

**BOARD OF UNION COUNTY COMMISSIONERS  
REGULAR MEETING  
AGENDA  
March 5, 2024**

9:00 a.m.

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda and minutes
4. Hospital Report
5. Discussion/Possible Action Items

10:00 a.m. **Joint Communication Meeting with Town of Clayton and Clayton Municipal Schools**

- i. Presentation Kristen Christy – Union County Health and Wellness Network-  
Union County Health Council
- ii. Resolution 2024-21 Road Policy
- iii. Intergovernmental Agreement – Courthouse Improvements
- iv. JPA LEPF Village of Folsom and Union County
- v. Approval of Bills
- vi. Inventory Items Disposition – Road Department International Water Truck
- vii. Healthcare Assistance - Approval of Claims
- viii. County Travel Requests
- ix. ARPA Funding
- x. Budget Hearing

9:30 a.m. **Citizen's Forum**

1. **County Manager Report**
2. **Road Superintendent**
3. **Emergency Service Coordinator Report**
4. **Elected Officials Reports**

**Adjourn**

As of 2/26/2024

Next Meeting April 9, 2024 @ 9:00

## **AGENDA**

Joint Communication Meeting

Town/County/Clayton Schools

Tuesday, March 05, 2024

10:00 AM

Community Civic Room at the Union County Building

**Call to order**

**Pledge of Allegiance**

**Approval of Agenda\***

**Document Approvals: \***

**1. Approval of Minutes**

**Visitors:**

**Senator Woods**

**Representative Chatfield**

**Kathy Elliot**

**New Business\***

**Reports**

**Meeting Announcement**

- a. Next regular scheduled Joint Communications Meeting will be  
Tuesday, June 11, 2024 at 10:00am

**Adjournment**

**\*Action Items**

**BOARD OF UNION COUNTY COMMISSION**  
**REGULAR MEETING**  
**February 8, 2024**

**BOARD MEMBERS PRESENT:**

Chairman Clayton F. Kiesling                      Commissioner W. Carr Vincent                      Commissioner Lloyd 'Red' Miller

**OTHERS PRESENT:**

Chief Deputy Clerk Devian Fields                      Manager Brandy Thompson                      Treasurer Shea Arnett  
Assessor Hollie Sandoval                      Sheriff Curtis Skaggs                      HR Cheryl Garcia  
Road Superintendent Gary Wright                      Emergency Manager Kris Lawrence                      Road Admin Rachel Farnum

**GUESTS:**

Amanda Archuleta – CNO, Union County General Hospital  
Melissa Prante – CFO, Union County General Hospital  
Kevin Kenney  
Paige Tamplin

At 9:01 a.m., Chairman Kiesling called the meeting to order in the Commission Chambers located in the Union County Administration Building. The pledge of allegiance was recited.

Commissioner Vincent moved to approve the agenda and minutes from the January 11, 2024 meeting. Commissioner Miller seconded. There was no further discussion. Vote: ALL AYE. Minutes were signed.

**HOSPITAL REPORT**

Melissa Prante, CFO, reported on statistics for January. Before the meeting, the "County Commissioner Monthly Hospital Report, Union County General Hospital, Tammie Stump, CEO, January 11, 2024", was distributed to the board. Items covered included the following (but not limited to the following): **Provider Recruitment Update; Financial Assistance/Compliance Update; Business/Financial Update; Compliance; Radiology; Plant Services; Therapy Services; Pharmacy; Laboratory; Union County/Des Moines Health Centers; IT; HVAC/Vestibule/Cryogenic Tank 3000 gallon/Grade Survey; Legislative Update.**

Melissa Prante, CFO, reported on financials for December. Before the meeting, the "Clayton Health Systems, Inc. Union County General Consolidated Executive Financial Summary, 6<sup>th</sup> month FYE 2024", and, the "Clayton Health Systems January 24, 2024 MOR Notes to Consolidated Financial Statements, Period ending December 31, 2023", 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.**

Amanda Boggs, CNO, reported on items covered included the following (but not limited to the following): **Nursing; Swing Bed; Social Work Consults; Trauma.**

Commissioner Vincent moved to approve the request from UCGH Mill Levy/GRT in the amount of \$606,840.91. Commissioner Miller seconded. There was no further discussion. VOTE: ALL AYE. Motion carried.

## **DISCUSSION/POSSIBLE ACTION ITEMS**

### **RESOLUTION 2024-21 ROAD POLICY**

Commissioner Vincent moved to table this item until the March meeting. Commissioner Miller seconded. There was no further discussion. VOTE: ALL AYE. Motion carried.

### **CITIZEN'S FORUM**

Kevin Kenny, owner of Cedar Creek Ranch, spoke about issues of trespassing on his property. Mr. Kenny also had questions on Resolution 2024-21 Road Policy. Chairman Kiesling instructed Mr. Kenny to hold off on any action until the Road Policy was finalized.

At 10:20 a.m., the meeting recessed for a short break.

At 10:30 a.m., the meeting resumed.

### **RESOLUTION 2024-31 NMDOT CAPITAL OUTLAY**

A proposed resolution for Participation in Capital Outlay Program administered by New Mexico Department of Transportation.

Commissioner Vincent moved to approve Resolution 2024-31, Participation in Capital Outlay Program administered by New Mexico Department of Transportation. Commissioner Miller seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

### **RESOLUTION 2024-32 2024 ROAD AUDIT**

A proposed resolution designating 1,177.59 miles of county-maintained roads.

Commissioner Vincent moved to approve Resolution 2024-32, 2024 Road Audit. Commissioner Miller seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

### **RESOLUTION 2024-33 BAR CORRECTIONS**

A proposed resolution establishing the Authorization of General Fund (401) (DFA #11000) transfer and Jail-Detention Fund (424) (DFA #22600) transfer and budget increase.

Commissioner Vincent moved to approve Resolution 2024-33 BAR Corrections. Commissioner Miller seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.

## **LEGISLATIVE SESSION UPDATES AND DISCUSSION**

Commissioner Vincent wanted to reiterate that Union County is a second amendment sanctuary, and the County does not support any of the gun control bills in this legislation session. Chairman Kiesling gave an update on the increase EMS funding, fire fighter recruitment funding and SJR16 constitutional amendment allowing County Commissioners to determine elected officials raises. Mgr. Thompson gave a brief overview and update on SB3 state run paid family medical leave.

At 11:32 a.m., Commissioner Vincent moved to go into Executive Session Pursuant to NMSA 1978, Section 10-15-1 (H) 2 Limited Personnel Matters. Commissioner Miller seconded. There was no further discussion. VOTE: Commissioner Vincent – YES, Chairman Kiesling – Yes, Commissioner Miller – YES. Motion carried.

At 11:58 a.m., Commissioner Miller moved to come out of Executive Session, and affirmed that matters discussed in the closed session were limited to only to those specified in the motion for closure. No action was taken during the closed session. Commissioner Vincent seconded. There was no further discussion. VOTE: Commissioner Vincent – YES, Chairman Kiesling – YES, Commissioner Miller – YES. Motion carried.

## **MET TOWER APPLICATIONS**

No applications were presented for approval.

## **APPROVAL OF BILLS**

Bills in the amount of \$301,469.67 were presented for review and approval.

Commissioner Vincent moved to approve bills in the amount of \$301,469.67, and authorized the county manager to pay any additional bills for the month as presented. Commissioner Miller seconded. There was no further discussion. VOTE: ALL AYE. Motion carried.

## **INVENTORY ITEMS DISPOSITION – ROAD DEPARTMENT INTERNATIONAL WATER TRUCK**

Commissioner Vincent moved to approve the Disposition of the 1960's used/incomplete 4BT Cummins box crate diesel engine model 3304. Commissioner Miller seconded. There was no further discussion. VOTE: ALL AYE. Motion carried.

## **HEALTHCARE ASSISTANCE – APPROVAL OF CLAIMS**

No claims were presented for approval.

## **COUNTY TRAVEL REQUESTS**

No county travel requests were presented.

## **ARPA FUNDING**

A continuing discussion on usage of ARPA funding was had. No action items were proposed. This will be a continuing item on future agendas.

## BUDGET HEARING

Mgr. Thompson gave a brief overview of upcoming Budget Hearing.

## COUNTY MANAGER REPORT

Mgr. Thompson reported on the following (but not limited to the following): Purchase agreement has been signed and submitted to the title company. AOC has funding to spend on minor renovations to the courthouse. Advertising for a DWI Coordinator has begun. Looking into property insurance policies for the hospital.

## ELECTED OFFICIALS REPORTS

**Emergency Manager Kris Lawrence** reported on getting quotes to upgrade the Hayden substation with a bathroom, with the possibility of making it a main station.

**Sheriff Skaggs** reported that he is getting quotes for the purchase of a side by side and a snow cat. Transport companies are being a problem so the Deputies will start doing transports.

**Treasurer Arnett** had new signature cards. And is working with Bank of Clovis for proposals.

**Chief Deputy Fields** reported on the Clerks priority bill HB242, bills HB 182 and HB243. Declaration Day is March 12<sup>th</sup> from 9:00a.m. to 5:00p.m.. Declaration Day for write in candidates is March 19<sup>th</sup> from 9:00a.m. to 5:00p.m.

**Commissioner Vincent** requested that the April 9<sup>th</sup> meeting remain on that date for scheduling purposes.

**ADJOURN:** At 1:27 p.m., Commissioner Vincent moved to adjourn after lunch. Commissioner Miller seconded. There was no further discussion. Vote: ALL AYE. Motion carried.

**Meeting Announcements:** The next regular meeting will be held on Tuesday, March 5, 2024 at 9:00 a.m. The next Joint Communication meeting will be held on Tuesday, March 5, 2024 at 10:00 a.m.

ATTEST

SEAL

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

\_\_\_\_\_  
**Clayton F. Kiesling - Chairman**

\_\_\_\_\_  
**W. Carr Vincent - Vice Chairman**

\_\_\_\_\_  
**Lloyd 'Red' Miller - Member**

\_\_\_\_\_  
**Brenda L. Green – County Clerk**

---

# NORTHEAST NETWORK OF NEW MEXICO



*Embrace the spirit of collaboration!*

PO Box 444 • 4 ½ Main Street  
Clayton, NM 88415

---

February 28, 2024

To the Union County Board of County Commission:

Subject: Resolution recognizing the Union County Health Council as the official health council for Union County for the purposes outlined in the County and Tribal Health Councils Act

The Union County Health Council, a program of the Union County Network, DBA Northeast Network of New Mexico (NEN-NM), has operated since 2012, in coordination with the New Mexico Department of Health under the Maternal and Child Health Plan Act and the County and Tribal Health Councils Act.

Toward one of our FY24 contract deliverables with NM Department of Health, we are seeking a resolution and/or letter of support from the Union County Board of County Commissioners recognizing the Union County Health Council as the official health council for Union County, for the purposes outlined in the County and Tribal Health Councils Act, as amended.

Included for your information are:

- A sample or template resolution
- Union County Network's FY24 Purchase Order from the NM Department of Health, detailing FY24 contract deliverables
- A copy of the County and Tribal Health Councils Act, as amended in 2019
- Union County Health Council's 2023-2024 Roster
- Poster highlighting Union County Health Council's current demographics, goals, priorities, and previous successes
- Flyer promoting Union County Health Council's recent cardiovascular workshop at the Clayton Senior Center

Thank you,

*Kristen Christy*

Kristen Christy  
Executive Director, Northeast Network of New Mexico  
Chair/Coordinator, Union County Health Council

## *Letterhead Here*

---

### UNION COUNTY RESOLUTION # \_\_\_\_\_

**A RESOLUTION RECOGNIZING THE UNION COUNTY HEALTH COUNCIL as the official health council for Union County for the purposes outlined in the County and Tribal Health Councils Act**

**WHEREAS**, in 2019, the New Mexico Legislature repealed the Maternal and Child Health Plan Act and enacted the County and Tribal Health Councils Act, §24-IJ-1 through 24-IJ-6 NMSA 1978, as amended; and

**WHEREAS**, the purpose of County and Tribal Health Councils is to improve the health of New Mexicans by encouraging the development of comprehensive, community-based health planning councils to identify and address local health needs and priorities; and

**WHEREAS**, the Act requires the Board of County Commissioners to recognize a single health council for its jurisdiction whose members represent a diverse spectrum of community interests, including individuals and public, private, and nonprofit entities; and

**WHEREAS**, the health council shall be responsible for conducting all activities as required by the Act and its amendments; and

**WHEREAS**, the NM Department of Health shall ensure long-term viability of health councils, provide training and other support, administer funding, and adopt and promulgate rules, as necessary, to carry out the purposes of the Act to health councils; and

**WHEREAS**, the Union County Health Council, a program of the Union County Network, DBA Northeast Network of New Mexico (NEN-NM), has operated over twelve years in Union County, in coordination with the NM Department of Health under the Maternal and Child Health Plan Act and the County and Tribal Health Councils Act;

**WHEREAS**, the Union County Health Council has provided a roster and factsheet of its current and previous programming and will inform the County Commission of its ongoing efforts as related to comprehensive, community-based health planning;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS**, that the Union County Health Council, a program of the Union County Network, DBA Northeast Network of New Mexico (NEN-NM), is recognized as the health council for the jurisdiction of Union County for the purpose of fulfilling requirements of the County and Tribal Health Councils Act.



Passed, approved, adopted this \_\_\_\_<sup>th</sup> day of \_\_\_\_ 2024.

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

ATTEST

\_\_\_\_\_  
Name



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 1

## Department of Health

1190 St. Francis Dr  
P. O. Box 26110  
Santa Fe NM 87502-6110  
United States

### Dispatched

<b>Purchase Order</b> 66500-0000193283	<b>Date</b> 08-09-2023	<b>Revision</b>
<b>Payment Terms</b> Pay Now	<b>Freight Terms</b> FOB Destination	<b>Ship Via</b> Best Way
<b>Buyer</b> BIANCA SALCIDO	<b>Phone</b>	<b>Currency</b> USD

### Dispatch Via Print

**Supplier:** 0000093959  
UNION COUNTY NETWORK INC  
PO BOX 444  
CLAYTON NM 88415-0444  
United States

**Ship To:** 605 Letrado St.  
Santa Fe NM 87505  
United States

**Bill To:** 605 Letrado St.  
Santa Fe NM 87505  
United States

**Origin:** EXE      **Excl/Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Health promotion activities and services identified in the scope of work for New Mexico County and Tribal Health Councils. Provide the Union County community with funding for health councils. DFA Approval for FY24 total \$15,333.00.	1.00	EA	\$15,333.00	\$15,333.00	08/09/2023
					<b>Schedule Total</b>	\$15,333.00
					<b>Item Total</b>	\$15,333.00

**Work**

All direct purchase orders will cite the following:

1. Convene health council. Proof of deliverable shall be to provide the health council roster with community or sector representation, bylaws (as applicable for 501c3 entities), organizational documents supporting the health council structure and three consecutive monthly /quarterly health council agendas and corresponding minutes.  
- \$2,000
2. New Mexico County and Tribal health councils shall work with their County/Tribal Government to receive recognition as a health council within their jurisdiction, as written in the NM County and Tribal Health Council Act, by obtaining a letter of support and/or by having a resolution created and passed. Proof of deliverable will include a copy of the passed resolution and/or letter of support written by Tribal Governor or County Commission. New Mexico County and Tribal health councils who have received recent/prior recognition in the past 2 years shall provide a copy of the passed resolution and/or letter of support written by Tribal Governor or County Commission, including a written summary illustrating the health council's ongoing efforts to inform the Tribal Governor or County Commission of ongoing efforts as it relates to comprehensive, community-based health planning.  
-\$3000
3. Build and sustain council capacity by attendance and participation at regional health council gathering(s) throughout the contract year as scheduled within each region by NMDOH and/or the Statewide Annual NM Alliance of Health council gathering. Proof of deliverable will include an evaluation provided by the host of the gathering to be completed by participants.  
- \$2,333
4. Promote health council, its mission, and successes through factsheet development and presentations. Review, update, and date health council one-page factsheet which shall highlight the health council's mission, vision, goals, objectives, and successes referencing applicable data and updated priorities chosen in FY23. Leveraging done with this funding should be reflected. Proof of deliverable shall include a copy of the factsheet. Deliver presentations which utilize the factsheet as part of the delivery. Presentations may include the members of the Legislature, LFC, NM Council of Governments, local governments or other entities that support the work of health councils, and/or Public Health Day

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**



# State of New Mexico Purchase Order

PO Number to be on all Invoices and Correspondence

Page: 2

## Department of Health

1190 St. Francis Dr  
P. O. Box 26110  
Santa Fe NM 87502-6110  
United States

### Dispatched

Purchase Order	Date	Revision
66500-0000193283	08-09-2023	
Payment Terms	Freight Terms	Ship Via
Pay Now	FOB Destination	Best Way
Buyer	Phone	Currency
BIANCA SALCIDO		USD

### Dispatch Via Print

**Supplier:** 0000093959  
UNION COUNTY NETWORK INC  
PO BOX 444  
CLAYTON NM 88415-0444  
United States

**Ship To:** 605 Letrado St.  
Santa Fe NM 87505  
United States

**Bill To:** 605 Letrado St.  
Santa Fe NM 87505  
United States

**Origin:** EXE      **Exc\Excl#:** 13-1-98-A

Line-Sch	Item/Description	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	----------	-----	----------	--------------	----------

at the 2024 NM Legislature. Provide proof of presentation a factsheet dissemination with summary report of information presented, participants, comments received, and strategies proposed.

- \$3,000

5. Focus on a minimum of one identified health council priority where research and implementation of best practices is applied. Using recently developed CHIP, implement at least one strategy applied and document any related impact. Proof of deliverable will entail an action plan implementation report that can include a SMART Goals Tracker, Health Equity Performance Measures, and/or Plan-Do-Study-Act documentation.

- \$5,000

**Total PO Amount**     

Agency Approval - I certify that the proposed purchase represented by this document is authorized by and is made in accordance with all State (and if applicable Federal) legislation rules and regulation. I further certify that adequate unencumbered cash and budget expenditure authority exists for this proposed purchase and all other outstanding purchase commitments and accounts payable.

**Authorized Signature**

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT- PURCHASING DIVISION  
TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

SPD-101A (04/19)

1. GENERAL: When the State Purchasing Agent issues a purchase document in response to the Vendors bid, a binding contract is created.
2. VARIATION IN QUANTITY: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. ASSIGNMENT:
  - A: Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the STATE PURCHASING AGENTS OFFICE. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
  - B: Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
4. STATE FURNISHED PROPERTY: State furnished property shall be returned to the state upon request in the same condition as received except for ordinary wear, tear, and modifications ordered hereunder.
5. DISCOUNTS: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
6. INSPECTION: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendors risk and expense, promptly after notice of rejection.
7. INSPECTION OF PLANT: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractors, or any subcontractor's plant or place of business, which is related to the performance of this contract.
8. COMMERCIAL WARRANTY: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other cause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose or merchantability.
9. TAXES: The unit price shall exclude all State taxes.
10. PACKING, SHIPPING AND INVOICING:
  - A: The States purchase document number and the Vendors name, users name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipment. The users count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
  - B: The Vendors invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
  - C: Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. DEFAULT: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendors default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
12. NON-COLLUSION: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. NON-DISCRIMINATION: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1979.
14. THE PROCUREMENT CODE: Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
15. All bid items are to be NEW and most current production, unless otherwise specified.
16. PAYMENT FOR PURCHASES: Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in section 13-1-158 NMSA 1978.
17. WORKERS COMPENSATION: The Contractor agrees to comply with state laws and rules pertaining to workers compensation benefits for its employees. If the Contractor fails to comply with Workers Compensation Act and applicable rules when required to do so, this (Agreement) may be terminated by the contracting agency.
18. GENERAL SERVICES STATEWIDE PRICE AGREEMENT: Any purchase order entered into pursuant to a Statewide Price Agreement incorporates by this language all the terms and conditions of that Statewide Price Agreement and by accepting payment under this purchase order the Contractor agrees to and accepts all the terms and conditions of the Statewide Price Agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

AN ACT

RELATING TO HEALTH; ENACTING THE COUNTY AND TRIBAL HEALTH COUNCILS ACT; REPEALING THE MATERNAL AND CHILD HEALTH PLAN ACT.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF NEW MEXICO:

SECTION 1. SHORT TITLE.--This act may be cited as the "County and Tribal Health Councils Act".

SECTION 2. PURPOSE OF ACT.--The purpose of the County and Tribal Health Councils Act is to improve the health of New Mexicans by encouraging the development of comprehensive, community-based health planning councils to identify and address local health needs and priorities.

SECTION 3. DEFINITIONS.--As used in the County and Tribal Health Councils Act:

A. "board" means the board of county commissioners of a county or leadership of a tribe;

B. "department" means the department of health;

C. "health council" means a county or tribal health council;

D. "jurisdiction" means a county or a tribe; and

E. "tribe" means an Indian nation, tribe, pueblo or chapter located within the boundaries of the state.

SECTION 4. COUNTY AND TRIBAL HEALTH COUNCILS--  
DESIGNATION.--

1           A. Residents of a jurisdiction may create a county  
2 or tribal health council to carry out the provisions of the  
3 County and Tribal Health Councils Act; provided that:

4                   (1) a board shall recognize only a single  
5 health council for its jurisdiction; and

6                   (2) two or more boards may collaborate to  
7 recognize a common, single health council representing two or  
8 more jurisdictions.

9           B. A board shall recognize only a county or tribal  
10 health council whose members represent a diverse spectrum of  
11 community interests, including individuals and public,  
12 private and nonprofit entities.

13           C. Members of a health council shall elect from  
14 among themselves a chair for a term designated by the health  
15 council.

16           D. Health council members shall not be paid, but  
17 they may receive per diem and mileage expenses as provided in  
18 the Per Diem and Mileage Act.

19           **SECTION 5. HEALTH COUNCIL FUNCTIONS.--**

20           A. A health council shall prepare a community  
21 health plan, updated at regular intervals. A health council  
22 shall report its community health plan to the board and to  
23 the department.

24           B. Each community health plan shall include:

25                   (1) a county or tribal health assessment and

1 inventory of health resources;

2 (2) identification of health priorities  
3 determined through independent, community-based planning  
4 processes; and

5 (3) strategies and resources to address  
6 health priorities.

7 C. A health council shall:

8 (1) monitor health and health care programs  
9 and services in order to identify potential gaps and to  
10 reduce potential duplication;

11 (2) collaborate with other entities to  
12 develop programs, networks, partnerships and coalitions as  
13 necessary to improve health;

14 (3) advise the board in its jurisdiction and  
15 other entities regarding policies that affect health;

16 (4) facilitate communication among local  
17 jurisdictions, state agencies and other entities; and

18 (5) identify additional public and private  
19 resources to improve health in its respective jurisdiction.

20 SECTION 6. DEPARTMENT--POWERS AND DUTIES.--The  
21 department shall:

22 A. in consultation with health councils, develop  
23 benchmarks, expectations and mechanisms to ensure the  
24 long-term viability of health councils;

25 B. in collaboration with universities, other state

1 agencies and other public health entities, provide training,  
2 technical assistance and other supports to health councils;

3 C. in collaboration with other entities, develop a  
4 system to evaluate the effectiveness of health councils and  
5 the gathering of necessary evaluation data;

6 D. administer funding to support the work of the  
7 health councils, including local health council staffing,  
8 training and technical assistance, and monitor and evaluate  
9 contracts for funding; and

10 E. adopt and promulgate rules as necessary to  
11 carry out the purposes of the County and Tribal Health  
12 Councils Act and to strengthen community-based health  
13 planning and self-determination.

14 SECTION 7. REPEAL.--Sections 24-1B-1 through 24-1B-7  
15 NMSA 1978 (being Laws 1991, Chapter 113, Sections 1 through 7,  
16 as amended) are repealed. \_\_\_\_\_

17  
18  
19  
20  
21  
22  
23  
24  
25



---

# Union County Health Council

## Roster, 2023-2024

Paula Ballew, Alternatives to Violence  
Geoffrey Maestas, Alternatives to Violence  
Nichole Romero, Region 2 Public Health  
Kristen Christy, Northeast Network of New Mexico  
Bobbie Riley, Northeast Network of New Mexico  
Rusty Koehler, Golden Spread Rural Frontier Coalition  
Kate Galloway, Golden Spread Rural Frontier Coalition  
Ferdinand Garcia, Golden Spread Rural Frontier Coalition  
Laura Rodriguez, Rural Ob Access and Maternal Services (ROAMS), Taos Holy Cross  
Kris Lawrence, Union County Emergency Manager  
Andrea Naranjo, Union County General Hospital  
Lori Kelsey, community resident  
Sharon Gonzales 1, Crossroads Integrative Health  
Eva Vital, Teambuilder Behavioral Health  
Dorothy Padilla, Teambuilders Behavioral Health  
Erika Meadows, JPOS, Colfax/Union Junior Probation Office  
Tony Nichols, Blue Cross Blue Shield of New Mexico  
Consuelo Bolagh-Cowder, Blue Cross Blue Shield of New Mexico  
Kris Winterowd, New Mexico Aging and Long-Term Care Department  
Mat Whitener, DreamTree Project  
Misty Gomez, Youth Heartline

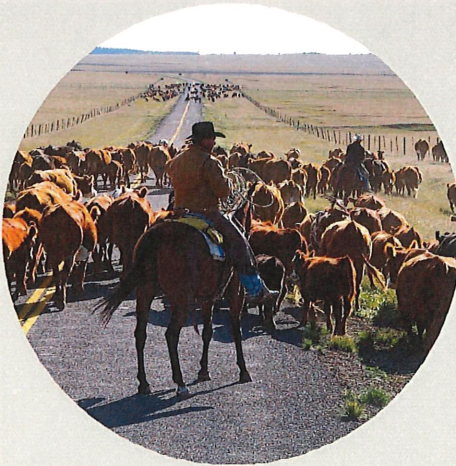
---

SPONSORED BY: NORTHEAST NETWORK OF NEW MEXICO



*Embrace the spirit of collaboration!*

PO Box 444 • 4 ½ Main Street  
Clayton, NM 88415 • 575-374-8249



# UNION COUNTY

UNION COUNTY HEALTH COUNCIL, EST. 2012

VISION: The Union County Health Council is the voice of health, of the community and for the community of Union County, New Mexico.



#### DEMOGRAPHICS

- population: 4,549
- 52% White, non-Hispanic; 43% White, Hispanic
- 23% of population age 65+



#### HEALTH PRIORITIES FOR 2024

- senior services
- cardiovascular health
- type 2 diabetes



#### 2024 ACES GOALS:

- A) access to services
- C) care coordination
- E) education
- S) sustainability



#### 2024 ACES INITIATIVES

- 1) cardiovascular workshops
- 2) access to cardiovascular health services
- 3) Pathways community navigation program



We love our small, friendly community, our cowboy culture, and our wide open spaces.



Headquartered in Clayton, NM. Meets every 3rd Tuesday, noon - 1:00, Golden Spread Meeting Room + Zoom.

MISSION: To engage a broad community voice toward the community health improvement process and serve as a vehicle for information-sharing and collaboration within and beyond Union County.

## SUCCESS STORIES



Partnered with regional EMS departments to teach 2 EMT-Basic classes and 1 EMT-Intermediate class in Union and Colfax; developed an EMS Instructional Toolkit and a sustainability plan.

Developed healthcare career tracks for Clayton and Des Moines High Schools and established a Certified Nursing Assistant (CNA) Program at Clayton High School.



Updated the Union County Health Resources Guide and launched the Pathways Program - an evidence-based model for community-based care coordination, access to care, and navigation services - in Union and Colfax counties.



# NATURAL WAYS TO IMPROVE YOUR HEART HEALTH



**LOWER BLOOD PRESSURE**

**PREVENT HEART ATTACK  
& STROKE**

**CONTROL DIABETES  
& PRE-DIABETES**

## VALENTINE'S DAY

Wednesday, February 14

10:00 AM - Noon

Clayton Senior Center

**IMPROVE BLOOD FLOW**



# *Letterhead Here*

---

## UNION COUNTY RESOLUTION # \_\_\_\_\_

### **A RESOLUTION RECOGNIZING THE UNION COUNTY HEALTH COUNCIL as the official health council for Union County for the purposes outlined in the County and Tribal Health Councils Act**

**WHEREAS**, in 2019, the New Mexico Legislature repealed the Maternal and Child Health Plan Act and enacted the County and Tribal Health Councils Act, §24-1J-1 through 24-1J-6 NMSA 1978, as amended; and

**WHEREAS**, the purpose of County and Tribal Health Councils is to improve the health of New Mexicans by encouraging the development of comprehensive, community-based health planning councils to identify and address local health needs and priorities; and

**WHEREAS**, the Act requires the Board of County Commissioners to recognize a single health council for its jurisdiction whose members represent a diverse spectrum of community interests, including individuals and public, private, and nonprofit entities; and

**WHEREAS**, the health council shall be responsible for conducting all activities as required by the Act and its amendments; and

**WHEREAS**, the NM Department of Health shall ensure long-term viability of health councils, provide training and other support, administer funding, and adopt and promulgate rules as necessary to carry out the purposes of the Act to health councils; and

**WHEREAS**, the Union County Health Council, a program of the Union County Network, DBA Northeast Network of New Mexico (NEN-NM), has operated over twelve years in Union County, in coordination with the NM Department of Health under the Maternal and Child Health Plan Act and the County and Tribal Health Councils Act, and plans to continue;

**WHEREAS**, the Union County Health Council has provided a roster and factsheet of its current and previous programming and will inform the County Commission of its ongoing efforts as related to comprehensive, community-based health planning;

**NOW, THEREFORE, BE IT RESOLVED BY THE UNION COUNTY BOARD OF COUNTY COMMISSIONERS**, that the Union County Health Council, a program of the Union County Network, DBA Northeast Network of New Mexico (NEN-NM), is recognized as the health council for the jurisdiction of Union County for the purpose of fulfilling requirements of the County and Tribal Health Councils Act.

Passed, approved, adopted this \_\_\_\_<sup>th</sup> day of May 2024.

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

---

**Name**

---

**Name**

---

**Name**

---

**Name**

**ATTEST**

---

**Name**



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

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

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

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

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

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

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

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

\_\_\_\_\_  
Brenda Green, County Clerk

**By:**

\_\_\_\_\_  
Clayton Kiesling, Chairman

\_\_\_\_\_  
W. Carr Vincent, Member

\_\_\_\_\_  
Lloyd Miller, Member



## **Union County Maintained Road Policy**

*Adopted March 5, 2024*

**TABLE OF CONTENTS**

SECTION I: General Provisions.....1

SECTION II Maintenance Classification.....3

SECTION III: Subdivision Roads.....4

SECTION IV: County Maintained Road Maintenance.....5

SECTION V: Routine Administration of the Road Network.....6

SECTION VI: County Road Management/Administration.....7

SECTION VII: Agreement Required for Exchange of Benefits for Road Work.....12

SECTION VIII: Miscellaneous Provisions.....14

SECTION IX: Attachments.....15



## **SECTION I: GENERAL PROVISIONS**

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

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

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

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

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

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

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

submitted for approval to the Union County BOCC.

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

## SECTION II: MAINTENANCE CLASSIFICATION

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

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

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

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

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

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

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

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

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

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

#### **Reclassification Standards**

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

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

## SECTION IV: COUNTY MAINTAINED ROAD MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

## **SECTION VI. COUNTY ROAD MANAGEMENT/ADMINISTRATION**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

#### **Culverts.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **SECTION VIII: MISCELLANEOUS PROVISIONS**

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

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

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

**SECTION IX: ATTACHMENTS**

## UNION COUNTY CATTLE GUARD APPLICATION/PERMIT

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

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

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

\* Complete attached map form.

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

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

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

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

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

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

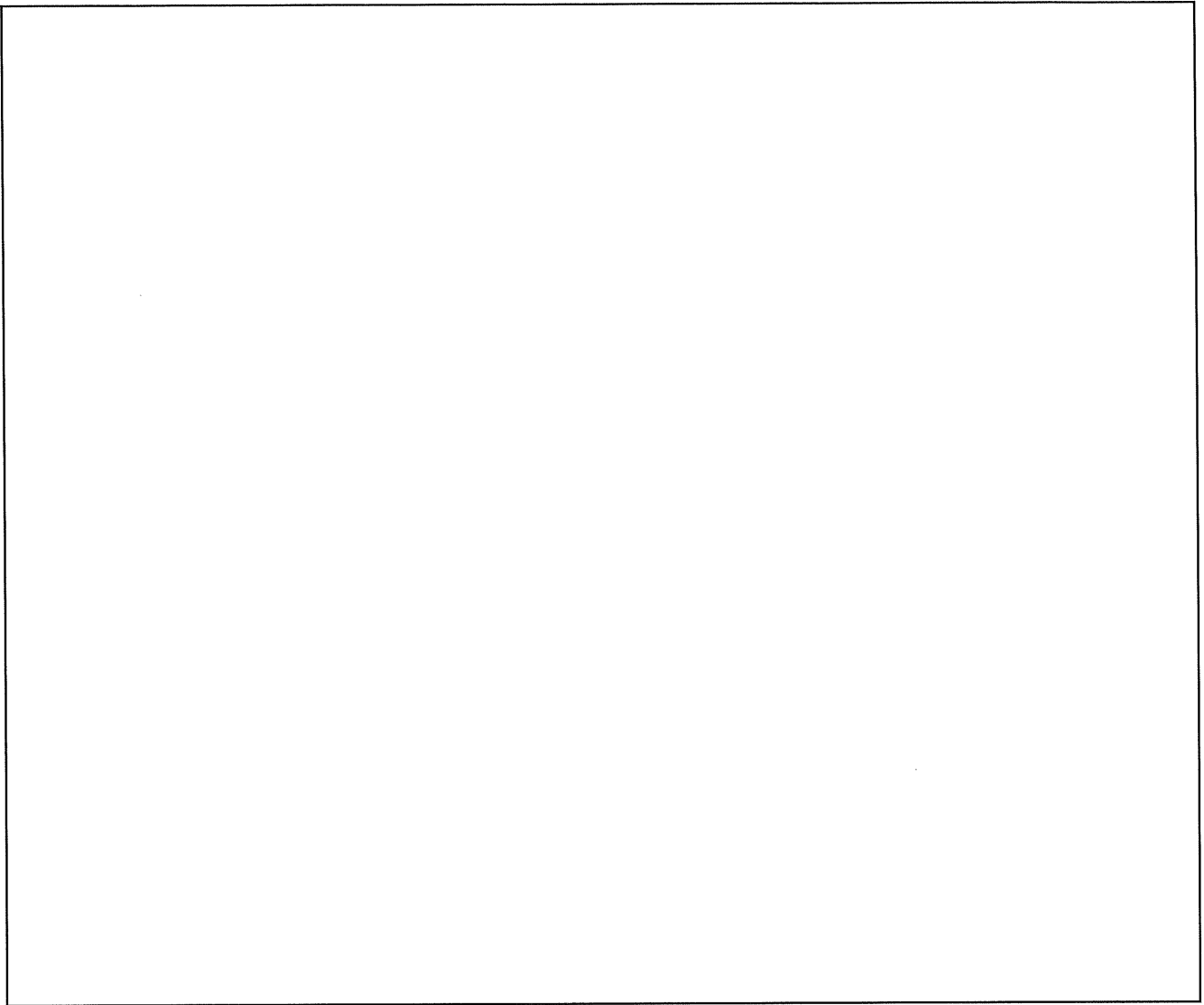
City, State, Zip \_\_\_\_\_

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

Said application was granted upon terms and conditions therein stated.

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





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

---

---

---

## CULVERT APPLICATION/PERMIT

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

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

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

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

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

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

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

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

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

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

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

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

Said application was granted upon terms and conditions therein stated.

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

**LEGAL DESCRIPTION**

This permit is subject to the following provisions:

1. a.) Permittee will dig a trench across the above-described County Road approximately \_\_\_\_\_ feet deep.  
b.) Pipe and/or cable made of \_\_\_\_\_  
c.) Pipe and/or cable shall be \_\_\_\_\_ inches in diameter and of the type Schedule \_\_\_\_\_.
2. Permittee will then fill and compact the trench to restore the road to an even level suitable for public traffic. Restoration of the road shall be subject to the inspection and approval of the County Road Supervisor.
3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
4. Permittee is to perform the construction in such a way as to provide adequate fill on both ends of the road and shall construct any structure that may be necessary or desirable in connection therewith.
5. All excavation and construction performed under this permit shall be consistent with all laws, rules and regulations of the State of New Mexico and of the County.
6. In the event that the County desires to improve the above-described County Road, the County reserves the right to request from the Permittee, if necessary to remove and/or relocate in order to make such improvements. The County will give Permittee notice in advance of making such improvements.
7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
9. At least twenty-four (24) hour notice shall be provided to the Union County Road Department Supervisor of the commencement and completion of any construction.

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

**SEAL**

**COUNTY OF UNION, NEW MEXICO**

**ATTEST**

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

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

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

**DRIVEWAY PERMIT**

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

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

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

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

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

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

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

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

By:

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

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

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

Approved:

\_\_\_\_\_

Road Superintendent

## Application and Hold Harmless Agreement

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

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

---

---

Description of work to be completed:

---

---

---

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

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

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

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

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

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

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

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

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

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

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

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

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

Board of Union County Commissioners

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

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

ATTEST:

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

Date:

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

## WATER PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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



**INTERGOVERNMENTAL AGREEMENT BETWEEN  
UNION COUNTY AND  
THE ADMINISTRATIVE OFFICE OF THE COURTS AND  
THE EIGHTH JUDICIAL DISTRICT COURT FOR  
IMPROVEMENTS TO THE UNION COUNTY COURTHOUSE**

THIS INTERGOVERNMENTAL AGREEMENT (“IGA”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between Union County, a political subdivision of the State of New Mexico (the “County”), and the Administrative Office of the Courts (the “AOC”), and the Eighth Judicial District Court (8JDC.) This Intergovernmental Agreement is effective on the date of last signature by the parties.

**RECITALS**

WHEREAS, the County has an interest in maintaining and improving one of its most historic and important properties, the Union County Courthouse, listed on the National Historic Register, located at 100 Court Street, Clayton, NM (the “Courthouse”); and

WHEREAS, in 2023 the AOC received appropriations to plan, design, construct, renovate, furnish and equip the district courts statewide; and

WHEREAS, the County plans to design, renovate, restore, and upgrade the facilities that will provide increase building efficiency at the Courthouse; and

WHEREAS, the County has applied to the AOC for funding to assist with these improvements which the County proposes to complete in phases. The County applied for funding for Phases. The estimated cost for Phase 1 is \$800,000; and

WHEREAS, by this IGA the County commits to provide \$400,000.00 (50%) in funding for the Phase 1 improvements to the Courthouse; and

WHEREAS, by this IGA, the AOC commits to provide \$400,000.00 (50%) in funding for the completion of the Phase 1 improvements to the Courthouse from resources allocated by the 2023 New Mexico Legislature and administered by the AOC; and

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

- I. PURPOSE. The purpose of this IGA is to memorialize the roles and responsibilities of the parties with regards to the completion of the Phase 1 improvements to the Courthouse.

- II. TERM. This IGA is effective upon the date of last signature by the parties and will terminate upon the completion of the Phase 1 improvements to the Courthouse.
- III. FUNDING. In the 2023 Legislative Regular Session, House Bill 2 at page 188 provides \$3,000,000.00 to the AOC, to plan, design, construct, renovate, furnish, and equip district court improvements statewide, contingent upon the County's match of 50% to project cost, and requiring the AOC to prioritize projects based on critical need and County financial capacity.

In addition, House Bill 505 appropriates \$20,000,000.00 to the AOC, to plan design, construct, renovate, furnish, and equip district court improvements statewide, contingent upon County match of at least 50% of project cost, and requiring the AOC to prioritize projects based on critical need and County financial capacity.

The County commits to funding 50% of the project cost in like match funding with the AOC. The Project as currently contemplated will cost \$400,000 for completion of the Phase 1 improvements.

The County's agreed contribution to funding for the Project: **\$400,000.00**

The County's obligations under this IGA to provide funding are not limited to any specific designation or account should they prove to be insufficient at any point during the lifetime of the project.

IV. RESPONSIBILITIES OF PARTIES.

1. The County's Project Manager is Brandy Thompson, County Manager, Union County, (575) 374-8896, <mailto:brandy.thompson@unionnm.us> who will serve as the lead role in executing, controlling, and closing the completion of the Phase 1 improvements.

The County Project Manager project duties include but are not limited to the design development phase, procurement process phase, participation with preparation and coordination of the construction (installation and specifications) documents.

2. The County will coordinate schedules to include meetings, design, installation/ construction, and inspections for the Phase 1 improvements and coordinate parties responsible for addressing any questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans and fulfillment of the Scope of Work described below, as to the character, quality, amount, and value of any work done, and materials furnished, under or by reason of this IGA.

3. The County will be responsible for coordinating with subject matter experts for inspection of all work done and all materials furnished.
4. The County will permit the AOC and the Eighth Judicial District Court designees access to County documents, including financial records, throughout the Project.
5. The County will seek written approval from the AOC designee and the Eighth Judicial District Court designee at critical stages in the completion of the improvements to include design development, and review of construction/installation documents.

V. SCOPE OF WORK.

1. The purpose of this IGA between the County and the AOC is to define the obligations of the parties for completion of the Phase 1 improvements to the Courthouse. The Scope of Work includes, but is not limited to, the following:
  - a. **Phase 1: Plan and design critical improvements including but not limited to electrical upgrades, window replacement, down stairs public restrooms and any or other substituted renovation priorities agreed to by the AOC and the Eighth Judicial District Court.**
  - b. Other related work jointly approved in writing by the County, the Eighth Judicial District Court, and the AOC.
2. The AOC, the Eighth Judicial District Court, and the County will work together cooperatively to request bids in accordance with the Procurement Code.

VI. PAYMENTS.

1. Requests for payment must have proper documentation of services performed for the County per this IGA. Proper Documentation includes a cover letter from the County requesting reimbursement, a pay application signed by the contractor of record and a copy of the payment made to the contractor or vendor.
2. The County will submit invoices to the AOC for reimbursement pursuant to the procedures set forth in Article IX of this IGA. The County may submit documentation to the AOC by electronic means
3. The parties are responsible for ensuring the Phase 1 improvements are completed within the budget.
4. The County and AOC agree to secure the total amount of \$800,000 for completion of the Phase 1 improvements.

5. AOC represents and warrants that it has the funds and does not require a Notice of Obligation from the Department of Finance and Administration.

VII. LIMITATION ON AOC's OBLIGATION TO MAKE REIMBURSEMENT TO THE COUNTY.

1. Upon the Effective Date of this IGA, for permissible purposes within the Scope of Work, the County will only be reimbursed for monies for which the AOC has issued and approved. This IGA and the disbursement of any and all amounts of the above referenced Appropriation Amount are expressly conditioned upon the following:
  - a. The total amount received by the County shall not exceed the Appropriation Amount identified in Article VI, Paragraph (4) above; and
  - b. The County expenditures are made pursuant to the Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors<sup>1</sup> for the provision of services, including professional services, or the purchase of tangible personal property for the Phase 1 improvements, hereinafter "Third-Party Obligations"; and
  - c. The County's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this IGA; and
  - d. The County's submission of documentation of all Third-Party Obligations and amendments thereto to the AOC will be governed by the following:
    - i. The County shall submit to the AOC one copy of all Third-Party Obligations and amendments (including terminations) as soon as possible after execution by the Third-Party.
2. Project funds shall not be used for purposes other than those specified in this IGA.
3. Unless specifically allowed by law, project funds cannot be used to reimburse the County for indirect project costs. Indirect project costs include expenses of County staff in performing the work of the project.
4. The terms of this IGA are expressly made contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners of Union County.

Formatted: Highlight

Commented [BT1]: Question regarding the meaning of monies for which the ACO has issued?

---

<sup>1</sup> Third-Party contractors or vendors are independent contractors performing services in fulfillment of the Scope of Work for the County.

VIII. ASSIGNMENT.

The County must not assign or transfer any interest in this IGA or assign any claims for money due or to become due under this IGA.

IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES.

1. The County shall request reimbursement by submitting a Request for Payment to the AOC and to the Eighth Judicial District Court. Payment requests are subject to the following procedures:
  - a. The County must submit a Request for Payment; and
  - b. Each Request for Payment must contain a breakdown of work or services performed and associated costs pursuant to this IGA. Any expenditures made pursuant to the completion of the Phase 1 improvements will be submitted for request for reimbursement. Payment to the County is on a cost reimbursement basis. The County will provide billing detail by the contractor's or vendor's schedule of values.
  - c. The AOC agrees to rely on the County's assessment of progress when approving invoices.
  - d. The AOC and the Eighth Judicial District court will not unreasonably withhold approval of any invoice. Should the AOC dispute any expenditure on an invoice, the AOC will inform the County within 10 business days of receiving such invoice and the parties will confer within 10 business days.
2. Deadlines
  - a. Requests for Payments will be submitted by the County to the AOC and to the Eighth Judicial District Court for approval immediately as they are received by the County but at a maximum 30 days from when the expenditure was incurred.
  - b. The AOC and the Eighth Judicial District shall approve invoices within 10 business days of receipt from County.
  - c. The AOC will pay invoices received from the County within 10 business days of receipt. Payment will be made to the County.
  - d. The County's failure to abide by the requirements set forth in Article VI, Article VII, and Article IX herein may result in the denial of its Request for Payment or will delay the processing of Requests for Payment. The AOC has the right to reject a payment request for the project unless and until it is satisfied that the expenditures in the Request for Payment are for permissible purposes within the meaning of the Scope of Work and that the expenditures and the County are otherwise in compliance with this IGA.

X. NOTICE PROVISIONS AND PARTIES' DESIGNATED REPRESENTATIVES.

1. Whenever written notices, including written decisions, are to be given or received, related to this IGA, the following provisions shall apply.
  - a. The County designates the person(s) listed below, or their successor, as their official representative(s) concerning all matters related to this IGA:

Name: Brandy Thompson  
Title: County Manager  
Email: [brandy.thompson@unionnm.us](mailto:brandy.thompson@unionnm.us)  
Phone: (575) 374-8896

- b. The AOC designates the person(s) listed below, or their successors, as the Point of Contact for matters related to this IGA:

Name: Arthur W. Pepin  
Title: Director, Administrative Office of the Courts  
Address: 237 Don Gaspar, Santa Fe, New Mexico 87501  
Email: [aocawp@nmcourts.gov](mailto:aocawp@nmcourts.gov)  
Phone: (505) 827-4800

- c. The Eighth Judicial District Court designates the person(s) listed below, or their successors, as their official representative (s) concerning matters related to the IGA:

Name: Pamela Nay  
Title: CEO  
Email: [taodpsn@nmcourts.gov](mailto:taodpsn@nmcourts.gov)  
Phone: (575) 751-8613

XI.

- a. The parties agree that each party shall send all notices, including written decisions, related to this IGA to the above-named persons by email or regular mail. In the case of mailings, notice will be deemed to have been given and received upon the date of the receiving party's actual receipt or five calendar days after mailing, whichever occurs first. In the case of e-mail transmission, the notice will be deemed to have been given and received on the date reflected on the delivery receipt of the e-mail.
2. For purposes of communicating regarding the project specifically, the parties designate the follow individuals as points of contact and have indicated the methods by which to contact such individuals:

The County:  
Name: Brandy Thompson

Title: County Manager  
Email: brandy.thompson@unionnm.us  
Phone: (575) 374-8896

The Eighth Judicial District Court:  
Name: Pamela Nay  
Title: CEO  
Email: [taodpsn@nmcourts.gov](mailto:taodpsn@nmcourts.gov)  
Phone: 575-751-8613

The AOC:  
Name: Dimple Tafoya  
Title: Chief Financial Officer  
Email: [aocdkt@nmcourts.gov](mailto:aocdkt@nmcourts.gov)  
Phone: (505) 827- 4832

XI. RECORDS AND AUDIT.

The County will maintain detailed invoices, which indicate the date and nature of services rendered. These records shall be subject to inspection by the AOC upon request. The AOC will have the right to audit billings, both before and after payment; payment under this IGA will not foreclose the right of AOC to recover excessive or illegal payment.

XII. CONFIDENTIALITY.

To the extent permitted by law, any confidential information provided to or developed by the County in the performance of this IGA will be kept confidential and shall not be made available to any individual or organization by the County.

XIII. CONFLICT OF INTEREST.

The County represents that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this IGA.

XIV. AMENDMENT.

This IGA must not be altered, changed or amended except by instrument in writing signed by the parties.

XV. SCOPE OF AGREEMENT.

This IGA incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written IGA. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this IGA.

XVI. PENALTIES.

The New Mexico Procurement Code, NMSA 1978, Section 13-1-28, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

~~XVII. RESERVED. INDEMNIFICATION.~~

~~XVII. Neither the County nor the AOC will be responsible for liability incurred as a result of the other party's acts or omissions in connection with this IGA. Any alleged tortious liability incurred in connection with this IGA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1.~~

Formatted: Space Before: 10.65 pt, Numbered + Level: 1 + Numbering Style: I, II, III, ... + Start at: 16 + Alignment: Left + Aligned at: -0.06" + Indent at: 0.44"

Commented [BT2]: This is addressed in XXI Liability.

XVIII. APPLICABLE LAW.

This IGA will be governed by the laws of the State of New Mexico.

XIX. WAIVER.

No waiver of any breach of any of the terms or conditions of this IGA will be held to be a waiver of any other or subsequent breach; nor shall any waiver be valid or binding unless the same shall be in writing and signed by the party alleged to have granted the waiver.

XX. EQUAL OPPORTUNITY COMPLIANCE:

The County agrees to abide by all federal and state laws pertaining to equal employment opportunity. If the County is found to be not in compliance with these requirements during the life of this IGA, the County agrees to take appropriate steps to correct these deficiencies.

XXI. LIABILITY.

Any and all claims by third parties resulting from this IGA are subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1. Neither party will be liable for the acts or omissions of the other party, nor for those of the other party's employees.

XXII. FAX/ ELECTRONIC SIGNATURE.

A signature sent by fax or electronic means will have the same legal effect as if the original has been signed in person.

**IN WITNESS WHEREOF**, the parties have executed this IGA as of the date of last signature by the parties.

**UNION COUNTY**

---



Union County Board of County Commissioners, Chair

**ATTESTATION:**

\_\_\_\_\_  
Brenda Green  
Union County Clerk

\_\_\_\_\_  
Date

Approved as to form:

\_\_\_\_\_  
xxxxxxx  
Union County Attorney

\_\_\_\_\_  
Date

**ADMINISTRATIVE OFFICE OF THE COURTS**

\_\_\_\_\_  
Artie Pepin  
AOC Director

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

Approved as to form:

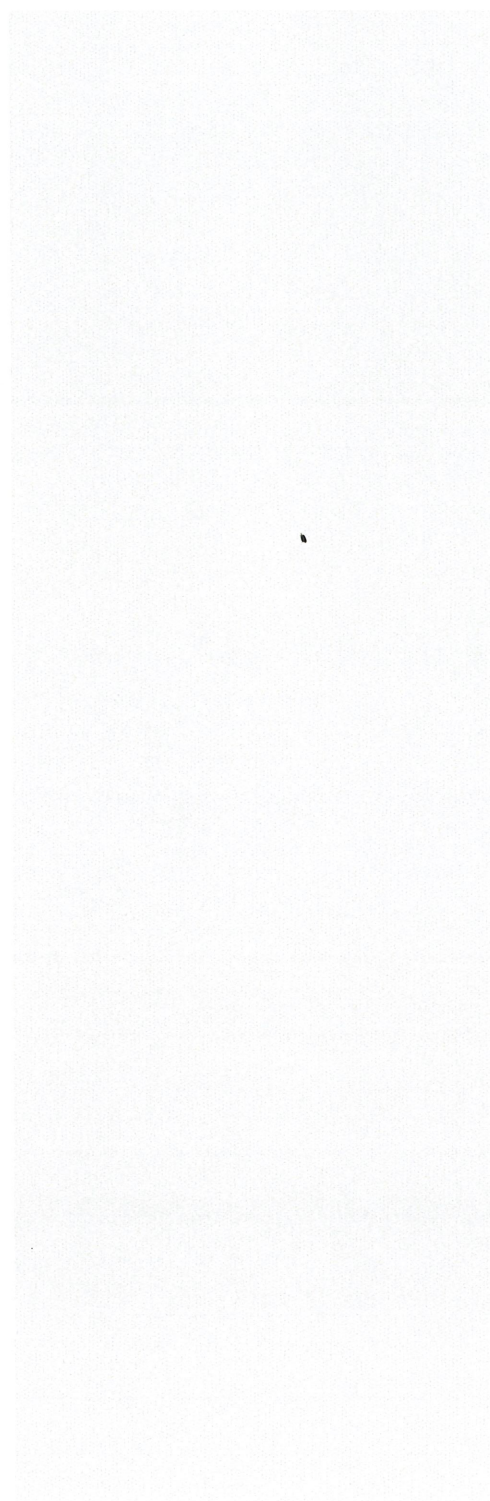
\_\_\_\_\_  
Celina Jones  
AOC General Counsel

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

**THE EIGHTH JUDICIAL DISTRICT COURT**

\_\_\_\_\_  
Emilio J. Chavez

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



Chief Judge

STATE OF NEW MEXICO

COUNTY OF UNION

FOLSOM

**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 5th day of March, 2024, by and between the VILLAGE OF FOLSOM, 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 \$95,000 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 \$95,000, 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 two (2) years 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 LEP 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. Disposition of Property.**

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. Liability**

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 Statute 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: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_

**ATTEST:**

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

DATE: \_\_\_\_\_

**SHERIFF OF UNION COUNTY  
NEW MEXICO**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

**THE VILLAGE OF FOLSOM**

BY: \_\_\_\_\_  
MAYOR

BY: \_\_\_\_\_  
COUNCILOR

BY: \_\_\_\_\_  
COUNCILOR

BY: \_\_\_\_\_  
COUNCILOR

**ATTEST:**

BY: \_\_\_\_\_  
MUNICIPAL CLERK

DATE: \_\_\_\_\_

**APPROVED:**

**DEPARTMENT OF FINANCE AND ADMINISTRATION**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_



OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
S6-2723038	A & I CAR CARE	INV#S62723038 PARTS FOR DOZER	402252012	29072	136.18
136.18	TOT\$ PAID				
136.18	BAL				
2292024	ALPHA DESIGN	ARCHITECT FEE - BATHROOM HAYDEN	409492028	29060	3464.27
3464.27	TOT\$ PAID				
3464.27	BAL				
85251956	BOUND TREE MEDICAL, LLC	BUEN KITS FOR FIRE TRUCKS	407412081	29068	356.67
356.67	TOT\$ PAID				
356.67	BAL				
111673	BRADLEY SUPPLY	INV#111673 SUPPLY	401032081	28832	15.92
15.92	TOT\$ PAID				
15.92	BAL				
111608	BRADLEY SUPPLY	INV#111608 SUPPLY	401032081	28832	7.58
7.58	TOT\$ PAID				
7.58	BAL				
111918	BRADLEY SUPPLY	INV#111918 SUPPLY	401032081	28832	49.99
49.99	TOT\$ PAID				
49.99	BAL				
111942	BRADLEY SUPPLY	INV#111942 SUPPLY	401032024	28832	24.99
24.99	TOT\$ PAID				
24.99	BAL				
141014	BRADLEY SUPPLY	INV#141014 SUPPLY	401032024	28832	172.98
172.98	TOT\$ PAID				
172.98	BAL				
125277	CARROT TOP INDUSTRIES	6 US/6NM FLAGS & SHIPPING	401032024	29062	863.63
863.63	TOT\$ PAID				
863.63	BAL				
2142024	CDL TIRE AND AUTO	SERVICE ON E22	410532012	28856	407.78
407.78	TOT\$ PAID				
407.78	BAL				
2232024	CDL TIRE AND AUTO	BATTERIES FOR E61	410532012	28856	713.78
713.78	TOT\$ PAID				
713.78	BAL				
66	CIVILITY GOVERNMENT	FY24 LOBBYING	401012101	28794	1349.22
1349.22	TOT\$ PAID				
1348	RELATIONS, LLC				
1348	CRH				

INVC#	Name	Description	Line Item	PO#	Amount
1349.22	BAL CLOVIS NM 88101				
59431	CLAYCOMB ELECTRIC	WATER HEATER/MENS RESTROOM	401032023	29076	95.00
95.00	TOT\$ PAID				
95.00	BAL PO BOX 671				
	CLAYTON NM 88415				
113357	J & H SUPPLY	INV#113357 SUPPLIES	402252076	29058	607.50
607.50	TOT\$ PAID				
607.50	BAL 2132 OZUNA N E				
	ALBUQUERQUE NM 87113				
9311316806	LAWSON PRODUCTS, INC.	INV#9311316806 SUPPLIES	402252076	29070	967.52
967.52	TOT\$ PAID				
967.52	BAL PO BOX 734922				
	CHICAGO IL 60673 4922				
4041785	MAYFIELD PAPER COMPANY	INV#4041785 BOX OF PAPER	401072009	28762	49.15
49.15	TOT\$ PAID				
49.15	BAL BOX 3889				
	SAN ANGELO TX 76902				
4039496	MAYFIELD PAPER COMPANY	INV#4039496 JANITOR SUPPLIES	401032046	28762	83.77
83.77	TOT\$ PAID				
83.77	BAL BOX 3889				
	SAN ANGELO TX 76902				
9220-83883	MC CLURES BIG J PARTS	INV#9220-83883 SUPPLIES	402252076	28836	24.98
24.98	TOT\$ PAID				
24.98	BAL P.O. BOX 94				
	CLAYTON NM 88415				
9220-83917	MC CLURES BIG J PARTS	INV#9220-83917 PARTS	402252012	28836	97.98
97.98	TOT\$ PAID				
97.98	BAL P.O. BOX 94				
	CLAYTON NM 88415				
9220-83919	MC CLURES BIG J PARTS	INV#9220-83919 PARTS	402252012	28836	80.56
80.56	TOT\$ PAID				
80.56	BAL P.O. BOX 94				
	CLAYTON NM 88415				
9220-83935	MC CLURES BIG J PARTS	INV#9220-83935 PARTS	402252012	28836	107.99
107.99	TOT\$ PAID				
107.99	BAL P.O. BOX 94				
	CLAYTON NM 88415				
9220-83938	MC CLURES BIG J PARTS	INV#9220-83938 PARTS	402252012	28836	228.22
228.22	TOT\$ PAID				
228.22	BAL P.O. BOX 94				
	CLAYTON NM 88415				
9220-83943	MC CLURES BIG J PARTS	INV#9220-83943 PARTS	402252012	28836	54.99
54.99	TOT\$ PAID				
54.99	BAL P.O. BOX 94				
	CLAYTON NM 88415				
9220-84050	MC CLURES BIG J PARTS	INV#9220-84050 SUPPLIES	402252076	28836	41.94

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
41.94	TOT\$				
	PAID				
41.94	BAL				
-----					
9220-84064	MC CLURES BIG J PARTS	INV#9220-84064 PARTS	402252012	28836	85.99
85.99	TOT\$				
	PAID				
85.99	BAL				
-----					
ML002348	NM COUNTY INSURANCE AUTHORITY	CAPULIN FD	407412067	29049	742.00
88313.00	TOT\$	REFD	410532067	29049	1094.00
	PAID	REFD KENTON STATION	410532067	29049	308.00
88313.00	BAL	SANTA FE NM 87501	411572067	29049	855.00
-----					
		GRENVILLE FD	408452067	29049	1653.00
		SEDAN FD	409492067	29049	908.00
		AMISTAD FD	402252067	29049	1081.00
		UC ROAD DEPT	501802076	29049	16864.00
		UC HOSPITAL	401012067	29049	5604.00
		UC COURTHOUSE	401012067	29049	13361.00
		OTHER BUILDINGS	401012067	29049	27846.54
		PAYROLL EXP/PHYSICAL DAMAGE GEN	402252067	29049	13715.46
		PAYROLL EXP/PHYSICAL DAMAGE RD	401012067	29049	531.00
		CRIME	401012067	29049	1088.00
		CYBER LIABILITY	401012067	29049	1004.00
		POLLUTION	401012067	29049	566.00
		EQUIPMENT BREAKDOWN	401012067	29049	1092.00
		PUBLIC OFFICIALS SURETY BOND	401012067	29049	
-----					
12929	NM EDGE COUNTY COLLEGE	CLASS - E. GARCIA	401042010	29057	650.00
650.00	TOT\$	NMSU COOPERATIVE EXTENSION SVC			
	PAID	MSC 3 AE, P.O. BOX 30003			
650.00	BAL	LAS CRUCES NM 88003 8003			
-----					
12921	NM EDGE COUNTY COLLEGE	CLASS - D. FIELDS	401042010	29057	150.00
150.00	TOT\$	NMSU COOPERATIVE EXTENSION SVC			
	PAID	MSC 3 AE, P.O. BOX 30003			
150.00	BAL	LAS CRUCES NM 88003 8003			
-----					
12698	NM EDGE COUNTY COLLEGE	CLASS - C. GARCIA	401022010	29057	490.00
490.00	TOT\$	NMSU COOPERATIVE EXTENSION SVC			
	PAID	MSC 3 AE, P.O. BOX 30003			
490.00	BAL	LAS CRUCES NM 88003 8003			
-----					
35509908001	OFFICE DEPOT	BINDERS/SCISSORS/FILE ACCORDIAN	401022009	28968	50.24
50.24	TOT\$				
	PAID	P.O. BOX 660113			
50.24	BAL	DALLAS TX 75266 0113			
-----					
355017924001	OFFICE DEPOT	SURGE PROTECTOR/INK CARTRIDGE	401062009	28968	110.93
110.93	TOT\$				
	PAID	P.O. BOX 660113			
110.93	BAL	DALLAS TX 75266 0113			
-----					
354631629001	OFFICE DEPOT	INV#354631629001 RESOLVE	401032046	28968	18.38
18.38	TOT\$				
	PAID	P.O. BOX 660113			
18.38	BAL	DALLAS TX 75266 0113			

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
354631627001	OFFICE DEPOT	INV#354631627001 COVER	401032046	28968	3.99
3.99	TOT\$				
3.99	P.O. BOX 660113				
	DALLAS TX 75266 0113				
354629165001	OFFICE DEPOT	INV#354629165001 PAPER TOWELS	401032046	28968	37.89
37.89	TOT\$				
37.89	P.O. BOX 660113				
	DALLAS TX 75266 0113				
8911	PANHANDLE BREATHING AIR SYSTEMS	INV#8911 CYLINDERS	407412081	28960	7335.00
7335.00	TOT\$				
	P.O. BOX 324				
	BUSHLAND TX 79012				
1024814877	PITNEY BOWES GLOBAL FINANCIAL	INK CARTRIDGE	401022006	28802	132.79
132.79	TOT\$				
	SERVICES LLC				
	PO BOX 981022				
	BOSTON MA 02298 1022				
37206374	QUILL CORPORATION	INV#37206374 OFFICE SUPPLIES	415682009	28828	167.68
167.68	TOT\$				
167.68	P.O. BOX 37600				
	PHILADELPHIA PA 19101 0600				
37208993	QUILL CORPORATION	INV#37208993 OFFICE SUPPLIES	415682009	28828	48.75
48.75	TOT\$				
48.75	P.O. BOX 37600				
	PHILADELPHIA PA 19101 0600				
37209779	QUILL CORPORATION	INV#37209779 OFFICE SUPPLIES	415682009	28828	34.20
34.20	TOT\$				
34.20	P.O. BOX 37600				
	PHILADELPHIA PA 19101 0600				
9023395472	RICOH USA, INC	ASSESSOR LEASE	499792013	28837	137.67
231.80	TOT\$				
	P.O. BOX 660342				
	DALLAS TX 75266				
231.80	BAL				94.13
506892125	RICOH USA, INC	SHERIFF COUNT	401082009	28837	70.66
185.92	TOT\$				
	P.O. BOX 660342				
	DALLAS TX 75266				
185.92	BAL				78.58
					36.68
22024	SHARON LOERA	MILEAGE FOR PROBAET CONFERENCE	401092010	29043	343.04
343.04	TOT\$				
	15 FEEDLOT LANE				
	CLAYTON NM 88415				
343.04	BAL				
2282024	SHARON LOERA	FY24 PREVENTION	426752101	28814	731.25
731.25	TOT\$				
	15 FEEDLOT LANE				
	CLAYTON NM 88415				
731.25	BAL				
7023	SIX-M TIRE AND SERVICE	TIRES FOR TRAILER	401082011	28795	563.96
563.96	TOT\$				
	1 LINCOLN ST				

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
563.96	BAL CLAYTON NM 88415				
CE-250	STEED USED OIL HEATER & SERVICE	INSTALLATION OF NEW OIL HEATER	604882028	28964	2800.00
2800.00	TOT\$ FRED STEED				
	PAID 3501 ROSEBUD ST				
2800.00	BAL AMARILLO TX 79118				
16771	SWAGERTY TRADING CO.	INV#16771 SUPPLIES	402252076	28763	86.55
86.55	TOT\$				
	PAID BOX 88				
86.55	BAL CLAYTON NM 88415				
16672	SWAGERTY TRADING CO.	INV#16672 SUPPLIES	402252076	28763	38.34
38.34	TOT\$				
	PAID BOX 88				
38.34	BAL CLAYTON NM 88415				
16658	SWAGERTY TRADING CO.	INV#16658 SUPPLIES	402252076	28763	582.88
582.88	TOT\$				
	PAID BOX 88				
582.88	BAL CLAYTON NM 88415				
16828	SWAGERTY TRADING CO.	INV#16828 SUPPLIES	401032023	28763	31.14
31.14	TOT\$				
	PAID BOX 88				
31.14	BAL CLAYTON NM 88415				
399	THE IT GUY	MICROSOFT OFFICE	402252081	28806	325.51
883.22	TOT\$	REMOTE MGMT/TECH ASSIST	401062102	28806	168.29
	PAID 901 MAIN ST	REMOTE MGMT/TECH ASSIST	426752076	28806	42.07
883.22	BAL CLAYTON NM 88415	REMOTE MGMT/TECH ASSIST	415682076	28806	42.07
		REMOTE MGMT/TECH ASSIST	401022102	28806	126.21
		REMOTE MGMT/TECH ASSIST	410532076	28806	84.14
		ANTI VIRUS/TECH ASSIST	402252076	28806	10.79
		REMOTE MGMT/TECH ASSIST	401072102	28806	84.14
252.43	TOT\$				
	PAID THE IT GUY	REMOTE MGMT/TECH ASSIST	401042102	28806	252.43
252.43	BAL 901 MAIN ST				
	CLAYTON NM 88415				
397	THE IT GUY	REMOTE MGMT/TECH ASSIST	401082102	28806	374.33
374.33	TOT\$				
	PAID 901 MAIN ST				
374.33	BAL CLAYTON NM 88415				
25-455567	TYLER TECHNOLOGIES, INC.	INSTALLATION ASSESSORS OFFICE	604882028	28913	242.72
242.72	TOT\$				
	PAID BOX 203556				
242.72	BAL DALLAS TX 75320 3556				
2850144002	UNIFIRST	MONTHLY SERVICE	401032046	28801	91.55
91.55	TOT\$				
	PAID PO BOX 600				
91.55	BAL WILMINGTON MA 01887				
44946	UNION COUNTY LEADER	2023 NEWSPAPERS FOR ARCHIVAL	401042008	28909	52.00

OUTSTANDING INVOICES

INVC#	Name	Description	Line Item	PO#	Amount
52.00	TOT\$				
	PAID	P.O. BOX 486			
52.00	BAL	CLAYTON NM 88415			
-----					
S03W0885439	WAGNER EQUIPMENT CO.	INV#S03W0885439 EQUIPMENT REPAIR	402252012	28931	1465.19
1465.19	TOT\$				
	PAID	P.O. BOX 919000			
1465.19	BAL	DENVER CO 80291 9000			
-----					
S03W0885443	WAGNER EQUIPMENT CO.	INV#S03W0885443 EQUIPMENT REPAIR	402252012	28931	7048.14
7048.14	TOT\$				
	PAID	P.O. BOX 919000			
7048.14	BAL	DENVER CO 80291 9000			
-----					
PS060111850	WARREN CAT	INV#PS060111850 SUPPLIES/PARTS	402252012	28858	608.99
608.99	TOT\$				
	PAID	PO BOX 842116			
608.99	BAL	DALLAS TX 75284 2116			
-----					
PS060111905	WARREN CAT	INV#PS060111905 SUPPLIES/PARTS	402252012	28858	179.82
179.82	TOT\$				
	PAID	PO BOX 842116			
179.82	BAL	DALLAS TX 75284 2116			
-----					
PS060111741	WARREN CAT	INV#PA060111741 SUPPLIES/PARTS	402252012	28858	67.05
67.05	TOT\$				
	PAID	PO BOX 842116			
67.05	BAL	DALLAS TX 75284 2116			
-----					
12192335	4IMPRINT, INC.	EMERGENCY PREPAREDNESS MAGNETS	401102081	29064	791.33
791.33	TOT\$				
	PAID	25303 NETWORK PLACE			
791.33	BAL	CHICAGO IL 60673 1253			
-----					

\*\*\*TOTAL INVOICING\*\*\* 125283.08

ARPA Funding - Encumbered by 12/31/2024 Expended by 12/31/26

	Amount Received	Expenditures to date	Encumbrances	Balance
ARPA 1st Tranche 5/21/21	\$ 394,206.50			
ARPA 2nd Tranche 6/13/2022	\$ 394,206.50			
	<u>\$ 788,413.00</u>			
Purchase Video Conferencing 2/8/2022		\$ 2,447.08		
Eforce Software 2/15/2023		\$ 80,857.34		
Clayton Senior Center Allocation 1/23 to 6/23		\$ 3,000.00		
DM Senior Center Allocation 1/23 to 6/23		\$ 6,000.00		
Strategic Planning 5/16/23		\$ 27,197.86		
ACOM Check Interface 11/16/23		\$ 9,247.00		
Melloy Dodge Ram 1500 11/16/23		\$ 43,943.00		
Melloy Chevrolet Chevy Blazer 1/3/24		\$ 37,130.00		
Mel's Heater Sales 2/8/24		\$ 14,692.21		
Tyler Software		\$ 283.50		
Integrity Overhead Doors 2/8/24		\$ 42,063.00		
Mission Auto 2/8/24		\$ 4,410.15		
		<u>\$ 271,271.14</u>		
Tyler Software			\$ 34,838.00	
Steed Used Oil Heater & Service			\$ 2,800.00	
Triadic Assessor Conversion Fee			\$ 15,000.00	
Time Clock Plus			\$ 9,598.66	
APIC Solutions, Inc - Generator			\$ 139,026.52	
Communication Assessment- Baca Valley			\$ 2,373.25	
			<u>\$ 203,636.43</u>	
2/26/24 Balance				\$ 313,505.43