

**BOARD OF UNION COUNTY COMMISSIONERS
REGULAR MEETING
AGENDA**

February 8, 2022

UNION COUNTY, NM
DOCUMENT #202200081
02/1/22 04:42:44 PM
1 of 1
BY Brenda Green

9:00 a.m.

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda and minutes
4. Hospital Report
5. Discussion/Possible Action Items
 - i. Resolution 2022-26 Adoption of Hazard Mitigation Plan
 - ii. Resolution 2022-27 Declaration of Emergency High Wind Event December 15, 2021
 - iii. MOU Mora County Fiscal Agent
 - iv. March meeting date
 - v. NMC Legislative Priorities and Resolutions
 - vi. Economic Development Discussion
 - vii. Dispatch CAD System Discussion
 - viii. Road Crossing Permits
 - ix. Inventory Items Disposition – Road Department International Water Truck
 - x. Approval of Bills
 - xi. Healthcare Assistance - Approval of Claims
 - xii. County Travel Requests
 - xiii. Courthouse Renovations
 - xiv. Jail agreement with neighboring counties

10:30 a.m. Citizen's Forum

1. Road Superintendents Report
2. Fire Coordinator/Emergency Manager Report
3. County Manager Report
4. Elected Officials Reports

Executive Session-Pursuant to NMSA 1978, Section 10-15-1(H)7-- Pertaining or threatened litigation in which the County is or may become a participant

Adjourn

As of 2/1/2022

Next Meeting January 11, 2022

BOARD OF UNION COUNTY COMMISSION
REGULAR MEETING
January 11, 2022

BOARD MEMBERS PRESENT:

Chairman Justin K. Bennett Commissioner Clayton F. Kiesling Commissioner Walter C. Hall

OTHERS PRESENT:

Clerk Brenda Green Manager Brandy Thompson Treasurer Shea Arnett
Sheriff James Lobb Undersheriff Chris Schear
Road Superintendent Russell Kear Fire Coordinator Jim O’Bryant

GUESTS:

Tammie Stump – CEO, Union County General Hospital
Melissa Prante – CFO, Union County General Hospital

At 9:00 a.m., Chairman Bennett called the meeting to order in the Commission Chambers located in the Union County Administration Building. The pledge of allegiance was recited.

Commissioner Hall moved to approve the agenda and the regular meeting minutes of December 14, 2021. Commissioner Kiesling seconded. There was no further discussion. Vote: ALL AYE. The minutes were signed.

HOSPITAL REPORT

Tammie Stump, CEO, reported on statistics for November. Before the meeting, the “County Commissioner Monthly Hospital Report, Union County General Hospital, Tammie Stump, CEO, January 11, 2022”, was distributed to the board. Items covered included the following (but not limited to the following): **Annual Competency Fair; Provider Recruitment Update; Financial Assistance/Compliance Update; Business Office/Revenue Cycle Update; Compliance and Social Work; Home Health Care Report; Radiology; Plant Services; Therapy Services; Laboratory Services; Union County/Des Moines Health Centers; IT; Pharmacy; Clinical Updates; HVAC/Vestibule/Cryogenic Tank 3000 gallon/Grade Survey; Update on Omicron and COVID-19 Therapeutics.**

Melissa Prante, CFO, reported on financials for November. Before the meeting, the “Clayton Health Systems, Inc. Union County General Consolidated Executive Financial Summary, 5th Month FYE 2022”, and, the “Clayton Health Systems December 27, 2021 MOR Notes to Consolidated Financial Statements, Period ending November 30, 2021”, was distributed to the board. Items covered included the following (but not limited to the following): **Key Statistics; Statement of Revenue and Expenses – YTD; Balance Sheet.**

DISCUSSION/POSSIBLE ACTION ITEMS

RESOLUTION 2022-18 OPEN MEETINGS ACT

A proposed resolution to establish the open meetings act policy for Union County.

Commissioner Kiesling moved to approve Resolution 2022-18, Open Meetings Act Policy for Union County. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

RESOLUTION 2022-19 BOARD OF FINANCE

A proposed resolution authorizing the Board of County Commissioners to order the deposit or withdrawal of monies in the local short-term investment fund.

RESOLUTION 2022-20 INVESTMENT POLICY

A proposed resolution by the Union County Board of Finance establishing the Union County investment policy.

RESOLUTION 2022-21 CHECKING ACCOUNTS

A proposed resolution designating the county checking account depository.

RESOLUTION 2022-22 INTEREST BEARING DEPOSITS

A proposed resolution listing qualified depositories and rules regarding the distribution of county interest bearing deposits.

Commissioner Kiesling moved to approve Resolutions 2022-19, 2022-20, 2022-21, and 2022-22 as presented. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

RESOLUTION 2022-23 FY 23 DWI GRANT

A proposed resolution authorizing the county to submit an application to the Department of Finance and Administration, Local Government Division, to participate in the local DWI grant and distribution program.

Commissioner Kiesling moved to approve Resolution 2022-23, FY 23 DWI Grant. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

RESOLUTION 2022-24 BUDGET INCREASE CAPULIN FIRE

A proposed resolution authorizing Union County to expend capital outlay for Capulin Fire (407) (DFA#20900) budget increase.

Commissioner Kiesling moved to approve Resolution 2022-24, Budget Increase Capulin Fire. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

RESOLUTION 2022-25 2022 ROAD AUDIT

A proposed resolution certifying to the best of the Board of County Commissioners knowledge, that Union County has 1,188.105 miles of county-maintained roads.

Commissioner Kiesling moved to approve Resolution 2022-25, Road Audit. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

At 10:04 a.m., the meeting recessed for a short break. At 10:14 a.m., the meeting resumed.

MOU – UC/CAPULIN FIRE MOU NATIONAL PARKS

A proposed MOU (General Agreement/Memorandum of Agreement/Understanding), between the United States Department of the Interior, National Park Service, Capulin Volcano National Monument, and, Union County, New Mexico.

Commissioner Kiesling moved to approve MOU – UC/Capulin Fire MOU National Parks. Commissioner Hall seconded. Chairman Bennett stated he lives 2 miles straight east of the monument, so he greatly appreciates this MOU being finalized. There was no further discussion. VOTE: ALL AYE. MOU signed.

JPA's LEFP VILLAGE OF DES MOINES, FOLSOM, AND GRENVILLE

A proposed joint powers agreement for law enforcement services between the Villages of Des Moines, Folsom, and Grenville, and Union County.

Commissioner Kiesling moved to approve JPA LEFP for Villages of Des Moines, Folsom, and Grenville. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Agreement signed.

DISCUSSION WINTER ROAD ORDINANCE

The proposed winter road ordinance was previously provided to the board for review. Item discussed included the following (but not limited to the following): Possible methods of notification; Types of signage. The ordinance process was reviewed. Mgr. Thompson was directed to move forward with the winter road ordinance process.

CITIZEN'S FORUM

There was no one present for the Citizen's Forum

DISCUSSION WIND ORDINANCE

The current Union County Wind Energy Siting Ordinance was provided to the board for reference. A lengthy discussion followed. No action taken.

LEGISLATIVE LUNCHEON

Mgr. Thompson gave an update on the Legislative Luncheon to be held on January 24, 2022 in Santa Fe. Items covered included the following (but not limited to the following): Due to increased costs, the invite list is smaller than in past years; RSVP's have been good.

ORGANIZATIONAL STRUCTURE/ SALARY STUDY UPDATE

Mgr. Thompson gave a progress report on the county salary study being conducted by S Resource Inc. A lengthy discussion followed. A draft report may be provided by March.

DISCUSSION CAD/RMS SYSTEM

Mgr. Thompson gave a progress report on the proposed implementation of the E-Force CAD/RMS system. A lengthy discussion followed. The county will continue to push forward with acquiring the system.

ROAD CROSSING PERMITS

There were no road crossing permits submitted for approval.

INVENTORY ITEMS DISPOSITION – ROAD DEPARTMENT INTERNATIONAL WATER TRUCK

There were no disposition items presented for approval.

APPROVAL OF BILLS

Bills in the amount of \$172,143.53 were presented for review.

Commissioner Kiesling moved to approve bills in the amount of \$172,143.53. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Motion carried.

HEALTHCARE ASSISTANCE – APPROVAL OF CLAIMS

There were no healthcare assistance claims presented for approval.

COUNTY TRAVEL REQUESTS

The following employees requested travel approval (but not limited to the following): Commissioners Bennett, Kiesling, and Hall will attend the Legislative Conference and Legislative Luncheon in Santa Fe; Mgr. Thompson and Asst. Mgr. Garcia will attend the Legislative Conference and Legislative Luncheon in Santa Fe; Assessor Sandoval and Deputy Newton will attend the Legislative Conference and Legislative Luncheon in Santa Fe; Clerk Green, Chief Deputy Clerk Harkins, and Deputy Clerk Fields will attend the Legislative Conference in Santa Fe, Clerk Green and Chief Deputy Clerk Harkins will attend the Legislative Luncheon in Santa Fe; Clerk Green is attending Election Law Clean-up Bill review meetings in Albuquerque. All travel requests approved.

COURTHOUSE RENOVATIONS

Mgr. Thompson gave an update on the following (but not limited to the following): possible renovation projects and estimated costs; update on surveillance camera system installation.

JAIL AGREEMENTS WITH NEIGHBORING COUNTIES

There were no new jail agreements to be reviewed.

ROAD SUPERINTENDENTS REPORT

Road Superintendent Kear reported on the following (but not limited to the following): Equipment maintenance is ongoing; Repairs to and replacement of cattleguards around the county.

FIRE COORDINATOR/EMERGENCY MANAGER REPORT

Fire Coordinator O'Bryant reported on the following (but not limited to the following): Focusing on required staff training in January and February; Possible ramifications of HB57, prescribed/controlled burn bill; Update on the APHIS predator control program.

COUNTY MANAGER REPORT

Mgr. Thompson reported on the following (but not limited to the following): Union County received the small county safety award again this year, presentation will be at the Conference Luncheon; Kickoff of the New Mexico Counties PR program, "33 Strong", will be during the Conference, Chairman Bennett has a segment in the program; Update on the automatic door opener for the Administration Building.

ELECTED OFFICIALS REPORTS

Treasurer Arnett reported that first half taxes are 65% collected, and some tax bills appear to be lost in the mail.

Clerk Green reported on the following (but not limited to the following): Attendance of Election Law clean-up bill review meetings; Brief overview of recent demo by Tyler Technologies.

Commissioner Hall expressed his concerns regarding the pandemic and the impact on our communities.

Chairman Bennett expressed his desire to visit with the representatives from New Mexico Parks and New Mexico Fish and Game at the Legislative Luncheon.

Commissioner Kiesling reported on the following (but not limited to the following): December NERTPO meeting was cancelled; Main Street/EDC meeting postponed; Suggested possible funding to the Chamber for Fourth of July Fireworks.

ADJOURN: At 12:47 p.m., Commissioner Kiesling moved to adjourn after lunch. Commissioner Hall seconded. There was no further discussion. Vote: ALL AYE. Motion carried.

Meeting Announcements: The next regular meeting will be held on Tuesday, February 8, 2022 at 9:00 a.m. The next Joint Communication meeting will be held on Tuesday, March 9, 2021, at 9:30 a.m.

**Board of Union County Commissioners
Union County, New Mexico**

ATTEST

Justin K. Bennett - Chairman

SEAL

Clayton F. Kiesling - Vice Chairman

Brenda L. Green – County Clerk

Walter C. Hall - Member

CLAYTON HEALTH SYSTEMS

JANUARY 26, 2022 MOR

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Period Ending December 31, 2021

INCOME STATEMENT:

1. Gross patient revenue for December is \$1.9M; \$308k > budget; \$381k > PY.
2. Total net patient revenue for the month, after CA was \$1.1M.
3. Total other revenue for December is \$166k.
4. County tax subsidy revenue is \$80k.
5. Total MTD net operating revenue is \$1.3M; 67k > budget; 145k > PY.
6. Operating expenses for December are \$1.3M; 108k > budget; 162k > PY.
7. Operating gain of \$31k and EBIDA gain \$99k.
8. YTD, we have an operating income of \$93k and EBIDA of \$498k.

YTD Budget to Actual Variances is as follows:

Gross Patient Revenue is **over** budget by \$995k.

Total Net Operating Revenues are **over** our YTD budget by \$106k.

Total Operating Expenses are **over** YTD budget by \$447k.

Salary/Benefits are **over** budget YTD by \$356k.

Professional fees/Purchased Services are **under** budget by \$61k.

Pharmacy, Medical, Other Supplies are **over** budget by \$186k.

Other operating expenses (postage, subscriptions, dues, licenses, taxes, maintenance, lease, utilities, travel, and education) are **over** budget by \$0. Includes physician recruiting, audit invoices and 340B management fees.

Depreciation and Interest are **under** budget by \$34k.

BALANCE SHEET:

9. UCGH had cash and cash equivalents of \$2.7M.
10. December had CD balances total \$926k.
11. AR Mill Levy and GRT balance \$497k.
12. Net Patient AR is \$1.92M.
13. AP Manual accruals is \$67k.
14. Estimated 3rd party settlements \$174k for 2020 CR, \$1.37M for MAAP - a total of \$1.54M.
15. CR for 2021 has an estimate of \$158k receivable.
16. December Days Cash on Hand is 68 days.

6th Month FYE 2022

Unaudited

KEY STATISTICS					
	<i>12/31/21 ACTUAL</i>	<i>12/31/21 BUDGET</i>	<i>YTD ACTUAL</i>	<i>YTD BUDGET</i>	<i>YTD VARIANCE</i>
Total Admissions	18	14	108	83	25
Total Patient Days	79	79	473	476	(3)
Average Length of Stay Total	4.39	5.64	4.38	5.73	1.36
Total Emergency Room Visits	185	143	990	858	132
Outpatient Visits (NOT CLINIC)	788	490	4,150	2,942	1,208
Total Surgeries	4	4	19	20	(1)
Total GI Procedures	5	7	36	40	(4)
STATEMENT OF REVENUE AND EXPENSES - YTD					
REPORTED IN THOUSANDS	<i>12/31/21 ACTUAL</i>	<i>12/31/21 BUDGET</i>	<i>YTD ACTUAL</i>	<i>YTD BUDGET</i>	<i>YTD VARIANCE</i>
Revenue:					
Gross Patient Revenues	\$1,868	\$1,560	\$10,356	\$9,361	995
Deductions from Revenue	(793)	(597)	(4,242)	(3,583)	(659)
Net Patient Revenues	1,075	963	6,114	5,778	336
Other Revenue	246	291	1,513	1,743	(230)
Total Net Revenues	1,321	1,254	7,627	7,521	106
Expenses:					
Salaries & Benefits	698	630	4,133	3,777	(356)
Professional Fees	38	40	243	242	(1)
Purchased Services	91	118	644	706	62
Supply Expenses	187	99	777	591	(186)
Other Operating Expenses	208	222	1,332	1,332	0
Depreciation & Interest Expense	68	73	405	439	34
Total Expenses	1,290	1,182	7,534	7,087	(447)
OPERATING MARGIN	31	72	93	434	(341)
NET MARGIN	\$31	\$72	\$93	\$434	(\$341)
EBIDA	\$99	\$145	\$498	\$873	(\$375)

BALANCE SHEET				
Unaudited		<i>12/31/21</i>	<i>12/31/20</i>	<i>Audited 06/30/20</i>
ASSETS				
Current Assets		\$4,935	\$7,214	\$8,844
Property, Plant & Equipment (Net)		10,409	9,145	9,082
Other Assets		747	(1,345)	(2,594)
Total Unrestricted Assets		16,091	15,014	15,376
Assets Whose Use is Limited		1,764	1,711	920
Total Assets		\$17,855	\$16,725	\$16,296
LIABILITIES AND NET ASSETS				
Current Liabilities		\$2,632	\$5,054	\$4,843
Debt Borrowings, net of current		2,463	2,961	2,991
Total Liabilities		5,095	8,015	7,834
Net Position		12,760	8,710	8,462
Total Liabilities and Net Position		\$17,855	\$16,725	\$16,296



RESOLUTION NUMBER 2022-26
ADOPTING THE UNION COUNTY HAZARD MITIGATION PLAN

WHEREAS, natural and man-made hazards exist within Union County and these hazards have the potential of causing harm to the citizens, property, economy, and environment within Union County; and

WHEREAS, the hazard mitigation planning process set forth by the State of New Mexico and the Federal Emergency Management Agency offers the opportunity to consider natural hazards and risks, and to identify mitigation actions to reduce future risk; and

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management is providing federal mitigation funds to support development of the mitigation plan; and

WHEREAS, the Union County Hazard Mitigation Plan has been prepared in accordance with FEMA requirements at 44 C.F.R 201.6; and

WHEREAS, the Hazard Mitigation Plan includes a prioritized list of mitigation actions including activities that, over time, will help minimize and reduce safety threats and damage to private and public property, and

WHEREAS, the draft plan was provided to each participating jurisdiction so as to introduce the planning concept and to solicit questions and comments; and to present the Plan and request for comments, as required by law, and

NOW THEREFORE, BE IT HEREBY RESOLVED by the Board of County Commissioners, County of Union, State of New Mexico:

1. The Union County Hazard Mitigation Plan is adopted as the County's official plan.
2. Union County will ensure that all future planning, including comprehensive plans, will take into consideration the hazards that can affect future projects.
3. The County's Emergency Manager will monitor the progress in implementing the strategies of the Union County Hazard Mitigation Plan.
4. The Union County officials and agencies identified by the Union County Hazard Mitigation Plan are responsible for specific mitigation tasks under this plan.
5. The County's Emergency manager, with input from governmental planning agencies and the public, will review and modify the Union County Hazard Mitigation Plan as necessary to reflect the progress made in implementing this Plan and any new hazard strategies that have been identified.
6. The County's Emergency Manager will provide an annual written progress report to the Board of County Commissioners concerning these efforts by August 1 of each year. This report

will (1) identify the progress of mitigation efforts in meeting the plan's goals and objectives, and (2) include all new strategies that have been developed.

PASSED, APPROVED AND ADOPTED this 8th day of February, 2022.

BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NEW MEXICO

A T T E S T
S E A L

Brenda Green, County Clerk

By:

Justin Bennett, Chairman

Clayton Kiesling, Member

Walter Hall, Member

brandy.thompson@unionnm.us

From: Suko, Gregory, DHSEM <Gregory.Suko@state.nm.us>
Sent: Wednesday, January 26, 2022 12:51 PM
To: brandy.thompson@unionnm.us
Cc: cheryl.garcia@unionnm.us; Russell, Dusty; Ross, Fenicia, DHSEM; Hamilton, Kelly, DHSEM
Subject: 15DEC2021 High Wind Event Inquiry with Union County - Consideration of a Local Disaster Declaration for Southwestern Electric Cooperative

Good Afternoon Ms. Thompson,

I am following up on damages sustained by Union County as a result of the subject high wind event. I confirmed with EM Wingo last month that there were not any specific County Owned or County Maintained damages sustained to public infrastructure. I failed however to consider damages sustained to the Southwestern Electric Coop; an eligible applicant for State Disaster Assistance Funds, as a result of the subject high wind event. DHSEM Recovery Officer Fenicia Ross is following up with the Cooperative to document the specific estimated damages.

Please let me know of your consideration or even the possibility of declaring a County resolution for last month's high wind event to facilitate DHSEM's request to the Governor's Office for an Executive Order that would fund eligible Coop damage repairs. I am including Deputy Secretary Dr. Hamilton on this correspondence for situational awareness. Dr. Hamilton is currently our Acting Response & Recovery Bureau Chief and overseeing the Recovery Unit.

Thank you for your consideration.

Respectfully,

Gregory Suko

Recovery Officer/COVID-19 NM Recovery Lead
Disaster Recovery Unit
New Mexico Department of Homeland Security and Emergency Management
PO Box 27111
Santa Fe NM 87502
Cell: (505) 259-7408
Fax: (505) 476-9650
Email: Gregory.Suko@state.nm.us
PA Grants Portal: <https://grantee.fema.gov/>
PA Grants Portal/Manager Helpline: 1-866-337-8448



Building Resilience in New Mexico



Please consider the environment before printing this email

From: Suko, Gregory, DHSEM
Sent: Friday, January 14, 2022 7:45 AM
To: 'moracopz@yahoo.com' <moracopz@yahoo.com>; 'jansley@countyofmora.com' <jansley@countyofmora.com>

Cc: Unit, Recovery, DHSEM <Recovery.Unit@state.nm.us>; NM EOC, DHSEM <nm.eoc@state.nm.us>; Hamilton, Kelly, DHSEM <Kelly.Hamilton@state.nm.us>

Subject: RE: 15DEC2021 High Wind Event Inquiry with Mora County - Follow-up to Request Local Disaster Declaration for Mora-San Miguel Electric Coop

Respectfully,

Gregory Suko

Recovery Officer/COVID-19 NM Recovery Lead
Disaster Recovery Unit
New Mexico Department of Homeland Security and Emergency Management
PO Box 27111
Santa Fe NM 87502
Cell: (505) 259-7408
Fax: (505) 476-9650
Email: Gregory.Suko@state.nm.us
PA Grants Portal: <https://grantee.fema.gov/>
PA Grants Portal/Manager Helpline: 1-866-337-8448



Building Resilience in New Mexico



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**MEMORANDUM OF UNDERSTANDING
BETWEEN
UNION COUNTY, NEW MEXICO
AND
MORA COUNTY, NEW MEXICO**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by and between Mora County, a political subdivision of the State of New Mexico, hereinafter referred to as “Mora”, and Union County, a political subdivision of the State of New Mexico, hereinafter referred to as “the County” or “the Fiscal Agent”.

RECITALS

WHEREAS, Mora has or intends to enter into a grant agreement with the State of New Mexico governmental agencies regarding monies received from the following appropriations intended to benefit the residents of Mora County as follows; and,

Appropriation ID	Agency	Title	Description	AMOUNT IN BILL	Fund	Expiration Date
E2633	Department of Finance & Administration	MORA SHERIFF VEH PRCHS	to purchase and equip vehicles and equipment for the sheriff's department in Mora county;	88,000	STB	06/30/2022
E2634	Department of Finance & Administration	MORA COUNTY VETERAN'S MEMORIAL	To plan, design and construct a veteran's memorial in Mora County	138,000	STB	06/30/2024

WHEREAS, Mora County requests that the County serve as Mora’s Fiscal Agent for the grant agreement entered into between Mora and the State of New Mexico governmental agencies; and,

WHEREAS, the County has concluded that it is able to act as Mora’s Fiscal Agent, with no (0%) administrative fee, for the grant agreement entered into between Mora and the State of New Mexico governmental agencies; and,

WHEREAS, Mora and the County desire to enter into this MOU pursuant to which the County shall serve as Mora’s Fiscal Agent, for the purpose of ensuring fiscal compliance with all grant agreements entered into between Mora and any State of New Mexico governmental agency for monies received from the Appropriations; and,

WHEREAS, the County is current with its annual financial reports, audits, and is willing to serve as Mora County’s Fiscal Agent for monies received from the Appropriations; and,

WHEREAS, at a meeting where a quorum was present, the Mora County Commission authorized the County Manager to execute this MOU with the County to act as Mora’s Fiscal Agent for monies received from the Appropriations; and,

WHEREAS, at a meeting where a quorum was present, the Union County Commission approved a motion authorizing the County Manager to execute this MOU and for Union County to act as Fiscal Agent for Mora for monies received from the Appropriations.

NOW THEREFORE, Mora and the County (the "Parties"), in consideration of the mutual covenants and agreements contained herein, and in order to set forth the methods and means by which the purpose of this MOU will be achieved, do hereby agree as follows:

I. EFFECTIVE DATE AND TERM OF AGREEMENT

This MOU will become effective, once executed by the parties hereto, upon written approval of this Memorandum of Understanding by the New Mexico Department of Finance and Administration (hereinafter "DFA"). Mora County shall be responsible for obtaining DFA written approval. This MOU will expire upon the completion of the project, but no later than June 30, 2024. Either party may terminate this MOU at any time and for any or no reason upon sixty (60) days' written notice to the other party.

II. FISCAL AGENT RESPONSIBILITIES AND DUTIES

A. As of the effective date of this MOU, the County shall act as Mora's fiscal agent for the appropriations listed on the table above.

B. The County will receive and review all pay requests and supporting documents submitted by Mora for the referenced grants. Pay requests will be approved, disapproved or approved with conditions as necessary following the County's review. If approved, the County will provide said signed pay requests to the State Funding Agencies for reimbursement. The County and Mora will retain copies of all invoices and pay requests for the referenced grants.

C. The County shall ensure that grant funds are expended as required by the applicable grant agreement, ensuring compliance with all terms and requirements and laws of the State of New Mexico, and making all records available for inspections.

D. Improper transactions shall be flagged, not approved, and brought to the attention of Mora and DFA promptly.

E. The County shall review the procurement accomplished by Mora to ensure compliance with the Procurement Code.

F. The County will work with Mora to amend this Agreement as necessary for any matters not otherwise covered herein which may arise during the course of this MOU.

G. The County may terminate this Agreement with five (5) days' notice to Mora County if Mora fails to meet its obligations and responsibilities stated herein.

H. The County shall have no duties or responsibilities not expressly set forth herein.

III. MORA COUNTY'S RESPONSIBILITIES AND DUTIES

A. Mora County shall at all times comply with the New Mexico Procurement Code, NMSA 1978, Sec. 13-1-21 *et seq.*, Mora shall develop specifications, and shall contract for architectural, engineering, geotechnical, and technical work shall be provided by Mora, all consistent

with New Mexico statutes and Laws. Mora shall handle all bidding, contracting, implementation, construction, oversight and completion of all the projects subject to this MOU, Art. IX Sec. 14 of the New Mexico Constitution, and applicable Law including any provisions in the applicable appropriation.

B. Mora County shall work with the County to ensure that any and all information, documentation, actions, or other requirements are timely provided or completed.

C. Mora County will work with the County to amend this Agreement as necessary to address matters not otherwise covered herein which arise during the course of this MOU.

IV. EFFECT ON GRANT AGREEMENTS

This MOU shall have no effect on any loan, grant, or appropriation agreement entered into between Mora County and any state agency for funding subject to this MOU, except to the extent that this MOU demonstrates compliance with any fiscal agent requirements contained therein.

V. COMPLIANCE WITH GRANT AGREEMENTS

A. The Parties agree that they will take all necessary actions, including those related to all reporting responsibilities, to ensure compliance with any Legislative grant agreements entered into by Mora County and the State of New Mexico. The Parties further agree that they will engage in appropriate record-keeping to ensure compliance with all Grant Agreements.

B. The County as fiscal agent agrees to receive all financial correspondence and documentation relating to the Appropriations Agreement, to make all records available for any required financial audit. Unless explicitly prohibited by any Appropriations Agreement, the County will not deduct an administrative fee for serving as fiscal agent for the above-referenced grants. Both Parties must authorize and agree to any exceptions or changes to this administrative fee.

VI. MERGER; AMENDMENT

This MOU represents the entire agreement between the Parties with respect to the matters addressed herein, and all prior agreements, covenants, and understandings between the parties concerning the same have been merged into this written agreement. This MOU shall not be altered, modified, changed, or amended except by an instrument in writing executed by the Parties.

VII. SEVERABILITY

In the event that any term or provision of this MOU shall be held to be invalid, void or unenforceable, then the remainder of this MOU shall not be affected, provided that the overall purpose of the MOU is not rendered impossible and the original purpose or intent is not materially impaired. In such event, all terms and provisions not held to be invalid, void or unenforceable shall remain valid and enforceable to the fullest extent permitted by law.

VIII. RELEASE

The Parties agree that upon final expenditure and satisfactory accounting of the Appropriations under this MOU, both Parties shall release the other party, its officers, agents and employees from all liabilities, claims and obligations whatsoever arising from or under this agreement.

IX. NOTICE

The contact person for each Party and to whom any notice hereunder shall be given is as follows:

MORA COUNTY
Michael A. Rivera, County Manager
PO Box 580
Mora, NM 87732
Telephone: 575-387-5279
Facsimile: 575-387-9022

UNION COUNTY
Brandy Thompson, County Manager
PO Box 430
Clayton, NM 88415
Telephone: 575-374-8896
Facsimile: 575-374-2763

The Parties may specify any other person or address upon ten (10) days' notice to the other party.

IN WITNESS WHEREOF, the Parties hereto have set their hand below.

MORA COUNTY

By: Michael A. Rivera
Michael A. Rivera, Mora County Manager

Date: 1/24/22

Carlos J. Arellano
Carlos Arellano, Mora County Clerk

Approved as to Form:

By: Ernestina Bay
Mora County Attorney

UNION COUNTY

By: _____
Brandy Thompson, Union County Manager

Date: _____

Approved as to Form:

By: _____
Union County Attorney



Brenda Green,
Union County Clerk

COMMUNITY ECONOMIC DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 1st day of July, 2016 between **UNION COUNTY**, New Mexico, hereinafter referred to as the "County" and **UNION COUNTY COMMUNITY DEVELOPMENT CORPORATION**, a not for profit New Mexico Corporation, hereinafter referred to as the "Contractor":

WHEREAS, the County desires to participate in the economic development of Union County, New Mexico, by making all reasonable efforts to attract new business and commercial enterprises to Union County, for the purpose of providing employment opportunities and economic stability for residents of Union County; and

WHEREAS, the Contractor appears to have a broad base of public support for economic development; and

WHEREAS, the County finds that the Contractor is a proper party to conduct an organized program of economic development for Union County;

IT IS THEREFORE AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. **TERM.** The term of this agreement shall be from July 1, 2016, through and including June 30, 2017. Activities conducted by the Contractor since the effective date of this contract, but before the date of execution of this contract, shall be deemed to have been performed by the Contractor in compliance with this contract.
2. **SERVICES.** The Contractor shall provide the following services under this agreement:
 - A. Establish and operate an organization which has as its immediate and long term goals of attracting to Union County new commercial and industrial enterprises, suited to the economy of the County, which will benefit the County and its inhabitants economically.
 - B. Encourage the location of new economic enterprises in the County and promote the expansion of economic enterprises presently located in the County.
 - C. Formulate and place into effect through the cooperative efforts of the Contractor, the County, and all interested residents, a long range economic development plan for Union County, taking into consideration the economic and social benefits from increased employment, the development of a balanced pool of labor, and the promotion of the natural assets of the County.
 - D. Prepare pamphlets, brochures and other publications explaining economic, business and industrial opportunities in Union County. And to disseminate such publications as widely as possible for the purpose of acquainting interested parties with economic opportunities in the County.
 - E. Contact individuals and firms who have a particular interest in locating new economic enterprises in Union County, and assist such interested individuals and firms in reaching a decision to develop enterprises which will benefit Union County economically.
 - F. Cooperate in every reasonable manner with the Economic Development Division of the New Mexico Commerce and Industry Department to foster and encourage economic development in Union County.

- G. Attend on behalf of Union County and act as the County's representative at such conferences, meetings, fairs and conventions which, in the judgment of the Contractor may be of significant value in the economic development of Union County.
- H. Hire an employee on a permanent basis to assist the Commission in meeting the duties and responsibilities described in this agreement.
3. **FUNDS.** The County shall pay to the Contractor the sum of \$15,000 (Fifteen thousand dollars) for the services to be provided.
4. **FINANCIAL REPORTS.** Not less often than quarterly during the term of this contract, in the month following the end of each quarter, the Contractor will prepare and present to the County a comprehensive report of its activities and programs, which shall include a copy of the Contractor's latest financial report.
5. **ANNUAL REPORT.** Not later than September 1, 2017, the Contractor shall prepare and present to the County a report of its activities for the previous fiscal year including a balance sheet and an operating statement.
6. **ANNUAL BUDGET REQUEST.** The annual budget request shall be presented to the County by May 1, 2017. The annual budget request must contain detailed recommendations from the Contractor to the County concerning the scope and nature of the economic development program for the County for the fiscal year beginning July 1, 2017. The recommendations shall include a proposed budget reflecting the expenditures necessary to carry out the proposed program.
7. **INSPECTION OF RECORDS.** The Contractor will permit any authorized representative of the County to inspect the Contractor's books and records upon reasonable notice during ordinary business hours. During the term of this contract and thereafter until the County's annual audit for the fiscal year ending June 30, 2017 shall have been completed, the Contractor will cooperate with the County's designated auditor in any reasonable manner and shall furnish the designated auditor with any books of account or other records which may be required by the designated auditor for the performance of the annual audit.
8. **FINANCIAL INTEREST DISCLAIMER.** No officer or employee of the Contractor or the County who exercised any function or responsibilities in connection with the planning and carrying out of any of the provisions of this agreement shall have any direct personal financial interest in this agreement, and the Contractor shall take appropriate steps to assure compliance.
9. **DISCRIMINATION PROHIBITED.** No person, on account of race, color, religion, national origin, age or familial status shall be excluded from participating in, denied the benefits of, or be subject to discrimination under this agreement.
10. **EXCLUSIVE OBLIGATION.** The County shall not be obligated or liable under this Agreement to any party other than the Contractor.

11. STATUS OF CONTRACTOR. The Contractor, its agents and employees are independent contractors performing professional services for the County and not employees of Union County. The Contractor, its agent and employees shall not accrue leave, retirement, insurance benefits, use of County vehicles, or any other benefits afforded to employees of Union County. Nevertheless, the Contractor agrees to abide by all Federal and State laws applicable to the civil rights of recipients of services and members of the public. In particular, the provider agrees to be bound by the provisions of the Americans with Disabilities Act.

12. INDEMNIFICATION. The Contractor shall indemnify the County against any loss and/or expense, including attorney's fees and costs, the County may incur as a result to any claims, suit or proceeding made or brought against the County based upon any act or actions arising from the scope of services provided herein, regardless of the fact that any such acts or actions may have been approved for payment by the County.

13. TERMINATION. The County may, with or without cause, terminate this Agreement upon ninety (90) days written notice of termination to the Contractor. In such event, all finished or unfinished documents, data, studies, photographs, reports and the rights to any property prepared or produced by the Contractor under this agreement shall, at the option of the County, become its property. The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed through the termination date. Similarly, the Contractor, may, with or without cause, terminate this Agreement on ninety (90) days written notice to the County. The County shall then reimburse the Contractor for any and all expenses incurred, prior to the time of notification, provided those expenses are otherwise proper hereunder.

14. STATE MATCHING FUNDS. The County agrees that all state matching funds which may be generated as a result of this contract are the sole property of the Contractor, provided, however, that such funds shall be used exclusively for advertising. In the event that the Contractor decides not to apply for said matching funds, Contractor will notify the County within sufficient time so that the County make application for said funds. In the event the County makes such application, Contractor waives all rights to said funds.

15. ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the parties hereto. Any prior agreement (whether written or oral), assertion, statement, understanding, or other commitment, shall have no force or effect whatsoever. No changes or amendments to this Agreement shall be effective unless made in a subsequent written agreement signed by the parties.

A T T E S T

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

Mary Lou Harkins, Clerk

Justin Bennett, Chairman

Community Development Corporation, President

PERMIT NO. 433

This permit is granted on this 8th day of February 2022, by the Board of Commissioners of Union County, New Mexico, (County) and E.N.M.R. Telephone Cooperative, (Permittee),

Address: 7111 N. Prince Clovis, NM 88101

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of Fiber Optic telecommunication lines across 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

ENMR Plateau would like to parallel the South ROW of Nile Road to install new Fiber Optic cable in an on-going project to improve the telephone and internet service to our cooperative members. This parallel will be from Section 5 T19N R35E to Section 4 T20N R35E tying into a parallel of Stonehaven Road. (Please see attached aerial map)

This permit is subject to the following provisions:

1. a.) Permittee will dig a trench across the above-described County Road approximately 3' feet deep.
b.) Pipe and/or cable made of 12 Fiber Optic cable.
c.) Pipe and/or cable shall be 1 1/4" inches in diameter and of the type Schedule including the duct that the cable will be placed within.
2. 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.
3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
4. 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.
5. 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.
6. 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.
7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
9. 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.

Witness our hands and seals this 8th day of February 20 22.

SEAL

ATTEST

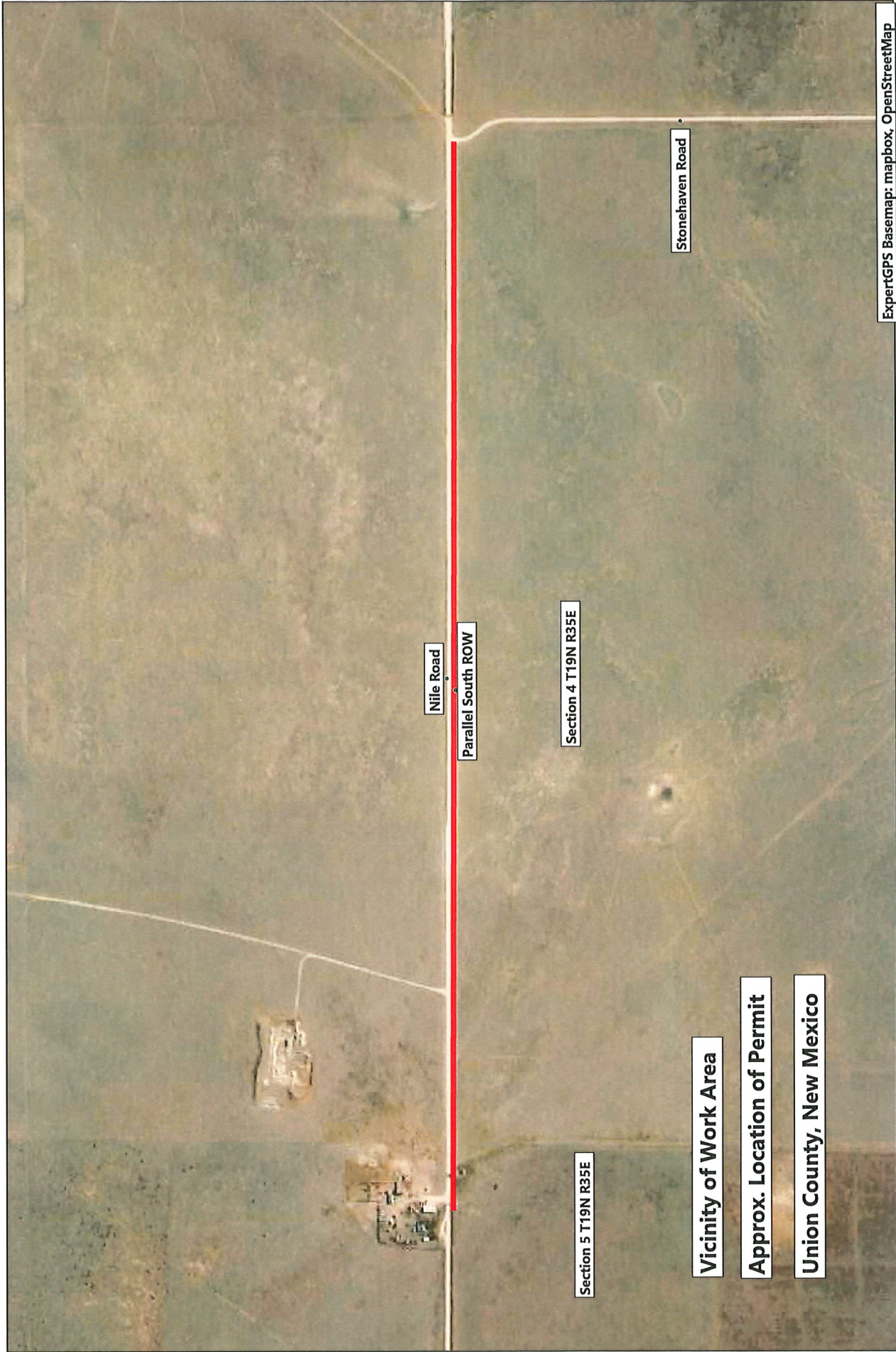
**BOARD OF COMMISSIONERS
COUNTY OF UNION, NEW MEXICO**

CHAIRMAN

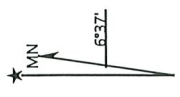
MEMBER

COUNTY CLERK

MEMBER



ExpertGPS Basemap: mapbox, OpenStreetMap



Parallel South ROW of Nile Road



Scale: 1 : 8000.

Nile Road

Parallel South ROW

Stonehaven Road

Section 4 T19N R35E

Section 5 T19N R35E

Vicinity of Work Area

Approx. Location of Permit

Union County, New Mexico

PERMIT NO. 434

This permit is granted on this 8th day of February 2022, by the Board of Commissioners of Union County, New Mexico, (County) and Plateau, (Permittee),

Address: 7111 N. Prince St. Clovis, NM 88102

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of Fiber Optic Distribution Cable Installation

across 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

E1/2NE1/4 of Section 8, Township 26N, Range 34E

This permit is subject to the following provisions: ^{Parallel}

1. a.) Permittee will ~~dig a trench across~~ ^{Parallel} the above-described County Road approximately 3 feet deep.
- b.) Pipe and/or cable made of 48 Fiber Optic Cable
- c.) Pipe and/or cable shall be 1.25 inches in diameter and of the type Schedule Orange Plastic Duct.
2. 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.
3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
4. 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.
5. 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.
6. 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.
7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
9. 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.

Witness our hands and seals this 8th day of February 20 22.

SEAL

ATTEST

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

CHAIRMAN

MEMBER

COUNTY CLERK

MEMBER



EXHIBIT A
PLATEAU FIBER PARALLEL

SECTION 4
TOWNSHIP 26N
RANGE 34E

SECTION 5
TOWNSHIP 26N
RANGE 34E

SECTION 8
TOWNSHIP 26N
RANGE 34E

SECTION 9
TOWNSHIP 26N
RANGE 34E

ROYCE ROAD

ROYCE ROAD

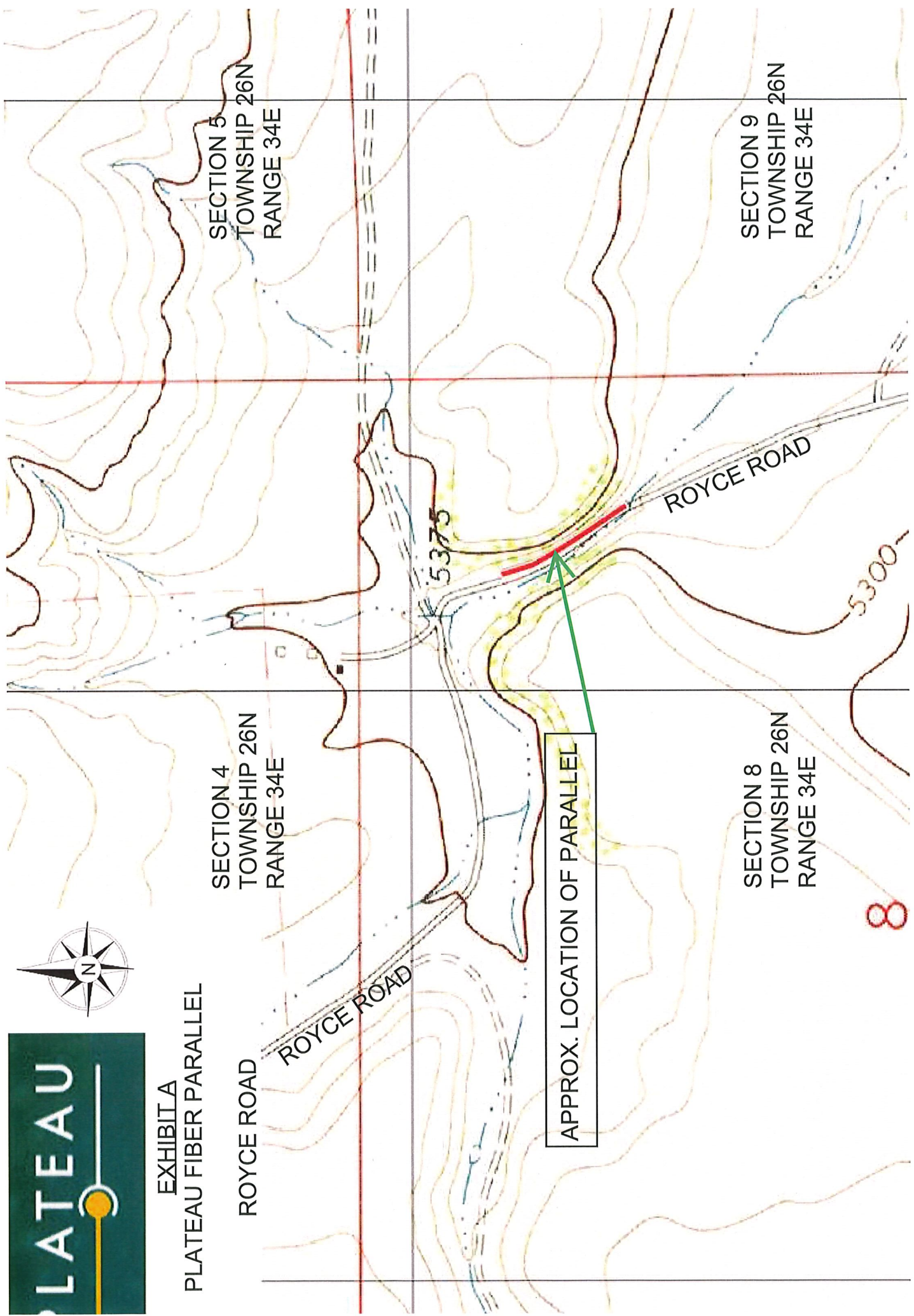
ROYCE ROAD

APPROX. LOCATION OF PARALLEL

5375

5300

8



PERMIT NO. 435

This permit is granted on this 8th day of February, 2022, by the Board of Commissioners of Union County, New Mexico, (County) and E.N.M.R. Telephone Cooperative, (Permittee),

Address: 7111 N. Prince Clovis, NM 88101

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of Fiber Optic telecommunication lines across 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

ENMR Plateau would like to parallel the West ROW of Stonehaven Road to install new Fiber Optic cable in an on-going project to improve the telephone and internet service to our cooperative members. This parallel will be from in Section 4 T20N R35E tying into a parallel of Nile Road. (Please see attached aerial map)

This permit is subject to the following provisions:

1. a.) Permittee will dig a trench across the above-described County Road approximately 3' feet deep.
b.) Pipe and/or cable made of 12 Fiber Optic cable.
c.) Pipe and/or cable shall be 1 1/4" inches in diameter and of the type Schedule including the duct that the cable will be placed within.
2. 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.
3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
4. 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.
5. 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.
6. 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.
7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
9. 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.

Witness our hands and seals this 8th day of February, 20 22.

SEAL

ATTEST

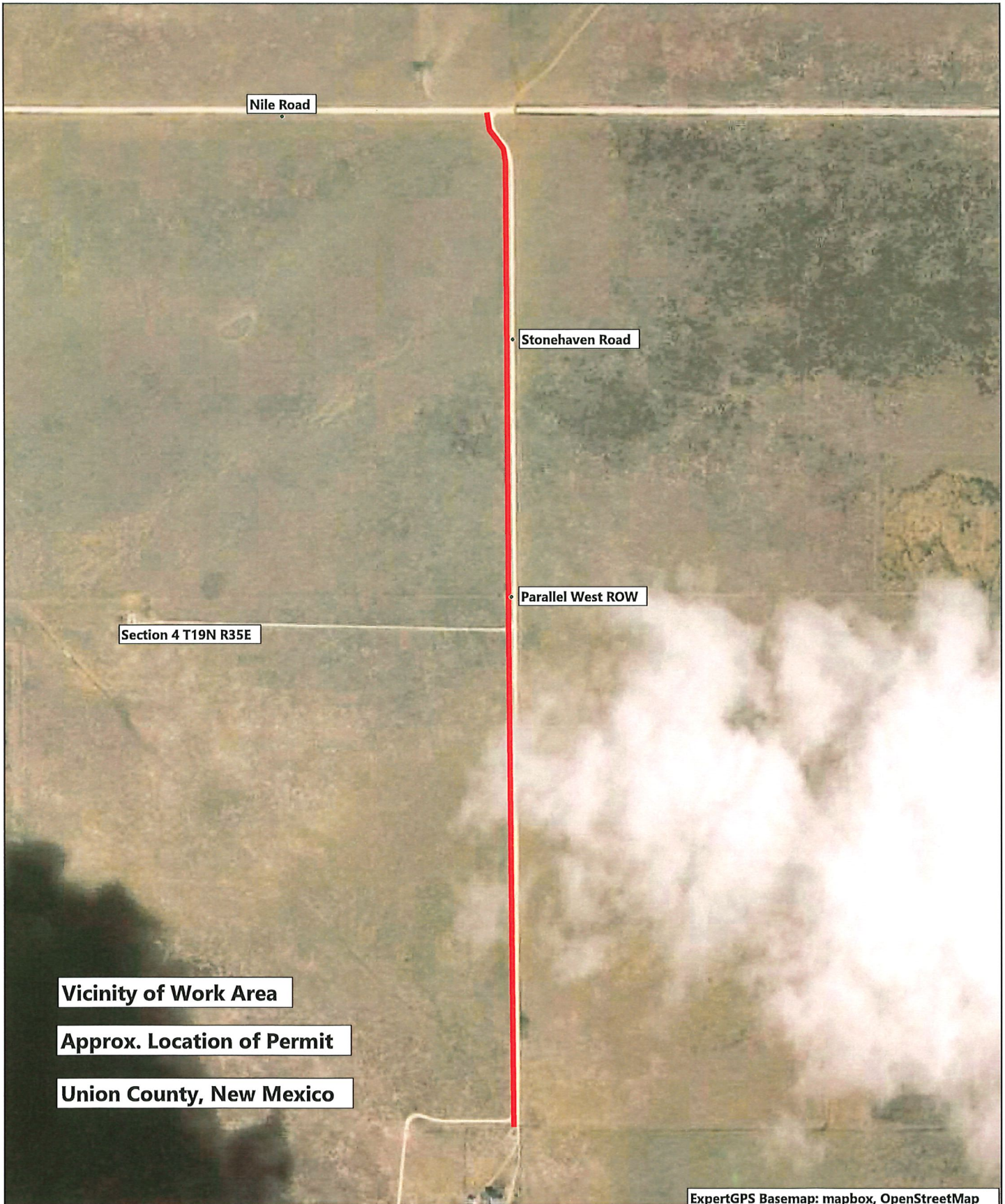
**BOARD OF COMMISSIONERS
COUNTY OF UNION, NEW MEXICO**

CHAIRMAN

MEMBER

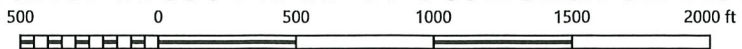
COUNTY CLERK

MEMBER



ExpertGPS

Parallel West ROW of Stonehaven Road



Scale: 1 : 8000.



PERMIT NO. 436

This permit is granted on this 8th day of February, 2022, by the Board of Commissioners of Union County, New Mexico, (County) and PLATEAU, (Permittee),

Address: 7111 N. PRINCE CLOVIS, NM 88102

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of FIBER OPTIC DISTRIBUTION CABLE INSTALLATION

across 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

**SESE CORNER OF SECTION 23, TOWNSHIP 24N, RANGE 36E
NENE CORNER OF SECTION 26, TOWNSHIP 24N, RANGE 36E**

This permit is subject to the following provisions: **HORIZONTAL BORE**

1. a.) Permittee will ~~dig a trench~~ across the above-described County Road approximately 3 feet deep.
b.) Pipe and/or cable made of 12 FIBER OPTIC CABLE
- c.) Pipe and/or cable shall be 1.25 inches in diameter and of the type Schedule ORANGE PLASTIC DUCT
2. 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.
3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
4. 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.
5. 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.
6. 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.
7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
9. 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.

Witness our hands and seals this 8th day of February 20 22.

SEAL

ATTEST

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

CHAIRMAN

MEMBER

COUNTY CLERK

MEMBER



EXHIBIT A
FIBER CROSSING

PLAINVIEW ROAD

SECTION 23
TOWNSHIP 24N
RANGE 36E

4618 PLAINVIEW ROAD

SECTION 26
TOWNSHIP 24N
RANGE 36E

Draw

SECTION 24
TOWNSHIP 24N
RANGE 36E

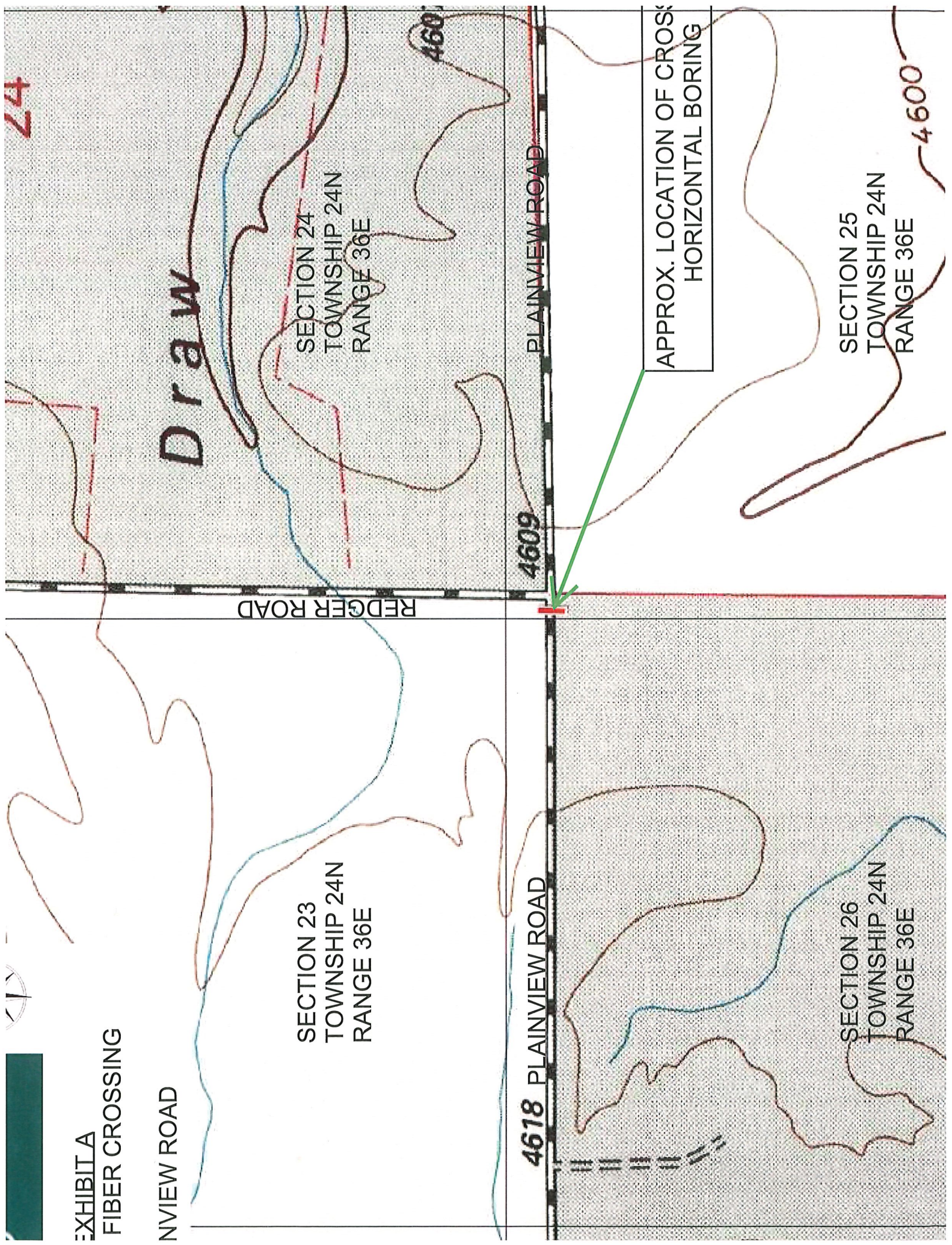
4609 PLAINVIEW ROAD

APPROX. LOCATION OF CROSSING
HORIZONTAL BORING

SECTION 25
TOWNSHIP 24N
RANGE 36E

4600

24



PERMIT NO. 437

This permit is granted on this 8th day of February 20 22, by the Board of Commissioners of Union County, New Mexico, (County) and PLATEAU, (Permittee),

Address: 7111 N. PRINCE CLOVIS, NM 88102

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of FIBER OPTIC DISTRIBUTION CABLE INSTALLATION

across 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

**SWSW CORNER OF SECTION 8, TOWNSHIP 27N, RANGE 36E
NWNW CORNER OF SECTION 17, TOWNSHIP 27N, RANGE 36E**

This permit is subject to the following provisions: **HORIZONTAL BORE**

1. a.) Permittee will ~~dig a trench~~ across the above-described County Road approximately 3 feet deep.
b.) Pipe and/or cable made of 48 FIBER OPTIC CABLE

c.) Pipe and/or cable shall be 1.25 inches in diameter and of the type Schedule ORANGE PLASTIC DUCT

2. 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.
3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
4. 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.
5. 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.
6. 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.
7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
9. 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.

Witness our hands and seals this 8th day of February 20 22.

SEAL

ATTEST

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

CHAIRMAN

MEMBER

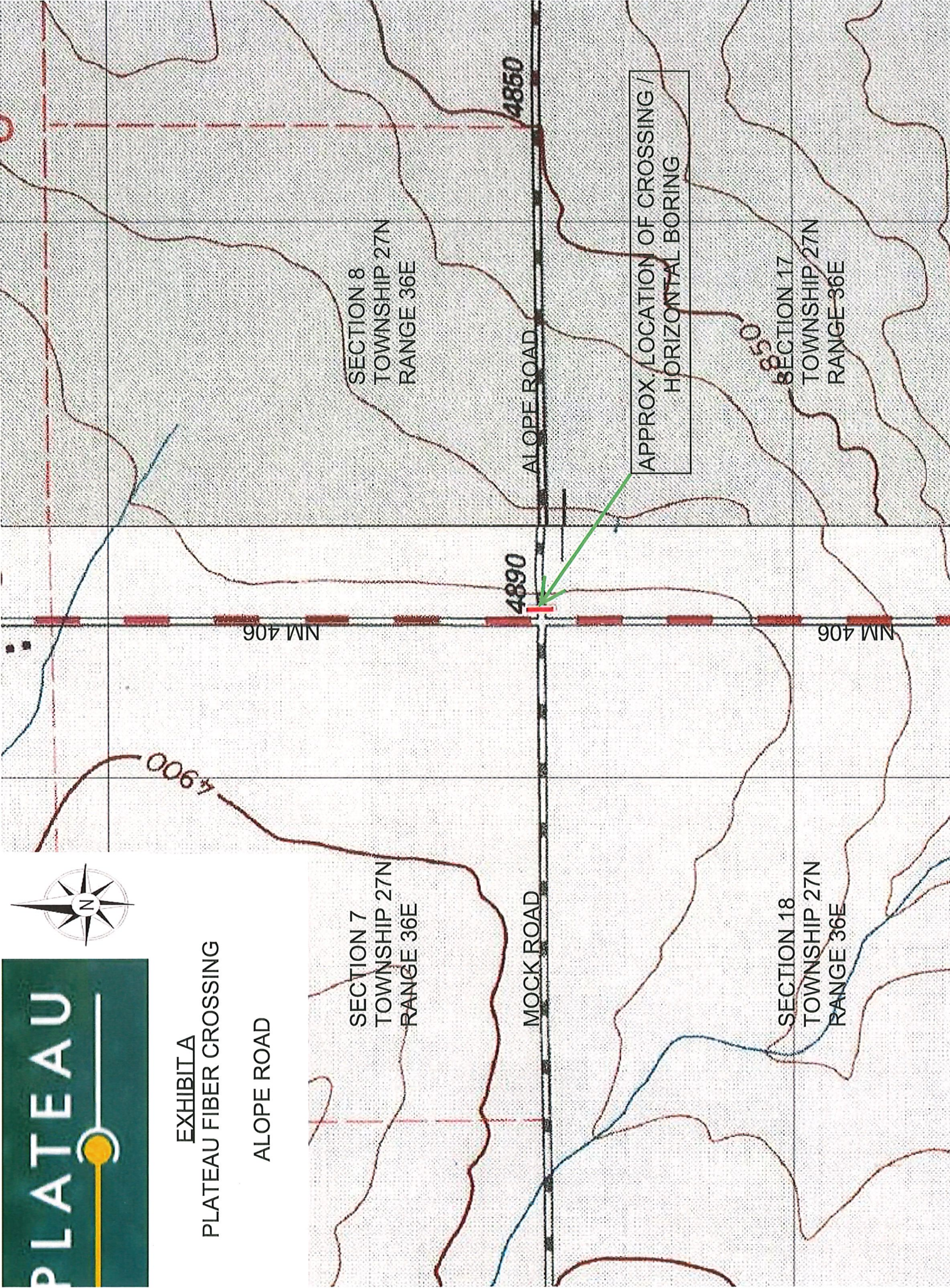
COUNTY CLERK

MEMBER



EXHIBIT A
PLATEAU FIBER CROSSING

ALOPE ROAD



PERMIT NO. 438

This permit is granted on this 8th day of February 20 22, by the Board of Commissioners of Union County, New Mexico, (County) and PLATEAU, (Permittee),

Address: 7111 N. PRINCE, CLOVIS NM 88102

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of FIBER OPTIC DISTRIBUTION CABLE INSTALLATION

across 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

SWSW CORNER OF SECTION 32, TOWNSHIP 28N, RANGE 36E
NWNW CORNER OF SECTION 5, TOWNSHIP 27N, RANGE 36E

This permit is subject to the following provisions: **HORIZONTAL BORE**

- 1. a.) Permittee will ~~dig a trench~~ across the above-described County Road approximately 3 feet deep.
- b.) Pipe and/or cable made of 48 FIBER OPTIC CABLE

c.) Pipe and/or cable shall be 1.25 inches in diameter and of the type Schedule ORANGE PLASTIC DUCT

- 2. 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.
- 3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
- 4. 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.
- 5. 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.
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- 7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
- 8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
- 9. 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.

Witness our hands and seals this 8th day of February 20 22.

SEAL

ATTEST

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

CHAIRMAN

MEMBER

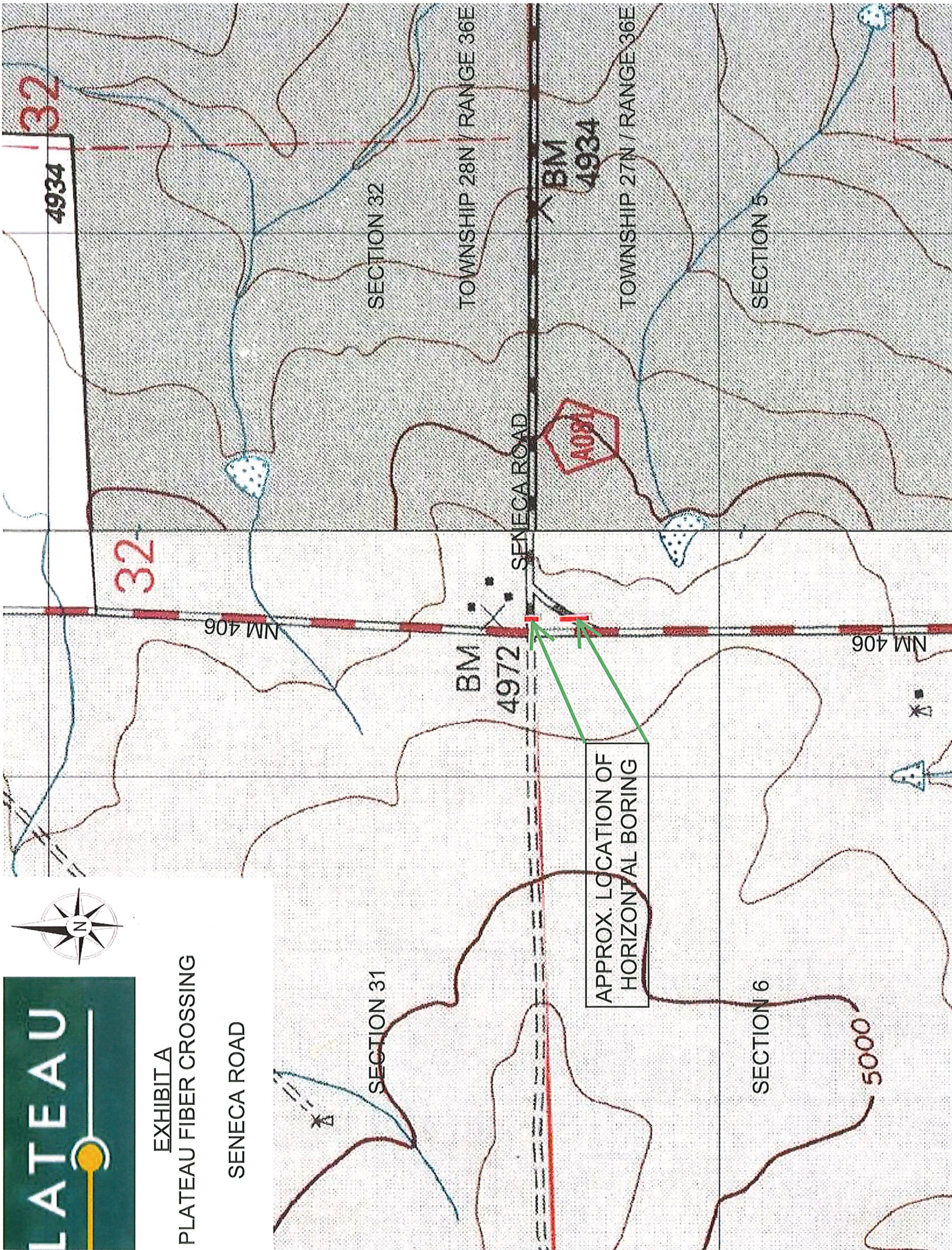
COUNTY CLERK

MEMBER



EXHIBIT A
PLATEAU FIBER CROSSING

SENECA ROAD



OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
S6-2175073	A & I CAR CARE	INV# S6-2175073 BATTERY	402252076	28174	211.57
211.57	TOT\$ PAID				
211.57	BAL				

212022	BACA VALLEY TELEPHONE CO.	FIRE ALARM MONITORING	401032025	27882	31.99
671.66	TOT\$	GRENVILLE FD PHONE/NOC #507	411572025	27882	65.73
671.66	PAID	PANIC BUTTON #1966	401032025	27882	32.43
671.66	BAL	CAPULIN FD PHONE/NET/NOC #122	407412025	27882	104.96
		SHERIFF DEPT SUBSTATION #5184	401082007	27882	68.28
		EM MGR SUBSTATION #5184	401102007	27882	68.29
		EMAIL HOSTING #2159	401032025	27882	14.95
		TOWER LEASE #2159	415682076	27882	285.03

103719	BRADLEY SUPPLY	INV# 103719 DOOR STOPS	401032077	28167	19.56
19.56	TOT\$				
19.56	PAID				
19.56	BAL				

103123	BRADLEY SUPPLY	INV# 103123 SEAL	401032077	28167	7.98
7.98	TOT\$				
7.98	PAID				
7.98	BAL				

103122	BRADLEY SUPPLY	INV# 103122 LUMBER	401032077	28167	21.78
21.78	TOT\$				
21.78	PAID				
21.78	BAL				

15223	BRADLEY SUPPLY	INV# 15223 SAW BLADE	402252076	27869	4.89
4.89	TOT\$				
4.89	PAID				
4.89	BAL				

1262022	BRENT CRUZ	NOVEMBER 2021 INSPECTION	414672003	28184	50.00
50.00	TOT\$				
50.00	PAID				
50.00	BAL				

1262022X2	BRENT CRUZ	DECEMBER 2021 INSPECTION	414672003	28184	50.00
50.00	TOT\$				
50.00	PAID				
50.00	BAL				

31859078	CATERPILLAR FINANCIAL SER. CO.	INV# 31859078 001-1041511-000	402252013	27912	2711.76
15744.40	TOT\$	INV# 31859078 001-1029230-000	402252013	27912	2711.76
15744.40	PAID	INV# 31859078 001-1029228-000	402252013	27912	2711.76
15744.40	BAL	INV# 31859078 001-1027605-000	402252013	27912	2932.09
		INV# 31859078 001-0893106-000	402252013	27912	4677.03

1252022	CDL TIRE AND AUTO	MISC LABOR - EQUIPMENT REMOVAL	401082011	27922	210.00
210.00	TOT\$				
210.00	PAID				
210.00	BAL				

10055A	CDL TIRE AND AUTO	INV# 10055 ENGINE 2016 DODGE RAM	401082012	28171	8842.87

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
8842.87	TOT\$				
8842.87	PAID	1889 S. WEST AVE			
	BAL	CLAYTON NM 88415			
3978.27	TOT\$	CLAYTON CHAMBER OF COMMERCE	401012054	28053	3978.27
	PAID	P.O. BOX 476			
3978.27	BAL	CLAYTON NM 88415			
2042022	TOT\$	LEGISLATIVE CONFERENCE	401012010	28192	650.38
	PAID	LUNCHEON	401012010	28192	668.38
1318.76	TOT\$	41 JENNY LANE			
	PAID	GRENVILLE NM 88424			
10222	TOT\$	CLINT D HARDEN & ASSOCIATES	401012101	27866	1078.75
1078.75	PAID	1348 CR H			
1078.75	BAL	CLOVIS NM 88101			
5051012A	TOT\$	DLT SOLUTIONS, LLC.	401062026	28191	678.15
678.15	PAID	P.O. BOX 743359			
678.15	BAL	ALANTA GA 30374 3359			
94171985	TOT\$	E.S.R.I.	401062026	28172	1500.00
1500.00	PAID	FILE 54630			
1500.00	BAL	LOS ANGELES CA 90074 4630			
22360	TOT\$	GUYMON TIRE AND AUTO	402252043	28086	5314.11
5314.11	PAID	1018 HWY 54 NE			
5314.11	BAL	GUYMON OK 73942			
57439-3-2022	TOT\$	KS STATE BANK	408452130	28180	11699.27
15411.40	PAID	GOVERNMENT FINANCE	408452131	28180	3712.13
15411.40	BAL	P.O. BOX 69 MANHATTAN KS 66505			
12312021	TOT\$	LAW OFFICE OF STEPHEN ROSS	401012101	27955	1965.76
1965.76	PAID	P.O. BOX 4774			
1965.76	BAL	SANTA FE NM 87502 4774			
9309176507	TOT\$	LAWSON PRODUCTS, INC.	402252012	27960	143.94
143.94	PAID	PO BOX 734922			
143.94	BAL	CHICAGO IL 60673 4922			
3030753	TOT\$	MAXFIELD PAPER COMPANY	401032046	27898	135.84
180.21	PAID	BOX 3889	401062009	27898	44.37
180.21	BAL	SAN ANGELO TX 76902			
9220-72596	TOT\$	MC CLURES BIG J PARTS	401032077	28175	7.39
7.39	PAID	P.O. BOX 94			
7.39	BAL	CLAYTON NM 88415			

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
9220-72709	MC CLURES BIG J PARTS	INV# 9220-72709 WIPER BLADES	500812076	28116	55.98
55.98	TOT\$				
	PAID				
55.98	BAL				
	P.O. BOX 94				
	CLAYTON NM 88415				
131295	NAPA AUTO PARTS	INV# 131295 2.5 DEF	402252076	27963	879.20
879.20	TOT\$				
	PAID				
879.20	BAL				
	MAIN STREET AUTO PARTS				
	112 MAIN ST				
	CLAYTON NM 88415				
131510	NAPA AUTO PARTS	INV# 131510 TIRE VALVE	402252076	27963	1.78
1.78	TOT\$				
	PAID				
1.78	BAL				
	NEW MEXICO STATE UNIVERSITY				
	SPONSORED PROJECT ACCOUNTING				
	2ND QTR (OCT-DEC) FY 21/22				
16362.75	TOT\$				
	PAID				
16362.75	BAL				
	MSC SPA, BOX 30002				
	LAS CRUCES NM 88003 8002				
LE001179	NMCLA- LAW ENFORCEMENT POOL	INV# LE001179 2022 CONTRIBUTION	401012074	28189	16828.00
16828.00	TOT\$				
	PAID				
16828.00	BAL				
	444 GALISTEO ST				
	SANTA FE NM 87501				
217433908001	OFFICE DEPOT	INV# 217433908001 USB FLASH DRIV	426752009	28158	13.99
13.99	TOT\$				
	PAID				
13.99	BAL				
	P.O. BOX 660113				
	DALLAS TX 75266 0113				
217431367001	OFFICE DEPOT	INV# 217431367001 ENVELOPES	401022009	28158	42.89
42.89	TOT\$				
	PAID				
42.89	BAL				
	P.O. BOX 660113				
	DALLAS TX 75266 0113				
52851361	PINNACLE PROPANE, LLC	INV# 52851361 PROPANE	410532025	27951	165.00
165.00	TOT\$				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
165.00	BAL				
	PINNACLE PROPANE, LLC				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
52851379	PINNACLE PROPANE, LLC	INV# 52851379 PROPANE	409492025	27951	165.00
165.00	TOT\$				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
165.00	BAL				
	PINNACLE PROPANE, LLC				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
52851378	PINNACLE PROPANE, LLC	INV# 52851378 PROPANE	409492025	27951	231.00
231.00	TOT\$				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
231.00	BAL				
	PINNACLE PROPANE, LLC				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
52851436	PINNACLE PROPANE, LLC	INV# 52851436 PROPANE	410532025	27951	207.90
207.90	TOT\$				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
207.90	BAL				
	PINNACLE PROPANE, LLC				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
52851522	PINNACLE PROPANE, LLC	INV# 52851522 PROPANE	407412025	27951	247.50
247.50	TOT\$				
	ATTN: ACCOUNTS PAYABLE				
	600 E. LAS COLINAS BLVD				
	IRVING TX 75039				
247.50	BAL				

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
247.50	BAL IRVING TX 75039				
52851523	PINNACLE PROPANE, LLC	INV# 52851523 PROPANE	407412025	27951	577.50
577.50	TOT\$ ATTN: ACCOUNTS PAYABLE				
	PAID 600 E. LAS COLINAS BLVD				
577.50	BAL IRVING TX 75039				
52851672	PINNACLE PROPANE, LLC	INV# 52851672 PROPANE	411572025	27951	660.00
660.00	TOT\$ ATTN: ACCOUNTS PAYABLE				
	PAID 600 E. LAS COLINAS BLVD				
660.00	BAL IRVING TX 75039				
52851708	PINNACLE PROPANE, LLC	INV# 52851708 PROPANE	408452025	27951	165.00
165.00	TOT\$ ATTN: ACCOUNTS PAYABLE				
	PAID 600 E. LAS COLINAS BLVD				
165.00	BAL IRVING TX 75039				
52851761	PINNACLE PROPANE, LLC	INV# 52851761 PROPANE	408452025	27951	231.00
231.00	TOT\$ ATTN: ACCOUNTS PAYABLE				
	PAID 600 E. LAS COLINAS BLVD				
231.00	BAL IRVING TX 75039				
52851748	PINNACLE PROPANE, LLC	INV# 52851748 PROPANE	410532025	27951	165.00
165.00	TOT\$ ATTN: ACCOUNTS PAYABLE				
	PAID 600 E. LAS COLINAS BLVD				
165.00	BAL IRVING TX 75039				
21996177	QUILL CORPORATION	INV# 21996177 INK COMBO 4 PACK	410532076	28157	186.86
186.86	TOT\$ PAID				
	P.O. BOX 37600				
	PHILADELPHIA PA 19101 0600				
186.86	BAL				
C187637	R.W. ISAACS HARDWARE	INV# C187637 JOINT COMPOUND	401032077	28156	15.58
15.58	TOT\$ PAID				
	DRAWER J				
	CLAYTON NM 88415				
15.58	BAL				
C187675	R.W. ISAACS HARDWARE	INV# C187675 KICK DOWN DOOR STOP	401032077	28156	19.58
19.58	TOT\$ PAID				
	DRAWER J				
	CLAYTON NM 88415				
19.58	BAL				
C188089	R.W. ISAACS HARDWARE	INV# C188089 WHISK BROOM	402252076	28156	6.29
6.29	TOT\$ PAID				
	DRAWER J				
	CLAYTON NM 88415				
6.29	BAL				
C188595	R.W. ISAACS HARDWARE	INV# C188595 THREADLOCKER	401032077	28156	7.99
7.99	TOT\$ PAID				
	DRAWER J				
	CLAYTON NM 88415				
7.99	BAL				
C188335	R.W. ISAACS HARDWARE	INV# C188335 PAINT	401032012	28133	43.99
43.99	TOT\$ PAID				
	DRAWER J				
	CLAYTON NM 88415				
43.99	BAL				
C188545	R.W. ISAACS HARDWARE	INV# C188545 BRUSH/COVER/FRAME	401032012	28133	18.27

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
18.27	TOT\$				
18.27	PAID	DRAWER J			
	BAL	CLAYTON NM 88415			
9.00	TOT\$			28012	9.00
9.00	PAID	RANCH MARKET	INV# 6651 ROLLS/MUFFINS		
	BAL	300 S. FIRST STREET	410532010		
9.00	TOT\$	CLAYTON NM 88415			
38.98	PAID	RANCH MARKET	INV# 6459 ROLLS/MUFFINS/WATER	28012	38.98
38.98	TOT\$	300 S. FIRST STREET	410532010		
	BAL	CLAYTON NM 88415			
77.48	TOT\$	RAY'S FIELD SERVICE, INC.	INV# 12378 DOT ANNUAL INSPECTION 412612076	28177	77.48
77.48	PAID	204 COAL STREET	1997 RESCUE RIG		
	BAL	RATON NM 87740			
189.03	TOT\$	RICOH USA, INC	INV# 36008039 CLERKS LEASE	28018	189.03
189.03	PAID	P.O. BOX 660342			
	BAL	DALLAS TX 75266	401042013		
9029474830	TOT\$	RICOH USA, INC	401082013		166.97
479.16	PAID	SHERIFFS LEASE		28018	26.91
	BAL	TREASURER LEASE	401072013		135.96
	TOT\$	P.O. BOX 660342	499792013		149.32
	PAID	DALLAS TX 75266	401022013	28018	
	BAL	MANAGER LEASE			
2639	TOT\$	ROADRUNNER CHIP REPAIR	INV# 2639 CHIP REPAIR 2021 FORD 401082011	28176	45.00
45.00	PAID	315 W. BROADWAY			
	BAL	CLAYTON NM 88415			
2678.13	TOT\$	S RESOURCE, INCORPORATED	INV# 102-22 SALARY STUDY	27977	2678.13
2678.13	PAID	7 AVE VISTA GRANDE, #B-148	401012101		
	BAL	SANTA FE NM 87508			
2747.56	TOT\$	SECRETARY OF STATE	RETURN UNUSED FUNDS FROM	28179	2747.56
2747.56	PAID	325 DON GASPAR, STE. 300	ELECTIONS MOU		
	BAL	SANTA FE NM 87503	401052019		
974.10	TOT\$	SENTINEL OFFENDER SERVICES	INV# 103697 GPS ANKLE MONITORING 424772307	27937	974.10
974.10	PAID	190 NORTH HANCOCK ST., STE 103	12/1/2021 - 12/31/2021		
	BAL	ANAHEIM CA 92807			
105.60	TOT\$	SIX-M TIRE AND SERVICE	INV# 4057 OIL CHANGE RAM 2020 401082011	27883	105.60
105.60	PAID	1 LINCOLN ST			
	BAL	CLAYTON NM 88415			
74.92	TOT\$	SIX-M TIRE AND SERVICE	INV# 4090 OIL CHANGE DODGE RAM 401082011	27883	74.92
74.92	PAID	1 LINCOLN ST			

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
74.92	BAL CLAYTON NM 88415				
I0001130	SOUTHWESTERN ELECTRIC	INV# I0001130 220 VOLT CORD CAP	402252076	27926	21.36
21.36	TOT\$ PAID				
21.36	BAL CLAYTON NM 88415				
10611	SWAGERTY TRADING CO.	INV# 10611 BLK NIPPLE	401032023	27888	22.70
22.70	TOT\$ PAID				
22.70	BAL CLAYTON NM 88415				
10605	SWAGERTY TRADING CO.	INV# 10605 (5) 1/4X3 FLAT PER FT	402252012	27888	16.16
16.16	TOT\$ PAID				
16.16	BAL CLAYTON NM 88415				
11122	TOWN OF CLAYTON	INV# 11122 BULK WATER 276,500GAL	402252076	27862	1608.40
1608.40	TOT\$ PAID				
1608.40	BAL CLAYTON NM 88415				
1272022	TOWN OF CLAYTON	ANNEX	401032025	27908	82.41
894.10	TOT\$ PAID	ADMIN BLDG	401032025	27908	115.88
894.10	BAL CLAYTON NM 88415	COURTHOUSE	401032025	27908	448.03
		OLD REFD	401032025	27908	48.40
		ROAD DEPT	402252025	27908	83.94
		SHERIFFS DEPT	605932025	27908	115.44
85364	TRI-STATE RECYCLING LLC	INV# 85364 BI-WEEKLY DUMP SERVIC	410532076	27969	57.82
57.82	TOT\$ PAID				
57.82	BAL P.O. BOX 235	TEXLINE TX 79087			
85043	TRI-STATE RECYCLING LLC	INV# 85043 BI-WEEKLY DUMP SERVIC	411572076	27969	280.50
280.50	TOT\$ PAID				
280.50	BAL P.O. BOX 235	TEXLINE TX 79087			
56:28.0	TRIADIC	INV# 56:28.0 NETWORKING	401022013	27886	1245.70
3883.56	TOT\$ PAID	INV# 56:28.0 NETWORKING	401062013	27886	1318.93
3883.56	BAL DEMING NM 88031 0471	INV# 56:28.0 NETWORKING	401072013	27886	1318.93
8332171870A	UNIFIRST	INV# 8332171870 RUG SERVICE	401032046	28041	62.16
62.16	TOT\$ PAID				
62.16	BAL PO BOX 600	WILMINGTON MA 01887			
8332175388	UNIFIRST	INV# 8332175388 RUG SERVICE	401032046	28041	61.80
61.80	TOT\$ PAID				
61.80	BAL PO BOX 600	WILMINGTON MA 01887			
43899	UNION COUNTY LEADER	INV# 43899 RECOUNT RESULTS AD	401052008	27964	68.12
68.12	TOT\$ PAID				
		P.O. BOX 486			

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
68.12	BAL CLAYTON NM 88415				
43865	UNION COUNTY LEADER	INV# 43865 RECOUNT AD	401052008	27964	68.12
68.12	TOT\$				
	PAID P.O. BOX 486				
68.12	BAL CLAYTON NM 88415				
P10C0824724	WAGNER EQUIPMENT CO.	INV# P10C0824724 ELEMENTS	402252076	27992	256.27
256.27	TOT\$				
	PAID P.O. BOX 919000				
256.27	BAL DENVER CO 80291 9000				
2042022	WALTER HALL	LEGISLATIVE CONFERENCE	401012010	28193	490.38
740.76	TOT\$	LUNCHEON	401012010	28193	250.38
	PAID 233 BOISE CITY HWY				
740.76	BAL CLAYTON NM 88415				
PS060101391	WARREN CAT	INV# PS060101391 LAMP GP-HEAD	402252012	27936	266.48
266.48	TOT\$				
	PAID PO BOX 842116				
266.48	BAL DALLAS TX 75284 2116				
2245	WINGO AUTO REPAIR	INV# 2245 REPLACE BATTERY	412612012	28010	220.36
220.36	TOT\$				
	PAID P.O. BOX 112				
220.36	BAL DES MOINES NM 88418				
2256	WINGO AUTO REPAIR	INV# 2256 REPLACE PUMP GAUGES	411572012	28010	331.25
331.25	TOT\$				
	PAID P.O. BOX 112				
331.25	BAL DES MOINES NM 88418				
2247	WINGO TIRE	INV# 2247 FLAT REPAIR	402252012	28048	14.00
14.00	TOT\$				
	PAID P.O. BOX 112				
14.00	BAL DES MOINES NM 88418				
2260	WINGO TIRE	INV# 2260 MOUNT RIM	402252012	28048	75.00
75.00	TOT\$				
	PAID P.O. BOX 112				
75.00	BAL DES MOINES NM 88418				

TOTAL INVOICING 111077.38