BOARD OF UNION COUNTY COMMISSIONERS REGULAR MEETING

AGENDA

January 11, 2022

9:00 a.m.

- Call to order 1.
- 2. Pledge of Allegiance
- 3. Approval of agenda and minutes
- 4. **Hospital Report**
- 5. Discussion/Possible Action Items
 - i. Resolution 2022-18 Open Meetings Policy
 - ii. Resolution 2022-19 Board of Finance
 - Resolution 2022-20 Investment Policy iii.
 - iv. Resolution 2022-21 Checking Accts.
 - Resolution 2022-22 Interest Bearing Deposits \mathbf{v} .
 - Resolution 2022-23 FY 23 DWI Grant vi.
 - vii. Resolution 2022-24 Budget Increase Capulin Fire
 - viii. Resolution 2022-25 2022 Road Audit
 - MOU UC/Capulin Fire MOU National Parks ix.
 - JPAs LEPF Village of Des Moines, Folsom, and Grenville x.
 - Discussion Winter Road Ordinance xi.
 - Discussion Wind Ordinance xii.
 - xiii. Legislative Luncheon
 - xiv. Organizational Structure/Salary Study update
 - Discussion CAD/RMS system xv.
 - xvi. **Road Crossing Permits**
 - Inventory Items Disposition Road Department International Water Truck xvii.
 - xviii. Approval of Bills
 - Healthcare Assistance Approval of Claims xix.
 - xx. County Travel Requests
 - Courthouse Renovations xxi.
 - Jail agreement with neighboring counties xxii.

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

Adjourn

As of 1/6/2022

UNION COUNTY, NM DOCUMENT #202200030

01/6/22 04:51:55 PM

BY Devian Fields

1 of 1

BOARD OF UNION COUNTY COMMISSION REGULAR MEETING December 14, 2021

BOARD MEMBERS PRESENT:

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

OTHERS PRESENT:

Clerk Brenda Green Manager Brandy Thompson Assessor Hollie Sandoval

Sheriff James Lobb **Undersheriff Chris Schear** Fire Coordinator Jim O'Bryant

Road Superintendent Russell Kear

GUESTS:

Tammie Stump - CEO, Union County General Hospital

Melissa Prante – CFO, Union County General Hospital

Clint Harden – Union County/TOC Lobbyist

Kathy Elliot – Clint Harden and Associates

Raymond Mondragon – EPCOG Vincent Soule - EPCOG Hannah Larkin – Invenergy

Suzy Hutcherson Corina Vandeberg

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 Kiesling moved to approve the agenda, the regular meeting minutes of November 9, 2021, and the special meeting minutes of December 2, 2021. Chairman Bennett stepped down as chairman due to Commissioner Hall's absence for the December 2nd meeting, and seconded. There was no further discussion. Vote: ALL AYE. The minutes were signed.

HOSPITAL REPORT

Tammie Stump, CEO, reported on statistics for October. Before the meeting, the "County Commissioner Monthly Hospital Report, Union County General Hospital, Tammie Stump, CEO, December 14, 2021", was distributed to the board. Items covered included the following (but not limited to the following): 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.

Melissa Prante, CFO, reported on financials for October. Before the meeting, the "Clayton Health Systems, Inc. Union County General Consolidated Executive Financial Summary, 4th month FYE 2022", and, the "Clayton Health Systems November 29, 2021 MOR Notes to Consolidated Financial Statements, Period ending October

31, 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.

At 9:20 a.m., Commissioner Kiesling moved to go into Executive Session Pursuant to NMSA 1978, Section 10-15-1(H) 2 – Limited Personnel Matters. Commissioner Hall seconded. There was no further discussion. VOTE: Commissioner Hall – AYE, Chairman Bennett – AYE, Commissioner Kiesling – AYE, ALL AYE. Motion carried.

At 9:44 a.m., Commissioner Kiesling moved to come out of Executive Session, and affirmed that matters discussed in the closed session were limited only to those specified in the motion for closure. No action was taken during the closed session. Commissioner Hall seconded. There was no further discussion. VOTE:

Commissioner Kiesling – AYE, Chairman Bennett – AYE, Commissioner Hall – AYE, ALL AYE. Motion carried

DISCUSSION/POSSIBLE ACTION ITEMS RESOLUTION 2022-16 HOLIDAY SCHEDULE 2022

A proposed resolution of 2022 holidays to be observed by Union County employees.

<u>Commissioner Hall moved to approve Resolution 2022-16, Union County Holiday Schedule. Commissioner Kiesling seconded.</u> There was no further discussion. VOTE: ALL AYE. Resolution signed.

CLINT HARDEN AND ASSOCIATES

Clint Harden and his associate Kathy Elliot did not present to the Commission, as they are presenting at the Joint Communications meeting later this morning.

RESOLUTION 2022-17 PARTICIPATION AGREEMENTS OPIOID LITIGATION

A proposed resolution authorizing Union County to enter into settlement agreements with McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. to resolve the County's pending litigation consolidated and currently pending in the Northern District of Ohio, in re: Opioid Litigation, MDL 2804, and authorizing the county manager to execute on behalf of the county all documents necessary or proper to effectuate the county's participation in the settlement agreements.

Commissioner Kiesling moved to approve Resolution 2022-17 as presented. Commissioner Hall seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

MET TOWER APPLICATIONS

There were no MET tower applications presented for approval.

At 9:51 a.m., the meeting recessed for a short break prior to attending the Joint Communications meeting. At 12:22 p.m., the meeting resumed, and then recessed for lunch. At 2:10 p.m., the meeting resumed.

ROAD CROSSING PERMITS

There were no road crossing permits presented for approval.

INVENTORY ITEMS DISPOSITION-ROAD DEPARTMENT INTERNATIONAL WATER TRUCK

There were no inventory items presented for disposition.

APPROVAL OF BILLS

Bills in the amount of \$236,795.75 were presented for review.

Commissioner Kiesling moved to approve bills in the amount of \$235,795.75. 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.

COUNTY TRAVEL REQUESTS

There were no county travel requests.

JAIL AGREEMENTS WITH NEIGHBORING COUNTIES

There were no jail agreements presented.

ROAD SUPERINTENDENTS REPORT

Road Superintendent Kear reported on the following (but not limited to the following): Road projects are ongoing throughout the county; Conditions are extremely dry; Equipment maintenance is ongoing; Operating issues with the new crusher; New employees are moving forward with acquiring their CDLs.

FIRE COORDINATOR/EMERGENCY MANAGER REPORT

Fire Coordinator O'Bryant reported on the following (but not limited to the following): All fire departments are prepared for the Red Flag Warning weather days that are starting tomorrow; Required annual training classes will begin after the first of the year; The Mutual Aid Agreement with National Parks is progressing; Proposed legislative bill regarding private land owner prescribed burn permits.

COUNTY MANAGER REPORT

Mgr. Thompson reported on the following (but not limited to the following): Proposed Commission meeting dates for 2022; Quote for installation of an automatic door opener for the Administration Building; Requested guidance for moving forward with the County Winter Road Ordinance. Mgr. Thompson was instructed to

acquire additional quotes for the automatic door opener. The road ordinance and wind ordinance will be discussed at the next meeting.

ELECTED OFFICIALS REPORTS

Undersheriff Schear presented a request to utilize budgeted salary for a currently vacant deputy position for vehicle repairs and equipment upgrades, thereby avoiding a budget increase. The Commission agreed with this request, no motion was required. Chairman Bennett expressed support of the Sheriff's office acquiring the E-Force CAD software program.

Assessor Sandoval reported Chief Deputy Newton and Mapper Callis recently completed their second certification course, with two courses remaining to become New Mexico Certified Appraisers. The Assessor's office along with Veteran Services will be hosting a Veterans Outreach on Jan 5, 2022, from 9:00 a.m. to 1:00 p.m. Interested persons will need to bring their DD214 to confirm status.

Commissioner Kiesling reported on the following (but not limited to the following): The NERTPO member list needs to be updated; UCCDC is officially disbanded; Recently completed courses for his New Mexico Certified County Commissioner Designation thru NMEDGE, and will graduate via ZOOM on Friday.

ADJOURN: At 2:50 p.m., Commissioner Hall moved to adjourn. Commissioner Kiesling seconded. There was no further discussion. Vote: ALL AYE. Motion carried.

Meeting Announcements: The next regular meeting will be held on Tuesday, January 11, 2022 at 9:00 a.m. The next Joint Communication meeting will be held on Tuesday, March 8, 2022, 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. G	reen – County Clerk	Walter C. Hall - Member

JOINT COMMUNICATIONS MEETING TOWN – COUNTY – CLAYTON MUNICIPAL SCHOOL DISTRICT TUESDAY DECEMBER 14, 2021

UNION COUNTY COMMISSION BOARD MEMBERS PRESENT:

Chairman Justin K. Bennett

Commissioner Clayton F. Kiesling

Commissioner Walter C. Hall

TOWN OF CLAYTON COUNCIL MEMBERS PRESENT:

Trustee Coby Beckner

TOWN OF CLAYTON COUNCIL MEMBERS APPEARING VIA ZOOM:

Trustee Judy Steen

OTHERS PRESENT:

Clerk Brenda Green

County Mgr. Brandy Thompson

Mayor Ernest Sanchez

Assessor Hollie Sandoval

Sheriff James Lobb

Undersheriff Chris Schear

Fire Coordinator Jim O'Bryant

TOC Fire Chief Justin Drumm

Judith Cooper

TOC/Union County Lobbyist Clint Harden

Kathy Elliot – Clint Harden and Associates Raymond Mondragon – EPCOG Vince

Vincent Soule - EPCOG

Hannah Larkin – Invenergy

Suzy Hutcherson

Corina Vandeberg

Ken Clark – E-Force

OTHERS APPEARING VIA ZOOM:

Scott Julian – TOC Police Chief

Stephanie Arellano – TOC

Katherine Barnes – TOC

April Gallegos – Clayton/Union County Chamber of Commerce

Mayor Sanchez called the meeting to order at 9:58 a.m. in the Union County Community Room, located in the Union County Administration Building. The Pledge of Allegiance was recited.

APPROVAL OF AGENDA

Mayor Sanchez called for the approval of the agenda. No additions or amendments were made.

Commissioner Kiesling moved to approve the agenda. Councilor Beckner seconded. There was no further discussion. VOTE: ALL YES. Agenda approved.

DOCUMENT APPROVALS

Mayor Sanchez called for the approval of the meeting minutes of September 14, 2021.

<u>Councilor Beckner moved to approve the minutes. Commissioner Kiesling seconded. There was no further discussion. VOTE: ALL YES. The minutes were signed.</u>

VISITORS

There were no visitors introduced.

NEW BUSINESS

KEN CLARK E-FORCE

Ken Clark, VP of sales for E-Force, gave an overview and demonstration of his company's Computer Aided Dispatch software program. Additional features which all county agencies can utilize were discussed, and questions were answered. Most of the surrounding counties use this software program, making inter-agency communication much more efficient. Those in attendance expressed desire to move forward with acquiring this software program.

COMMUNICATIONS INFRASTRUCTURE

Mgr. Thompson, Undersheriff Schear, TOC Fire Chief Drumm, and Fire Coordinator O'Bryant gave an overview of recent evaluations of communication issues throughout the county. There are areas around the county that do not have communications, due to rough terrain, and lack of towers, repeaters, and other equipment. Acquiring towers is cost prohibitive. The rural fire departments are considering using satellite phones as a temporary solution. The sheriff's office is upgrading to more powerful radios. Solving communication issues will continue to be an ongoing joint effort between all entities.

CLINT HARDEN AND ASSOCIATES

Clint Harden and Kathy Elliot gave an overview of the upcoming legislative session. A lengthy discussion followed. The capital outlay process was reviewed, and the possibility of funding for various county projects was discussed. Statewide redistricting is the focus of the current special session, no changes for Union County.

RAY MONDRAGON AND EPCOG

Raymond Mondragon and Vincent Soule of Eastern Plains Council of Governments gave an overview of current projects and the upcoming legislative session. The Ports-to-Plains project is once again being considered by US Transportation, Housing and Urban Development. COVID restrictions for attendance of the January Legislative session was shared. Proof of vaccination will be required. Mgr. Thompson announced the Legislative Luncheon will be held on January 24, 2022 at the Inn & Spa at Loretto in Santa Fe.

REPORTS

TOC Mgr. Lucero gave an update on the Beech Street project.

MEETING ANNOUNCEMENT

The next regular Joint Communications meeting will be Tuesday, March 8, 2022 at 10:00 a.m., in the Community Room at the Union County Administration Building.

ADJOURNMENT

At 12:22 p.m., Commissioner Kiesling moved to adjourn. Commissioner Hall seconded. There was no further discussion. VOTE: ALL YES. Motion carried.

UNION COUNTY TOWN OF CLAYTON UC Chairman Justin K. Bennett TOC Trustee Coby Beckner TOC Trustee Judy Steen TOC Trustee Judy Steen ABSENT TOC Trustee Leroy Montoya TOC Trustee Deano Arellano SEAL Clayton Municipal School District Ray Maestas, Superintendent

CLAYTON HEALTH SYSTEMS

DECEMBER 27, 2021 MOR

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Period Ending November 30, 2021

INCOME STATEMENT:

- 1. Gross patient revenue for November is \$1.5M; \$51k < budget; \$29k > PY.
- 2. Total net patient revenue for the month, after CA was \$1.0M.
- **3.** Total other revenue for November is \$175k.
- **4.** County tax subsidy revenue is \$80k.
- 5. Total MTD net operating revenue is \$1.2M; 6k <budget; 182k > PY.
- **6.** Operating expenses for November are \$1.4M; 182k > budget; 305k > PY.
- 7. Operating loss of \$116k and EBIDA loss \$48k.
- 8. YTD, we have an operating income of \$62k and EBIDA of \$400k.

YTD Budget to Actual Variances is as follows:

Gross Patient Revenue is over budget by \$687k.

Total Net Operating Revenues are over our YTD budget by \$39k.

Total Operating Expenses are **over** YTD budget by \$338k.

Salary/Benefits are over budget YTD by \$287k.

Professional fees/Purchased Services are under budget by \$34k.

Pharmacy, Medical, Other Supplies are over budget by \$96k.

Other operating expenses (postage, subscriptions, dues, licenses, taxes, maintenance, lease, utilities, travel, and education) are **over** budget by \$17k. Includes physician recruiting, audit invoices and 340B management fees.

Depreciation and Interest are under budget by \$28k.

BALANCE SHEET:

- **9.** UCGH had cash and cash equivalents of \$2.8M.
- 10. November had CD balances total \$926k.
- 11. AR Mill Levy and GRT balance \$860k.
- **12.** Net Patient AR is \$1.73M.
- 13. AP Manual accruals is \$142k.
- **14.** Estimated 3rd party settlements \$210k for 2020 CR, \$1.46M for MAAP a total of \$1.67M.
- 15. CR for 2021 has an estimate of \$25k receivable.
- 16. November Days Cash on Hand is 54 days.

Union County General Consolidated

Executive Financial Summary

5th Month FYE 2022

Unaudited

KEY STATISTICS					
	11/30/21	11/30/21	YTD	YTD	YTD
	ACTUAL	BUDGET	ACTUAL	BUDGET	VARIANCE
Total Admissions	12	16	90	69	21
Total Patient Days	86	79	394	397	(3)
Average Length of Stay Total	7.17	4.94	4.38	5.75	1.38
Total Emergency Room Visits	164	143	805	715	90
Outpatient Visits (NOT CLINIC)	560	491	3,362	2,452	910
Total Surgeries	2	3	15	16	(1)
Total Surgeries Total GI Procedures	5	6	31	33	(2)
STATEMENT OF REVENUE AND EXPENS	ES - YTD				
	11/30/21	11/30/21	YTD	YTD	YTD
REPORTED IN THOUSANDS	ACTUAL	BUDGET	ACTUAL	BUDGET	VARIANCE
Revenue:					
Gross Patient Revenues	\$1,509	\$1,560	\$8,488	\$7,801	687
Deductions from Revenue	(516)	(597)	(3,448)	(2,986)	(462)
Net Patient Revenues	993	963	5,040	4,815	225
Other Revenue	255	291	1,267	1,453	(186)
Total Net Revenues	1,248	1,254	6,307	6,268	39
Expenses:					
Salaries & Benefits	811	630	3,435	3,148	(287)
Professional Fees	32	40	205	202	(3)
Purchased Services	102	118	552	589	37
Supply Expenses	109	99	589	493	(96)
Other Operating Expenses	242	222	1,126	1,109	(17)
Depreciation & Interest Expense	68	73	338	366	28
Total Expenses	1,364	1,182	6,245	5,907	(338)
OPERATING MARGIN	(116)	72	62	361	(299)
NET MARGIN	(\$116)	\$72	\$62	\$361	(\$299)
EBIDA	(\$48)	\$145	\$400	\$727	(\$327)

		Audited
	1	Auaitea
11/30/21	11/30/20	06/30/20
\$4,916	\$6,906	\$8,844
8,298	9,129	9,082
945	(1,123)	(2,594)
14,159	14,912	15,376
2,151	1,672	920
\$16,310	\$16,584	\$16,296
\$2,940	\$4,953	\$4,843
2,895	2,968	2,991
5,835	7,921	7,834
10,475	8,663	8,462
\$16,310	\$16,584	\$16,296
•	\$,298 945 14,159 2,151 \$16,310 \$2,940 2,895 5,835 10,475	8,298 9,129 945 (1,123) 14,159 14,912 2,151 1,672 \$16,310 \$16,584 \$2,940 \$4,953 2,895 2,968 5,835 7,921 10,475 8,663

UNION COUNTY

UNION COUNTY ADMINISTRATION PO BOX 430 CLAYTON NEW MEXICO 88415

Board of Commissioners Justin Bennett Clayton Kiesling Walter C. Hall

Brandy Thompson
County Manager
The Law Office of Stephen C. Ross P.C.
County Attorney

OPEN MEETINGS ACT POLICY FOR UNION COUNTY

RESOLUTION NO. 2022-18

A SPECIAL RESOLUTION TO CONCLUDE AND DETERMINE IN WHAT MANNER REASONABLE NOTICE SHALL BE GIVEN TO THE PUBLIC RELATIVE TO THE FORMULATION OF PUBLIC POLICY, DISCUSSION OF PUBLIC BUSINESS, OR WHEN FORMAL ACTION IS TAKEN BY THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NEW MEXICO, OR ANY OF ITS AGENCIES, AUTHORITIES, COMMISSIONS, COMMITTEES, OR OTHER POLICY-MAKING BODIES.

WHEREAS, NMSA 1978, Section 10-15-1 *et seq.* (1953), the Open Meetings Act, provides in relevant part that, "... the formation of public policy or the conduct of business by vote shall not be conducted in a closed meeting ..." and that "... meetings of a quorum of members of any board, commission or other policy-making body of any county held for the purpose of formulating public policy, including the development of personnel, policy, rules, regulations, or ordinances discussing public business or for the purpose of taking any action within the authority or the delegated authority of any board, commission or other policy-making body, are declared to be public meetings open to the public at all times, except as otherwise provided in the Constitution or the provisions of the Open Meetings Act ...";

WHEREAS, the Open Meetings Act further provides in material part that "... any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meetings, shall be held only after reasonable notice to the public ..." and "... the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body..."; and

WHEREAS, the Board of County Commissioners of Union County, as the "affected body" and by virtue of this Resolution, intends to comply with the requirements of the Open Meetings Act and further, the Board of County Commissioners herein determines reasonable notice to the public of its meetings for the upcoming calendar year as contemplated by the Open Meetings Act.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF UNION, NEW MEXICO that:

SECTION 1: REGULAR AND SPECIAL MEETINGS: NOTICE. Notice of any and all regular and special meetings of the Board of County Commissioners shall be posted three (3) days in advance of any meeting. For purposes of the preceding sentence and this resolution generally, a "meeting" is a meeting of a quorum of members of the Board of County Commissioners or boards, agencies, authorities, commissions, committees, or other policy-making bodies operating under the authority of the Board of County Commissioners, that is held for the purpose of formulating public policy, conducting business by vote, formulating public policy, discussing public business or taking any action within the authority of or the delegated authority, or as otherwise specified in NMSA 1978, Section 10-15-1(A) and (B). Notice of a meeting shall also be provided to broadcast stations licensed by the federal communications commission and newspapers of general circulation that have provided a written request for such notice pursuant to NMSA 1978, Section 10-15-1(D). In addition, there shall be made available to the general public and interested persons a copy of the agenda for each meeting, which shall be filed, recorded and posted in the office of the County Clerk of Union County, New Mexico, at least three (3) days prior to the meeting. The agenda shall also be posted at the same time on the Union County website (unionnm.us). Each meeting notice shall include an agenda containing specific items of business to be discussed or transacted at the meeting or information on how the public may obtain a copy of such agenda. Except for emergency items, the Board of County Commissioners shall take action only on items appearing on the agenda. The Board of County Commissioners may give notice of its annual meeting schedule in lieu of individual meeting notices so long as the schedule is published as described above; in this instance, agendas of each meeting must be filed, recorded, posted, and placed on the Union County internet website as provided herein.

<u>SECTION 2: REGULAR MEETINGS, SCHEDULE AND LOCATION.</u> Regular meetings shall be held on the second Tuesday of each month and shall begin at the hour of 9:00 a.m. Regular meetings shall be held in the County Commission Chambers in Clayton, New Mexico. Nothing shall prohibit the Board of County Commissioners from rescheduling a regular meeting with notice as described in Section 1, herein.

<u>SECTION 3: SPECIAL MEETINGS, SCHEDULE AND LOCATION.</u> Special meetings may be held as needed upon notice described in Section 1, herein. A special meeting may be held in the County Commission Chambers in Clayton, New Mexico, or some other location specified in the notice.

<u>SECTION 4: APPLICABILITY.</u> This resolution shall apply to each meeting of a quorum of each board, commission, committee, agency, authority or other policy-making body operating under the authority of the Board of County Commissioners.

<u>SECTION 5: EMERGENCY MEETINGS, NOTICE.</u> Notwithstanding any provision contained herein, the Chairman of the Board of County Commissioners or a majority of the commissioners may call an emergency meeting of the Board of County Commissioners to consider an emergency matter. "Emergency" refers to unforeseen circumstances that, if not addressed immediately by the

public body, will likely result in injury or damage to persons or property or substantial financial loss to the public body. Emergency meetings may be conducted at a time or place designated by the person or persons calling the meeting. Notice of such emergency meeting shall be that which is reasonably practicable under the circumstances existing, but at a minimum must include posting of the agenda in advance of the meeting, and notice to local broadcast stations and newspapers of general circulation of such meeting; the notice given may be either written or oral. Within ten (10) days of taking action on an emergency matter, the Board of County Commissioners shall report to the Attorney General's office the action taken and the circumstances creating the emergency, except where the emergency has also resulted in the declaration of a state or national emergency.

<u>SECTION 6: CLOSED MEETINGS.</u> Notwithstanding any provision contained herein, the Board of County Commissioners may call or close a meeting for the purpose of discussing the following items:

- (1) Issuance, suspension, renewal or revocation of a license;
- (2) Limited personnel matters, including the discussion of hiring, promotion, demotion, dismissal, assignment or resignation of or the investigation or consideration of complaints or charges against any individual public employee;
- (3) Deliberations in connection with an administrative adjudicatory proceeding; for purposes of this subparagraph, an administrative adjudicatory proceeding is a proceeding brought by or against a person before a public body in which individual legal rights, duties or privileges are required by law to be determined by the public body after an opportunity for a trial-type hearing;
- Bargaining strategy preliminary to collective bargaining negotiations between the Board of County Commissioners and a bargaining unit representing the employees of the County, and collective bargaining sessions during which the Board of County Commissioners and the representatives of the collective bargaining unit are present;
- (6) Purchases in an amount exceeding two thousand five hundred dollars (\$2,500) that can be made only from one source, and discussions concerning competitive sealed proposals solicited pursuant to the Procurement Code;
- (7) Meetings subject to the attorney-client privilege pertaining to the threat of litigation or pending litigation in which Union County is or may become a participant;
- (8) The acquisition or disposal of real property or water rights; or

(9) Those portions of meetings of committees or boards of public hospitals where strategic and long-range business plans or trade secrets are discussed.

If a meeting is closed for any of the foregoing reasons, the closure, if made in an open meeting, shall be approved by a majority vote of a quorum of the Board of County Commissioners; the authority for the closure and the subject to be discussed shall be stated with reasonable specificity in the motion calling for the vote on the closed meeting; the vote shall be taken in an open meeting and the vote of each individual member shall be recorded in the minutes. Only those subjects announced or voted upon prior to closure by the policymaking body may be discussed in a closed meeting. If a closure is called for when the Board of County Commissioners is not in an open meeting, the closed meeting shall not be held until three (3) days' notice of the meeting is given which states the specific provision of the Open Meetings Act authorizing the closed meeting and stating with reasonable specificity the subject to be discussed.

No action may be taken during a closed meeting.

Following completion of any closed meeting, the minutes of the open meeting that was closed or the minutes of the next open meeting if the closed meeting was separately scheduled shall state that the matters discussed in the closed meeting were limited only to those specified in the motion for closure or in the notice of the separate closed meeting. The statement shall be approved by the Board of County Commissioners.

SECTION 7. MINUTES. The Board of County Commissioners, and any boards, agencies, authorities, commissions, committees, or other policy-making bodies operating under the authority of the Board of County Commissioners shall keep written minutes of all its meetings, except those meetings closed in compliance with Section 6 of this Resolution. The minutes shall include, as a minimum, the date, time and place of the meeting, the names of members in attendance and those absent, the substance of the proposals considered and a record of any decisions and votes taken which show how each member voted. All minutes shall be open to public inspection. Draft minutes shall be prepared within ten (10) working days after the meeting and shall be approved, amended or disapproved at the next meeting where a quorum is present. Minutes shall not become official until approved by the Board of County Commissioners.

<u>SECTION 8. ADDITIONAL NOTICES.</u> Notwithstanding any provision contained herein, the Chairman of the County Commission may establish such additional notice as he may deem necessary and advisable under the circumstances.

<u>SECTION 9. CITIZENS' FORUM.</u> Meetings of the Board of County Commissioners shall include on the agenda for each Regular Meeting an item entitled "Citizens Forum" wherein citizens may express any views or issues of concerns to the Commission and Union County citizens; provided, however, that in order to allow the County Manager, staff, and Commission to respond adequately to citizens comments, interested citizens who wish to address the Commission in the Citizens Forum may be required to provide the Union County

Administrative staff with notice of the substance of the proposed comments at least two (2) days prior to scheduled meetings.

<u>SECTION 10.</u> RESCINDING PRIOR RESOLUTIONS. Resolution No. 2021-24 amended, adopted on January 12, 2021 is hereby rescinded and superseded by this Resolution. Any prior resolutions concerning public notice under the Open Meetings Act are hereby rescinded and superseded by this resolution.

PASSED, ADOPTED, APPROVED AND SIGNED THIS 11TH DAY OF JANUARY 2022.

	BOARD OF UNION COUNTY COMMISSIONERS
ATTEST	
SEAL	Chairman
	Member
	Member
Brenda Green, County Clerk	 k



Justin Bennett
Chair
Clayton Kiesling
Member
Walter Hall
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

RESOLUTION NO. 2022-19

BE IT FURTHER RESOLVED that the following officers or their successors are authorized to order the deposit or withdrawal of monies in the local short-term investment fund until the authority is revoked by action of the <u>Board of Union County Commissioners</u> and written notice of such action is received by the State Treasurer.

CHAIRMAN SIGNATURE:			
MEMBER SIGNATURE:			
MEMBER SIGNATURE:			
Passed and adopted by the Board of Union Co January 11th, 2022.	ounty Commissioners, S	State of New Mexico), on
ATTEST			
SEAL			
Brenda Green, County Clerk			

RESOLUTION NO. 2022-20

A RESOLUTION BY THE UNION COUNTY BOARD OF FINANCE ESTABLISHING THE UNION COUNTY INVESTMENT POLICY.

WHEREAS, at a meeting of the Union County Board of Finance held on January 11th, 2022 the following was among the proceedings; and

WHEREAS, the Board of County Commissioners of Union County is the Union County Board of Finance pursuant to NMSA 1978 Section 6-10-8; and

WHEREAS, the Union County Board of Finance desires to adopt and establish the Union County Investment Policy as set forth in Exhibit "A", which is attached and incorporated by reference.

NOW THEREFORE BE IT RESOLVED that the attached Union County Board of Finance Investment policy is hereby adopted, and that all past resolutions and policies pertaining to Investment Policy are hereby revoked, permanently rescinded and superseded.

Done this 11th day of January, 2022.

	BOARD OF FINANCE OF UNION COUNTY, NEW MEXICO
ATTEST	
SEAL	Chairman
Brenda Green, County Clerk	Member
	Member

EXHIBIT "A"

UNION COUNTY BOARD OF FINANCE INVESTMENT POLICY

1. INTRODUCTION: This investment policy applies to all financial assets of Union County including the General Funds, Special Revenue Funds, Capital Projects Funds, Enterprise Funds, and Agency Funds:

This resolution establishes policy for the prudent investment of Union County's Funds, and to maximize the efficiency of the County's cash management system. The goal of this policy is to protect public funds and to invest County funds in a manner that insures the safety of the investment, that provides for adequate liquidity, and that maximizes investment income after providing for safety and liquidity.

- 2. DELEGATION OF AUTHORITY: The County Treasurer, by and with the advice and consent of the County Board of Finance, has ultimate authority over the investment of public funds as outlined in this policy and is, hereby, designated Investment Officer. The Investment Officer shall be responsible for all investment transactions and shall maintain the system of controls outlined in this policy to regulate investment activities. The County Board of Finance may designate any other administrative county official to act as representative or liaison between the County Treasurer and the Board.
- 3. PRUDENT MAN RULE: Prudence to be applied by the Investment Officer shall be in accordance with NMSA 1978 Section 6-8-10, which states: "Investments... shall be made with the exercise of that degree of judgment and care, under circumstances then prevailing, which men of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."
- <u>4. ETHICS AND CONFLICT OF INTEREST:</u> Investment officials shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could affect or impair their ability to make impartial investment decisions.
- <u>5. INTERNAL CONTROLS</u>: The County Treasurer as the Investment Officer shall document and maintain the system of internal controls. The internal controls shall be reviewed by the County Board of Finance as required, and with independent auditors on an annual basis. The County Treasurer shall review the system of controls periodically to ensure compliance and effectiveness.
- <u>6. REPORTING:</u> The safekeeping report, pro-rata distribution report and investment report shall be compiled monthly and published along with the Treasurer's monthly financial statement.
- <u>7. INVESTMENTS:</u> All sinking funds or money remaining unexpended from the proceeds of any issue of bonds or other negotiable securities, by law, entrusted to the care and custody of the Treasurer and all money immediately necessary for public use may be invested in interest bearing

deposits with banks and savings and loan associations within the geographical boundaries of the County. All funds available for investment with local banks and savings and loan associations must be equitably distributed according to the net worth of each institution in accordance with NMSA 1978 Section 6-10-9. If any bank or savings and loan association within the geographical boundaries of the County declines to accept any part of their pro-rata share of County funds, a written notice of such shall be obtained by the Investment Officer. The funds that are declined shall be considered excess and may, with the approval of the County Board of Finance, be invested in those securities authorized by the laws of the State of New Mexico including:

- 1. Certificates of Deposits
- 2. United States Treasury Bills, United States Bonds and United States Notes.
- 3. Bonds or negotiable securities of the State of New Mexico or any County, Municipality or School District.
- 4. Short term investments under the supervision of the State Treasurer as per NMSA 1978 Section 6-10-10.1 (also see NMSA 1978 Sections 6-10-10 and 6-10-44).
- <u>8. COLLATERALIZATION:</u> In an effort to safeguard against the failure of financial institutions the following criteria shall apply to all investments: ALL COLLATERAL SHALL BE BASED ON 50% COLLATERALIZATION
- <u>9. BANKS SELECTION:</u> Public money may be invested with banks and savings and loan associations, having their main or a staffed branch office within the geographical boundaries of the County, which have qualified as public depositories by reason of insurance of the account by an agency of the United States, or by depositing collateral security or United States Treasury Bills.
- 10. SAFEKEEPING AND CUSTODY: No public funds to be invested in negotiable securities or loans to financial institutions fully secured by negotiable securities at current market value shall be paid out unless there is a contemporaneous transfer of securities, at the earliest time industry practice permits, but in all cases settlement shall be on a same day basis either by physical delivery or in the case of uncertificated securities, by appropriate book entry on the books of the issuer to the purchaser or to a reputable third-party safekeeping financial institution acting as agent or trustee for the purchaser, which agent or trustee shall furnish timely confirmation to the purchaser. NMSA 1978 Section 6-10-10(M) The Investment Officer shall prepare the safekeeping report on a monthly basis.

RESOLUTION NO. 2022-21

A RESOLUTION DESIGNATING THE COUNTY CHECKING ACCOUNT DEPOSITORY

WHEREAS, by law of the State of New Mexico, the checking account of Union County must be deposited in one or more banks or savings and loan associations; and

WHEREAS, this Commission is required by law to designate the checking account depository or depositories each year at its first meeting in January, and

WHEREAS, the Board of Union County Commissioners, acting as the County Board of Finance considered all local qualified depository banks for checking account services for the calendar year 2022, and Farmers and Stockmens Bank and New Mexico Bank and Trust were deemed by this Commission to be the qualified depositories.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Union County, New Mexico that Farmers and Stockmens Bank, New Mexico Bank and Trust and any other banks deemed qualified as pursuant to New Mexico Statutes shall be named as the checking account depository banks for Union County for the calendar year 2022.

BE IT FURTHER RESOLVED that all past resolutions and policies pertaining to County Checking Account Depository are hereby revoked, permanently rescinded and superseded.

ADOPTED THIS 11th DAY OF JANUARY 2022.

	BOARD OF UNION COUNTY COMMISSIONERS COUNTY OF UNION, NEW MEXICO
ATTEST	
SEAL	Chairman
	Member
Brenda Green, County Clerk	Member

RESOLUTION NO. 2022-22 UNION COUNTY

A RESOLUTION LISTING QUALIFIED DEPOSITORIES AND RULES REGARDING THE DISTRIBUTION OF COUNTY INTEREST BEARING DEPOSITS

WHEREAS, by the laws of the State of New Mexico, the funds of Union County held in interest bearing deposits shall be equitably distributed among the various banks and savings and loan associations in Union County duly qualified to receive such funds, and

WHEREAS, the Board of County Commissioners of Union County sitting as a County Board of Finance, is required to determine the qualifications of banks and savings and loan associations to receive deposits of public funds;

THEREFORE, BE IT RESOLVED, that the following financial institutions doing business with main or manned branch offices in the County of Union, State of New Mexico are hereby declared to be qualified as depositories of public monies pursuant to the requirements of NMSA 1978 Section 6-10-36, and other applicable statutes: FARMERS AND STOCKMENS BANK, NEW MEXICO BANK AND TRUST.

BE IT FURTHER RESOLVED, that in order to apportion the deposits of Union County equitably and pursuant to law and the regulations of the Department, the Treasurer of Union County is instructed to apportion the interest-bearing deposits of Union County among the qualified depository banks and savings and loan associations having main or manned branch offices within Union County in proportion to their net worth, as defined in NMSA 1978 Section 6-10-36.

For purposes of the distribution of funds, the County Treasurer is authorized to use net worth figures given orally from officers of the qualified financial institutions shall be those which will appear on their semi-annual reports, subject to review and adjustment when the official reports are released, so long as the financial institution has not, to the knowledge of the Union County Treasurer, within the past two years, given oral net worth figures different from those subsequently appearing on its official semi-annual reporting period. The Treasurer is also authorized to use that financial institution's net worth figure from the previous semi-annual report in calculating an equitable distribution of Union County's deposits. In the event the Treasurer believes the current net worth of such institution to be substantially less than in its previous semi-annual report, he/she may withhold funds from such financial institutions until current reliable net worth figures are provided.

BE IT FURTHER RESOLVED, that all past resolutions and policies pertaining to qualified depositories and policies and rules regarding the distribution of County time deposits are hereby revoked, permanently rescinded and superseded.

PASSED, APPROVED AND ADOPTED THIS 11th DAY OF JANUARY, 2022.

	OF UNION COUNTY, NEW MEXICO
ATTEST	
SEAL	Chairman
Brenda Green, County Clerk	
	Member
	Member

COUNTY OF UNION

Resolution No. 2022-23

A 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.

WHEREAS, the Legislature enacted Section 11-6A-1 through 11-6A-6 NMSA (1978) as amended to address the serious problems of Driving While Intoxicated in the State; and

WHEREAS, a program is established to make grant and distribution funding available to counties and municipalities for new, innovative or model programs, services or activities to prevent or reduce the incidence of DWI, alcoholism and alcohol abuse; and

WHEREAS, the county DWI planning council and other governmental entities approval must be received in order to apply for grant and distribution funding; and

WHEREAS, the County along with participating agencies is making application to the Department of Finance and Administration, Local Government Division for program funding.

NOW THEREFORE, BE IT RESOLVED by the governing body of the County of Union that the County Chairperson on behalf of the County and all participating entities is authorized to submit an application for Distribution and Grant program funding under the regulations established by the Local Government Division.

APPROVED AND ADOPTED by the governing body at its meeting of January 11th, 2022.

	BOARD OF COMMISSIONERS
	County Commission Chairperson
Attest:	
Brenda Green	DWI Planning Council Representative

UNION COUNTY Resolution No. 2022-24

Authorization of Union County to expend Capital Outlay for Capulin Fire (407) (DFA #20900) budget increase

WHEREAS, Union County is requesting an increase to the Capulin Fire Dept Capital Outlay line item

WHEREAS, The Capulin Fire Dept has received permission to purchase a Type 6 fire apparatus and adjustments are as follows:

Budget Increase

Fund	Description	From	To
DFA#20900	Capulin Fire Dept Fund (407)		
	Capulin Fire Protection Funds	\$74,500	
407-41-2028	Capital Outlay		\$74,500

NOW THEREFORE, BE IT RESOLVED that after the approval of the Union County Board of Commissioners, and the Department of Finance and Administration the above Budget Increase be made.

DONE at Clayton, County of Union this 11th day of January, 2022

BOARD OF COMMISSIONERS - UNION COUNTY

ATTEST:	Justin Bennett, Chairman
	Clayton Kiesling, Member
Brenda Green, County Clerk	 Walter Hall, Member



Justin Bennett
Chair
Clayton Kiesling
Member
Walter Hall
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

Resolution #2022-25 2022 Road Audit

We, the Board of Commissioners, County of Union, New Mexico do hereby certify to the best of our knowledge that Union County has 1,188.105 miles of county-maintained roads.

Passed, adopted and approved, this 11th day of January, 2022, at the regularly scheduled meeting of the County of Union Board of Commissioners.

BOARD OF COMMISSIONERS - UNION COUNTY

		Justin Bennett, Chairman
	,	Clayton Kiesling, Member
ATTEST		Walter Hall, Member
Brenda Green, County Clerk		

		I Cal EOEE			
ROUTE NAME	FROM:	10:	Maint. Miles R	Maint. Miles Rd Width Roadway	Comments
				Surface	
Adobe	From Jct Seneca/SR 406 3 mi E	N to SR 406	1.977	20	3 Bladed well maintained
Alamos	From Campbell Rd 3 mi E SR 370 then S	W to SR 370	5.413	20	4 Bladed well maintained
Alope	From Seneca 2 mi S on SR 406	E to end of route	0.876	20	4 Bladed well maintained
Amisdad	From Des Moines 3.5 mi W	S to end of route	1.074	20	4 Bladed well maintained
Amistad Road	From Amistad School	E to Jct SR 402	0.617	20	4 Bladed well maintained
Anderson	From Jct SR 402/Clapham Rd W 1 mi	N to Craft Rd	4.005	20	4 Bladed well maintained
Analin	From Jct SR 402/SR 65 W 5 mi	NW 2 mi.	2.075	16	3 Bladed Fair
Angus	From Seneca	W 2 mi N 1 mi to end of route	3.029	22 3 & 4	Bladed well maintained
Antelope Springs	Jct SR 402/SR 109 9 mi W to Horse Lake Rd	To end of county maintenance	9.076	20	3 Bladed well maintained
Apache Valley	From Clayton E on US 56/412 2.3 mi	N to end of route	0.145	18	2 Bladed well maintained
Archuleta	From Des Moines US 87/64 .07 mi. W	SW to end of route	0.655	18	4 Bladed well maintained
Arena	Begins at Hayden, NM	Ends Thru Hayden, NM	0.525	16	4 Bladed well maintained
Armijo	From Grenville 10 mi S SR 453 19 mi W on				
The state of the s	Sofia Rd	N to end of route	0.558	20	3 Bladed well maintained
Atchiev	From Grenville 12.5 mi S on SR/453 then W	N to Sofia Rd	11.535	20	4 Bladed well maintained
Atencio	From Seneca 10 mi N then W	to SR 370	16.715	20	4 Bladed well maintained
Bada	From Gladstone 2 mi W	S to end of route	3.306	20	3 Bladed well maintained
Baird	Jct SR 402/SR 417	N to end of route	1.544	16	3 Bladed Fair
Barbell	From Clayton 12 mi W on US 56/SR 412	N to end of route	1.584	16	3 Bladed well maintained
Barney	From Clayton 17 mi W on US 56/SR 412	S to Pennington Rd	13.257	22	4 Bladed well maintained
Barnhart	From Sedan 1 mi E to Perkins Rd S 2 mi	2 mi E to end of route	1.995	18	3 Bladed well maintained
Bates	From Clayton 9 mi S SR 402 1 mi W on				
	Toney Rd	S to end of route	0.607	22	4 Bladed well maintained
Beamer	Jct SR 402/SR 421 E 1 mi	S to end of route	0.494	18	3 Bladed well maintained
Beard	From Gladstone 2 mi S 2 mi E on Roney	S to end of route	0.835	16	3 Bladed well maintained
Bechtel	From Ok St Line SR 456 20 mi W	S to end of route	6.475	20	4 Bladed well maintained
Belcheff	From Jct Sofia/Jones S then W then N	To Jct with Sofia Rd	3.969	18	3 Bladed well maintained
Bell	From Clayton US 87/64 3 mi SE	SW to end of route	1.227	22	4 Bladed well maintained
Bella	From Clayton US 56/412 6 mi W	N to intersection of Heringa Rd	2.069	20	3 Bladed well maintained
Bennett	From Des Moines 4 mi W on US 87/64	N to end of route	1.328	20	4 Bladed well maintained
Biffle	From Sofia N 1 mi to Jones Rd	W/N to Gallegos Rd intersection	10.654	22	3 Bladed well maintained
Birdwell	From Seneca 1 mi W on Angus Rd	N to Campbell Rd intersection	1.007		4 Well Maintained
Bison	From Capulin on SR 325 N 0.5 mi	E to end of route	0.12		4 Well Maintained
Black Mesa	From Ok St Line 5.5 mi on SR 456	N/W/S to SR 456	698'9	22	4 Bladed well maintained
Black Jack	From Jct SR 453/US 56/412 13 mi E	1 mi W to Wiley Rd intersection	1.118	22	4 Bladed well maintained
Blind Gap	From Grenville 1 mi E on Sand Mesa then				
	1 mi N on Irwin Rd	E/N to Weatherly Rd	9.554	20	3 Bladed well maintained
BlueFront	From Jct SR 562/Lovato Rd W	To end of route	12.355	22	4 Bladed well maintained
Boggs	From Jct SR 421/SR 402 N 5 mi both E/W	E To St Line Hwy W to Anderson Rd	10.096	22	4 Bladed well maintained

	The state of the s		1900	10	a Bladed well maintained
Bolinger	From Clayton 6 mi SE on US 87/64	N to end of route	1000	0 0	o Diadod well maintained
Bolz	From Jct SR 402/Robertson Rd	S to end of route	1.022	18	
Boot	Begin in Mt. Dora, NM	Ends thru Mt. Dora, NM	0.069	16	4 Bladed well maintained
Britt	From Jct Harding Co Line and Sr 420				
	Then S 3 mi and E 1.50 mi on lone Rd	Then S 2 mi E 1.75 mi to lone Rd intersection	3.745	20	
Browder	From Jct SR 562/Clapham Rd W and S 3.50 mi	N to end of route	5.969	20	
Brown	From Des Moines appox. 15 mi on Ridge Rd	N to end of route	0.623	16	
Brvan	From Gladstone 1 mi S on Gladstone Rd	E to end of route	1.519	18	3 Bladed well maintained
Bick	From Clayton N 20 mi on SR 370	NE to end of route	0.166	16	4 Bladed well maintained
Bullard	From Gladstone 1 mi E on US 56/412	N 1 mi and W 1 mi to end of route	2.043	18	
Burrows	Jct SR 402/Campsev Rd 2 mi E then 1 mi S on McKay Rd	SE to end of route	2.391	22	3 Bladed well maintained
Bush		E to end of route	0.415	18	3 Bladed Fair
But	From Jct SR 562/SR 402 1 mi E on Plainview	S to end of route	0.247	16	4 Bladed well maintained
Cain	From Jct SR 102/SR 402 1.5 mi N	W to end of route	1.565	22	4 Bladed well maintained
Callis	From Jct SR 402/Boaas Rd - 3 mi E	N and S both sides to end of route	10.805	22	3 Bladed well maintained
Campbell	From Seneca 1 mi N on SR 406				
	then W/N/W/S/W/	N to end of route	31.508	22 3 & 4	Bladed well maintained
Campsev	From Clayton 6.5 mi S on SR 402	E to Texas State Line	7.804	22	4 Bladed well maintained
Can Do	From .lct Koder Rd/Romero Rd 1 mi E	N to end of route	0.197	18	3 Bladed Fair
Cantle	From Jct Koger Rd/SR 402 2 mi W	S to end of route	1.209	22	4 Bladed well maintained
Codar Crook	From Grenville 12 5 mi S on SR 453	E to Heringa Rd intersection	10.401	22 3 & 4	Bladed well maintained
Cerrito Blanco	From Jet 56/412/SR 120 5.50 mi S	SE to Pasamonte Rd intersection	5.413	22	4 Bladed well maintained
Changa	From 1rt SR 325/SR 370 5 mi S	W to end of route	0.576	20	3 Bladed well maintained
Croods Chanel	From Jet SR 406/Seneca Rd 4 mi F	S to end of route	2.454	20	3 Maintained
Circh		W to end of route	0.583	18	3 Bladed well maintained
Clarkan	From Clayton 18 mi S on SR 402	W cross Thomas Hwy then W and S to Thomas Hwy	11.333	22	4 Bladed well maintained
Cornav	From Capulin 3.5 mi N on SR 325	N/ W to SR 325	5.74	20 3 & 4	Bladed well maintained
Comma	From Jct SR 406/Campbell Rd 3 mi W 1 mi N	N/E/N to Antencio Rd intersection	9.95	22	4 Bladed well maintained
Cottonwood	From Clayton 2 mi W on US 56/412	S to end of route	0.734	22	4 Bladed well maintained
County Line	From Capulin 3 mi S on Kiowa Rd	then			
	0.5 mi W on Wrangler Rd	S to end of route	5.994	22 3 & 4	Bladed well Maintained
Cowan	From Jct SR 402/Boggs Rd 6 mi E	S to end of route	12.042	22 3 & 4	Bladed well Maintained
Craft	E of Jct SR 562/Kyea Rd	E to Anderson Rd	4.993	22	4 Bladed well Maintained
Creiahton	From Clayton 14 mi S on SR 402	W to end of route	0.263	22	3 Bladed well Maintained
Cross	From Folsom 20 mi E on SR 325	N to end of route	1.02	16	3 Bladed Fair
Cliates	22 Mi N SR 406- 5 mi E	N then W to Pacheco Rd	4.977	20	4 Bladed well Maintained
Cirt Off	From 1ct SR 402/SR 120 S	S to Thompkins Rd	0.852	20	4 Bladed well Maintained
D.Bar	From 1ct 11S 87/65/ Kennedv Rd 5.5 mi S	E to end of route	2.92	18	4 Bladed well Maintained
leide	From 1ct Sr 456/Bechtel Rd 2 70 mi F	S to end of route	0.415	16	4 Fair
Daves		S to Bluefron Rd	9.242	20	3 Bladed well Maintained
David Place	From Jet SR 551/SR 456 3 mi E	S to end of route	0.856	18	3 Bladed Fair
Davis	From Jct Wiley Rd/Cedar Creek Rd S/W 0.45 mi	Then S/E to Wiley Rd intersection	0.814	16	
Dead End	From Gladstone 4 mi 3 on US 56/412	N to end of route	3.298	16	3 Bladed Fair
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Oivio	From 1ct Texas Statel ine/Plainview Bd 1 mi S	W to end of route	0.88	16	3 Bladed Fair
Doak	From Jct 56/412/SR 120 6 mi S to				
	Cerrito Blanco Rd	S/E to end of route	1.045	18	3 Bladed well Maintained
Dogie	From Jet SR 552/Reeser Rd 2 mi W	N to end of route	0.993	18	3 Bladed Fair
Doberty	From Folsom 1 5 mi E on SR 456	E to end of route	0.435	16	3 Bladed Fair
Don Carlos	From Gladstone 5 mi N on Grinde Rd	7 mi N/E to Sofia Rd	7.718	22	3 Bladed well Maintained
Echo Canvon Road	From SR 370/Pacheco Rd 0.5 mi N 1 mi E	N to end of route	2.08		3 Bladed well maintained
Drew	From Folsom 1.75 mi NW on SR 72	SW to end of route	0.377	18	4 Bladed Fair
Edmondson	From Jct US 87/64/Weatherly Rd 10 mi E				
	then S 0.25 mi on Severo Rd	SE to end of route	1.369	18	3 Bladed well Maintained
Eklund	From Jct SR 370/Alamos Rd 1.5 mi E	S to end of route	2.009	16	
El Valle Escondido	From Jct SR 456/SR 406 4 mi S	S to end of route	3.677	18	
Elam	From Jct Sand Mesa/Weese Rd 2 mi N	E to end of route	1.997	18	3 Bladed Fair
Ellis	From Des Moines 4.5 mi W on US 87/64	Then N 1 mi			
	on Bennett Rd	N to end of route	0.991	18	4 Bladed well Maintained
Emery Rd	From Clayton 1.25 mi S on SR 402	W to end of route	0.209	18	4 Bladed well Maintained
Emery Gao	From Jct SR 456/SR 551 N 3.50 mi on SR 551	N/W to end of route	1.441	18	3 Bladed Fair
Entrania Springs	From Jct SR 402/Robertson Rd 2 mi W	N/W to end of route	2.667	18	3 Bladed well Maintained
Erickson	From Jct SR 402/SR 421 1 mi S on 402	W to end of route	1.099	18	4 Locked Gate
Esquivel	From Clayton on US 56/412 2 mi E	N to end of route	0.116	18	
Farber	From Jct US 56/412 Pennington Rd 2 mi S	W to end of route	0.577	16	3 Bladed Fair
Feeder	From Jct Oklahoma StateLine/US 56/412	S to Rinker Rd	1.51	18	3 Bladed Fair
Flovd	From Jct Kennedy Rd/Wrangler Rd S 2 mi	W to end of route	-	20	4 Maintained
Fluhman	From Clayton 5 mi W on US 56/412	S to end of route	0.179	18	
Forrester	Jct SR 420/lone Rd S 3 mi on lone Rd	SW to Harding County Line and end of county Maintenance	1.255	18	3 Bladed Fair
Furlow	From Clayton 14 mi S on SR 402 E 2 mi on Boggs Rd	Then N 1 mi E 4 mi crossing SR 402 to Anderson Rd	5.003	20	3 Bladed well Maintained
Gable	From Jct SR 411/Seneca Valley Rd 1 mi E	S to end of route	0.405	16	4 Bladed well Maintained
Gallegos	From Grenville 0.5 S on SR 453	Loop W then N to US 87/64	27.365	20 3 & 4	Bladed well Maintained
Gallagher	From Jct Us 56/412/Pasamonte Rd 13 mi S	SW to end of route	2.433	18	3 Bladed Fair
Gan	From Jct of Harding County Line/Gap Rd	N to end of route	1.025	18	3 Bladed Fair
Garcia	From Jct SR 370/Campbell Rd 6 mi W	N to end of route	1.199	18	3 Bladed Fair
Gardner	From Jct SR 402/SR 362 3 mi W	S to Wisdom Rd	2.011	20	3 Bladed well Maintained
Gearv	From Jct of Knowles Rd/Oklahoma Line Hwy N 0.20 mi	Then N 1.1 mi to end of road	1.7	20	3 Bladed Fair
Gilbert	From Jct Irwin Rd/Sand Mesa Rd 2 mi N	E/N to Campbell Rd intersection	266.0	20	3 Bladed well Maintained
Gladefone	From Jet US 56/Gladstone Rd S	S to end of County Maintanance	6.19	22 3 & 4	Bladed well Maintained
Gonzales	From 1ct of Bluefront Rd/Daves Rd 3 mi N	N/W to Barney Rd	5.338	18	3 Bladed Fair
Constant	From .lct SR 456/SR 402 6 mi W	S/W to end of route	1.905	18	3 Bladed Fair
Goodvear	From Gladstone 2 mi N on Grinde	W to end of County Maintenance	2.008	20	3 Bladed well Maintained
Grande	From Jct US 87/64 Gallegos Rd 1.5 mi	S to end of route	0.752	20	4 Bladed well Maintained
Green	Jct SR 402/Leavitt Rd 2.5 mi W	S to end of route	0.563	18	
Grinde	From Gladstone North	To end of route	13.244	20	3 Bladed well Maintained
Grine	From Jct Miera Rd/Pennington Rd S 1.3 mi	W to end of route	1.373	18	
Hall	From Amistad 0.5 mi E to Ricketson Rd 0.5 mi S	E to Romero Rd	4.329	20	3 Bladed well Maintained

Hamilton	From Jct. SR 456/SR 370 4 mi S on SR 370	W to end of route	1.234	20	4 Bladed well Maintained
Hardesty	From Jct SR 551/SR 456 15 mi E onto Long				
Language and the same and the s	Canyon Rd 5 mi	N/W to end of route	1.477	16	
Harrie	From 1ct SR 406/SR 456 1 mi S	SW to end of route	8.427	20	3 Bladed well Maintained
Landon	Erom 1ct SR 402/SR 102 6 mi W	N/E to SR 102	11.524	22	4 Bladed well Maintained
Hagier	From Clayton on 11S 56/419 7 mi E	S to end of route	0.439	18	3 Locked Gate
Loimon	From Let SB 102/Hayden Bd 2 mi S	W/N to SR 102	7.204	18	3 Bladed well Maintained
Loring	From Clayton 3 mi W on US 56/412	N/W to US 87 in Mt. Dora	20.036	22	4 Bladed well Maintained
	From Clayfon 1 mi on 11S 56/412	N to Mays Rd	0.305	20	4 Bladed well Maintained
dojiillu Jingoo	From 14 11S 87/64 & Royce Rd 3 mi N	W to end of route	2.171	18	3 Bladed Fair
Tillides	From Creaville 11S 87/64 4 mi W	N to Severo Rd	5.884	20	4 Bladed well Maintained
ווווווווווווווווווווווווווווווווווווווו	From Let SR 402/Clanbam Rd 5 mi W	S/W to SR 402	4.099	20 3 & 4	Bladed well Maintained
חסוומווס	From Sedan 2 mi Fron SR 421	N to Boags Rd - S to Lobb Rd	900'9	20	4 Bladed well Maintained
Tollinati	FIGURE CONTRACTOR AND	S to end of route	0.276	18	3 Bladed Fair
Hoosegow	Crow 1st Co 100/Londing Co Line	S to Antelone Springs Rd	4.12	20	3 Bladed well Maintained
norselake	Figure Follow CE 4.75 mi on CB 325	S/W to end of route	2.586	16	3 Bladed well Maintained
norsesnoe	Nim C to Material Oct of the series	N/F to end of route	0.369		Locked Gate
Huney	F10111 3CL St 3/ 0/Callippell Nd 2 IIII in	S to Quay Co Line	10.115	22 3 & 4	Bladed well Maintained
lone	724 VIO VA HILL 11 V24 VIO 100 HIGH	N +0 Complete Da	2.998	20	3 Bladed well Maintained
Irwin	From Grenville to Sand Iwesa mi E	N to Campbell to	1.163	18	3 Fair
Jacobs	Springs Rd 4 mi	מות מו ומתוב	830	4	3 Fenced Off
Jesus Mesa	From Jct SR 370/SR 465 4 mi E	N/W to Spool Kd	0.003	2 4	3 Bladed Fair
Johnson	From Jct Weese Rd/Sand Mesa 2 mi W	S to end of route	77:1	01	
Jinete	E of Des Moines on US 87/64 0.75 mi.	W to end of route	0.466	18	3 Bladed Fair
Jones	From Jct Sr 453/Sofia Rd 10 mi W	N to Gallegos Rd	7.518	20	
Jordan	From Clayton US 56/412 8 mi W	S to end of route	2.775	20	
Koor	Let SR 370/Campbell Rd 1 mi N	E to end of route	0.538	20	4 Bladed well Maintained
Konnody	From Des Moines 11S 87/64 5 mi W	S to Colfax Co Line	13.459	22	4 Bladed well Maintained
Kimblo	From 14 11S 87/64/Royce Rd 3.5 mi N	W to end of route	2.329	20	4 Bladed well Maintained
Kiowa	From Capulin S	To Wrangler Rd	2.905	20	4 Bladed well Maintained
Knowles	.ict SR 406/Adobe Rd 1 mi N	E/S to Okla St Line	7.984	22 3 & 4	Bladed well Maintained
Koehn	.1ct SR 402/Boaas Rd 3 mi E	N to end of route	0.261	18 3 & 4	Bladed Fair
Koder	From Jct SR 402/Amistad Rd 5 mi E	N to end of route	7	3	Bladed well Maintained
Krizan	From Gladstone 2.5 mi S on Grinde Rd	S to end of route	2.256	20 3 & 4	Bladed well Maintained
Кура	From Jct Reeser Rd/SR 456	W to end of route	2.184	20	3 Bladed well Maintained
larga	From Capulin 1 mi S on Kiowa Rd	W to end of Maintenance	0.584	16	3 Bladed well Maintained
l pript	From 1ct SR 406/Booster Station 1.5 mi E	S to end of route	0.629	18	3 Bladed well Maintained
רמוומו		Ends thru Havden	0.636	16	4 Bladed Fair
Lasso	100901 11 1007001 17 NR 452/115 56 3 mi F	S to end of route	1.912	16	3 Bladed Fair
Laugo	Enter 14 IIS ASIOIDRIA BA 1 A mi F	S to end of route	3.155	20 3 & 4	Bladed well Maintained
Laugnter	From Clayon SB 402 5 mi S	W to US 56	7.618	22 3 & 4	Bladed well Maintained
Leavill	TIOI CIRVINI CO. 201 TO	O to Doublit Do	4.204	22	4 Bladed well Maintained
Lechner	From Jos SK 402/SK 417 Z IIII E	N to end of route	0.383	22	3 Bladed Fair
Liberty	From Jot Promit Rainerins Rais IIII E	N to ond of route	1.152	16	3 Bladed Fair
Like	From Jct 456/SheepPen Kd 5.5 N VV	N IO GIIG OI IOGG			

				0,	podiotaing flow balance
Lobb	From Jct SR 421/Lechner Rd 1 mi S	E to State Line	6.094	20 (S bladed well Maillianied
Lonetree	From Clayton 5 Mi E on US 87/64	N to end of route	0.858		3 Bladed Fair
Long Canyon	From Jct SR 370/SR 456 6.5 mi W	N to Colorado State Line	10.411	20 3 & 4	
Long Road	From Jct Maverick Rd/SR 370 1 mi W	S to SR 370	1.466	18	3 Bladed well Maintained
000	From Mt. Dora Village	Thru Mr. Dora Village	1.329	20 1 & 2	Bladed Fair
Lovato	From .lct SR 562/Bluefront Rd S	S back to meet Bluefront Rd	10.11	20 3 & 4	Bladed well Maintained
OWN	From Havden S	To Antelope Springs Rd	1.941	16	3 Bladed Fair
l um	From 1ct SR 406/SR 410 3 mi N	W to end of route	0.788	16	2 Bladed Fair
Major Creek	From let Clanham Rd/Holland Rd 2 mi S	To end of route	0.419	18	3 Bladed well Maintained
Malison	From Jet SR 72/Miligan Rd N	E to end of route	0.506	16	4 Bladed Fair
Malaio	let of Colfax Co Line/Kennedy Rd 1 mi E	S/W to Colfax Co Line	2.92	18	3 Bladed Fair
Mandala	From Des Moines 2 5 Mi W on US 87/64	S to end of route	0.96	16	4 Bladed well Maintained
Mansker	From Jet Campsey Rd/Redger Rd 3 mi S	E to State Line	1.018	18	3 Blladed Fair
Marghez	From Jet ServeroRd/Hittson Rd 2 mi E	S to end of route	1.132	18	4 Bladed Fair
Martinez	From Jet US87/64 Severo Rd 2 mi E	S to end of route	0.662	16	3 Bladed Fair
Mayorick	From Let SR 370/Atencio Rd 2 mi N	E to Pacheco Rd	3.214	18	3 Bladed well Maintained
Maye	W from Clayton US 56/412 Edge of Clayton	W to end of route	5.267	20	4 Bladed well Maintained
McKav	From Jet SR 401/Campsev Rd 2 mi	S Then E to Redger Rd	6.252	20384	Bladed well Maintained
McNaughten	From Folsom North	N to end of route	2.097	18	3 Bladed Fair
Mesa View	From Clayton US 56/412 1.5 mi E	N to end of route	0.184	16384	Bladed Fair
Miera	Ict Pennington Rd/Poling Ln 1 mi W	N to end of route	0.836	16	3 Bladed Fair
Miller	From Jct SR 406/Atencio Rd 5 mi W	N to end of route	1.655	16	4 Bladed well Maintained
Millikon	From Folsom SR 72.3 mi NW	N to end of route	3.527	18	4 Bladed well Maintained
Mock	From SR 406/Alone Rd	E/S to end of route	1.655	16	3 Bladed well Maintained
Mockinghird	From 1ct 11S 56/412/1 onation Rd 0.5 mi E	S to end of route	1.031	16	2 Blaided Fair
Modrali	From Jet 120/Cerrito Blanco Rd 1.5 mi W	S to end of route	0.499	16	3 Bladed Fair
Mondragon	From Des Moines 2 Mi W on US 87/64	S to end of route	0.26	16	4 Bladed Fair
Montano	From 1rt Barney Rd/Pinahetes Rd 2 mi SW	W to end of route	0.675	16	3 Bladed Fair
Morrow	From Capulin 3 mi N on SR 325	W to end of route	1.288	20	4 Bladed well Maintained
Mountain View	From Clayton 2.5 mi E to	Jct US 56/412/Prairie View Rd			
	S 0.25 mi on Prairie View Rd	E/W to Dr Michael Jenkins Rd	0.922	22	2 Bladed well Maintained
Musick	From Jct US 56/412 Rawhide Rd 0.5 mi S	W to end of route	0.116	16	
Newlon	From Jct SR 402/Boags Rd E 7 mi	S to SR 421	5.019	22	4 Bladed well Maintained
Nikkel	From Jct SR 402/Furlow Rd 1 mi W	S to Boggs Rd	1.002	18	3 Bladed well Maintained
II din	From . Ict SR 402 / Amistad Hwv 0.30 mi S	W to Hayden Rd Rd	4.986	20	4 Bladed well Maintained
avN.	In Mt. Dora. NM	Thru Mt. Dora, NM	0.126	18	4 Bladed well Maintained
Oak Canyon	From Jct SR 456/SR 551 1 mi S	W to end of route	2.078	18	3 Bladed well Maintained
Old Baker	From Jct Barnev Rd/Daves Rd 2 mi S	W to end of route	0.615	18	3 Bladed well Maintained
Oldfield	From Clayton 7.5 mi W on US 56/412	S to end of route	2.298	18	4 Bladed well Maintained
Oliver	From Jct SR 406/US 56 N	E to Okla State Line	6.957	22	4 Bladed well Maintained
O'Neal	From Jct SR 562/Lovato Rd 1.5 S	S/W back to Lovato Rd	5.204	18	4 Bladed well Maintained
Outfitters	From Jct Kennedy Rd/Wrangler Rd S 1 mi	E to end of route	0.418	16	4 Bladed Fair
Pacheco	Jct SR 370/Atencio Rd 3 mi E	N/W back to SR 370	16.527	18384	Bladed well Maintained

Dachta	From Jct US 87/64/Weatherly Rd 3 mi E	N to end of route	1.01	16	3 Bladed Fair
Parman	From Jct SR 401/Robertson Rd 2 mi W	1 mi S to end of route	1.084	16	3 Bladed Fair
Dasamonte	1ct Pasamonte Rd/US 56/SR 412 S	To Harding Co Line	16.164	22 3 & 4	Bladed well Maintained
Pennington	From 1ct SR 453 11S 56/412 1 mi E	S to Bluefront Rd	21.059	20	4 Bladed well Maintained
Perion Creek	From Mt Dora 2 mi S on Heringa Rd	E/S back to Heringa Rd	7.945	20	4 Bladed well Maintained
Dorking	1 mi F of Sedan	S to Proffitt Rd	4.012	20	4 Bladed well Maintained
Derechhacher	From 1ct SR 402/SR 102 2 mi N	W/S to Bueyeros Hwy	4.981	18	3 Bladed well Maintained
Discord	3 mi F from Clayton on US 56/64	N to end of route	0.205	16	3 Bladed well Maintained
Dinahatas	From 1rt Barnev Rd/Daves Rd 2 mi W	NW to end of route	1.558	16	3 Bladed Fair
Pinace	From Let State Line Hww/Sedan Hwy	S 4.10 miles	4.10	22	3 Bladed Fair
Dispussion	Erom Ict QR Ano/QR 562	E to State Line	690'6	18 3 & 4	Bladed well Maintained
Dodzemov	From Let Callis Rd/Boggs Rd 1 mi S	E to end of route	0.796	18	2 Bladed well Maintained
Dogue	From Clayton US 56/412 6.5 mi W	S to end of route	1.246	20	4 Bladed well Maintained
Dotter	From .lct SR 406/Savre Rd 0.25 mi N	E to end of route	0.546	18	3 Bladed well Maintained
Prairie View	From Clayton 2 mi F on US/56	S to Mountain View Rd intersection	0.263	22	2 Bladed well Maintained
Drairie Dale	From 1ct Cornimpa Rd/Cambbell Rd 2 mi E	2 mi N Back to Corrumpa Rd	2.022	20	4 Bladed well Maintained
Drice	From 1ct SR 370/Alamos Rd 1 mi W	N to End of Route	0.277	16	4 Bladed well Maintained
Proff#	From .lct SR 421/1 echner Rd 4 mi S	E to State Lline/Richardson Rd	6.097	20	3 Bladed well Maintained
Dropopor	From Clayton 5 mi N on US 87/64	S to Mays Rd	2.124	20	4 Bladed well Maintained
Poor	8 mi F on Weatherly Rd	S to end of route	2.093	20	4 Bladed well Maintained
Distort	From 1ct 11S 56/412/Rawhide Rd	S 1.50 mi on Rawhide W to end of route	0.183	16	4 Bladed well Maintained
During	From Des Moines 1.5 mi N on SR 325	N to end of route	4.19	18	3 Bladed well Maintained
r ul ville	From 1rt SB 406/Sr 456 4 mi NW	NE to end of route	1.317	18	3 Bladed well Maintained
Control	From Clayton 2 5 mi F on 118 56/412	N to end of route	0.153	16	3 Bladed Fair
Rabbil Ear	F1011 Clayton 118 87/64 3 mi S	SF to end of route	2.434	22	4 Bladed well Maintained
Railei 33	The Caylotte Date of the Control of	S to end of route	0.43	16	3 Bladed Fiar
Kainbow	FIGHT SCLONZIMITING INDUSTRIAL	S to end of route	0.445	16	3 Fair
Kanch		S to end of route	1.604	22	4 Bladed well Maintained
Rawnide	From 14 SR 406/Dampsey Rd 7 mi F	S to Plainview Rd	4.251	20 3 & 4	Bladed well Maintained
Dood	From Village of Mt Dora	Thru Village of Mt. Dora	0.242	18	4 Bladed well Maintained
Resser	From 1ct SR 562/SR 406 7 mi W	W to end of route	3.784	18	3 Bladed Fair
Rhoton	From .lct SR 406/Campsev Rd 5 mi E	S to Plainview rd	4.39	183&4	Bladed Fair
Piete	From Capulin 75 mi F	N to end of route	0.477	16	3 Bladed Fair
Dichardeon	From Let Proffit Rdt/Sneer Rd 2 mi E to State Lilne	S to end of route	1.591	18	3 Bladed Fair
Rickateon	From 1ct SR 406/Tompkins Rd 3 mi E	N to Speer Rd, S to Koger Rd	8.762	22	4 Bladed well Maintained
Ridge	From Des Moines Villiage Limit N	To SR 370	27.14	20	4 Bladed well Maintained
Dife	From Des Moines US 87/64. 24 mi W	N to end of route	0.382	16	4 Bladed well Maintained
Rinchone	From .1ct 11S 56/412 Wiley 1.25 Mi W	S to end of route	5.389	18	4 Bladed well Maintained
Binker	From .lct US 87/64/Mockinabird Rd 0.35 mi. NE	E to Feeder Rd	2.179	20	3 Bladed well Maintained
Rijev	From Clayton 20 mi W on US 56	N to end of route	0.354	18	2 Bladed well Maintained
Robertson	From Jct SR 402/Bolz Rd	W to lone Rd	8.976	20	4 Bladed well Maintained
Robinette	From Jct Browder Rd/Clapham Rd	W to end of route	3.855	16	3 Bladed well Maintained
Rockledge	From Clayton US 87/64 3 mi NW	N to end of route	1.479	16	3 Bladed Fair

Rodeo	From Clayton US 56/412 1.5 E	N to end of route	0.127	16	4 Bladed Fair
Romero	From Jct Ricketson Rd/Koger Rd 4 mi E	S to Centerville Hwy	10.739		3 Bladed Fair
Donow	From Gladstone 2 mi S on Gladstone Rd	E/S/E to Yates Hwy	8.808	20 3 & 4	Bladed well Maintained
Rolley	From 1st 100 87/64/Dronshorn Rd 2 mi NW	N to Campbell Rd	15.061	22 3 & 4	Bladed well Maintained
Royce	From 14 SB 402/SB 562 5 mi W	N to end of route	0.543	16	3 Bladed well Maintained
Kussell	FIGHT 3CL 3N 402/3N 302 3 111 VV	E to US 56/412	3.16	22	4 Bladed well Maintained
Saddle Modifiant	From 1st Invite Rd/Camphell Rd 1 mi W	W to end of route	966.0	16	3 Bladed well Maintained
Salid Cleek	From Clayton & 5 mi S on SR 402	W to end of route	2.167	20	4 Bladed well Maintained
Salid Diaw	FIGHT Crayton Co. Co. Co. To.	F to Weese Rd	7.236	22	3 Bladed well Maintained
Sand Mesa	From 14 SR 406/FI Valle Escondido Rd 175 N	NW to end of route	1.876	20	4 Bladed well Maintained
Sayle	FIGHT 3CL 3X 400/EL Valle Escondisco XX 110 X	N to end of route	0.85	16	2 Locked Gate
Schäner	Tion of Droffit Raffowar Rd 2 mi South	W to end of route	3.318	16	3 Bladed Fair
Scott	FIGHT SCL FIGHT NO COWRITTY A FILL COURT	F to Purvines Road	1.012	16	3 Bladed Fair
Seaton	FIGURE SERVICES STILL OF SECTION	W to end of route	0.61	16	3 Bladed Fair
Sedan Cemetery	FIGHT SCHOOL STATE TO THE TAIL	F to Knowles Rd	5.226	20	4 Bladed well Maintained
Seneca	rioii Selleca I III S	115 56/412	8.787	18	4 Bladed well Maintained
Seneca valley	FIGHT ON STELLING Z HILLY	W/N to Weatherly Rd	11.293	20 3 & 4	Bladed well Maintained
Severo	From 1d St 456/like Rd 2 mi NW	N to end of route	6.599	18	3 Bladed well Maintained
סוובבה ו בוו	From Cladetone Courts 4 a mi	W to end of route	0.507	16	3 Bladed well Maintained
Shugari	From 14 11S 87/84/Kennedy Rd 2.5 mi S	E to end of route	0.332	16	3 Fair
Oct. 10		Around Sierra Grande Restaurant			
Sierra Grande	in Des Moines 118 87/64	In Des Moines US 87/64	0.127		Not Bladed
	III Des Mollies OO 07/04	N to end of route	0.841	16	3 Bladed Fair
SIX K	FIGHT 3CL SK 3/ 0/Faculette Nd 4 mil E	SW to Pacheco Rd	18.24	18 3 & 4	Bladed Fair
Sidari Caliyon	From Let Weatherly Ref.Materbole Ref.4 mi F	NW To end of route	0.823	16	3 Bladed Fair
Smith		E to end of route	2.737	20	4 Bladed well Maintained
Snyder	From Jot SK 455/30lia Nu 4 lili 3	To Coffax Co line	30.897	18	3 Bladed well Maintained
Sotia	From Mr. Dola W	S and E to State Line	4.764	22	3 Bladed well Maintained
Soggy	From Amistad Rd to hall Rd Z till E	S/F to end of route	5.53	18	3 Bladed Fair
South Fork	TOTAL SECTION OF SECTION OF A SECTION OF SEC	W to end of route	0.213	18	3 Bladed Fair
Sowers	Erom 14 Dorking Delongfit Rd 1 mi T	S to Ricketson Rd	5.692	16	4 Driveway
Speel		N toeEnd of route	6.257	22	4 Bladed well Maintained
Spool C	From Let Mostharly Pd(Parhts Rd 3 mi F	Loop Thru Ranch	0.59	18	3 Bladed well Maintained
Springrilli	From let SP 456/SP 406 0 75 mi F	N/E to end of route	0.72	16	3 Driveway
Sport	From Jet SR 402/Richatson Rd 1.5 mi S	W to end of route			,
מנסמת	Roth FAM	E to Callis Rd	7.851	22	4 Bladed well Maintained
Ctorono	From 14 SP 100/Hayden Rd 1 75 mi S	W to end of route	0.835	18	4 Bladed well Maintained
Stimin	From Let SR 406/Saddle Mountain Rd 2 mi E	N to Booster Station Highway	2.908	18	3 Bladed well Maintained
Stone		W to end of route	0.993	18	4 Driveway/Private Dr
Stonehaven	From Jct SR 402/Nile E Rd 3 mi W	S to end of route	1.858	18	3 Fair
Sumpter	From Jct SR 456/Hoosegow.25 Mi. NW	E to end of route	0.864	16	3 Gate Closed
Swagerty	From Jct US 56/412/Wiley 2 mi NW	N to Heringa Rd	2.013	20	3 Bladed well Maintained
Teepee	At edge of City Limits	N to end of route	0.269	20	4 Driveway

Telesfor Canyon	From Jct US 56/64/Grinde Rd at Gladstone				
The state of the s	N to Sofia Rd then E	E to end of route	0.199	16	3 Biaded Well Maintained
Thomason	From Jct US 56/412/Barney Rd 5.25 mi S	E to end of route	0.528	9	3 Fair
Tompkins	From Jct Speer Rd/Rickerson Rd E 0.25 mi	Then S/W 6.25 mi			
	crossing SR 402	W to Hayden Rd intersection	10.283	20	3 Bladed well Maintained
Toney	From Jet SR 402/Campse Rd 2 mi S	to 2 mi 1 mi S 2 mi E to SR 402	5.023	22	4 Bladed well Maintained
Travocere	From 1rt Ridge Rd/Brown Rd 3 mi W	N to end of route	1.077	18	3 Bladed Fair
Tink	From let Galledos Rd/Jones Rd 2 mi W	N to end of route	1.33	18	3 Bladed Fair
Vending.	From 1st Clanbam Rd/SR 402 1 mi S	E to State Line	8.096	18	3 Bladed well Maintained
Validive	From Jet SR 370/Alamos Rd 2 mi W/N	W to end of route	1.582	20	4 Bladed well Maintained
Vaquelo	Grow Follow 6 mi on SR 456	E to end of route	0.259		Not Bladed
Visalia	From 14 SR 456/SR 406 5 mi NW	S to end of route	1.28		Not Bladed
wagiiei	From 14 Sp 562/Craft Bd 1 mi F	N to Wisdom Rd	0.99	18	3 Bladed well Maintained
walker	FIGHT 3CL SN 302/Craft No. 1 mm E	N to Wilkerson Rd	3.011	18	3 Bladed well Maintained
Waternole	SD 370 & Fmi N	W to end of route	0.826	18	4 Not Bladed
vvallets	FQ (1000) FG (1000) FG (1000)	S 1 x miles	0.593	22	3 Bladed Fair
WCHA	FIGHT SCLEDING NO. 30999 INC.	E to SR 370	23.754	22	3 Bladed Fair
Weatherly	From Des Moines 3 IIII 3 OII US 64/8/	N to and of route	10.975	22	4 Bladed well Maintained
Weese	From Jot US 64/8/ at Mr Dora N	N Company	1 2 1 8	18	4 Bladed well Maintained
White Rock	From Jct SR 370/Maverick Rd 2 Mi W	N to Pacheco Kd	11 656		Colorado takes care of this road
Whitley	Begin in Okla NE Corner of NM on T32N-37E	Into NIVI IV to end of route	0 571	w T	3 Fair
Wid	Jct Hayden Rd/Heimann Rd 1 mi W	N 1 mi to end of route	- 6	2 0	a Distair well Maintained
Wiggins	From Jct SR 406/SR 456	N to end of route	2.842	0 0	o bladed well manifest
Wiley	From Jct US 56/SR 412 Ringbone Rd 1 mi NE	N/W to Cedar Creek Rd	9.019	18	3 Bladed Fall
Wilkerson	From Jct Des Moines/Ridge Rd 9 mi E	E/NE to end of route	7.629	18	3 Bladed well Maintained
Willett	From Jet SR 370/Ridge Rd 3 mi N	E to end of route	0.365	18	4 Bladed Fair
Wiedom	From let SR 562/Gardner Rd 1 mi S	W back to SR 562	4.239	18	3 Bladed well Maintained
Mission	From Let Sand Mesa Ref. Johnson Rd	N/E to Weese Rd.	3.011	18	3 Bladed well Maintained
Wiscinali	From 1ct Atencio Rd/Miller Rd 50 mi W	S to end of route	1.469	16	4 Bladed well Maintained
VVIII	From 14 11S 87/64/Kennedy Rd 3 mi S	W to County Line Rd	4.028	20	4 Bladed well Maintained
VVIai igiei	Erom CB 402/Stead Rd 1 mi W	S to end of route	5.768	20	3 Bladed well Maintained
Zulick	NIST OF TABLE CONTROL OF THE PARTY OF THE PA	N/S in Capulin	0.21	18	4 Bladed Well Maintained
Capulin Ave	N/S in Capulin	N/S in Capulin	0.281	18	4 Bladed Well Maintained
Colliner day	Town in Capania	E/W in Capulin	0.255	18	4 Bladed Well Maintained
Firm Street	EVVV III Capulli	EAM in Capulin	0.285	18	4 Bladed Well Maintained
Fourth Street	EVV III Capulli	M/O in Copulin	0.03	18	4 Bladed Well Maintained
N Cedar	N/S in Capulin	M/G in Captulin	0.082	18	4 Bladed Well Maintained
N Santa Fe	N/S in Capulin	INO III Cabaiii	0 192	700	4 Bladed Well Maintained
Pinon	N/S in Capulin	N/S in Capulin	0.217	2 00	
S. Cedar	N/S in Capulin	N/S in Capulin	1.4.0	0 0	A placed Maintained
S Santa Fe Ave	N/S in Capulin	N/S in Capulin	0.215	0 0	4 Diaded Well Maintained
Second Street	E/W in Capulin	E/W in Capulin	0.433	18	4 Bladed Well Maintained
Third Street	E/W in Capulin	E/W in Capulin	0.362	18	4 Bladed Well Maintained
Velma	N/S in Capulin	N/S in Capulin	0.214	18	4 Bladed Well Maintained
Burlington	E/W in Grenville	E/W in Grenville	0.394	18	4 Bladed Well Maintained

4 Bladed Well Maintained 8 8 8 8 8 8 8 0.146 0.329 0.321 0.33 0.299 0.411 0.074 1188.105 E/W in Grenville E/W in Grenville N/S in Grenville E/W in Grenville E/W in Grenville E/W in Grenville N/S in Grenville N/S in Grenville E/W in Grenville N/S in Grenville N/S in Grenville N/S in Grenville Second Street Raton Street Main Street Light Street Fifth Ave First Ave Denver College

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

Project Title: Mutual Firefighting Assistance Agreement

Project Location: Capulin Volcano National Monument

Completion Date: Five Years after Final Signature

This Agreement is entered into by the U.S. Department of the Interior (USDOI), National Park Service (NPS), Capulin Volcano National Monument (Park) and the Board of County Commissioners of Union County (Department). Throughout this agreement, the USDOI, NPS, Park, and the Department may be jointly referred to as the "Parties."

ARTICLE I - BACKGROUND AND OBJECTIVES

ARTICLE II – LEGAL AUTHORITY

The NPS Organic Act, 54 U.S.C. §§ 100101, et seq., authorizes the NPS to promote and regulate the use of the National Park System by such means and measures as to conform to the fundamental purpose of the System units, which purpose is to conserve the scenery and the natural and historic objects and wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

ARTICLE III - STATEMENT OF WORK

A. The Department will:

- 1. Upon the Park's request, to dispatch personnel and firefighting equipment to wildland fires within the Park and prescribed fires managed under the Park's jurisdiction.
- 2. Upon the Park's request, to assist the Park in search and rescue operations, wildland fire and emergency training, and other actions affecting public health and safety within the Park.
- 3. Allow the Park to monitor and use radio frequencies assigned to the Department for the purpose of carrying out the actions covered by the agreement.

B. The Park will:

- 1. Upon the Department's request, dispatch its personnel and firefighting equipment to prescribed and wildland fires within the Department's jurisdiction. The Park also shall automatically dispatch personnel and firefighting equipment to all wildland fires in proximity to the Park's boundaries that are deemed to be a threat to the Park's resources.
- 2. Upon the Department's request, assist the Department in search and rescue operations, removal of storm damage (to the point of restoring the main travel routes for emergency traffic), wildland fire and emergency training, or other actions affecting public health or safety within the Department's area of responsibility.
- 3. Allow the Department to monitor and use radio frequencies assigned to the Park for the purpose of carrying out the actions covered by the agreement.

C. The Department and Park, shall:

- 1. Bear its own costs in providing firefighting assistance pursuant to this Agreement.
- 2. Provide the necessary tools and equipment for its personnel.

- 3. Furnish the other party with a roster of personnel and equipment available for situations covered by this Agreement, and with locations of equipment, phone numbers, and radio call signs.
- 4. Cooperate in on-site training programs whenever practical and mutually beneficial.
- D. Each and every provision of this agreement is subject to the laws of the United States of America and the State of New Mexico, and to the limits of each party's lawful authority thereunder.

ARTICLE IV - TERM OF AGREEMENT

This Agreement shall become effective on January 01, 2022 and extend through December 31, 2026 unless it is terminated earlier by one of the parties pursuant to Article VI that follows.

ARTICLE V - KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the Park:

a. Signatory: James Stuart West

Superintendent, High Plains Group

b. Key Official: Dale Kissner

Site Manager, Capulin Volcano National Monument

P.O. Box 40

Des Moines, NM 88418

(575) 278-2201 x 210

2. For the Department:

a. Signatory: Justin Bennett

Chair – Board of County Commissioners, Union County, New Mexico

b. Key Officials: Jim O'Bryant

County Fire Coordinator, Union County

P.O. Box 430

Clayton, New Mexico 88415

(575) 207.7233

Domingo Cruz

Fire Chief, Capulin Volunteer Fire Department

P.O. Box 430

Clayton, NM 88415

(575) 447-2320

B. **Communications.** The parties shall address any communication regarding this Agreement to the Key Officials.

C. Changes in Key Officials. Except for the Board of County Commissioners of Union County, who are elected and are subject to term limits provided by Law, no party may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by amendment of this Agreement.

ARTICLE VI - MODIFICATION AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by all parties.
- B. Any party may terminate their partnership in this Agreement by providing Dale Kissner with 30 days advance written notice. In the event that one party provides the NPS with notice of its intention to terminate, the parties will meet promptly to discuss the reasons for the notice and try to resolve their differences.

ARTICLE VII - [Reserved]

ARTICLE VIII - REPORTS AND OTHER DELIVERABLES

Upon request and to the extent permitted by applicable law, the parties shall share with each other final reports involving both parties.

ARTICLE IX - PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use.

ARTICLE X – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d <u>et seq.</u>); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 <u>et seq.</u>); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 2. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this

- section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- 3. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
- 4. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
- 5. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- 6. **Agency.** The Department is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Department represent it's self as such to third parties. NPS employees are not agents of the Department and will not act on behalf of the Department.
- 7. **Non-Exclusive Agreement.** This Agreement in no way restricts the Department or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 8. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- 9. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 10. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
- 11. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Department or its representatives. No representative of Department shall perform any function or make any decision properly reserved by law or policy to the Federal government.
- 12. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and the Department. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

B. Special Provisions

1. Public Information and Endorsements.

a. Department shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental,

- bureau, or government employee endorsement of a business, product, service, or position which the Department represents. No release of information relating to this award may state or imply that the Government approves of the Department's work products or considers the Department's work product to be superior to other products or services.
- b. All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."
- c. Department must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
- d. Department further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties' contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 3. **Rights in Data.** The Department must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Department, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
- 4. **Seat Belt Provision.** In accordance with Executive Order 13043, "Increasing Seat Belt Use in the United States" (signed April 18, 1997), as amended by Executive Order 13652 (signed September 30, 2013), the Department is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

ARTICLE XI - ATTACHMENTS

The following attachments are hereby incorporated into this Agreement.

ARTICLE XII – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Name: JUSTIN BENNETT	Date	
Title: CHAIR, UNION COUNTY BOARD OF COUNTY	COMMISSIONERS	
Attest:		
County Clerk		
FOR THE NATIONAL PARK SERVICE (CAPULIN	VOLCANO NATIONAL MONUMI	ENT]
·	VOLCANO NATIONAL MONUM	ENT _.
FOR THE NATIONAL PARK SERVICE (CAPULIN	VOLCANO NATIONAL MONUM Date	ENT
FOR THE NATIONAL PARK SERVICE (CAPULIN VI) JAMES WEST Digitally signed by JAMES WEST Date: 2021.12.24 14:51:20-07'00' Name: JAMES STUART WEST		ENT _.

DES MOINES

JOINT POWERS AGREEMENT FOR LAW ENFORCEMENT SERVICES

This JOINT POWERS AGREEMENT FOR LAW ENFORCEMENT SERVICES (hereinafter referred to as "the Agreement") is made and entered into this 11th day of January, 2022, by and between the VILLAGE OF DES MOINES, New Mexico, a municipal corporation organized and existing under the Laws of the State of New Mexico (hereinafter referred to as "the Village") and the County of Union, a political subdivision of the State of New Mexico organized and existing under NMSA 1978, Section 4-31-1 (1893, as amended) (hereinafter referred to as "the County").

RECITALS

WHEREAS, the Village and County wish to enter into an agreement pursuant to the *Joint Powers Agreements Act*, NMSA 1978, Sections 11-1-1 to 11-1-7 (1961, as amended), and the *Law Enforcement Protection Fund Act*, NMSA 1978, Sections 29-13-1 through 29-13-9 (1983, as amended)(hereinafter referred to as "LEPF") whereby limited law enforcement services will be provided to the Village by the Union County Sheriff's Office in exchange for apparatus and equipment under a grant to the Village under LEPF;

WHEREAS, the Village currently is seeking the sum of \$45,000 through the LEPF for purchase of law enforcement apparatus and equipment pursuant to Section 29-13-7(A)(1) of LEPF;

WHEREAS, the County desires to utilize apparatus and equipment purchased by the Village pursuant to NMSA 1978, Section 29-13-7(A)(1) for the support and assistance of its officers, in exchange for limited police protection for the Village; and

WHEREAS, the parties hereto desire to set forth herein their mutual agreements and covenants with respect to the limited police protection afforded by this Agreement.

NOW THEREFORE, in consideration of the promises, terms, covenants and conditions contained herein, the parties agree as follows:

I. Police Protection.

- A. The Village has qualified for LEPF funds in the amount of \$45,000, which shall be used to purchase apparatus and equipment as described in NMSA 1978, Section 29-13-7(A)(1) and as otherwise specified in Regulations of the State of New Mexico and the grant agreement. The Village agrees that said monies shall be used to purchase qualified law enforcement apparatus and equipment as set forth in the LEPF. The specific apparatus and equipment purchased by the Village for the Union County Sheriff shall be specified by the Sheriff, and may or may not be related to the limited law enforcement protection provided in this Agreement. The Village agrees that the said apparatus and equipment shall be dedicated and maintained for the exclusive use of members of Union County Sheriff's Office. The Sheriff may assist the Village in the purchase of the covered equipment.
- B. The Sheriff agrees, in consideration of the exclusive use of the apparatus and equipment, to provide three (3) man hours of law enforcement coverage within the municipal limits of the Village each day, or, alternately, fifteen (15) man hours of law enforcement coverage per week for five (5) day periods, in a manner suitable to the Village and consistent with assignments and schedules of the Sheriff's Office, over which the Sheriff retains sole authority.
- C. The daily policing periods and schedules are subject to emergencies and subject to statutory prisoner transport responsibilities of the Sheriff's Office.

II. Term.

This Agreement shall become effective upon execution by the parties hereto, and upon approval by the Department of Finance and Administration, State of New Mexico. The Parties agree that this Agreement will continue in effect for the 2022-2023 fiscal year unless one of the parties hereto notifies the other of its termination as set forth below. The parties also agree,

notwithstanding approval as required in Paragraph XIII, that this agreement is conditioned on receipt by the Village of LEPF funds.

III. Right of Termination.

Either party to this Agreement may terminate the Agreement by written notice to the other party no later than thirty (30) days prior to the actual termination.

IV. <u>Disposition of Property.</u>

All qualified law enforcement property or equipment acquired by the Village as the result of this Agreement shall, upon termination of this Agreement, remain property of the Village and shall be returned to the Village.

V. Strict Accountability.

The parties hereto shall be strictly accountable for all receipts and disbursements made pursuant to this Agreement. After termination of this Agreement, any and all surplus money on hand shall be returned to the parties in proportion to the contributions made.

VI. <u>Liability</u>

Neither party hereto shall be responsible for the liability incurred as a result of the other party's acts or omissions in connection with this agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Sections 41-41-1 *et seq.* as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act, and the parties and their "public employees," as defined by the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation on their liability pursuant to law. No provision of this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

VII. Insurance.

The County of Union shall include any and all qualified apparatus and equipment as contemplated herein in its current inventory of insured property, until finished with the property.

VIII. Paragraph Headings.

Paragraph headings contained in this Agreement are for convenience or reference and are not intended to define or limit the scope of any provision of this Agreement.

IX. Merger.

This Agreement embodies the entire agreement of the parties. There are no promises, terms, covenants, or obligations other than those contained or incorporated in this Agreement.

X. Amendment.

This Agreement shall not be modified, altered, or amended except in writing signed by the Village and the County, and approved by the Department of Finance and Administration.

XI. Governing Law.

This Agreement shall be governed by the Laws of the State of New Mexico. This Agreement is entered into pursuant to the *Joint Powers Agreement Act,* NMSA 1987 State Statue 11-1-1 through 11-1-7 (1961), and the *Law Enforcement Protection Fund Act,* NMSA 1978, Sections 29-13-1 through 29-13-19 (1983, as amended). Venue for any disputes between the parties shall be in the Eighth Judicial District Court of the State of New Mexico.

XII. No Third Party Beneficiary

It is specifically agreed between the parties executing this Agreement that is not intended by any of the provisions of any part of this Agreement to create in the public, or any member thereof, a third party beneficiary to this Agreement to sue for wrongful death, personal injury, property damage or for any other form of legal or equitable relief.

XIII. Approval

This Agreement is subject to the approval of the New Mexico Department of Finance and Administration pursuant to the *Joint Powers Agreements Act,* NMSA 1987 State Statue 11-1-1 through 11-1-7 (1961.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES WRITTEN BELOW.

THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NEW MEXICO

BY:	The state of the s	
BY:	DATE:	
BY:		
ATTEST:		
COUNTY CLERK:		
DATE:		
SHERIFF OF UNION COUNTY NEW MEXICO		
BY:	DATE:	

THE VILLAGE OF DES MOINES

RA:		
	MAYOR	
BY:		
	COUNCILOR	
	COUNCILOR	
	COUNCILOR	
ATTE	ST:	
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1042021 174.40 TOT\$ PAID 174.40 BAL	ERICA GARCIA 15 MESA VIEW RD CLAYTON NM 88415	SANTA FE UC LEG LUNCHEON 80%	401022010	28164	174.40
FY22Q2 12500.00 TOT\$ PAID 12500.00 BAL	GOLDEN SPREAD RURAL/FRONTIER P.O. BOX 96 CLAYTON NM 88415	FY22 ALLOCATION 2ND QRT	406372099	7 8 8 9 3 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	12500.00
1182021 352.00 TOT\$ PAID 352.00 BAL	HOLLIE SANDOVAL 317 COURT ST CLAYTON NM 88415	PER DIEM SANTA FE WINTER CONF 80	0 401062010	28161	352.00
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2266 280.48 TOT\$ PAID 280.48 BAL	KLMX P.O. BOX 547 CLAYTON NM 88415	INV# 2266 SAFE DRIVE HOLIDAY MSG	G 426752009	28090	280.48
INV550400 850.00 TOT\$ PAID 850.00 BAL	L.N. CURTIS & SONS DEPT. 34921 P.O. BOX 39000 SAN FRANCISCO CA 94139	INV# INVS50400 (2) PAIRS BOOTS	407412081	28029	850.00
112021 503.15 TOT\$ PAID 503.15 BAL	LAW OFFICE OF STEPHEN ROSS P.O. BOX 4774 SANTA FE NM 87502 4774	ATTORNEY SERVICES FOR NOVEMBER	401012101	27955	503.15
1182022 352.00 TOT\$ PALD 352.00 BAL	MARYLOU HARKINS 19 PINABETES ROAD GRENVILLE NM 88424	PER DIEM SANTA FE LEGISL CONF 8	80 401042010	28169	352.00
123202 192.00 TOT\$ PAID 192.00 BAL	MARYLOU HARKINS 19 PINABETES ROAD GRENVILLE NM 88424	PER DIEM SANTA FE LEGIS LUNCH 8	80 401042010	28169	192.00
3018199 70.72 TOT\$ PAID 70.72 BAL	MAYFIELD PAPER COMPANY BOX 3889 SAN ANGELO TX 76902	INV# 3018199 MULTIFOLD TOWELS	401032046	27898	70.72
18304 30190.00 TOT\$ PAID 30190.00 BAL	MELLOY DODGE 9621 COORS BLVD NW ALBUQUERQUE NM 87114	INV# 18304 2021 DODGE RAM SSV	605932028	27985	30190.00

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Description		INV# 52850971 PROPANE	INV# 52851149 PROPANE	INV# 52851148 PROPANE	INV# 52851261 PROPANE	INV# 52851241 PROPANE	INV# 52851314 PROPANE	INV# 3315010407 LEASE AGREEMENT 11/2/2021 - 2/1/2022	INV# 131198 RENEW SUPPORT SERVICES FOR MICROGRAPHICS EQUIPMENT 12/7/21 - 12/6/22	REFD PHONE SERVICE	INV# 21481161 COPY PAPER INV# 21481161 STORAGE CLIPBOARDS INV# 21481161 KLEENEX	INV# 21461710 DSK CALENDAR/TONER	INV# 21475574 POST IT NOTES
Name	IRVING TX 75039	PINNACLE PROPANE, LLC ATTN: ACCOUNTS PAYABLE 600 E. LAS COLINAS BLVD IRVING TX 75039	PINNACLE PROPANE, LLC ATTN: ACCOUNTS PAYABLE 600 E. LAS COLINAS BLVD IRVING TX 75039	PINNACLE PROPANE, LLC ATTN: ACCOUNTS PAYABLE 600 E. LAS COLINAS BLVD IRVING TX 75039	PINNACLE PROPANE, LLC ATTN: ACCOUNTS PAYABLE 600 E. LAS COLINAS BLVD IRVING TX 75039	PINNACLE PROPANE, LLC ATTN: ACCOUNTS PAYABLE 600 E. LAS COLINAS BLVD IRVING TX 75039	PINNACLE PROPANE, LLC ATTN: ACCOUNTS PAYABLE 600 E. LAS COLINAS BLVD IRVING TX 75039	PITTINEY BOWES GLOBAL FINANCIAL SERVICES LLC PO BOX 371887 PITTSBURGH PA 15250 7887	PROFESSIONAL DOCUMENT SYSTEMS 1414 COMMON DRIVE EL PASO TX 79936	PTCI P.O. BOX 1188 GUYMON OK 73942 1188	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION
INVC#		52850971 49.50 TOT\$ PAID 49.50 BAL	52851149 627.00 TOT\$ PAID 627.00 BAL	52851148 206.25 TOT\$ PAID 206.25 BAL	52851261 495.00 TOT\$ PAID 495.00 BAL	52851241 140.25 TOT\$ PAID 140.25 BAL	52851314 123.75 TOT\$ PAID 123.75 BAL	3315010407 465.00 TOT\$ PAID 465.00 BAL	133198 5116.48 TOT\$ PAID 5116.48 BAL	112022 47.12 TOT\$ PAID 47.12 BAL	21481161 656.11 TOT\$ PAID 656.11 BAL	21461710 281.39 TOT\$ PAID 281.39 BAL	21475574

			19.98	20.49	19.96	60.54	139.93	178.83	189.03	166.97 26.91 135.96 149.32	575.00	775.35	98.00
Page: 6	PO# Amount		28133	28133	28133	28133	28133	27861	28018	28018 28018 28018 28018	27937	27937	28146
NDING INVOICES	Line Item		401032012	401032024	401032024	401032012	401052019	4094920	401042013	401082013 401072013 499792013 401022013	424772307	; 424772307	407412076
OUTSTANDING	Description		INV# C186190 (2) MOP HEADS	INV# B103582 PAINT	INV# C186142 FEM/MALE CLINCHERS	INV# B103613 FILTERS	INV# C187339 FOLDING TABL/CHAIRS	INV# 27543 JAN-MAR WASTE REMOVAL	INV# 35885492 CLERKS LEASE	INV# 9029310016 SHERIFFS LEASE INV# 9029310016 TREASURER LEASE INV# 9029310016 ASSESSOR LEASE INV# 9029310016 MANAGER LEASE	INV# 704246 LOST OM GPS DEVICE	INV# 103463 GPS ANKLE MONITORING	INV# 1012026 FUEL
15:47:09	Name	P.O. BOX 37600 PHILADELPHIA PA 19101 0600	R.W. ISAACS HARDWARE I	R.W. ISAACS HARDWARE DRAWER J CLAYTON NM 88415	R.W. ISAACS HARDWARE DRAWER J CLAYTON NM 88415	R.W. ISAACS HARDWARE DRAWER J CLAYTON NM 88415	R.W. ISAACS HARDWARE DRAWER J CLAYTON NM 88415	RDM WASTE INC. P.O. BOX 272 LOGAN NM 88426	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266	VICES	SENTINEL OFFENDER SERVICES 190 NORTH HANCOCK ST., STE 103 ANAHEIM CA 92807	SIERRA GRANDE P.O. BOX 85
Date: 1/06/22 15:	INVC#	88.80 TOT\$ PAID 88.80 BAL	C186190 19.98 TOT\$ PAID 19.98 BAL	B103582 20.49 TOT\$ PAID 20.49 BAL	C186142 19.96 TOT\$ PAID 19.96 BAL	B103613 60.54 TOT\$ PAID 60.54 BAL	C187339 139.93 TOT\$ PAID 139.93 BAL	27543 178.83 TOT\$ PALD 178.83 BAL	35885492 189.03 TOT\$ PAID 189.03 BAL	9029310016 479.16 TOT\$ PAID 479.16 BAL	704246 575.00 TOT\$ PAID 575.00 BAL	103463 775.35 TOT\$ PAID 775.35 BAL	1012026 98.00 TOT\$ PAID

Page: 7	Amount
Pag	#Od
OUTSTANDING INVOICES	Line Item
	Description
Date: 1/06/22 15:47:09	omen #CIENT

	at	1	140.56	22.17	1620.50	82.41 116.32 541.27 48.40 83.94 115.00	57.82	280.50	1245.70 1318.93 1318.93	647.52	102.18	187.33	183.07
Page: 7	PO# Amount		27888	27888	27934	27908 27908 27908 27908 27908 27908	27969	27969	27886 27886 27886	27925	27964	27964	27964
OUTSTANDING INVOICES	Line Item		401032023	FT 402252076	402252012	401032025 401032025 401032025 401032025 402252025 605932025	410532076	411572076	401022013 401062013 401072013	406372096	E 401072008	D 401052008	401052008
TSIUO	Description		INV# 10522 BOILER SERVICE CALL	71 (10) 1/4X2 FLAT PER	INV# 398577 BELTING	ANNEX ADMIN BLDG COURTHOUSE OLD REFD ROAD DEPT SHERIFFS DEPT	INV# 84194 DUMPSTER SERVICE	INV# 83870 DUMPSTER SERVICE	INV# 34:40.8 NETWORKING INV# 34:40.8 NETWORKING INV# 34:40.8 NETWORKING	APPROVED HEALTHCARE ASSISTANCE	INV# 43864 AD 1ST 1/2 TAXES DUE	INV# 43800 IT'S TIME TO VOTE AD	INV# 43810 RLE INFORMATION AD
15:47:09	Name	DES MOINES NM 88418	SWAGERTY TRADING CO. BOX 88 CLAYTON NM 88415	SWAGERTY TRADING CO. BOX 88 CLAYTON NM 88415	THE WESTERN GROUP 3950 NW ST. HELENS RD PORTLAND OR 97210 1423	TOWN OF CLAYTON 1 CHESTNUT CLAYTON NM 88415	TRI-STATE RECYCLING LLC P.O. BOX 235 TEXLINE TX 79087	TRI-STATE RECYCLING LLC P.O. BOX 235 TEXLINE TX 79087	TRIADIC P.O. DRAWER 471 DEMING NM 88031 0471	UNION COUNTY GENERAL HOSPITAL P.O. BOX 489 CLAYTON NM 88515	UNION COUNTY LEADER P.O. BOX 486 CLAYTON NM 88415	UNION COUNTY LEADER P.O. BOX 486 CLAYTON NM 88415	UNION COUNTY LEADER P.O. BOX 486
Date: 1/06/22 15:	INVC#	98.00 BAL	140.56 TOT\$ PAID 140.56 BAL	22.17 TOT\$ PALD 22.17 BAL	398577 1620.50 TOT\$ PAID 1620.50 BAL	12282021 987.34 TOT\$ PAID 987.34 BAL	84194 57.82 TOT\$ PAID 57.82 BAL	83870 280.50 TOT\$ PAID 280.50 BAL	34:40 83.56 TO PA 83.56 BA	120821 647.52 TOT\$ PAID 647.52 BAL	43864 102.18 TOT\$ PAID 102.18 BAL	43800 187.33 TOT\$ PAID 187.33 BAL	183.07 TOT\$ PAID

7:09
/22 15:47:
1/06
Date

Page: P0#

OUTSTANDING INVOICES Line Item

unt	1447.53	273.35	44.15-	755.02	251.91	251.91	562.77	415.91	295.32	84.95	55.96 26.79 45.51 28.63 10548.66 3836.59
PO# Amount	27964	27992	27992	27992	27992	27992	27936	27936	27936	27936	27897 27897 27897 27897 27897 27897
н											
Line Item	M 401052008	402252076	402252012	м 402252076	402252076	402252076	402252012	402252012	402252012	402252012	401032011 408452076 411572076 412612076 402252044 401082011
Description	INV# 43791 NOTICE OF ELECTION IN ENGLISH AND SPANISH	INV# P10C0821400 FILTER/ELEMENT	INV# P03R0153113 LATCH KIT LH	INV# P10C0822305 SEAL/ORING/ELEM 402252076	INV# P10C0822306 FUEL/LUBE/PRIM	INV# P10C0822307 FUEL/LUBE/PRIM	INV# PS060100706 FILTER/ELEMENT	INV# PS060100780 EDGE/BOLT/NUT	INV# PS060100893 ELEMENT	INV# PS060100894 V-BELT SET	INV# 77322075 MAINTENANCE INV# 77322075 SEDAN FD INV# 77322075 GRENVILLE FD INV# 77322075 CAPULIN EMS INV# 77322075 ROAD DEPARTMENT INV# 77322075 SHERIFF'S DEPT
Name CLAYTON NM 88415	UNION COUNTY LEADER P.O. BOX 486 CLAYTON NM 88415	WAGNER EQUIPMENT CO. P.O. BOX 919000 DENVER CO 80291 9000	WAGNER EQUIPMENT CO. P.O. BOX 919000 DENVER CO 80291 9000	WAGNER EQUIPMENT CO. P.O. BOX 919000 DENVER CO 80291 9000	WAGNER EQUIPMENT CO. P.O. BOX 919000 DENVER CO 80291 9000	WAGNER EQUIPMENT CO. P.O. BOX 919000 DENVER CO 80291 9000	WARREN CAT PO BOX 842116 DALLAS TX 75284 2116	WEX BANK PO BOX 6293 CAROL STREAM IL 60197 6293			
INVC# 183.07 BAL	43791 1447.53 TOT\$ PAID 1447.53 BAL	273.35 TOT\$ 273.35 BAL	P03R0153113 44.15- TOT\$ PAID 44.15- BAL	P10C0822305 755.02 TOT\$ PAID 755.02 BAL	P10C0822306 251.91 TOT\$ PAID 251.91 BAL	251.91 TOT\$ 251.91 TOT\$ 251.91 BALD	PS060100706 562.77 TOT\$ PAID 562.77 BAL	PS060100780 415.91 TOT\$ PAID 415.91 BAL	PS060100893 295.32 TOT\$ PAID 295.32 BAL	PS060100894 84.95 TOT\$ PAID 84.95 BAL	14570.52 TOT\$ PAID 14570.52 BAL

TOTAL INVOICING 140048.68