



**RESOLUTION NUMBER 2024-21  
A RESOLUTION RESCINDING THE OLD UNION COUNTY ROAD POLICY  
AND ADOPTING A NEW UNION COUNTY ROAD POLICY**

**WHEREAS**, by statute, Union County is responsible for the maintenance and operation of various dedicated and accepted roads within the boundaries of Union County; and

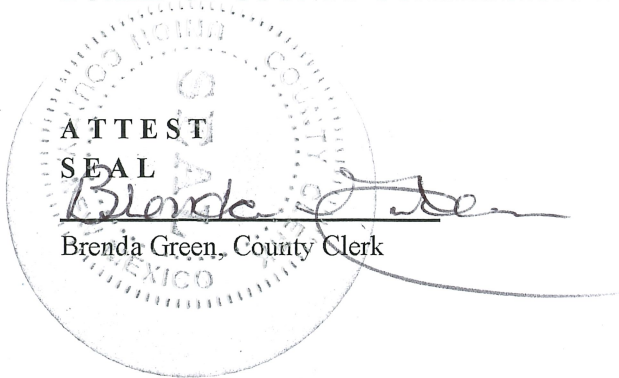
**WHEREAS**, Union County previously adopted a 1997 Road Policy with a 2007 amendment, which sets forth standard policies and procedures to be followed not only by the Union County Road Department, but by others desiring to work on, under or adjacent to any County Road or in any County right of way; and

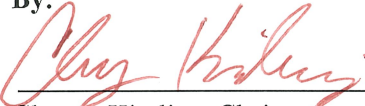
**WHEREAS**, it has been determined that necessary changes and modifications need to be made to the existing Road Policy.

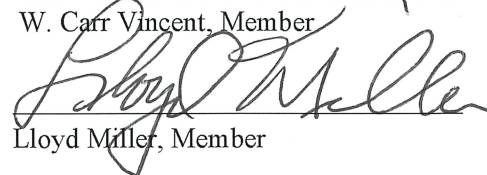
**NOW THEREFORE, BE IT RESOLVED**, that the attached 2024 Union County Road Policy hereby is adopted as the official Road Policy for Union County. Any and all Road Policies and amendments other than the attached 2024 Road Policy that may have been adopted, used, or made available through the County or the County Road Department are hereby rescinded.

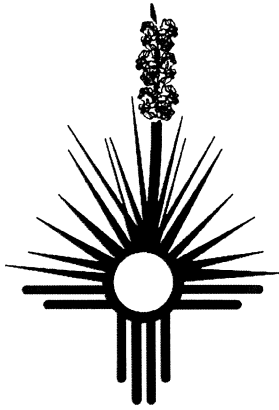
**PASSED, APPROVED AND ADOPTED** this day of 5<sup>th</sup> day of March, 2024.

**BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NEW MEXICO**



By:   
Clayton Kiesling, Chairman

W. Carr Vincent, Member  
  
Lloyd Miller, Member



# **Union County**

## **Union County Maintained Road Policy**

*Adopted March 5, 2024*

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## SECTION I: GENERAL PROVISIONS

**Purpose.** The purpose of this document, hereinafter referred to as the Road Policy, is to establish policies and procedures for the orderly and consistent management and administration of Union County Maintained Roads and to provide the Union County Board of County Commissioners (BOCC) a uniform process and system to ensure that fair and equitable treatment is exercised to provide County Maintained Road services. The overall purpose of this document is to establish standards for design, construction, and maintenance of safe and durable roads for the benefit of all citizens of the County within the limitations of funding, manpower, and equipment available to the County. The Commission strives to maintain County Maintained Roads to the best of its ability, given its limited resources. Union County is responsible for maintaining approximately 1,200 miles of County Maintained Roads, with limited resources.

**Applicability.** This document applies to all County Maintained Roads located within the unincorporated areas of Union County, New Mexico. This document also applies to the platting, design and maintenance of any road within a proposed subdivision, in conjunction with the requirements of the New Mexico Subdivision Act, NMSA 1978, §§ 47-6-1, et seq. (as amended), and the Union County Subdivision Ordinance (as amended).

**Declaration of Union County Maintained Roads.** All roads which have been established as a Union County Maintained Road pursuant to the laws of New Mexico by the following, and with acceptance by the Union County BOCC:

1. Petition and declaration by Union County BOCC as recorded in minutes of such proceedings.
2. Dedication to use and benefit of the public by filed plat if approved and adopted by the Union County BOCC
3. Deeded to Union County from the landowner by Warranty Deed, Quit Claim Deed, or other legal deed.
4. Easement.
5. Prescriptive right.
6. Donation by owner.
7. Purchased by Union County.
8. Power of eminent domain.
9. Other legal acquisition by Union County.

In certain instances, roads within existing County subdivisions have been declared and dedicated to the use and benefit of the public but have not been accepted for County maintenance. Nothing in this policy shall change or alter the status of those roads that currently exist but are not maintained by Union County.

**ALL ROADS, AS DESCRIBED ABOVE, ARE HEREBY DECLARED** to be Union County Maintained Roads and all such roads shall be designated on the official Union County Maintained Road Map (as updated), which is hereby and hereinafter declared a part of this policy.

**Union County Maintained Road Map.** Each year a new updated map will be prepared and

submitted for approval to the Union County BOCC.

**Administrative Fees.** In order to defray and/or offset a portion of the cost and/or expenses of the administration of private requests (culvert for private driveway, cattle guard requested by landowner, etc.) versus public requests, the Board of County Commissioners has established procedures that require an application and payment of an administrative fee for private requests. The administrative fee for this policy shall be established at \$50.00 per entity, per application and can be changed, altered, or amended by the Union County BOCC as it deems fit.

## SECTION II: MAINTENANCE CLASSIFICATION

**County Maintained Road.** A County Maintained Road is a road that has been accepted for full County maintenance. Each County Maintained Road is, or will be, assigned a number and/or a name. Maintenance on County Maintained Roads may include routine maintenance, as defined below, but may also include pavement, asphalt, chip seal, grading, shredding, replacement of base coarse, installation and repair of drainage structures and/or cattle guards, snow removal, pothole repair, signage, resurfacing, weed control, mowing, and such other maintenance as may from time to time be determined. Routine maintenance typically consists of blading and shaping roadway surfaces (typically caliche or dirt) with the repair and maintenance of existing cattle guards and culverts as further detailed herein.

**Classification.** For internal scheduling purposes only, the County Road Department may classify County Maintained Roads according to their road surface, i.e., dirt, caliche, etc.

**Snow Removal.** As with road maintenance, the County's ability to remove snow from County Maintained Roads is limited by available resources. The County has limited graders and other snow removal equipment. As a result, it is necessary to prioritize snow removal.

Snow removal shall proceed in the following order, unless emergency situations dictate otherwise:

1. Those County Maintained Roads, which are essential for emergency services, shall be the first priority for snow removal.
2. School Bus Routes. New Mexico law, at NMSA § 22-16-10, authorizes the County to remove snow on any school route. School Bus Routes shall be the second priority for snow removal.
3. Thereafter, as time and equipment permit, the Road Department shall remove snow from non-essential County Maintained Roads in the order of priority established for routine maintenance. Specifically, after roads for essential emergency services and school routes are cleared, the Road Department shall begin clearing non-essential County Maintained Roads.

**Treatment of School Bus Routes.** School bus routes that are on private roads will not be maintained by the County. However, as noted above, the County is authorized by New Mexico law to remove snow from any school bus route, including private roads.

**Treatment of Private Roads.** Absent a declared emergency or an exchange of benefits agreement as detailed in Section VII, the County shall not maintain any private road. The County shall not remove snow from a private road unless, the private road is a school bus route as set out above.

### **SECTION III: SUBDIVISION ROADS**

**County Acceptance of Subdivision Roads.** No road will be accepted by the County nor shall said road be part of the County Maintained Road system, or subject to County maintenance unless the road is approved by the Union County BOCC pursuant to the County's Subdivision Ordinance. All roads built or constructed in a Union County subdivision must meet the current minimum specifications, which are in existence at that time, and the subdivider must reasonably demonstrate that the roads to be constructed will receive use and are necessary to provide access.

**Number of Access Roads.** Union County reserves the right to determine and/or regulate the number of access roads to or from the subdivision that connect with public roads or thoroughfares, depending on the size of the subdivision, the number of units in the subdivision, location of the subdivision, the public road or thoroughfare from which access to or from the subdivisions with traffic volumes, overall pattern of usage and/or development of the proposed access roads and any other factor, which in the opinion of Union County, impacts or may impact the health, safety and well-being of the County or County residents.

#### **Reclassification Standards**

In considering a request for Union County to accept or reclassify any road as a County Maintained Road, no road may be reclassified or accepted if the road is not constructed to meet the minimum standards as set forth in the Policy, or in the case of a subdivision road, the Union County Subdivision Ordinance, which is in place as of the date of the request for classification. The Board of County Commissioners may accept the request in whole or in-part, or may designate only a portion of a road for reclassification.

A road shall not be reclassified as a County Maintained Road if maintenance is impossible, dangerous, or unreasonably costly. Nor shall any road be reclassified for County maintenance if environmental problems are identified in an environmental assessment (if any).

## SECTION IV: COUNTY MAINTAINED ROAD MAINTENANCE

**Maintenance Schedule.** Regular maintenance (grading and shaping) of a County Maintained Road will generally take place once a year, at a minimum. However, certain natural factors, such as drought, monsoon or excessive snow, may alter or hinder the regular maintenance schedule. The County, at its discretion, reserves the right to initiate and implement the construction, development or maintenance of any County Maintained Road or any road accepted by the County as a County Maintained Road at County expense whenever it is so deemed appropriate and beneficial to the overall County Maintained Road network by either the Union County Road Superintendent (Road Superintendent) and/or the Union County BOCC and provided there are sufficient funds, manpower and equipment to accomplish such work. The County will only maintain roads that are County Maintained Roads at the date of instituting this policy or that have been accepted by the Union County BOCC in a publicly held Commission meeting as set out hereafter.

**A. Real Property Rights Required.** Real property rights shall be granted to the County for all roads or rights-of-way accepted and approved by the Union County BOCC in a publicly held Commission meeting, within six (6) months after preliminary approval, as is determined legal and necessary by the County Attorney to ensure appropriate legal rights and interests of such roads are vested to the County.

**B. Minimum Right-of-Way Widths Required.** A minimum right of-way width of at least sixty (60) feet shall be granted by fee title to the County for all privately owned roads accepted by the County as County Maintained Roads. The County, at its discretion, may require a wider right-of-way in cases that a wider right-of-way can be determined as necessary for public health, welfare, and safety. Nothing contained herein shall be construed as altering the requirements for roadway width in subdivisions approved prior to the institution of this policy and right of way widths for roads in approved subdivisions hereafter approved shall be as specified in the County's Subdivision Ordinance. Further nothing contained herein obligates the Union County BOCC to accept any road in any subdivision, whether approved before or after institution of this policy, as a County Maintained Road. The Board of County Commissioners reserves the right to alter required road widths on a case-by-case basis when necessary to preserve the health, welfare, and safety of the public in a publicly held meeting.

**C. Minimum Road Construction Standards.** Union County standards specifications for road construction and/or road maintenance for any non-subdivision road must meet the following conditions:

1. The road shall have a minimum top measurement of twenty (20) feet.
2. The road sub-base shall be compacted to at least ninety-five percent (95%) compaction rate.
3. The road base shall consist of at least six (6) inches of NON-SPEC. Base Course (typically caliche).
4. Each road shall have at least a two percent (2%) crown.



## **SECTION V: ROUTINE ADMINISTRATION OF THE ROAD NETWORK**

**Report and Resolution Presentation.** On an annual basis, the Road Superintendent shall present a report to the Union County BOCC in a publicly held meeting for its consideration and approval, which certifies to the Secretary of the New Mexico Department of Transportation (NMDOT) the total mileage, names, route, and location of public roads maintained by Union County, pursuant to NMSA, Section 67-3-28.3 (Supp. 1995). As part of the presentation, the Road Superintendent will report to the Commissioners the total miles of County Maintained Roads in the network, any additions and/or deletions, and estimated maintenance cost of the network.

Also on an annual basis, the Road Superintendent shall present a resolution to the Union County BOCC for its consideration and approval which authorizes the submission of an application to NMDOT for assistance from the Local Government Road Fund to perform necessary repair of and construction of roads in Union County, authorizing the expenditure of matching funds for categories of the Local Government Road Fund (i.e., CAP, CO-OP, and School Bus Routes), and recommend projects on which the funds may be used.

**Establishing Speed Limits.** Speed limits in Union County shall be pursuant to New Mexico State Statutes. Speed limits may be changed, modified, or altered pursuant to statutory provisions set forth by the State of New Mexico.

**Temporary Road Closures.** Any road closure of five days or less for an emergency or temporary basis may be approved by the Road Superintendent and/or County Manager. All road closures for more than five days in length must be approved by the Union County BOCC. The Union County Road Department (Road Department) shall use best efforts to maintain ingress and egress on all County Maintained Roads, during temporary road closures.

**Acquisition of Water for County Maintained Road Maintenance.** From time to time, it may be necessary for Union County to obtain water from property owners/entities to use while making repairs, constructing and/or otherwise working on County Maintained Roads. When, at the discretion of the Road Superintendent, it is not feasible or cost effective to drive back to one of the County's water access facilities and load the trucks with water, the Road Superintendent shall negotiate and enter into a contract with private property owners/water rights owners, for the acquisition or donation of water. The Road Superintendent will work with the County Manager on all required contractual processes.

## SECTION VI. COUNTY ROAD MANAGEMENT/ADMINISTRATION

**General Provisions.** Since there are limited funds available for road work each fiscal year, the County must carefully review the requirements and costs of manpower, equipment, and materials for road work currently being performed and the contractual or legal obligations requiring road work during the upcoming fiscal year before workable and practical decisions can be made regarding additional requests for road work.

**Obstructions and Injuries to Road.** Under NMSA 67-7-1 through 67-7-2, no person may in any manner obstruct or damage any County Maintained Road. Specifically, New Mexico law prohibits any person from placing on any County Maintained Road a gate, fence, stone, timber, trees, or any other obstruction. Additionally, New Mexico law prohibits any person from damaging any County Maintained Road, including any culverts, cattle guards, signs, sign posts or bridges. In addition, the County may institute and maintain a claim for actual damages resulting from an unauthorized road cut or drainage alteration, obstruction, or other damage to County roads including recovery of the County's costs of attorney's fees. Penalties and damages for violations are included in Union County Ordinance Relating to Obstruction of Public Highways (Ordinance #3, adopted October 19, 2010).

Any building, structure, gate, fence, vehicle, tree, plant, or anything else that is situated, placed, left, installed, or otherwise located within a Union County Maintained Road Easement can be removed, at any time, without notice, by the Road Department. Union County shall not be required to reimburse any owner, property owner, resident, or anyone else for damages, costs, or expenses, or be liable in any other way, for the County's actions in removing any structure or item that is placed, left, constructed or is otherwise in a Union County Maintained Road Easement. Private parties or organizations shall not perform any type of construction or other activity such as, but not limited to, utility installation or constructing a driveway/road intersection without first applying for and securing proper authorization as set forth in this policy, thereafter, complying fully with all provisions and standards set forth in the authorization.

**Procedures for Establishing Right-of-Ways or Alteration or Establishment of New County Roads.** The procedures to be followed when the Union County BOCC establishes rights-of-way or alters or opens new roads is set forth in §§ 67-5-5 through 67-5-21, NMSA, as amended.

**Procedures for Alteration or Discontinuation of County or Public Roads.** The procedures to be followed when the Union County BOCC discontinue/vacate roads is set forth in §§ 67-5-4 NMSA 2008, as amended. Whenever, in the opinion of the Road Superintendent or Union County BOCC any road or part of a road that is open and maintained by Union County; (1) is not needed; or (2) the repairs of the same are burdensome and in excess of the benefits therefrom; the County may proceed to determine whether or not said road should be closed. The procedures set forth in NMSA Section 67-5-1 *et. seq.* will govern and apply to all said road closures.

**Priorities for Road Vacations.** The County Commission may permanently vacate a County road when it can be determined that the road will not in the foreseeable future be necessary, beneficial, or valuable for public use as a County road, and as such the County would not in the foreseeable future be in a position after such road is vacated, to have to obtain and use County funds to reacquire right-of-way to the road, and the road is not necessary or beneficial for any of the following purposes, all of which are hereby declared to be of substantial value to Union County:

1. Used as officially declared school bus route or postal road.
2. Serves as a primary farm to market road which has and may provide substantial revenues for the County.
3. Serves as primary access for production of minerals which may provide substantial revenues to the County.
4. Serves as primary access to recreational areas for a substantial number of Union County citizens

**Cattle Guards.** Any person in the County who wishes to have a cattle guard installed on any County Maintained Road must apply by submitting an application form to the Road Superintendent. An administrative fee of \$50.00 and installation fee of \$300.00 must accompany this application. All forms are to be provided by the Road Department and are available on Union County's website. (Attachment). If the request for installation of a new cattle guard is approved, the applicant must provide the cattle guard at the applicant's expense and the cattle guard must meet Road Department specifications. (Attachment)

The application for a cattle guard will be reviewed on a case-by-case basis. In determining whether to install a cattle guard, the Road Superintendent will consider the circumstances at the requested cattle guard site, including but not limited to number and location of other existing cattle guards, convenience of relevant fencing and other appropriate factors. The County reserves the right to refuse to install a cattle guard unless it is required on a school bus route. The County will typically only install cattle guards at or near section lines. However, the final location will be at the discretion of the Road Superintendent.

All work to install a cattle guard on a County Maintained Road will be performed by the Road Department. No person or entity will be allowed to perform any work on cattle guards. Any person or entity that performs any work on cattle guards other than the Road Department is liable for any damage, injury or accident caused from cleaning, maintenance, or improper installation of a cattle guard.

The Road Department is responsible for maintaining and cleaning County owned cattle guards on County roads and all such work will be performed by Road Department personnel. Cleaning of cattle guards include removal of sand, dirt, silt, and other debris which renders the cattle guard ineffective. In the event that a cattle guard needs to be cleaned before Road Department personnel return for regularly scheduled maintenance, the Road Superintendent should be notified and a request form (available on Union County's website) for cattle guard cleaning can

submitted so that the request is on record. Once the form is submitted, the Road Department has 15 (fifteen) working days to complete the task.

The scope of work for cleaning cattle guards does not include cleaning or maintenance in the winter season. Normal winter road maintenance, combined with winter storm weather conditions (snow, freezing temperatures and wind) may result in a cattle guard being filled with snow, ice or debris from snow removal operations and other regular winter road maintenance. The County will not perform cleaning of cattle guards for snow, ice, or road maintenance debris if the necessity for cleaning results from winter storm conditions and winter road maintenance. Landowners, ranchers, and livestock owners are advised and cautioned not to depend or rely upon cattle guards to secure livestock away from County roads during winter weather conditions.

In the event that any cattle guard located upon any County Road is deemed to be beyond repair by the Road Superintendent due to age or damage, the cattle guard will be replaced or removed. The cost of replacement of any existing cattle guard that is in present need of replacement will be the responsibility of the County. If the damage to the cattle guard is directly caused by an identifiable event, act or party, the County will pursue the cost of replacement from the party or parties who are responsible for the damage.

If a cattle guard is determined by the Road Superintendent to be no longer useful or necessary for its intended purpose, the County may remove the cattle guard. Prior to such removal, the County will post a notice of intent to remove such cattle guard at the location of the cattle guard. The date for removal will be no earlier than ninety (90) days following the date of the notice posted. During the ninety (90) day waiting period, persons or entities are entitled to submit comments or objections to such removal, which will be considered by the Road Superintendent prior to removal. The Road Superintendent's decision will be the final agency action.

No portion of the policy will be deemed or considered to have vested any person or landowner with the right to a particular size of cattle guard. The Road Department, upon determination that road improvement or widening is necessary, may require replacement of existing cattle guards. If the replacement of the cattle guard is due to development of lands, road safety concerns, upgrade and improvement of the roadway, or other similar circumstances not related to the agricultural utility of the cattle guard, the landowner or person who benefits from the use of the cattle guard will not be responsible for the cost of replacement of the cattle guard.

#### **Culverts.**

Any person in the County who wishes to install a culvert on any County Maintained Road must apply by submitting an application form to the Road Superintendent. An administrative fee of \$50.00 and installation fee of \$150.00 must accompany this application. All forms are to be provided by the Road Department and are available on Union County's website. (Attachment)

The owner of the property is responsible for paying for the culvert(s) required for new road access if; the installation of a culvert(s) is made necessary by the creation of a new access from private property to a County Maintained Road, by any alteration of the natural flow of water across private property by the owner, or for any other reason created by any owner of private property.

The culvert(s) shall be installed by the Road Department with the final number of culverts and sizing being at the discretion of the Road Superintendent, after reviewing the application and evaluating the property.

After installation, the owner or occupier will be responsible for the maintenance and repair of the road access and/or any related culvert(s). If there is need for maintenance or repair of the culvert after installation, the owner or occupier has 30 (thirty) days to make such repair or perform such maintenance after notification from the County. In the event of the property owner's failure to perform such maintenance, the County will perform repair and/or maintenance as may be required for the protection of the County roads and related appurtenances within the right-of-way. The responsible property owner will be billed if the property owner fails to perform the required maintenance or repair on the road access or culvert within the time frame specified above.

If a hazardous situation is detected, the property owner will be notified and requested to provide an immediate remedy to the problem. If the property owner fails to react, the County will correct the problem and bill the property owner for all incurred expenses.

Union County bar ditches are routinely cleaned out by Road Department personnel. The County reserves the right to remove culverts if they are determined to be a hazard. If the County is at fault for damage to a culvert, the County will replace the culvert at no cost to the landowner.

**Utility Installation, Excavating, Cross Cuts or Other Cuts on County Maintained Roads.**

No individual, third-party, governmental body, individual franchisee, utility, whether public or private, or other entity shall do any excavating, cross cutting, digging, trenching or any other work on or across a County Maintained Road without first contacting the Road Superintendent and completing and submitting the appropriate application permit to perform such work. A separate permit shall be required for each crosscut or other cuts on County Maintained Roads. The application permit may be approved by concurrence of the Road Superintendent and the County Manager after all appropriate paperwork has been received. All forms are provided by the Road Department and are available on Union County's website. (Attachment)

All installations will be made in strict accordance with the detailed plan and profile drawing submitted by applicant. It is further understood that the County will not be responsible for any maintenance of any utility installed in a County Maintained Road, right-of-way or easement. All utility installations must be thirty-six inches (36") below the lowest point of the road cross section, except high pressure gas lines, which must be sixty inches (60") below the lowest point

of the road cross section. High-pressure gas lines shall be clearly marked with appropriate warning signs where the line intersects the road, right-of-way or easement.

All utility facilities parallel to a County Maintained Road and associated manholes, junction boxes and/or any other above-grade apparatus shall be installed within five feet of the outer right-of-way line. Minor variations will be considered on an individual basis. In no event shall the installation be within close proximity of traveled portion of the roadway as to interfere with off-road parking or road maintenance. Above-grade apparatus must be clearly marked with a delineated warning marker acceptable to the Road Department.

**Driveways.** Any individual, third party, governmental body, individual franchisee, utility, whether public or private or other entity that needs a driveway to enter their land from County right-of-way must fill out the appropriate application. An administrative fee of \$50.00 must accompany this application. When the Road Superintendent receives the application, he or she will decide what materials will be needed to complete the project in the right-of-way, at the expense of the applicant, i.e. concrete, culvert, base course (caliche), etc. All forms are provided by the Road Department and are available on Union County's website. (Attachement)

## **SECTION VII: AGREEMENT REQUIRED FOR EXCHANGE OF BENEFITS FOR ROAD WORK**

**County Work on Privately Owned Property.** The County may enter into an agreement with a private party to perform certain services on private property in specific cases where such an exchange of benefits agreement would not violate the Public Purchases Act of the State of New Mexico (Sections 13-1-1, et seq, NMSA, 1978 Compilation). The County shall not perform work or perform any services on privately owned roads or property unless such an agreement between the private property owner and Union County has been completed and fully executed. Additionally, no County equipment shall be used on private property unless approved by the County Manager and a Hold Harmless Agreement has been signed.

**Work on County Maintained Roads by Private Parties.** Private parties shall not perform any road construction work (such as plowing, disking, ripping, rebuilding, etc.) on County Maintained Roads except as may be specifically authorized by the County Manager in a written agreement. Private parties may enter into an agreement with the County to perform certain work and/or provide improvements on County Maintained Roads when such an agreement would be in the best interest of the citizens of Union County and provide an improvement on an existing County Maintained Road. No work shall be performed until and unless the private party has completed and submitted a fully executed agreement to the County Manager. If needed, private parties shall provide signage and traffic control devices, at their expense, as required by the Manual on Uniform Traffic Control Devices (MUTCD). Said agreement shall contain the following provisions:

**A. Liability.** The private party agrees to assume all liability and be responsible for any actions that may result from any injury or damage that may occur while road work is being performed by the private party and shall hold the County harmless and indemnify the County from any claims for personal injury or property damage or other loss, including attorney's fees, occurring during such road work. The private party shall be required to provide appropriate insurance coverage including bodily injury and property damage naming the County as an additional insured. Such liability and responsibility shall remain from the time that the work is commenced until it is completed and approved as acceptable by the Road Superintendent. Nothing contained herein shall be construed as waiving any of the protections afforded the County pursuant to the New Mexico Tort Claims Act, NMSA §41-4-1 et. seq.

**B. Notification of County.** The private party agrees to notify the Road Superintendent prior to the start of work as to the location of the proposed work, the type of proposed work, and the date that said work will start.

**C. Minimum Standards.** The private party agrees that any road work performed on County Maintained Roads shall meet the minimum standards to satisfy the County for such improvements.

It shall be the duty and responsibility of the County Manager to ensure that each agreement

strictly complies with the provisions contained above and the Road Superintendent will inspect the work as it is ongoing to determine that the agreement is being fulfilled. No private party shall perform any work on any County Maintained Road until a written agreement has been completed as described above. However, if the Road Superintendent, or his representative designated by the Union County BOCC, determines that an emergency situation exists requiring immediate action, then the Road Superintendent may verbally authorize the work under the terms and conditions set forth above in this section. A written agreement between the private party and County Manager must then be prepared and fully executed within five (5) days of the verbal authorization. All private parties warrant that any back fill material used shall be in compliance with County standards and shall agree to repair and/or replace any failing or defective back fill for one year.

Mowing of grass in right of way, pushing snow, etc. is not included as "work on County Maintained Roads by private parties". The policies listed above are meant to keep destructive acts from happening on County Maintained Roads. This is not meant to deter the general public from good faith efforts to clear County Maintained Roads of weeds, snow, etc.

**Donations of Privately Owned Materials.** Nothing contained in this section of the Union County Road Policy shall prohibit or in any way restrict the donation of road materials (caliche, gravel, water, etc.) to the County when such donation is free of charge and involves no expense to the County other than transporting the materials to the road site for use. Union County specifically recognizes in this policy that the farmers and ranchers of Union County have throughout the history of Union County provided materials to the County for use in maintenance and construction of roads, often at no charge to the County. Such donations by these citizens have proven to be an invaluable aid to the County in its attempts to construct and maintain a viable road system; and is hereby specifically encouraged as a benefit to the citizens of Union County in that it saves expenditures of funds and man hours.

As Union County currently uses caliche as its prime road building and maintenance material, whenever possible, private citizens/landowners of Union County will be asked to provide caliche for road projects within their generalized geographic area. Higher priority will be given to road projects which have donated water and/or caliche (or other material) as this allows for better resource utilization given the fixed amounts of County resources.

An agreement between the landowner and Union County will be required for all donated materials and the Road Superintendent will work with the landowner and County Manager on all required documentation.



## **SECTION VIII: MISCELLANEOUS PROVISIONS**

**Caliche, Pavement, Gravel, Culverts, Weed Control, Traffic Signs.** The County may caliche, pave, gravel, install culverts, install cattle guards, perform weed control and install signs on any County Maintained Road or public right-of-way at its discretion. In addition, upon citizen request, the County may perform any of the above on a County Maintained Road if it is determined to be necessary and is in the best interest of the County. Any requested improvements will be prioritized based on need and will be contingent upon available funding, manpower, and equipment.

**Road Signs and Maintenance.** The placement of all traffic signs will be performed in compliance with the Manual on Uniform Traffic Control Devices (MUTCD). Union County has a responsibility for correcting unsafe county road and signage conditions within a reasonable period of time after notification or identification of a hazard. When working or traveling on County Maintained Roads, all Union County staff are expected to monitor county road and signage conditions and immediately report any hazard or defect to the Road Department.

**Citizen Reports.** Periodically citizens report hazardous road or signage conditions on County Maintained Roads. Employees receiving a report are expected to immediately forward the report to the Road Superintendent's office or County Administration. Reports will be maintained at County Road Barn Office.

**SECTION IX: ATTACHMENTS**

## UNION COUNTY CATTLE GUARD APPLICATION/PERMIT

I, undersigned, do hereby make application to the Union County Road Department of Union County, New Mexico, to place a cattle guard on Union County Road \_\_\_\_\_.

Work will be done on Union County Road \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_.

Description of location: \_\_\_\_\_

\* Complete attached map form.

Cattle guard will be at location, ready for installation on or by \_\_\_\_\_

### **Applicant's Responsibilities:**

1. The cattle guard specifications are attached to the application.
2. The applicant will purchase their own cattle guard and provide the material to install the cattle guard; Union County does not sell/provide cattle guards or materials. All work in the County Road to install a cattle guard shall be performed by Union County Road Department.
3. No person or entity shall be allowed to perform any cleaning/maintenance after installation
4. In the event the cattle guard needs cleaning/maintenance before the maintenance crew returns, a request form for cleaning/maintenance must be completed and submitted. Union County has fifteen (15) working days to complete the task.
5. An administration fee of \$50.00 and an installation fee of \$300.00 must accompany this application.

Signature of Applicant \_\_\_\_\_

Applicant's Name Printed \_\_\_\_\_

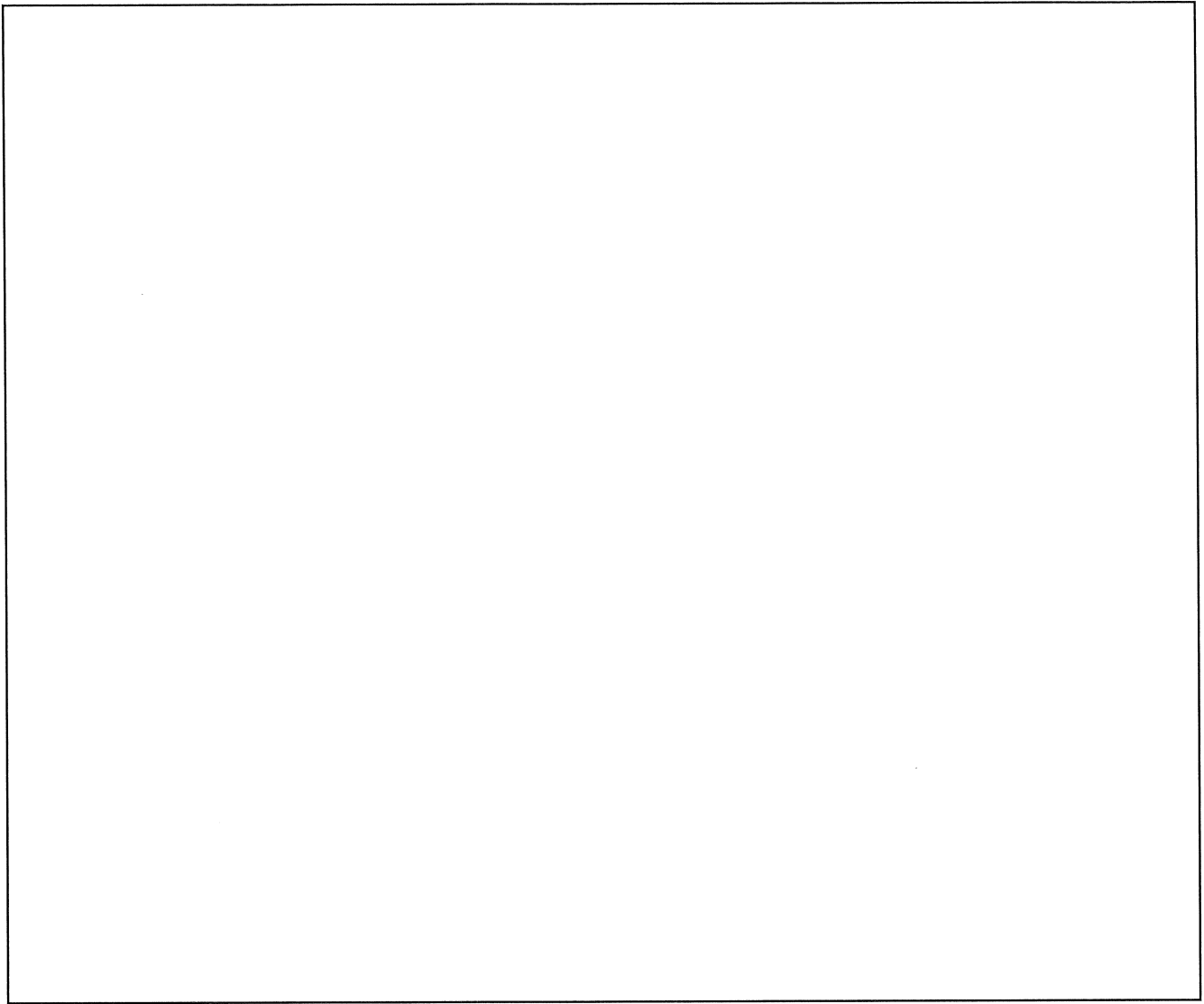
Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Number \_\_\_\_\_

Said application was granted upon terms and conditions therein stated.

\_\_\_\_\_  
Road Superintendent



Draw a map (or attach) as well as provide additional description if needed. Please indicate road name on map and show where work will take place.

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## CULVERT APPLICATION/PERMIT

I, the undersigned, do hereby make application to the Union County Road Department, Union County NM to place a culvert under or along Union County Road \_\_\_\_\_.

Work will be done on Union County Road \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_.

Description of Location: \_\_\_\_\_

Person or persons who will own said culvert once installed \_\_\_\_\_

Culvert will be at location, ready for installation on or by \_\_\_\_\_.

### **Applicant's Responsibilities:**

1. That culvert pipe will be no smaller than 24 inches in diameter unless determined by Road Superintendent that an 18 inch culvert can be used to obtain proper coverage.
2. The applicant will purchase their own culvert; Union County does not sell/provide them.
3. The applicant agrees to protect, indemnify, defend and hold Union County harmless, including attorney fees, from any injury or damage caused to a third party or third parties by the maintenance of said culvert thereof, or the lack of maintenance thereof.
4. Union County reserves the right to relocated, modify, alter, or reroute County Roadways, and applicant shall be solely responsible for any and all costs or expenses necessary to relocate or move applicant's culvert.
5. The applicant is responsible for maintenance and cleaning of culverts, and all damages to culverts need to be repaired by applicant.
6. An administrative fee of \$50.00 and install fee of \$150.00 must accompany this application.

Signature of Applicant \_\_\_\_\_

Applicant's Name Printed \_\_\_\_\_

Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Contact Number \_\_\_\_\_

Said application was granted upon terms and conditions therein stated.

\_\_\_\_\_  
Road Superintendent

**PERMIT NO. \_\_\_\_\_**

This permit is granted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Union County, New Mexico, (County) and \_\_\_\_\_, (Permittee),

Address: \_\_\_\_\_

Person or Persons who will perform said work: \_\_\_\_\_

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of \_\_\_\_\_

Across, under, or along a certain designated County Road lying, situated and being in the County of Union, State of New Mexico, more particularly described as follows:

**LEGAL DESCRIPTION**

This permit is subject to the following provisions:

- 1. a.) Permittee will dig a trench across the above-described County Road approximately \_\_\_\_\_ feet deep.
- b.) Pipe and/or cable made of \_\_\_\_\_
- c.) Pipe and/or cable shall be \_\_\_\_\_ inches in diameter and of the type Schedule \_\_\_\_\_.

All utilities must be at least thirty-six inches (36") below the lowest point of the road cross section, except high pressure gas lines, which must be sixty inches (60") below the lowest point of the road cross section.

- 2. Permittee must contact NM811 Dig Safe and have utility lines marked prior to any work commencing.
- 3. Permittee will then fill and compact the trench to restore the road to an even level suitable for public traffic. Restoration of the road shall be subject to the inspection and approval of the County Road Supervisor. If the Permittee does not return the road to the original condition after the above work has been completed the applicant agrees to reimburse the Union County Road Department within thirty (30) days for its work to bring the road surface back to original condition. The County will bill the Permittee for any necessary repairs. If the bill to the County is not paid, the County shall have a right to file a lien against the property.
- 4. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
- 5. Permittee is to perform the construction in such a way as to provide adequate fill on both ends of the road and shall construct any structure that may be necessary or desirable in connection therewith.
- 6. All excavation and construction performed under this permit shall be consistent with all laws, rules and regulations of the State of New Mexico and of the County.
- 7. In the event that the County desires to improve the above-described County Road, the County reserves the right to request from the Permittee, if necessary to remove and/or relocate in order to make such improvements. The County will give Permittee notice in advance of making such improvements.
- 8. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
- 9. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
- 10. At least twenty-four (24) hour notice shall be provided to the Union County Road Department Supervisor of the commencement and completion of any construction.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Applicants Printed Name

\_\_\_\_\_  
Phone Number

Said Application was granted upon the terms and conditions therein stated.

Witness our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SEAL**

**COUNTY OF UNION, NEW MEXICO**

**ATTEST**

\_\_\_\_\_  
**ROAD SUPERINTENDENT**

\_\_\_\_\_  
**COUNTY MANAGER**

\_\_\_\_\_  
**COUNTY CLERK**

## DRIVEWAY PERMIT

### APPLICATION FOR PERMIT TO CONSTRUCT DRIVEWAY ON PUBLIC RIGHT-OF-WAY

Date: \_\_\_\_\_

Permit No: \_\_\_\_\_

APPLICATION is hereby made by \_\_\_\_\_  
for permission to construct driveway at the following described location:

Section \_\_\_\_\_, Township \_\_\_\_\_, Range \_\_\_\_\_

Roadway Name \_\_\_\_\_

Work will commence on or about \_\_\_\_\_, 20\_\_\_\_ and be completed on or about  
\_\_\_\_\_, 20\_\_\_\_\_.

Gate, cattle guard, culvert, and/or fence will be required which applicant agrees to furnish and hereafter maintain in good repair and closed to livestock. If this permit is granted, the undersigned applicant agrees to comply with all conditions, restrictions, and regulations of the Union County Board of Commissioners. Administrative fee of \$50.00 must accompany this application.

By:

Applicant's Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Approved:

\_\_\_\_\_

Road Superintendent



## Application and Hold Harmless Agreement

I/we, the undersigned, as the legal owner(s) of the below described real property, do hereby request that the Board of County Commissioners of Union County and/or its designee and authorize Union County personnel and equipment from the Union County Road Department to enter upon my/our below described real property for the purpose of performing the following work at said location:

Physical description of property, including road and/or intersection where work is to be performed:

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Description of work to be completed:

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In consideration of Union County and/or Union County personnel/equipment providing the above described services, I/we knowingly and voluntarily waive and release Union County, its employees, personnel and equipment, from any and all current and/or claims, demands, causes of action, claims for relief, or claims for compensation, which arise out of or result from Union County equipment and personnel coming onto the land and/or performing any work thereon, regardless of the nature of the claim or damage, and regardless of the type, nature, reason or basis for any and all said claims, whether known or unknown, anticipated or unanticipated, intended or unintended.

I/we further agree to release and hold Union County and any of its employees/personnel/equipment harmless from any and all damages, claims, causes or action, claims for reimbursement or repairs, which result from or are the result of Union County, or any of Union County's personnel, or any Union County equipment coming on to the property and/or any work, action, conduct, transaction or any non-action by Union County, any of its employees and/or equipment.

Undersigned stipulate and acknowledge that they have freely and voluntarily requested Union County to perform the above referenced work without any threats or coercion and as their free and voluntary act.

Undersigned stipulate and agree that this document is for the benefit of Union County, its agents, employees, contractors and assigns.

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Signature of Owner

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Printed Name of Owner

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Address, City, State, Zip

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number

The above application was presented for consideration by the Union County Commission of Union County, New Mexico this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Said application was granted upon the terms and conditions therein stated.

Board of Union County Commissioners

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Road Superintendent

ATTEST:

\_\_\_\_\_  
County Clerk

Date:

Reference: \_\_\_\_\_  
Date and description of work performed and by whom

## WATER PURCHASE AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Union County a New Mexico governmental entity, hereinafter referred to as "County", and \_\_\_\_\_, hereinafter referred to as "Seller", whose address is \_\_\_\_\_.

**WHEREAS**, County has a need, from time to time, to purchase and acquire water for the purpose of various road work or road projects in Union County; and,

**WHEREAS**, Seller is the owner of certain water/water rights that it can sell to County for the limited and specific purpose of work on said county road projects; and,

**WHEREAS**, the parties have entered into this agreement for the purpose of documenting the agreement they have reached.

**IT IS THEREFORE MUTUALLY AGREED AND CONTRACTED TO BY THE PARTIES**, and, for valuable consideration, as evidenced by their signatures hereto, the parties stipulate, agree and contract as follows:

1. Seller shall sell, assign and transfer up to \_\_\_\_\_ gallons of water to County for purposes of use on county road project in Union County, New Mexico.
2. By its signature hereto, Buyer acknowledges, stipulates and represents to County that it is the sole owner of the water that is subject to this agreement and that there are no liens or other encumbrances against the water and the payments for the sale of water under the Agreement are to be made directly to Seller.
3. County shall pay to Seller the sum of \$\_\_\_\_\_ per 1,000 gallons of water purchased under this Agreement, which includes any and all gross receipts tax. Seller agrees to accept County's meter reading for purposes of determination of the number of gallons purchased by County. County agrees to pay Seller, and Seller agrees to accept payment for said water at such time as County completes the road project for which said water is being purchased for. County Shall provide Seller with a detailed statement showing the number of gallons of water purchased at the above-stipulated and agreed to rate, and provide a check for payment in full of the same.
4. The location where County is to obtain the water is described as:  
\_\_\_\_\_  
\_\_\_\_\_
5. Seller hereby consents, agrees, and allows County vehicles, including but not limited to water trucks, access across said property to the above-described location, seven days a week, twenty-four hours a day, if necessary, for the purpose of obtaining water and filling water trucks with the water necessary for the county road project.
6. If there are any cattle or livestock on the property or if there are any gates that need to be opened or closed by County, or any other concerns that Seller has with regard to County's access for purposes of obtaining water, those are:  
\_\_\_\_\_  
\_\_\_\_\_
7. County shall not be liable to Seller for normal wear and tear resulting from County's access to and from the property for purposes of obtaining water and implementing the terms of this agreement.
8. Contact persons with regard to this Agreement, the terms and conditions and implementation hereof is as follows:

Union County: Road Superintendent  
Union County  
25 Lake Hwy.  
Clayton NM 88415

Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone number: \_\_\_\_\_  
Email: \_\_\_\_\_

Unless sooner terminated, this Agreement shall automatically expire on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_\_.

Curry County:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Seller:  
\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_