility project is the next project we are looking at. We are going to be out for bids here soon and we look forward to bringing them to council and getting it started. Our last project I have here is the Solid Waste Projects which include the Plastigas Facility, a new composting facility and future administration building. We have already made so many improvements out there that we are proud of.
- The next item is "Architectural Projects". Recently we received some funding for the PD and we are looking for ways to use this funding for the better. Once we sign the paperwork, we need to look for ways to spend the money which needs to be used for a new PD. The ultimate goal is to relocate the PD to somewhere else in the village so that they have their own building which would free up space in this building for Community Development and Administration. Councilor Chavez asked if we had any idea where we would put a new police department to which Gregory Martin replied that we have not done any kind of study as of now. Moving the PD will also allow for some Village Hall modifications to help it run smoothly. We are also looking at the lot across the street where they were going to expand KGE, but they decided not to expand. We can also investigate that property as well because it was state

property and the schools have now acquired it. A new Fire station is also in the talk, I know that we built our second station, but we are always looking for expansion. We are talking about a property to have one and we just need to find a systematic station to get that going. Our community is growing and we want to grow with it.

- Break – 10:00am
- The next large architectural project is the New Library project. Ms. Cynthia Shetter took over for this presentation. The pros for a new Library would be that the Village already owns the land, there will be a clear site line from entrance on Main Street, there will be a second entrance/exit on Don Diego, it meets the current and future population needs, it is a new energy efficient building, there will be more amenities and have an increased parking capacity. The cons would be having to relocate while under construction, and there would be a long disruption to surrounding services, businesses and residents. We have now grown back up to pre-covid numbers and with a new building we will be able to have more children benefit from the places that we will be able to provide. We have outgrown many of our rooms because there is not enough space for the growth we have had. We keep looking for funding and will continue to look for funding for this. We are looking at a total cost of about 8.3 million. We are looking at options with the permission of the council, to reach out to our bonds and see if they can work with us because most projects like this do not get a lot of funding. The two-story building will last longer but we have also been provided with a single-story option. Councilor Romero stated that we should make the library project a priority above the aquatic center, which both offer quality of life, but this would really help the education of the children in this community. We also offer notary services that we do not charge for but are utilized multiple times a week. The next big project we have is the Aquatic Center. Mr. Michael Jaramillo and Mr. Jason Duran took the presentation over for this project. The aquatic center, like the library, are not projects we are working on or have funding for, they are projects that we feel we will need, and we are looking at opportunities to get them funded. We have also been looking for funding for this, but we are having the same setbacks as Cynthia. Most aquatic centers receive funding for the therapeutic aspect rather than the play aspect, so we may look into a therapeutic pool to help funding come our way. Next project is the Centennial Park in Los Senderos, which is a 40-acre park that we can do a lot with. We want some soccer fields, baseball fields, another recreation center, and much more. We have no space for the number of teams that we have, and this will help relieve that situation of how crowded we are now. It would also be visually appealing for people passing on I-25 to see a big, beautiful park. We will put lights around the fields by the interstate as to not disrupt our community with the lights being close to their house. Another park that is getting ready to be geared up is Sierra Vista Park along NM 6. It is a little pocket park that is not managed by the village. We are working to get with the developer to create a 7-acre park that we can help grow and add many amenities.
- The next item is the “Future Civil Projects” also presented by Mr. Michael Jaramillo. The Los Lunas Boulevard and Huning Ranch Loop Extension and commencing design in May 2026. The goal is to complete them before the boulevard competition. This will add another way while adding two roundabouts and alleviating traffic on NM 6. The developers that come in are actually building our infrastructure for us and we will remain a little bit ahead of them. We are talking agreements so that we can get started and paid back through our phasing. Mayor Greigo emphasized how important it is to get those projects done and get our roads complete. We need to get that traffic and congestion under control, and we need to know that we can get those projects done. Mr. Jaramillo said that they absolutely can complete these projects. The NM 6 intersection and connectivity also is something we are looking at. We want to do some signal modifications to help traffic flow west of I-25. We are also looking at a possible streetlight at Jubilee, and after speaking with the residents, they also like that idea to help with the traffic around their homes on I-25. We are also talking about the Los Lunas West Loop & I-25 interchange near Isleta. We are wanting to grant access to the freeway for the new builds on the north side. This would free a lot of traffic on NM 6 from the people in those houses. We have been talking to Isleta and they are up to have an access road from 314 to I-25, but there are many hoops we have to jump through to get approval from the Isleta Board. We have a few ideas we want to bring to them, but we want to make sure that we are respectful of their land and burial sites. Mr. Alex Ochoa came to give break down on the property and how the developers work with planning and zoning. There are many parts to this potential project, and it will take time. Our next project is the New Streets Warehouse. We already did an extension to the current Streets building and we believe that it should be good for at least another 20 years when it comes to personnel. The biggest issue we have is the maintenance area that we keep our material in. We are really focused on locating our materials that have been on the east side Don Pasqual. With our Fleet Maintenance, we are looking at potential growth in the future. With growth in the village there will be more vehicles and more maintenance that will be required.
- The next subject is the “Future Wastewater Projects”. We are in need of a new MBR-2 facility. This will include second train of MBR treatment facility, will double the flow of plant from 2.7 MGD to 5.4 MGD, will utilize latest MBR equipment technology, and come in around 50 million. The facility we have now has been great but has been there for 50 years. With everything advancing we need to move up with the times, and we are hoping to bring plans and complete designs to you within the next 5 years. Councilor Chavez asked if it was possible in the future to have a facility on the west side. Jerry for Molzen said that it is more efficient to have just one but it was not impossible.
- The next project is for Solid Waste. We talked a little bit about what's going on. I will tell you that one of the things that we are working on because of the growth over there, that I have sufficient funding and we can locate some grants as well. We are looking at building a new administrative building that would support 30 years of growth, even though we're going to utilize the existing building that we have now that we modified which is the old clinic. The other half of the building that we occupy runs really well, but there's so many people there that use it because we have about 18-19 employees working there, including the leadership, so we're kind of outgrowing that. But now with the composting facility, it is completed.

- The next on the slide is "Other Projects/Initiatives. Ms. Nancy Jo Gonzales presented this item and began with the workforce housing. So, we have, we've put together a list of action items, one of which being checking the appraisals. I've worked with Larry and the previous appraiser and the appraiser that we got in 23' is still valid. Now, we have received a certified letter, so the property value still stands, noting that there's not been a significant change in the in the market. So, total with all three lots we have, we're still at about \$1.3 million value. We're also looking at factors in the flood zone so I've worked with Alex on that and we will take the steps if you all decide to move forward with this. I think a lot of it will depend on what those quotes come back as. The cost of, raising the elevation, putting utilities in will be something that you all will have to figure out if you want to invest in because it's not going to be cheap. But, in order for the product to be affordable workforce housing, I think we do have to provide this land as a shovel ready product for the end developer.
- Ms. Nancy Jo continued with item two in this section which included the School of Dream Academy (SODA). I've been in as much contact as I can possibly be with soda. I last heard from them in late December right around the holidays that they would be sending over their design for their full build. I have reached out and have not heard back on their end of their project and we continue to try and get information from them, but it's been a little bit difficult. I do know that that's something you all want to know when we have information. So, we will continue doing our best to get that information. Michael stepped in to let Nancy know that the SODA group had agreed to meet with this sometime in the next few weeks and that he would let Nancy know so that she can be in attendance and they can get an update for the council.
- Lunch – 11:45am
- The next topic in the presentation is going to be the Village Centennial Celebration in 2028. Mr. Gregory Martin presented this item. It's a little bit early, but we're getting a committee going internally and welcome to hear any input that the Village Council and mayor have. We are just trying to look ahead to do some fun and meaningful, historical, but also future-looking projects to celebrate the Centennial. We can do some kind of community event. Hopefully this doesn't spoil anything, but we're trying to restore one of our old fire trucks that we can run hopefully in the parade and for future parades. We are also working on some park projects, some historical projects through the museum and just anything and everything in the process of brainstorming about the new Centennial coming up. We will also do some rebranding for the village so that everybody knows that we're celebrating our Centennial and feel like that's an appropriate use of time and resources and we'll bring back some ideas and present that at a later date.
- The next item is the future Route 66 Visitors Center. This will possibly be at the old Jesus Gallegos Residence. It will include many historical artifacts and help visitors know who we are where we come from. We are a community built on history, and we want to share that with others. Ms. Cynthia Shetter also added the process of taking an old picture and sending them in to be analyzed to see where we are now. We are also taking an oral history from older generations to get as much history verbally and photos as well. We have also been asked to put up Route 66 banners on the lights throughout the community and paint them on our roads, which we are really excited to do.
- Mr. Luis Brown brought the cybersecurity item in the presentation. Cybersecurity is very important that we maintain. We will need to bring a cybersecurity briefing to mayor and council, possibly in executive session. We also have been hitting the training hard so that we can keep the emails and the village safe. When a fishing email gets clicked on, we ensure that the person gets trained again on how to deal with them coming up in the future. We are also going through penetration testing as we speak so that we can see where our holes are and where we can patch them up. The other thing is the infrastructure and the communications within the village. We have a fair amount of our own fiber infrastructure running around the village. We have worked really hard on improving these fibers. We have moved over to Plateaus network, and they have been very helpful and have helped save us some money as well. We also found out that we can charge a franchise fee on all internet connections. Mr. Michael came up to thank Luis for getting connections and communications to the transfer station these past few years and that has helped tremendously. We have also provided them with potable water and got rid of the septic tanks and now are connected to sewers, which is amazing. This is always a team effort and we appreciate everyone's help.
- Mr. Gregory Martin came up to close the presentation. He thanked mayor and council and the leadership team for all the hard work they did and for being there and sharing their input. We are happy that we can take a day to keep the council informed on all the projects that we are working on and what we hope to work on in the future.
- Adjourned – 1:30pm