

BOARD OF UNION COUNTY COMMISSIONERS
REGULAR MEETING
AGENDA
October 14, 2025

9:00 a.m.

- 1. Adjourn meeting of September 9, 2025**
- 2. Call to order**
- 3. Pledge of Allegiance**
- 4. Approval of agenda and minutes**
- 5. Hospital Report**
- 6. Discussion, Consideration, and Possible Action Items**

10:00 a.m. – Citizens' Forum

- i. Waiver of 1 year waiting period for Nick Diller on Clayton Health Systems Board**
- ii. Ratify County Manager signing Purchase Agreement for 417 N. First St. on behalf of Union County General Hospital**
- iii. Ratify County Manager signing 7th Amended and Restated Hospital Operating Agreement**
- iv. Authority for County Manager to sign Closing Documents for Purchase of 417 N. First St.**
- v. Resolution 2026-15 BAR DWI**
- vi. Resolution 2026-16 Participation TPF LP40086**
- vii. Resolution 2026-17 Extension of NMDOT LGRF Project L400667**
- viii. Resolution 2026-18 NMDOT Capital Outlay Agreement C4253202**
- ix. Resolution-2026-19 Support of NMC Priorities**
- x. Subdivision Exemption Edward Walker Estate**
- xi. Subdivision Exemption Effie Walker**
- xii. Authority for Sheriff to sign NMDOT Right-of-way Agreements**
- xiii. Next Steps Radio Assessment**
- xiv. Hiring of New County Manager**
- xv. Approval of Bills**
- xvi. Inventory Items Disposition – Road Department International Water Truck**
- xvii. Healthcare Assistance - Approval of Claims**
- xviii. County Travel Requests**

7. Reports

- County Manager Report**
 - a. Admin. Building Generator**
- Road Superintendent**
- Emergency Service Coordinator Report**
- Elected Officials Reports**
- Additional Reports**

Adjourn

As of 10/9/2025

Next Meeting – November 10, 2025 @ 9:00

PURCHASE AGREEMENT

This Purchase Agreement is between Larry R. Fabian and Caryn N. Fabian, husband and wife, whose address is 18660 Vista de Almaden, San Jose, CA 95120 (Seller”), and Union County, whose address is 200 Court Street, Clayton, NM 88415 (“Buyer”), as of the date the Title Company acknowledges receipt of counterpart original of this Agreement executed by both Buyer and Seller (the “Effective Date”), which date will be set forth on a copy of the Joinder of Title Company which follows the signatures of Seller and Buyer below.

IT IS HEREBY AGREED:

1. **Sale and Purchase:** Seller shall sell to Buyer and Buyer shall purchase from Seller, at the price and upon the terms and conditions stated below, real property located in Clayton, Union County, New Mexico, commonly known as 417 North First Street, Clayton, NM 88415, and described in Exhibit A (the “Property”), free and clear of all liens, encumbrances, taxes and assessments. The Property includes all fixtures and permanent improvements located at the Property, including all mechanical systems, electrical systems, plumbing systems, heating, ventilating and air conditioning systems and equipment, sprinkler systems, security systems, fire detection systems, telephone distribution systems (lines, jacks and connections only), floor coverings, window coverings, elevators, signs, paving and landscaping. The Property includes all of Seller’s interest in existing leases, subleases, licenses, lease guaranties, easements, rights-of-way, streets, alleys, access rights, water rights, air rights, development rights, zoning rights and variances and all other estates, rights, titles, interests, servitudes, tenements and appurtenances of any nature whatsoever, in any way now or hereafter belonging to, relating to or pertaining to the Property.

2. **Purchase Price:** The purchase price for the Property is Two Hundred Eighty Thousand Dollars (\$280,000.00), payable in readily available funds on the Closing Date. This transaction is a bargain sale where it is believed that the Seller is selling the Property to the Buyer for less than the Property’s fair market value (the difference between the Purchase Price and the Property’s fair market value, the “Charitable Contribution”). The Charitable Contribution will be a charitable donation from the Seller to the Buyer. The Seller may obtain and pay for an appraisal report to determine the charitable Contribution and take the other steps under the Internal Revenue Code to claim the benefit of any tax deduction the charitable Contribution may generate for the Seller. Seller acknowledges and agrees that the substantiation of the charitable contribution deduction will rest exclusively with Seller and that Buyer is making no representation or warranty that this transaction will qualify as a bargain sale. Seller and Buyer agree to split equally the cost of the appraisal report. Buyer shall, without assumption of risk or additional cost to Buyer, assist Seller in the substantiation of the charitable contribution deduction, and when requested to do so Buyer shall execute the Donee Acknowledgement section (Part IV) of Internal Revenue Service Form 8283, wherein Buyer acknowledges that it is a qualified organization under Section 170(c) of the Internal Revenue Code and that it received the donated portion of the Property. The obligations of this paragraph 2 shall survive the Closing.

3. **Condition of Title; Title Policy:**

(a) Title Commitment. Within fourteen (14) days of the date of this Agreement, Seller shall furnish Buyer an owner's Title Policy Commitment (the "Title Commitment") issued by the

North East Title and Escrow Services, together with true copies of all instruments referred to therein ("Title Documents").

(b) Objections. Buyer shall have until the expiration of the 14 day period following receipt of the Title Commitment (the "Title Review Period") to review the Title Commitment and Title Documents to disapprove any item set forth in the Title Commitment and Title Documents. If Buyer disapproves any item set forth in the Title Documents, it shall so notify Seller and the Title Company ("Title Company") in writing before the expiration of the Title Review Period. If Buyer determines that such item is reasonably capable of being cured or corrected to its satisfaction, it may request in its disapproval that such item be corrected or cured. In such case, the Seller shall, within 10 days of the giving of such notice, notify Buyer and the Title Company in writing as to the steps that shall be taken to correct or cure any such item and the time within which such steps shall be taken. Seller shall correct any disapproved item that can be corrected solely by the payment of money. Such corrections shall be made at Closing, out of the Purchase Price paid by Buyer. If, Seller gives notice that it proposes to correct or cure any disapproved item or items and such disapproved item or items have not been corrected or cured within the time set forth therein, Buyer may, at any time, give written notice of termination of this Agreement to Seller whereupon this Agreement will terminate.

(c) No Correction. If Buyer disapproves any items set forth in the Title Commitment and Buyer determines that such items are not reasonably capable of being cured or corrected to its satisfaction, sets forth such determination in the notice of disapproval and gives notice of termination of this Agreement, then this Agreement shall terminate immediately upon the giving of such notice to Seller and the Title Company and the parties shall have no further obligations under this Agreement.

(d) Permitted Exceptions. Title exceptions shown in the Title Commitment and not rejected to by Buyer shall be the "Permitted Exceptions".

(e) Title Insurance. On the Closing Date or as soon thereafter as is practicable, Buyer, at Buyer's sole cost, may obtain an owner's title insurance policy, insuring title in Buyer's name in the amount of the Purchase Price.

4. **Conveyance of Title; Condition of Title:** Conveyance of the title to the Property from Seller to Buyer shall be by Warranty Deed, free and clear of all liens and encumbrances, but which shall be subject to the Permitted Exceptions and taxes for the current and subsequent years.

5. **Closing:** The closing date for the purchase of the Property (the "Closing Date") shall be on or before the expiration of the 14-day period after the expiration of the Inspection Period, or such other date as the parties mutually agree upon at the offices of the Title Company. Immediate possession of the Lots, and the right to enter thereon, shall be delivered to Buyer on the Closing Date.

6. **Leases:** Seller represents that there are no leases, rental agreements, or other agreements permitting use or occupancy of the Property. Seller must not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond closing without first obtaining Buyer's consent, which will not be unreasonably withheld.

7. **Inspection:** Seller shall permit Buyer to conduct inspections of the Property as Buyer deems necessary. Buyer will have an adequate opportunity under this Purchase Agreement to make such legal, factual and other inquiries and investigations as Buyer deems necessary, desirable or appropriate with respect to all aspects of the Property, including without limitation physical aspects and condition of the Property, matters of title, the presence of hazardous wastes and substances, value, and use.

(a) Inspection Period. Buyer may conduct inspections of the Property at Buyer's expense within 30 days after the Effective Date ("Inspection Period"). Buyer shall be responsible for all costs, expenses, liabilities and damages incurred by Seller as a result of Buyer's entry onto the Property prior to closing. Buyer shall return the Property to the condition it was in prior to any entry, test and/or inspection by Buyer. All inspections and tests conducted by Buyer regarding the Property will be promptly paid for by Buyer.

(b) Objection Process. If Buyer objects to any conditions discovered, Buyer must deliver written notice to Seller within the Inspection Period specifying the conditions and proposed resolution. Seller has 15 days to respond by: (a) agreeing to cure at Seller's expense, (b) offering alternative resolution, or (c) declining to address the objections.

(c) Resolution. If Seller agrees to cure or parties reach alternative agreement, the contract continues. If Seller declines or parties cannot agree, Buyer may either accept the Property as-is or terminate this Agreement.

(d) Property Condition. Except for conditions Seller agrees to cure under Section 7.2, the Property is conveyed "AS IS" in its present condition, with all faults and without warranties except as expressly stated in this Agreement. Buyer acknowledges conducting adequate inspections and not relying on Seller information except as expressly stated herein.

(e) Default. If Buyer fails to deliver objection notices within the Inspection Period, Buyer accepts the Property in its current condition.

8. **Seller Warranties.** Seller represents and warrants the following:

(a) That Seller has the authority to enter into this Agreement and to perform the obligations to be performed by Seller hereunder and this Agreement is valid and binding upon Seller in accordance with its terms.

(b) that Seller has good and marketable title to the Property, free and clear of all liens, mortgages, pledges, conditional sale agreements, encumbrances and charges whatsoever, subject only to normal reservations, restrictions and easements of record existing as of the date hereof.

Buyer acknowledges and agrees that except for the specific warranties and representations set forth in this paragraph 8, Seller has not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property.

9. **Buyer Warranties:** Buyer represents and warrants that it is a governmental entity and political subdivision of the State of New Mexico, existing under the laws of the State of New Mexico, that it has all the requisite power and authority to execute this Purchase Agreement through the signature(s) below, and to perform its obligations hereunder.

10. **Appraisal:** Seller and Buyer agree to equally split the expense of an appraisal report for the Property. If the appraised value of the Property is less than the Purchase Price, Buyer or Seller will notify the other party by providing a copy of the appraisal report and Buyer will request that the purchase price be adjusted to the appraised value. Seller may either agree to the adjusted Purchase Price or terminate this Purchase Agreement upon written notice to Buyer.

11. **Seller's Default:** If, after written demand, Seller fails to consummate this Purchase Agreement in accordance with its terms, Buyer may, as Buyer's sole and exclusive remedy, either: (a) pursue an action for specific performance against Seller, seeking the sale of the Property in the full amount of the purchase price above, or (b) terminate this Agreement by written notice to Seller and the title company.

12. **Buyer's Default:** If, after written demand, Buyer fails to consummate this Agreement in accordance with its terms, Seller may, as Seller's sole and exclusive remedy, pursue an action for specific performance, seeking the sale of the Property in the full amount of the purchase price above (notwithstanding any adjustments to appraised value). Under no circumstances may Seller seek or be entitled to recover any special, consequential, punitive, speculative or indirect damages, all of which Seller specifically waives, from Buyer for any breach.

13. **Risk of Loss:** Seller will be responsible for the risk of loss for any and all damage to the improvements located on or within the Property prior to Closing.

14. **No Salvage:** Seller must not salvage or remove any fixtures, improvements or vegetation located on the Property without prior written approval of Buyer. Any personal property located on or within the Property must be removed prior to closing.

15. **Broker's Commission:** Seller has the sole obligation to pay all brokerage or finders fees to any real estate licensees employed by Seller per the terms of separate written agreements.

16. **Survival of Representations and Warranties:** All representations and warranties contained in this Purchase Agreement will survive the Closing for a period of one year.

17. **Time is of the Essence:** Seller and Buyer acknowledge that that time is of the essence in the performance of this Purchase Agreement. Any reference to "days" means business days, i.e. excluding Saturdays, Sundays and holidays recognized by the Buyer.

18. **Dispute Resolution:** In the event of any breach, disagreement or dispute between the parties arising out of or related to this Agreement, prior to filing any lawsuit against the other, the parties agree to participate in mediation in Union County, utilizing the services of a licensed professional mediator. The mediator will be jointly determined by the parties or, if the parties are unable to agree, by a judge of the Eighth Judicial District Court. Mediation must be held within 30 days of a demand by either party, and the parties agree to jointly share the cost of the mediation. Any litigation arising here from or relating hereto will be litigated in the state district court of Union

County, New Mexico and the prevailing party shall be entitled to recover litigation costs including attorney's fees and expert witness fees.

19. **Notices.** Any notices required to be given hereunder shall be given in writing and shall be served either personally or delivered by mail, postage prepaid and addressed to the parties at their regular address, set forth above. All notices shall be effective upon receipt by the addressee and shall be deemed received at the earlier of actual receipt or three (3) business days following mailing.

20. **Exhibits:** Any exhibits attached to this Purchase Agreement and the recitals above are incorporated by reference.

21. **Entire Agreement:** This Purchase Agreement contains the entire agreement between Seller and Buyer regarding the Buyer's purchase of the Property. All understandings, conversations and communications, oral or written, between Seller and Buyer, or on behalf of either of them, are merged into and superseded by this Purchase Agreement. No modification or amendment to this Purchase Agreement will be valid unless in writing it is signed by the Seller and Buyer and identifies itself on its face as a modification or amendment to this agreement.

22. **Binding Effect:** This Purchase Agreement and its rights, privileges, duties and obligations will bind the parties, together with their successors and assigns. In the event Seller sells or attempts to sell an interest in any portion of the property of which the Property is a part, Seller agrees to provide this Purchase Agreement to the buyer or prospective buyer, who will take the property interest subject to this Purchase Agreement.

IN WITNESS WHEREOF, the parties hereto have signed this instrument the day and year set forth above.

SELLER:

Larry R. Fabian

Caryn N. Fabian

BUYER:

Union County

By: B. Thompson
Name: Braun Thompson
Title: County Manager

JOINDER OF TITLE COMPANY

Title Company executes this Agreement for the sole purpose of agreeing to serve as escrow agent with respect to closing in accordance with this Agreement. The undersigned representative of the Title Company hereby agrees to promptly acknowledge receipt of a counterpart original (or multiple original counterparts) of this Agreement executed by both Buyer and Seller, by promptly transmitting by facsimile a copy of this page, signed and dated as of the date of acknowledgment, to all parties, for the purpose of promptly notifying all parties of the Effective Date as described in the Agreement.

North East Title

By: _____
Its: _____

Date: September ____, 2025
(the Effective Date)

EXHIBIT A

LEGAL DESCRIPTION

Lots 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22 and 24 in Block 1155 of the Original Town of Clayton, Union County, New Mexico

SEVENTH AMENDMENT TO THE HOSPITAL OPERATING AGREEMENT

THIS SEVENTH AMENDMENT TO THE HOSPITAL OPERATING AGREEMENT (“the Amendment”) is made and entered into as of the 1st day of October, 2025, by and between the Board of County Commissioners of Union County, a political subdivision of the State of New Mexico (“the Board”) and Clayton Health System, Inc. (“CHS”), a nonprofit corporation, to provide for acquisition by the Board of real property in Clayton, New Mexico, and to provide that CHS will advance to the Board the purchase price of the property and all acquisition expenses of that property.

WHEREAS, the Board owns the real property, certain personal property, the names and goodwill used to operate a general hospital and a home health service, collectively referred to as “Union General Hospital” in Clayton, New Mexico;

WHEREAS, CHS is a nonprofit corporation existing under 501(C)(3) of the Internal Revenue Code and operates the Union General Hospital under a series of Hospital Operating Agreements with Union County;

WHEREAS, the Board of County Commissioners intends to purchase a building in Clayton at 417 North First Street to add to the Union General Hospital under the terms and conditions described below and in the Fifth and Sixth Amended and Restated Hospital Operating Agreements; and

WHEREAS, the County and CHS agree to the transaction described and desire to complete the transaction described under the terms and conditions described herein.

NOW THEREFORE, the parties agree as follows:

1. The Board of County Commissioners shall acquire the property located at 417 North First Street, Clayton New Mexico from a third party.
2. The property is currently under contract for sale to CHS. *See* purchase agreement attached as Exhibit A. The purchase agreement shall be assigned to the Board of County Commissioners, and the Board of County Commissioners shall come into possession of the property at closing as set forth in the purchase agreement.
3. CHS shall advance the purchase price of the property and shall advance all costs associated with the transfer of the property from the third-party to Union County on or before the date set for closing.
4. Once acquired by the Board of County Commissioners, the property will be considered a “facility” as defined in Sec. 1.2 of the Fifth Amended and Restated Hospital Agreement and Sec. 2.2 of Fifth Amended and Restated Hospital Agreement. The Board of County Commissioners shall use the property for hospital purposes as a part of Union County General Hospital. So long as Union County General Hospital exists, the property shall be used for hospital purposes.

5. This Seventh Amendment shall become effective when fully executed by CHS and the Board.

6. This Seventh Amendment may be amended only by a written instrument executed by the parties hereto.

7. The parties agree that in the event of a dispute concerning the transaction or this agreement, they will use their best efforts to resolve the dispute informally through enhanced communication or a form of non-binding alternative dispute resolution acceptable to both parties.

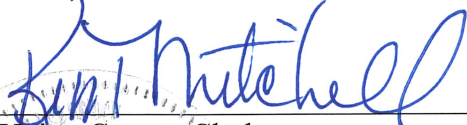
8. All provisions of the Fifth and Sixth Amended and Restated Hospital Operating Agreements not modified by this amendment shall remain in full force and effect.

THE BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, NEW MEXICO

By: 
County Manager

Date: 10/11/25

ATTEST:


Union County Clerk

CLAYTON HEALTH SYSTEMS, INC.

By: 
PRESIDENT

Date: _____

ATTEST:

UNION COUNTY
Resolution No. 2026-15

Authorization of DWI Fund (426) (DFA # 22300) budget increase

WHEREAS, the Board of Commissioners of Union County meeting in regular session on October 14, 2025 did propose to make budget adjustments; and

WHEREAS, the County of Union does, through Budget Resolution 2026-15 ask that authorization for the budgetary adjustments be granted, as summarized in the attachment; and

WHEREAS, the County of Union wishes to increase expenditures by five hundred dollars (\$500.00) in Fund 426 for office supplies in the DWI Fund.

NOW THEREFORE, BE IT RESOLVED the Board of Commissioners of Union County does hereby approve the aforementioned budget adjustments and respectfully requests the authorization for the budgetary adjustments and revisions be granted by the Local Government Division of the Department of Finance and Administration of the State of New Mexico.

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 14th day of October, 2025.

BOARD OF COMMISSIONERS - UNION COUNTY

ATTEST:

Clayton Kiesling, Chairman

Justin Bennett, Member

Devian Fields, County Clerk

Lloyd Miller, Member

State of New Mexico - DFA Local Government Division
Budget Adjustment Request - Union County - 2026
DWI Fees

Bar ID	Contact	Phone	Email	Status
15-36-21044				ENTITY

Details

Fund	Department	Object Code	PreAdjusted Budget	Adjustment	Adjusted Budget
22300 DWI Fund 426	2002 General Administration 76	56020 Supplies - General Office 2009	0.00	500.00	500.00

Justification

Compliance with Section 6-6-2, NMSA, 1978 compilation:

1. The requested budget adjustments were authorized at a scheduled Governing Body meeting open to the public on **2025-10-14**
2. Justification should provide a sufficient explanation for budget adjustment. Backup documentation such as grant award letter or other documents requested by Budget and Finance Analysts, should be submitted on LGBMS.

Approvals

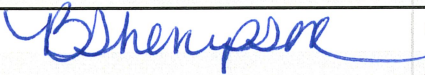
Name	Role	Date
	Entity Submitter	10/7/25
	Analyst	
	Bureau Chief	

EXHIBIT B
RESOLUTION

Union County

2026-16

PARTICIPATION IN TRANSPORTATION PROJECT FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, the **Union County** and the New Mexico Department of Transportation have entered into a grant agreement under the Transportation Fund Program for a local road project.

WHEREAS, the total cost of the project will be \$500,000 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 95% or \$475,000.00

and

- b. **Union County**'s proportional matching share shall be 5% or \$25,000.00

TOTAL PROJECT COST IS \$500,000.00

The **Union County** shall pay all costs, which exceed the total amount of \$500,000.00.

Now therefore, be it resolved in official session that **Union County** determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on June 30, 2028 and the **Union County** incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

Now therefore, be it resolved by the **Union County** to enter into Cooperative Agreement for Project Control Number **LP40086** with the New Mexico Department of Transportation for the TPF Program for year 2026 for David's Place Bridge #8039-Planning and Design for replacement of Bridge 8039- within the control of the **Union County** in New Mexico.

(Appropriate Signatures below (Council, Commission, School Board, Tribe, Pueblo, Nation, etc.)

Attest: _____
Clay Kiesling, Chair

DATE

Devian Fields, Clerk

DATE



**RESOLUTION NUMBER 2026-17
PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM
ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION
REQUEST FOR EXTENSION L400667**

WHEREAS, the Union County Board of County Commissioners wishes to propose, support, and approve an extension for NMDOT Project L400667 due to unanticipated circumstances; and

WHEREAS, Union County and the New Mexico Department of Transportation have entered into a cooperative agreement, Contract No. D20260, on August 7, 2024; and

WHEREAS, the Board of County Commissioners of Union County wishes to propose, support, and approve the requested extension for the L400667 project for a period of twelve (12) months, January 1, 2026 to December 31, 2026.

NOW THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Union County respectfully requests the approval and authorization from the New Mexico Department of Transportation District 4 office for an amendment to the Cooperative Agreement, D20260, for a twelve-month extension.

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NEW MEXICO

**A T T E S T
S E A L**

Devian Fields, County Clerk

By:

Clayton Kiesling, Chairman

Justin Bennett, Member

Lloyd Miller, Member

Union County
RESOLUTION #2026-18

PARTICIPATION IN CAPITAL OUTLAY PROGRAM ADMINISTERED
BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Union County and the New Mexico Department of Transportation will enter into a Capital Outlay Grant Agreement.

WHEREAS, the total cost of the project will be \$300,00 to be funded by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 100% or \$300,000

and

- b. Union County's proportional matching share shall be 0% or \$0.00

TOTAL PROJECT COST IS \$300,000.

Union County shall pay all costs, which exceed the total amount of \$300,000.00.

Now therefore, be it resolved in official session that Union County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on **June 30, 2029 (for Laws of 2025)** and Union County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by Union County to enter into Agreement Control Number HW2C4253202 with the New Mexico Department of Transportation for Capital Outlay (Laws of 2025) to (Plan, design, construct and rehabilitate pavement and to drainage improvements on county roads, including Gonzales road, in the control of Union County in Clayton, Union County, New Mexico.

Passed, adopted, and effective this 14th day of October 2025, by the Board of County Commissioners of Union County.

BOARD OF COUNTY COMMISSIONERS OF UNION
COUNTY, NEW MEXICO

Devian Clerk, County Clerk

Clayton Kiesling, Chairman

Justin Bennett, Member

Lloyd Miller, Member

**Resolution Supporting the New Mexico Counties
2026 Legislative Priorities**

WHEREAS, in August 2025, the New Mexico Counties Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature at its 2026 session; *and*

WHEREAS, NMC has requested that the Board of County Commissioners in each of the state's 33 counties discuss and approve support for NMC's legislative priorities as an important step in assuring maximum understanding of NMC's legislative priorities at the county level; *and*

WHEREAS, county support enables NMC to demonstrate strong local and statewide support to the state legislature for the following issues:

1. HB 2 Appropriations

Detention Reimbursement Fund

Fully fund County Detention Facility Reimbursement Act Fund to reimburse counties for the actual cost of housing state inmates.

- According to the New Mexico Sentencing Commission, the five-year average cost to house New Mexico Corrections Department inmates is \$9.3 million.
- Current fund at \$5 million

Courthouse Funding

Authorize continued funding to AOC for construction and renovation of state district courthouses.

- Counties maintain that courthouses are a state responsibility and that the rising costs of construction, security, and IT necessitate a shared revenue stream.

Detention Recruitment and Retention

Authorize continued funding for the newly formed Corrections Workforce Capacity Building Fund administered by DFA.

- Adequate detention staff are essential to a safe, well-operated detention facility, which is directly correlated to community safety.

Firefighter/EMS Recruitment Fund

Authorize continued funding for the Fire & EMS Recruitment Fund administered by DFA for fire departments to staff, recruit, and retain career and volunteer firefighters and EMS personnel.

- Call volume has increased by as much as 50%.
- Response systems are overburdened.
- Average age of New Mexican volunteer is 65.

700 MHz Radios

Authorize continued funding for the monthly operational costs of 700 MHz radios to build out state interconnectivity infrastructure.

RISE Funding

Secure HSD funding for county participation in the RISE (Reach, Intervene, Support, and Engage) Program to provide behavioral health, medically assisted treatment (MAT), housing, vocational, and other services to people in detention.

2. IPRA Improvements

Amend the Inspection of Public Records Act (IPRA) to exempt from disclosing specific information and prohibit certain requests used to compromise and obstruct critical local government services.

3. Timeline for Veteran Property Tax Exemptions

Require all veterans to file for a property tax exemption within the existing property tax annual schedule to ensure equitable treatment for all taxpayers and allow counties to accurately budget for the fiscal year. Veterans would have 30-days after the notice of value to file an exemption or request an extension for up to 180 days to resolve any delays in certification.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of County Commissioners does hereby support NMC's legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2026 session.

ADOPTED this 14th of October 2025.

BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NEW MEXICO

ATTEST:

Clayton Kiesling, Chairman

Justin Bennett, Member

Devian Fields, County Clerk

Lloyd Miller, Member



Memorandum

Date: September 19, 2025
To: NMC Board of Directors, Commissioners, and County Managers
From: Joy Esparsen, NMC Executive Director
Re: Protocol for Board of County Commission NMC 2026 Legislative Priority Endorsement

The New Mexico Counties (NMC) Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature during the 2026 session.

- 1) HB2 Appropriations
 - Detention Reimbursement Fund
 - Courthouse Funding
 - Detention Recruitment and Retention
 - Firefighter/EMS Recruitment Fund
 - 700 MHz Radios
 - RISE Funding
- 2) IPRA Improvements
- 3) Timeline for Veteran Property Tax Exemptions

In preparation for the 2026 session and to promote communication among NMC and the 33 counties, we request that board members present the 2026 NMC legislative priorities to their Board of County Commission (BCC) for support. Please send a signed copy of your BCC support for the priorities to Hannah Kase Woods (hwoods@nmcountries.org) by December 31, 2025.

Included:

- 2026 NMC Legislative Priorities Handout
- 2026 NMC Priorities Support Resolution Template

Sincerely,


Joy Esparsen
Executive Director

444 Galisteo Street
Santa Fe, NM 87501

877-983-2101
505-983-2101
Fax: 505-983-4396

NMCOUNTIES.ORG

PROPERTY MANAGEMENT UNIT/RIGHT OF WAY BUREAU
RIGHT OF WAY USE AGREEMENT

THIS AGREEMENT, by and between the **NEW MEXICO DEPARTMENT OF TRANSPORTATION**, P.O. Box 1149, Santa Fe, New Mexico, 87504-1149, (hereinafter "NMDOT") and the **UNION COUNTY SHERIFF'S OFFICE 100 COURT STREET, SUITE 1, CLAYTON, NM 88415**, a New Mexico municipality **ATTN: UNION COUNTY SHERIFF, CURTIS SKAGGS** (hereinafter "Permittee").

Permittee desires to use highway right of way to install, construct, and maintain the following improvements: surveillance camera(s), any associated components, electronics, or any other equipment necessary to install such camera(s), any pole(s) to which such camera(s) will be attached, and associated signage within the right-of-way (collectively, the "Public Surveillance System"). Improvements are to be located in ten (10) different locations at NM/US 64-87 at milepost 385.52, NM 456 at milepost 58.06 westbound and eastbound, NM 406 at milepost 21.49 southbound and 21.52 northbound, US 64-87 at milepost 86.02, NM 551 at milepost 6.38, US 56 at milepost 34.14, NM 402 at milepost 41.7 and US 87 at milepost 0. which have been dedicated via plat, deed, or easement to public use (collectively, the "Right-of-Way"), said locations being more particularly described in Exhibit "A". The installation, construction and maintenance of the improvements to be in a manner not inconsistent with or detrimental to NMDOT's statutory obligations for highway control and maintenance and in compliance with municipal or county customs, ordinances, zoning and agreements.

For purposes of this Agreement, "Right of Way" is defined as that space located above, at or below the highway's established grade line lying within the approved right of way limits; and

It is expressly agreed between the parties that the granting of this Right of Way Use Agreement (hereafter "Agreement") does not convey or in any way give any interest or rights other than as indicated herein. The parties agree as follows:

SECTION 1
NMDOT AGREES:

- A. To permit the right-of-way described below and shown on the photographs and deployment plan attached hereto as Exhibit "A" to be used for Permittee's Public Surveillance System.
- B. In consideration of Permittee's performance under the terms and conditions of this Agreement, to permit the described right of way to be used for a period of **TWENTY (20) YEARS** from the date all parties have signed this Agreement, unless this Agreement is otherwise terminated or revoked as provided herein. Further, upon termination of this Agreement, Permittee shall vacate the premises as provided in Section 3, Paragraph (O) herein.
- C. Subject to the NMDOT's approval, Permittee may have the option of extending this Agreement for up to **ONE (1) additional TWENTY (20) YEAR** period, but in no event may the original Agreement, plus any extensions thereof, exceed a total of **FORTY (40) YEARS**. Each extension shall be exercised by giving **written notice to the NMDOT at least 30 days prior to the expiration of the original term** unless the Agreement is otherwise terminated or revoked as provided herein. If the Permittee fails to give such timely notice to the NMDOT, this Agreement will expire, and the granting of an extension will be solely within the NMDOT's discretion.

SECTION 2
PERMITTEE AGREES:

A. To develop and use the Right of Way solely and exclusively for the purpose of installing, constructing, and maintaining the Public Surveillance System subject to the following terms and conditions:

1. Permittee shall not, when initially installing and constructing, and subsequently maintaining, the Public Surveillance System, disturb any portion of the Right of Way without prior written approval by the NMDOT. Permittee shall also obtain NMDOT's prior written approval of an installation plan and, if necessary, Permittee's plan to restore the Right of Way. The camera/pole assembly should be located at least 20' from the end of pavement off at various locations outlined in Exhibit A. This 20' buffer would place the assembly outside of the clear zone. Although the assembly is on a breakaway pole; however, it should still be located outside of the clear zone. Additionally, a Traffic Control Permit to the NMDOT will need to be submitted when operational activities associated with equipment maintenance impacts NMDOT ROW; approval from NMDOT needs to be obtained prior to any work commencing within the State's ROW.
2. Permittee shall install the Public Surveillance System only for the stated purposes of crime prevention, and for use as an investigative tool in emergency response situations. The cameras are not to be used for speed enforcement or issuance of speeding citations. The NMDOT shall have the absolute right at any time, upon written notice to the Permittee, to terminate this Right of Way Use Agreement.
3. It is expressly agreed between the parties that this Agreement does not convey or grant in any way interests or rights other than as indicated herein. Further, nothing in this Agreement shall be construed as granting Permittee any right to attach the improvements

to any NMDOT facilities. This Agreement is limited to the specific uses described herein and no other use shall be allowed.

4. REMOVAL/RELOCATION. If, in the sole opinion of the NMDOT, the Public Surveillance System:

- a. Presents a safety and/or traffic operational hazard, and/or
- b. Interferes with any construction, reconstruction, alteration, improvement(s), or maintenance which the NMDOT desires to perform on, around, or under the Right of Way, then the Permittee, upon receipt of a written notice from the NMDOT, shall remove, repair, or relocate any or all of the Public Surveillance System as requested by the NMDOT and to the NMDOT's satisfaction within thirty (30) days of said notice, or such other time period as specified in the notice. Any such relocation, repair, or removal of the Public Surveillance System shall be at the sole expense of the Permittee and at no cost to the NMDOT.

5. Any installation, improvement or modification of the Public Surveillance System that, in the NMDOT's sole opinion, may impede the functional operation of planned, proposed, or existing NMDOT facilities shall not be permitted under this Agreement. The Public Surveillance System shall be established and maintained in such a manner as will not interfere with the use of the Right of Way by the public nor create a safety hazard on the Right of Way.

6. THE PERMITTEE SHALL COMPLY WITH ALL NMDOT POLICIES AND STANDARDS FOR THE INSTALLATION OF THE PUBLIC SURVEILLANCE SYSTEM AND SHALL COORDINATE ALL REQUESTS THROUGH THE NMDOT'S DISTRICT FIVE ENGINEER.

SECTION 3

THE PARTIES AGREE:

- A. **DISCLAIMER OF NMDOT RESPONSIBILITY.** NMDOT prohibits the attachment of any equipment, including the LPRs to our traffic signals and roadway lighting poles. Kit Carson Electric Company has approved the LPR cameras to be mounted to their equipment. NMDOT will not accept any liability associated due to a result of the mounting of the LPR cameras to KCEC equipment including any risk of these roadway lighting poles or the LPR cameras falling into our roadway. Nothing contained herein shall create any obligation on the part of the NMDOT to maintain or participate in the maintenance of the Public Surveillance System. THE NMDOT WILL NOT OWN, MONITOR, ACCESS, OR OTHERWISE CONTROL THE PUBLIC SURVEILLANCE SYSTEM DESCRIBED IN THIS AGREEMENT, OR THE DATA GENERATED THEREFROM. Upon termination of this Agreement, the NMDOT shall have the right to re-enter and repossess the property described herein, and upon such termination, any permission Permittee may have under this Agreement to occupy or use the right of way for the purposes described in this Agreement shall be extinguished and this Agreement shall have no further effect.
- B. No change in the established drainage pattern is authorized. Permittee is responsible for additional flow resulting from Permittee's development of site.
- C. Permittee is solely liable for contamination of soils and/or ground water resulting from Permittee's activities on the property included within this Agreement. Such liability includes, but is not limited to, costs of response, costs of site investigation and remediation, damages for injury to, destruction of, or loss of natural resources including the costs of assessing such injury, destruction or loss and/or the costs of any health assessments or health effects study. Permittee

shall not cause or permit the escape, disposal or release of any biologically or chemically active or other hazardous substances or materials on or about the property. Hazardous substances and materials shall include those described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, codified as 42 U.S.C. §§ 9601, et seq., the Resource Conservation and Recovery Act, codified as 42 U.S.C. §§ 6901, et seq., and any applicable state or local laws and regulations. If, during the term of this Agreement or any extension thereof, the NMDOT ever requests or requires testing to ascertain whether or not there has been any escape, disposal or release of hazardous substances or materials, the costs of such testing shall be paid solely by Permittee. Permittee's refusal to pay such costs shall be grounds for termination of this Agreement by NMDOT. Such obligation shall survive the expiration or early termination of this Agreement.

- D. Except as otherwise provided in this Agreement, this Agreement shall be terminated at the NMDOT's discretion if the Public Surveillance System is abandoned or is not used for the purposes set forth herein for a period of **NINETY (90) DAYS** after completion of its installation.
- E. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given to the applicable Party (a) on the date of hand delivery with signed receipt, or (b) on the business day immediately following transmittal to Federal Express (or other nationally recognized overnight commercial courier) for overnight delivery; in any case addressed to the applicable Party set forth below, or such other address as such Party may hereafter specify by notice to the other in accordance with the notice procedures described in this paragraph. The Parties also designate the following persons as agents for receipt of service of process:

If to the Permittee:

Union County Sheriff's Office
100 Court Street, Suite 1
Clayton, NM 88415

(575) 374-2583

If to the NMDOT:

New Mexico Department of Transportation
1120 Cerrillos Road
Santa Fe, NM 87504-1149

Attention: Jeremy Lujan, Property Management Manager

F. This Right of Way Use Agreement shall not be transferred, assigned or conveyed to another party.

Any attempt by Permittee to transfer or assign this Agreement to another person or entity shall cause the Agreement to immediately terminate and to be of no further force or effect.

G. Permittee shall maintain any improvements in good condition both as to safety and appearance.

Said maintenance shall in no way cause interference with highway use. If the NMDOT determines that Permittee has failed to adequately maintain the safety and appearance of its improvements, the NMDOT will send a written notice to Permittee requesting a correction of the condition. The NMDOT may terminate this Agreement or enter the premises to perform the necessary maintenance work if the Permittee has not done so in a satisfactory manner, as determined by the NMDOT, and within **THIRTY (30) DAYS** from the date of written notice of the condition needing repair. In that event, the Permittee shall reimburse all costs incurred by the NMDOT in performing the maintenance work.

The NMDOT shall have the right to terminate this Agreement if Permittee fails or refuses to reimburse said costs within the time prescribed by the NMDOT.

- H. Permittee shall allow entry by authorized NMDOT or Federal Highway Administration (“FHWA”) representatives when deemed necessary by NMDOT for purposes of inspection, maintenance, reconstruction, placement of permanent structures, facilities and improvements above, on or below the right of way grade line, or for the purpose of ensuring compliance with all provisions of this Agreement. If the NMDOT’s activities cause a temporary restriction of Permittee’s activities under this Agreement, the Agreement may be terminated or extended by a period equal to the period of the temporary restriction if the Permittee was otherwise in compliance with the terms hereof.
- I. Permittee agrees to allow access to the property described herein at any and all times to utility companies for maintenance of any existing and future utilities that include monitoring and remediation activities. The described activities include, but are not limited to installation, operation and maintenance of such utilities.
- J. In furtherance of its obligations contained in the preceding paragraphs of this Agreement, Permittee has provided the NMDOT with proof that Permittee is self-insured for every risk for which immunity has been waived under the New Mexico Tort Claims Act, NMSA 1978, Sections 41-4-1 through 41-4-27. The permittee’s letter of self-insurance is attached hereto as Exhibit B.
- K. Permittee will not enter into possession of or occupy or use the described right of way until such time as the required insurance policies are in force with appropriate certificates of insurance having been delivered to the NMDOT and containing a statement that the premiums have been paid in full and that the policy will not be canceled without **THIRTY (30) DAYS** notice to NMDOT.
- L. Permittee hereby covenants and agrees that if it constructs, maintains or otherwise operates facilities on the described right of way for a purpose for which a NMDOT program or activity is

extended, or for another purpose involving the provision of similar services or benefits, Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and 42 USC §§ 12101 to 12213 (Americans with Disabilities Act), together with all regulations issued pursuant to those laws, including subsequent amendments.

M. Permittee does hereby further covenant and agree that:

- (1) No person shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities on the grounds of race, age, color, sex, national origin or disability.
- (2) No person on the basis of race, age, color, sex, national origin or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the construction of any improvements on, over or under such land and the furnishing of services thereon.
- (3) Permittee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and 42 USC §§ 12101 to 12213 (Americans with Disabilities Act) together with all regulations issued pursuant to those laws, including subsequent amendments;

(4) In the event of breach of any of the above nondiscrimination covenants, the NMDOT shall have the right to terminate the Agreement and to re-enter and repossess said property and the facilities thereon and to hold the same as if said Agreement had never been made or issued.

- N. Except as otherwise provided for in this Agreement, this Agreement may be terminated by the NMDOT if the Permittee violates any provision of this Agreement, and the violation is not cured within thirty (30) days of written notice of the violation to Permittee in accordance with the notice provisions in Section 3.E of this Agreement.
- O. If this Agreement is revoked, terminated or canceled as provided herein, Permittee shall vacate and remove the improvements from the described premises. Such removal must occur within ninety (90) days of the date of notice of revocation, termination or cancellation as provided herein. NMDOT may either accept possession of the remaining improvements or it may require removal of all improvements. If it becomes necessary for the NMDOT to remove the improvements, the Permittee will be billed for the costs of removal. Nothing in this provision shall operate as a waiver of NMDOT's right of re-entry or any other right or remedy of NMDOT.
- P. If this Agreement is terminated in accordance with the terms hereof, the NMDOT and the FHWA shall not be liable or responsible to Permittee for damages of any nature that may be incurred by Permittee as a result of the termination of this Agreement.
- Q. The parties agree that the Permittee is not entitled to relocation benefits under the New Mexico Relocation Assistance Act, NMSA 1978, Sections 42-3-1 through 42-3-15.
- R. This Agreement may be terminated for the convenience of either party upon written notice received **NINETY- (90) DAYS** in advance of termination without the necessity of showing the other's breach or default.

S. This Agreement may be terminated if the NMDOT determines it needs the right of way for highway purposes. In that event, the NMDOT shall provide written notice **THIRTY (30) DAYS** in advance of termination.

T. Accepting the terms and conditions required by law and regulation, this Agreement may be amended by mutual, written agreement and acceptance of the parties. This Agreement may be terminated as provided herein in the event of a dispute resulting from the failure of the parties to agree and accept changes to this Right of Way Use Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

UNION COUNTY SHERIFF

NMDOT

By: _____
Curtis Skaggs
Union County Sheriff

By: _____
Ricky Serna
Cabinet Secretary or Designee

On: _____, 2025

On: _____, 2025

NMDOT RIGHT OF WAY BUREAU

By: _____
Ricky Mok
Bureau Chief or Designee

On: S.T. 9th, 2025

Reviewed and approved as to form and
Legal sufficiency, by the NMDOT Office
of General Counsel

By:  _____
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On: 09/08/25, 2025

INVC#	Name	Description	Line Item	PO#	Amount
KDK-0924251	AAA FIREPRO OF NEW MEXICO INC	INV#KDK-0924251 ANNUAL INSPECT	401032023	29947	700.46
1522.96 TOT\$		INV#KDK-0924251 ANNUAL INSPECT	402252023	29947	822.50
PAID	221 SCHEPPS BLVD				
1522.96 BAL	CLOVIS NM 88101				
5425919	AK ATHLETIC EQUIPMENT, INC	INV#5425919 MATS	605922081	29941	2368.98
2368.98 TOT\$					
PAID	8015 HOWE INDUSTRIAL PARKWAY				
2368.98 BAL	CANAL WINCHESTER OH 43110				
1A145000	AMERICAN EQUIPMENT & TRAILER, INC	INV#1A145000 OILER/VALVE	402252012	29949	862.70
862.70 TOT\$	P.O BOX 32190				
PAID					
862.70 BAL	AMARILLO TX 79120				
330323	APEX SOFTWARE	PORTAL SETUP FOR TYLER & APEX	401062017	29725	1310.00
1310.00 TOT\$					
PAID	PO BOX 100145				
1310.00 BAL	SAN ANTONIO TX 78201 1445				
10012025	BACA VALLEY TELEPHONE CO.	GRENVILLE FD #507	411572025	29743	68.30
712.46 TOT\$		FIRE ALARM #2159	401032025	29743	31.99
PAID	P.O. BOX 67	EMAIL HOSTING #2159	401032025	29743	29.90
712.46 BAL	DES MOINES NM 88418	TOWER LEASE #2159	415682076	29743	323.31
		SHERIFF SUBSTATION #5184	415682076	29743	70.46
		CAPULIN FD #122	407412025	29743	118.04
		SHERIFF #5184	401082007	29743	70.46
10012025-1	BACA VALLEY TELEPHONE CO.	INTERNET HOOKUP	401082007	29893	593.31
593.31 TOT\$					
PAID	P.O. BOX 67				
593.31 BAL	DES MOINES NM 88418				
25-C25373	BENNETTS LLC	CYLINDER LEASE	414662076	29757	23.82
23.82 TOT\$					
PAID	P.O. BOX 27				
23.82 BAL	RATON NM 87740				
18483	BRADLEY SUPPLY	INV#18483 FENCE SUPPLIES	402252076	29721	258.08
258.08 TOT\$					
PAID	102 S. FRONT				
258.08 BAL	CLAYTON NM 88415				
18196	BRADLEY SUPPLY	INV#18196 SUPPLIES	402252076	29721	10.26
10.26 TOT\$					
PAID	102 S. FRONT				
10.26 BAL	CLAYTON NM 88415				
1152025	BRANDY THOMPSON	80% PER DIEM MANAGERS RETREAT	401022010	29979	438.40
438.40 TOT\$					
PAID	618 MCKAY RD				
438.40 BAL	CLAYTON NM 88415				
11072025	BRANDY THOMPSON	20% PER DIEM MANAGERS RETREAT	401022010	29979	109.60
109.60 TOT\$					
PAID	618 MCKAY RD				
109.60 BAL	CLAYTON NM 88415				

INVC#	Name	Description	Line Item	PO#	Amount
A20164045	BURNS DO-IT CENTER	INV#A20164045 CLEANING SUPPLIES	401082009	29978	190.35
190.35	TOT\$				
PAID	300 N 2ND STREET				
190.35	BAL	TEXLINE TX 79087			
5728-473412	CARQUEST-RATON	OIL, FILTERS, AIR FILTER	412612012	29955	68.96
68.96	TOT\$				
PAID	326 S. SECOND ST.				
68.96	BAL	RATON NM 87740			
37545005	CATERPILLAR FINANCIAL SER. CO.	LEASE CONTRACT#001-1041511-000	402252013	29732	2711.76
11060.59	TOT\$	LEASE CONTRACT#001-1029230-000	402252013	29732	2711.76
PAID	P O BOX 100647	LEASE CONTRACT#001-1029228-000	402252013	29732	2711.76
11060.59	BAL	PASADENA CA 91189 0647	402252013	29732	2925.31
193	CIVILITY GOVERNMENT	LOBBYIST SERVICE/SALES TAX	401012101	29733	1619.06
1619.06	TOT\$	RELATIONS, LLC			
PAID	1421 N MAIN ST				
1619.06	BAL	CLOVIS NM 88101			
10012025-6	CLAYTON UNION COUNTY	FY ALLOCATION	401012055	29928	8000.00
8000.00	TOT\$	CHAMBER OF COMMERCE			
PAID	P.O. BOX 476				
8000.00	BAL	CLAYTON NM 88415			
1072025	CLAYTON UNION COUNTY	ANNUAL ALLOCATION	401012055	30005	8000.00
8000.00	TOT\$	CHAMBER OF COMMERCE			
PAID	P.O. BOX 476				
8000.00	BAL	CLAYTON NM 88415			
290925	COLT BUILDERS INC.	COURTHOUSE RENOVATIONS	607982028	29815	79827.50
79827.50	TOT\$				
PAID	5304 RATON HIGHWAY				
79827.50	BAL	DES MOINES NM 88418			
9302025	CROSSFIRST BANK	TOILET PAPER HOLDERS	401032046	29771	69.92
555.90	TOT\$	GLASS WHITEBOARD CALENDAR	426752009	29771	97.02
PAID	P.O. BOX 488	CANDY STATE FAIR TABLE	401012054	29771	58.94
555.90	BAL	WORKING LUNCH MEALS - MARY'S	401012010	29771	38.34
	CLAYTON NM 88415	SUPPLIES FOR PARADE	410532076	29771	291.68
10218	D&T AUTO & TRUCK REPAIR, LLC	INV#10218 VEHICLE REPAIR	401082011	29971	562.42
10218	TOT\$				
PAID	429 YORK CANYON ROAD				
562.42	BAL	RATON NM 87740			
10062025	DAMON THELANDER	FY26 BOOT ALLOCATION	402252082	30002	175.00
175.00	TOT\$				
PAID	P.O. BOX 85				
175.00	BAL	CLAYTON NM 88415			
10514	DEASON AUTOMOTIVE	INV#10514 REPAIRS TO TRUCK	605932012	29206	5326.24
10514	TOT\$				
PAID	P.O. BOX 426				
5326.24	BAL	TEXLINE TX 79087			

INVC#	Name	Description	Line Item	PO#	Amount
1195249	DEBORAH LYNN BURNEY	BOOKS FOR TRAINING	410532076	29968	149.03
149.03	TOT\$				
149.03	PAID				
149.03	BAL				
149.03	BOX 7				
149.03	KENTON OK 73946				
DVS160804	DOMINION VOTING SYSTEMS, INC.	INV#DVS160804 ELECTION PRODUCTS	401052019	29908	324.16
324.16	TOT\$				
324.16	PAID				
324.16	BAL				
324.16	P.O. BOX 538214				
324.16	ATLANTA GA 30353 8214				
70662	DOOLEY ENTERPRISES	INV#70662 AMMO	605922081	29944	10578.70
10578.70	TOT\$				
10578.70	PAID				
10578.70	BAL				
10578.70	1198 N. GROVE ST, STE A				
10578.70	ANAHEIM CA 92806				
1478	EASTERN NEW MEXICO ENGINEERING	ELITE FIELD BRIDGE ANNUAL FEE	414672076	29951	477.62
573.14	TOT\$	ADMIN FEE	414672076	29951	95.52
573.14	PAID				
573.14	BAL				
573.14	1104 LIBRA DR				
573.14	PORTALES NM 88130				
20250804-14	ESCHAT	RADIO GATEWAY/LICENSE/FREIGHT	408452076	29715	2200.00
2200.00	TOT\$				
2200.00	PAID				
2200.00	BAL				
2200.00	3450 BROAD ST, STE 106				
2200.00	SAN LUIS OBISPO CA 93401				
20250821-12	ESCHAT	SUBSCRIPTION/ROIP FEES	408452076	29904	1858.73
1858.73	TOT\$				
1858.73	PAID				
1858.73	BAL				
1858.73	3450 BROAD ST, STE 106				
1858.73	SAN LUIS OBISPO CA 93401				
48885	FELLING TRAILERS, INC.	INV#48885 SPRINGS ORANGE TRAILER	402252012	29966	59.32
59.32	TOT\$				
59.32	PAID				
59.32	BAL				
59.32	1525 MAIN STREET S				
59.32	SAUK CENTRE MN 56378				
FZ26-3	FRANK G. MAGOURILOS	PREVENTIONIST CONTRACT SERVICES	426752101	29749	500.00
500.00	TOT\$				
500.00	PAID				
500.00	BAL				
500.00	4909 SUMMERSVILLE DR. NW				
500.00	ALBUQUERQUE NM 87120 3831				
2743	FREDDY'S TIRE & SERVICE, LLC	INV#2743 TIRE REPAIR	401032011	29954	20.00
20.00	TOT\$				
20.00	PAID				
20.00	BAL				
20.00	115 S FRONT ST				
20.00	CLAYTON NM 88415				
2824	FREDDY'S TIRE & SERVICE, LLC	INV#2824 TIRE REPAIR	401082011	29883	20.00
20.00	TOT\$				
20.00	PAID				
20.00	BAL				
20.00	115 S FRONT ST				
20.00	CLAYTON NM 88415				
2787	FREDDY'S TIRE & SERVICE, LLC	INV#2787 TIRE REPAIR	401082011	29883	20.00
20.00	TOT\$				
20.00	PAID				
20.00	BAL				
20.00	115 S FRONT ST				
20.00	CLAYTON NM 88415				
9630382456	GRAINGER	FREEZER/ICE BAGGING EQUIPMENT	410532076	29910	666.11
666.11	TOT\$				
666.11	PAID				
666.11	DEPT 853662880				
666.11	P.O. BOX 419267				

INVC#	Name	Description	Line Item	PO#	Amount
666.11	BAL KANSAS CITY MO 64141 6267				
9626477948	GRAINGER	FREEZER/ICE BAGGING EQUIPMENT	410532076	29910	171.66
171.66	TOT\$ DEPT 853662880				
	PAID P.O. BOX 419267				
171.66	BAL KANSAS CITY MO 64141 6267				
9627365563	GRAINGER	FREEZER/ICE BAGGING EQUIPMENT	410532076	29910	1613.06
1613.06	TOT\$ DEPT 853662880				
	PAID P.O. BOX 419267				
1613.06	BAL KANSAS CITY MO 64141 6267				
9112025	HASS FUNERAL DIRECTORS, INC.	INDIGENT BURIAL - R. ARELLANO	406372096	29866	1000.00
1000.00	TOT\$ P.O. BOX 187				
	PAID CLAYTON NM 88415				
1000.00	BAL				
26-40000082-	HCA/COUNTY SUPPORTED MEDICAID	FY26 COUNTY SUPPORTED MEDICAID	406372069	29931	22420.89
22420.89	TOT\$ NM DFA/MARK MELHOFF				
	PAID 407 GALISTEO ST, ROOM 166				
22420.89	BAL SANTA FE NM 87501				
TEX181	HEISER TIRE SERVICE	INV#TEX181 BFG TIRES	401082011	29921	1159.91
1159.91	TOT\$				
	PAID PO BOX 517				
1159.91	BAL ELLINWOOD KS 67526				
B1-435335011	HUGHESNET NETWORK SYSTEMS LLC	INV#B1-435335011 FY 25	410532076	29730	139.93
139.93	TOT\$				
	PAID P.O. BOX 96874				
139.93	BAL CHICAGO IL 60693 6874				
60382	INK IMPRESSIONS, INC	INV#60382 ELECTION PRODUCTS	401052019	29909	27.25
27.25	TOT\$ DEA AUTOMATED ELECTION SERVICES				
	PAID PO BOX 6306				
27.25	BAL ALBUQUERQUE NM 87197 6306				
4072	JUAN'S WINDSHIELD MOBILE SERVICE	BACK WINDOW REPLACEMENT TRAVERSE	401022011	29961	700.00
700.00	TOT\$				
	PAID P.O. BOX 1114				
700.00	BAL DALHART TX 79022				
1765	JUSTIN KEETH	SEPTIC CLEANOUT MAIN STATION	410532076	29982	250.00
250.00	TOT\$				
	PAID 64 MARYBIRD LANE				
250.00	BAL CLAYTON NM 88415				
11717L	KAUFMAN'S WEST	INV#11717L VESTS - ORDONEZ	401082128	29862	1884.05
1884.05	TOT\$				
	PAID 1660 EUBANK BLVD. NE				
1884.05	BAL ALBUQUERQUE NM 87112				
7661-1	L & K ELECTRIC	INV#7661EMERGENCY SWITCH ON LIFT	402252076	29869	713.90
713.90	TOT\$				
	PAID 54 SPRINGER HWY				
713.90	BAL CLAYTON NM 88415				
7669	L & K ELECTRIC	INV#7669 LIGHT REPAIR COURTHOUSE	401032023	29869	383.73

INVC#	Name	Description	Line Item	PO#	Amount
383.73	TOT\$				
	PAID	54 SPRINGER HWY			
383.73	BAL	CLAYTON NM 88415			

246.31	TOT\$	INV#7695 REPAIR FLAG POLE	401032023	29869	246.31
	PAID	L & K ELECTRIC			
246.31	BAL	54 SPRINGER HWY			
		CLAYTON NM 88415			

39.30	TOT\$	INV#52159583 CYLINDER LEASE	402252076	29717	39.30
	PAID	DEPT 0889			
39.30	BAL	PO BOX 120889			
		DALLAS TX 75312 0889			

1140.00	TOT\$	14 M.R.S.			
	PAID	MONITORING & RECOVERY SERVICES			
1140.00	BAL	1226 S. 2ND ST	424772307	29788	1140.00
		RATON NM 87740			

5.86	TOT\$	INV#89910 STARTING FLUID	402252076	29724	5.86
	PAID	MC CLURES BIG J PARTS			
5.86	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

358.53	TOT\$	INV#89909 RED TOP POST OPTIMA	402252076	29724	358.53
	PAID	MC CLURES BIG J PARTS			
358.53	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

29.99	TOT\$	INV#89918 FUEL FILTER	402252076	29724	29.99
	PAID	MC CLURES BIG J PARTS			
29.99	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

95.94	TOT\$	INV#89912 ANTIFREEZE	402252076	29724	95.94
	PAID	MC CLURES BIG J PARTS			
95.94	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

45.85	TOT\$	INV#89939 FUEL FILTER	402252076	29724	45.85
	PAID	MC CLURES BIG J PARTS			
45.85	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

66.85	TOT\$	INV#89977 FUEL FILTER	402252076	29724	66.85
	PAID	MC CLURES BIG J PARTS			
66.85	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

161.77	TOT\$	INV#89969 EQUIPMENT SUPPLIES	402252076	29724	161.77
	PAID	MC CLURES BIG J PARTS			
161.77	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

37.98	TOT\$	INV#90015 FREON	402252076	29724	37.98
	PAID	MC CLURES BIG J PARTS			
37.98	BAL	P.O. BOX 94			
		CLAYTON NM 88415			

INVC#	Name	Description	Line Item	PO#	Amount
90082	MC CLURES BIG J PARTS	INV#90082 4 WIRE INSULATED	402252076	29724	184.00
184.00	TOT\$				
PAID	P.O. BOX 94				
184.00	BAL	CLAYTON NM 88415			
10062025	MELVIN J. KRAMER	FY26 BOOT ALLOCATION	402252082	30003	175.00
175.00	TOT\$				
PAID	2816 US HWY 54 WEST				
175.00	BAL	DALHART TX 79022			
202544367	NATIONAL ASSOC. OF COUNTIES	INV#202544367 FY26 MEMBERSHIP	401012073	29952	450.00
450.00	TOT\$				
PAID	P.O. BOX 38059				
450.00	BAL	BALTIMORE MD 21297 8059			
Q1-FY26	NMSU UNION COUNTY EXTENSION	FY26 ALLOCATION	401012114	29929	22367.25
22367.25	TOT\$				
PAID	P.O. BOX 428				
22367.25	BAL	CLAYTON NM 88415			
437751599001	OFFICE DEPOT	INV#437751599001 PRINTER & TONER 415682076	29934	1198.89	
1198.89	TOT\$				
PAID	P.O. BOX 660113				
1198.89	BAL	DALLAS TX 75266 0113			
437751837001	OFFICE DEPOT	INV#437751837001 PRINTER & TONER 415682076	29934	340.37	
340.37	TOT\$				
PAID	P.O. BOX 660113				
340.37	BAL	DALLAS TX 75266 0113			
432816915001	OFFICE DEPOT	INV#432816915001 FILING CABINETS 605932081	29905	896.20	
896.20	TOT\$				
PAID	P.O. BOX 660113				
896.20	BAL	DALLAS TX 75266 0113			
441790150001	OFFICE DEPOT	INV#441790150001 4 PENCILS	401022009	29970	11.28
11.28	TOT\$				
PAID	P.O. BOX 660113				
11.28	BAL	DALLAS TX 75266 0113			
441801032001	OFFICE DEPOT	COPY PAPER	401022009	29970	93.01
95.60	TOT\$	.7 LEAD	401022009	29970	2.59
PAID	P.O. BOX 660113				
95.60	BAL	DALLAS TX 75266 0113			
15351218	ONSOLVE, LLC	INV#15351218 CODERED RENEWAL	500812052	29985	4674.46
4674.46	TOT\$				
PAID	PO BOX 945672				
4674.46	BAL	ATLANTA GA 30394			
9339	PANHANDLE BREATHING AIR SYSTEMS	INV#9339 SCBA TESTING	410532076	29935	1995.00
1995.00	TOT\$				
PAID	P.O. BOX 324				
1995.00	BAL	BUSHLAND TX 79012			
709640	PANHANDLE MACHINE SHOP	INV#709640AIR CYLINDERS FOR TRLR 402252012	29973	758.62	
758.62	TOT\$				
PAID	P.O. BOX 640				

INVC#	Name	Description	Line Item	PO#	Amount
758.62	BAL DALHART TX 79022				
84675	PENGUIN MANAGEMENT, INC	INV#84675 ANNUAL EDISPATCH PLAN	410532076	29714	1213.16
1213.16	TOT\$				
PAID	2 KIEL AVE., #303				
1213.16	BAL KINNELON NJ 07405				
3321326772	PITNEY BOWES GLOBAL FINANCIAL	QTR SERVICE CHARGE	401022006	29765	465.00
465.00	TOT\$ SERVICES LLC				
PAID	PO BOX 981022				
465.00	BAL BOSTON MA 02298 1022				
10012025	PTCI	TELEPHONE SERVICES	410532025	29740	48.75
48.75	TOT\$				
PAID	P.O. BOX 1188				
48.75	BAL GUYMON OK 73942 1188				
45663853	QUILL CORPORATION	INV#45663853 ENVELOPES	402252076	29906	20.39
20.39	TOT\$				
PAID	P.O. BOX 37600				
20.39	BAL PHILADELPHIA PA 19101 0600				
2567540	QUILL CORPORATION	INV#2567540 COPY PAPER	401042009	29953	59.99-
59.99-	TOT\$				
PAID	P.O. BOX 37600				
59.99-	BAL PHILADELPHIA PA 19101 0600				
45788284	QUILL CORPORATION	INV#45788284 NOTARY SEAL LABELS	401042009	29953	17.08
137.06	TOT\$				
PAID	P.O. BOX 37600	INV#45788284 COPY PAPER	401042009	29953	119.98
137.06	BAL PHILADELPHIA PA 19101 0600				
503886	R & O WELL SERVICE	INV#503886 REPAIR DRY CIMARRON	410532023	29865	2011.76
2011.76	TOT\$				
PAID	337 BOGGS RD				
2011.76	BAL SEDAN NM 88436				
20102025	RANCH MARKET	SUPPLIES - RAID	402252076	29997	7.99
7.99	TOT\$				
PAID	300 S. FIRST STREET				
7.99	BAL CLAYTON NM 88415				
31091420258	REDWOOD TOXICOLOGY LABORATORY	INV#31091420258 UA LAB TEST	426752009	29873	70.78
70.78	TOT\$ REDITEST SCREENING DEVICES				
PAID	P.O. BOX 14327				
70.78	BAL SANTA ROSA CA 95402 6327				
9911	REESER PEST CONTROL	INV#9911 SPRAY TREES	401032024	29938	350.59
350.59	TOT\$				
PAID	JOE A. REESER				
350.59	BAL 731 THOMAS HWY				
CLAYTON NM 88415					
9-2025	RICARDO TRUJILLO	CLEANING SERVICES	401032101	29760	1500.00
1500.00	TOT\$ DBA TRU CLEANING SERVICES				
PAID	416 JEFFERSON ST.				
1500.00	BAL CLAYTON NM 88415				
DV8598	SCOTT POWER & EQUIPMENT	INV#DV8598 BELT FOR MOWER	401032012	29914	258.16

INVC#	Name	Description	Line Item	PO#	Amount

258.16	TOT\$				
PAID	PO BOX 1479				
258.16	BAL	DALHART TX 79022			

100326	SOONER TOWERS, LLC.	INV#100326 CLAYTON LAKE REPEATER	500812052	29713	15.00
15.00	TOT\$				
PAID	57 E WASHINGTON ST				
15.00	BAL	CHAGRIN FALLS OH 44022			

24161	SOUTHWESTERN ELECTRIC				
1797.71	TOT\$	ACCT#211115001 SHERIFF SUB	401032025	29747	126.77
PAID	BOX 369	ACCT#221111001 CAPULIN FD	407412025	29747	140.68
1797.71	BAL	CLAYTON NM 88415	407412025	29747	55.99
		ACCT#211110003 REFD KENTON	410532025	29747	93.79
		ACCT#211110004 GRENVILLE	411572025	29747	87.58
		ACCT#211110005 HAYDEN STATION	409492025	29747	63.95
		ACCT#211110006 REFD SENECA	410532025	29747	61.93
		ACCT#211110007 SEDAN FD SCHOOL	408452025	29747	62.68
		ACCT#211110008 SEDAN FD STATION	408452025	29747	230.33
		ACCT#211110009 SEDAN FD PODZEMNY	408452025	29747	58.17
		ACCT#211110010 SEDAN FD THOMAS	408452025	29747	239.57
		ACCT#211110011 AMISTAD FD AG	409492025	29747	134.92
		ACCT#211110012 REFD GILBERTS	410532025	29747	71.56
		ACCT#211110013 REFD MAIN	410532025	29747	153.76
		ACCT#211110014 AMISTAD FD WELL	409492025	29747	59.06
		ACCT#211110015 AMISTAD/HAYDEN FD	409492025	29747	156.97

23110	SWAGERTY TRADING CO.	INV#23110 KEYS MADE	402252076	29719	20.00
20.00	TOT\$				
PAID	BOX 88				
20.00	BAL	CLAYTON NM 88415			

23320	SWAGERTY TRADING CO.	INV#23320 SUPPLIES	402252076	29719	6.25
6.25	TOT\$				
PAID	BOX 88				
6.25	BAL	CLAYTON NM 88415			

23286	SWAGERTY TRADING CO.	INV#23286 SUPPLIES	402252076	29719	224.72
224.72	TOT\$				
PAID	BOX 88				
224.72	BAL	CLAYTON NM 88415			

158-1	THOUROUGHBRED LOCK AND HAUL	INV#158 LOCKS FOR NEW OFFICE	401032023	29958	861.97
861.97	TOT\$				
PAID	508 GOLD ST				
861.97	BAL	RATON NM 87740			

10012025-2	TOWN OF CLAYTON	FY26 ALLOCATION SENIOR CENTER	401012110	29923	20000.00
20000.00	TOT\$				
PAID	1 CHESTNUT				
20000.00	BAL	CLAYTON NM 88415			

10012025	TOWN OF CLAYTON	FY26 ALLOCATION LIBRARY	401012088	29922	5000.00
5000.00	TOT\$				
PAID	1 CHESTNUT				
5000.00	BAL	CLAYTON NM 88415			

10012025-5	TOWN OF CLAYTON	FY26 ALLOCATION CLAYTON EMS	500812087	29927	25000.00

INVC#	Name	Description	Line Item	PO#	Amount
9302025	VIGIL MALDONADO DETENTION CENTER	INMATE HOUSING			
46917.56	TOT\$		424772307	29754	45560.00
	PAID	INMATE PHARMACY	424772018	29754	1357.56
46917.56	BAL				
	RATON NM 87740				
10012025-1	VILLAGE OF DES MOINES	FY26 ALLOCATION DM SENIOR CENTER	401012111	29924	20000.00
20000.00	TOT\$				
	PAID				
	P.O. BOX 127				
20000.00	BAL				
	DES MOINES NM 88418				
10012025-3	VILLAGE OF DES MOINES	FY26 ALLOCATION DM EMS	500812083	29925	10500.00
10500.00	TOT\$				
	PAID				
	P.O. BOX 127				
10500.00	BAL				
	DES MOINES NM 88418				
10012025-4	VILLAGE OF GRENVILLE	FY26 ALLOCATION GRENVILLE EMS	500812085	29926	5825.00
5825.00	TOT\$				
	PAID				
	P.O. BOX 246				
	34 5TH ST				
5825.00	BAL				
	GRENVILLE NM 88424				
16987	WAC UPFITTERS, LLC	VEHICLE REPAIRS/GRAPHIC/LIGHTS	605922012	29752	3561.28
3561.28	TOT\$				
	PAID				
	2322 CANDELARIA RD., NE				
3561.28	BAL				
	ALBUQUERQUE NM 87107				
PS060119926	WARREN CAT	INV#PS060119926 PARTS/SUPPLIES	402252012	29723	188.68
188.68	TOT\$				
	PAID				
	PO BOX 842116				
188.68	BAL				
	DALLAS TX 75284 2116				
W060067434	WARREN CAT	D89 DOZER PRECLEANER HOSE REPAIR	402252012	29972	1671.14
1671.14	TOT\$				
	PAID				
	PO BOX 842116				
1671.14	BAL				
	DALLAS TX 75284 2116				
PS060120032	WARREN CAT	INV#PS060120032 CUTTING EDGES	402252012	29976	2129.10
2129.10	TOT\$				
	PAID				
	PO BOX 842116				
2129.10	BAL				
	DALLAS TX 75284 2116				
107649757	WEX BANK	FUEL - DWI	426752010	29787	21.02
19645.27	TOT\$	FUEL - CAPULIN FD	407412076	29787	50.96
	PAID	FUEL - REF	410532076	29787	663.55
	BAL	FUEL - MAINTENANCE	401032011	29787	84.24
19645.27	BAL	FUEL - MANAGERS	401022011	29787	89.44
	CAROL STREAM IL 60197 6293	FUEL - ROAD DEPT	402252044	29787	15725.10
		FUEL - SHERIFF	401082011	29787	2974.17
		FUEL - CAPULIN EMS	412612076	29787	36.79
963793	WILLOW SPRINGS AUTO TINT	SHERIFF VEHICLE WINDOW TINT	605922081	29957	600.00
600.00	TOT\$				
	PAID				
	300 N. 2ND ST.				
600.00	BAL				
	RATON NM 87740				
3377	WINGO TIRE	INV#3377 BALANCE/ROTATE	412612076	29967	75.43
75.43	TOT\$				
	PAID				
	P.O. BOX 112				

INVC#	Name	Description	Line Item	PO#	Amount
75.43	BAL	DES MOINES NM 88418			
1837917	4 RIVERS EQUIPMENT	INV#1837917 FILTERS/SERVICE	402252012	29950	2839.88
2839.88	TOT\$				
PAID	PO BOX 913509				
2839.88	BAL	DENVER CO 80291 3509			
1832811	4 RIVERS EQUIPMENT	INV#1832811 5 CASES GREASE	402252076	29895	495.74
495.74	TOT\$				
PAID	PO BOX 913509				
495.74	BAL	DENVER CO 80291 3509			
14240677	4IMPRINT, INC.	INV#14240677 MAGNETIC TOWELS	401082036	29877	423.82
423.82	TOT\$				
PAID	25303 NETWORK PLACE				
423.82	BAL	CHICAGO IL 60673 1253			

TOTAL INVOICING 403385.01

#55.25 Bobby Longwill-Raton training meals



Clayton Kiesling
Chair
Justin Bennett
Member
Lloyd Miller
Member

PO Box 430
Clayton, NM 88415
(575)374-8896
(575)374-2763 Fax
www.unionnm.us

Brandy Thompson
County Manager

Stephen C. Ross
County Attorney

Inventory Items for Disposition

- 2001 Chevy Impala VIN # 2G1WF55K319298592 – junked
- Water Fountain Union County Courthouse Inventory Tag #48

DONE at Clayton, County of Union, this 18th day of August, 2025.

UNION BOARD OF COUNTY COMMISSIONERS

Clayton Kiesling, Chairman

Justin Bennett, Member

Lloyd Miller, Member

ATTEST:

Devian Fields, County Clerk

Health Care Assistance
for October 2025

APPLICANT	UCGH	UCRHC	Hass Funeral	Total
1 Arellano, Rafael			\$1,000.00	\$1,000.00
Totals	\$0.00	\$0.00	\$1,000.00	\$1,000.00

Amount	Approved	Denied	Late Approved	Applicant	Income Guideline	Income	Residency	House Hold #
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1	\$ 1,000.00	\$ 1,000.00		Arellano, Rafael (deceased)				
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Total	\$ 1,000.00	\$ 1,000.00						
		1 claim						