### BOARD OF UNION COUNTY COMMISSIONERS REGULAR MEETING

### **AGENDA**

### November 14, 2023

UNION COUNTY, NM DOCUMENT #202300877 11/8/23 03:24:40 PM 1 of 1

BY Brenda Green

9:00 a.m.

- 1. Call to order
- 2. Pledge of Allegiance
- 3. Approval of agenda and minutes
- 4. Hospital Report
  - a. 6 Month Moratorium on NMFA Loans
- 5. Discussion/Possible Action Items
  - i. Canvass of Local Election
  - ii. Discussion, Consideration, and Possible Action for Road Closure Application—Skiles
  - iii. Discussion, Consideration, and Possible Action to Gates on County Roads
  - iv. MET Tower Applications NextEra
  - v. Approval of Bills
  - vi. Inventory Items Disposition Road Department International Water Truck
  - vii. Healthcare Assistance Approval of Claims
  - viii. County Travel Requests
    - ix. Strategic Planning Work Session
    - x. ARPA Funding

### 11:00 a.m. Citizen's Forum

- 1. County Manager Report
  - a. MRS Contract Community Custody Program
  - b. Legislative Conference
- 2. Road Superintendent
- 3. Fire Coordinator/Emergency Manager Report
- 4. Elected Officials Reports

### **Executive Session**

Pursuant to NMSA 1978, Section 10-15-1(H) 9 Acquisition of Real Property

1. Sheriff's Office

Possible Actions Items following executive session:

1. Purchase of Real Property

Adjourn

As of 11/8/2023

0/23			
1/23			
GET	ACTUAL	BUDGET	VARIANCE
	34	41	(7)
ı	247	180	67
6	7.26	4.39	(2.87)
2	449	457	(8)
5	1,469	1,546	(77)
	15	19	(4)
	2	0	2
	15	15	0
1000 p			N ==
0/23	YTD	YTD	YTD
GET	ACTUAL	BUDGET	VARIANCE
305	\$5,051	\$4,814	237
3)	(2,052)	(2,048)	(4)
2	2,999	2,766	233
3	711	820	(109)
95	3,710	3,586	124
8	1,878	2,003	125
3	192	144	(48)
1	260	364	104
8	332	324	(8)
4	741	881	140
2	189	215	26
11	3,592	3,931	339
6)	118	(345)	463
0	0	419	(419)
4	\$118	\$74	\$44
6	\$307	\$289	\$18
-		2000	25 - 25 C

			Audited
Unaudited	09/30/23	09/30/22	06/30/22
ASSETS			
Current Assets	\$2,216	\$3,077	\$3,926
Property, Plant & Equipment (Net)	9,505	9,811	9,833
Other Assets	919	605	654
Total Unrestricted Assets	12,640	13,493	14,413
Assets Whose Use is Limited	2,096	1,677	1,559
Total Assets	\$14,736	\$15,170	\$15,972
LIABILITIES AND NET ASSETS	VI NO. 1870-1971	10000	
Current Liabilities	\$1,569	\$1,598	\$1,823
Debt Borrowings, net of current	2,145	1,994	2,028
Total Liabilities	3,714	3,592	3,851
Net Position	11,022	11,578	12,121
Total Liabilities and Net Position	\$14,736	\$15,170	\$15,972

### **CLAYTON HEALTH SYSTEMS**

### **OCTOBER 23, 2023 MOR**

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

### Period Ending September 30, 2023

### **INCOME STATEMENT:**

- **1.** Gross patient revenue for September is \$1.55M; \$54k < budget; \$99k > PY.
- 2. Total net patient revenue for the month, after CA was \$874k.
- 3. Total other revenue for the month is \$167k.
- 4. County tax subsidy revenue is estimated at \$84k.
- **5.** Total MTD net operating revenue is \$1.1M; \$70k < budget; \$6k > PY.
- 6. Operating expenses for the month are \$1.2M; \$141k < budget; \$98k < PY.
- 7. Operating loss of \$45k and EBIDA gain of \$19k.

### YTD Budget to Actual Variances is as follows:

Gross Patient Revenue is over budget by \$237k.

Total Net Operating Revenues are over our YTD budget by \$124k.

Total Operating Expenses are under YTD budget by \$339k.

Salary/Benefits are under budget YTD by \$125k.

Professional fees/Purchased Services are under budget by \$56k.

Pharmacy, Medical, Other Supplies are over budget by \$8k.

Other operating expenses (postage, subscriptions, dues, licenses, taxes, maintenance, lease, utilities, travel, and education) are **under** budget by \$140k. Includes physician recruiting, audit invoices and 340B management fees.

Depreciation and Interest are under budget by \$26k.

### **BALANCE SHEET:**

- **8.** UCGH had cash and cash equivalents of \$435k.
- 9. September had CD balances total \$933k.
- 10. AR Mill Levy and GRT balance \$295k.
- **11.** Net Patient AR is \$1.26M.
- 12. AP Manual accruals is \$78k.
- 13. CR for 2022 has an estimated receivable of \$29k.
- 14. CR for 2023 has an estimated receivable of \$8k.
- **15.** August Days Cash on Hand is 11 days.



November 3, 2023

Union County, New Mexico Board of County Commissioners Attention: Clay Kiesling, Chairman P.O. Box 430 Clayton, New Mexico 88415

Dear Mr. Kiesling:

The New Mexico Finance Authority (the "Finance Authority") and Union County, New Mexico (the "Governmental Unit"), are parties to three Loan Agreements, Nos. PPRF-4931, PPRF-3384 and PPRF-3145 (the "Loan Agreements") for the benefit of the Union County General Hospital (the "Hospital"). The PPRF-4931 Loan Agreement documents a loan in the original principal amount of \$1,304,071 made by the Finance Authority to the Governmental Unit on August 23, 2019 (the "4931 Loan"). The PPRF-3384 Loan Agreement documents a loan in the original principal amount of \$1,171,793 made by the Finance Authority to the Governmental Unit on October 16, 2015 (the "3384 Loan"). The PPRF-3145 Loan Agreement documents a loan in the original principal amount of \$2,364,457 made by the Finance Authority to the Governmental Unit on October 17, 2014 (the "3145 Loan", and together with the 4931 Loan and the 3384 Loan, the "Loans").

Pursuant to a Letter Agreement, dated July 31, 2023 (the "First Letter Agreement"), the Finance Authority granted to the Governmental Unit a three-month moratorium of monthly installments of Loan Agreement Payments due under Section 5.2(a)(i) and Section 5.2(a)(ii) of the Loan Agreements (the "Monthly Payments"). The three-month moratorium under the First Letter Agreement applied to the Monthly Payments due on August 1, 2023, September 1, 2023 and October 1, 2023. The Monthly Payments due on August 1, 2023, September 1, 2023 and October 1, 2023 were not forgiven and the schedules attached as Exhibit "B" to the Loan Agreements were not modified.

The Finance Authority is willing to extend the moratorium of Monthly Payments for six months beginning on November 1, 2023 and ending on April 30, 2024 provided that the Governmental Unit signs this letter agreement (the "Second Letter Agreement") documenting the agreements between the Finance Authority and the Governmental Unit regarding the Monthly Payments and related matters.

Unless defined in this Second Letter Agreement, capitalized terms used in this Second Letter Agreement have the meanings set forth in the Loan Agreements. The terms and provisions of this Second Letter Agreement will replace entirely the terms and provisions of the First Letter Agreement. The First Letter Agreement will have no further force or effect.

The Finance Authority and Governmental Unit agree as follows:

- 1. The Finance Authority will not collect the Monthly Payments due on November 1, 2023 through and including April 1, 2024 pursuant to the Automated Clearing House ("ACH") agreements. For clarification purposes, the Monthly Payments are not being forgiven and the schedules attached as Exhibit "B" to the Loan Agreements are not being modified.
- 2. On April 30, 2024, the moratorium of Monthly Payments ends. On May 1, 2024, without limiting any other rights or remedies available to the Finance Authority pursuant to the Loan Agreements, or that are available at law or equity, the Finance Authority reserves the right to begin collecting Monthly Payments pursuant to the ACH agreements, unless an alternative solution is agreed upon by the parties in writing.
- 3. In accordance with Section 5.2(b) of the Loan Agreements and pursuant to the Intercept Agreements applicable to each respective Loan Agreement referenced herein, a monthly collection schedule will be prepared by the Finance Authority and given to the Governmental Unit and the State Taxation and Revenue Department. The State Taxation and Revenue Department shall thereafter distribute the Gross Receipts Tax Revenues set forth in the collection schedule to be applied to payment of the Loans as provided in the Loan Agreements and the Intercept Agreements.
- 4. Funds currently deposited in the Finance Authority Debt Service Accounts (and deposited pursuant to the Intercept Agreements) and Debt Service Reserve Accounts for each of the Loan Agreements, will be used to make the Loan Agreement Payments due on November 1, 2023, May 1, 2024 and November 1, 2024 on each of the Loans until such funds are depleted, as shown on the schedules of payment attached to the respective Loan Agreements.
- 5. In accordance with Section 5.2 of the Loan Agreements, upon the depletion of the funds currently deposited in the Finance Authority Debt Service Accounts for each of the Loan Agreements and deposited pursuant to the Intercept Agreements, the funds currently deposited in the Loan Agreement Reserve Accounts for each of the Loan Agreements, will thereafter be used to make the Loan Agreement Payments due on November 1, 2023, May 1, 2024 and November 1, 2024 on each of the Loans as shown on the schedules of payment attached to the respective Loan Agreements.
- 6. In accordance with Section 5.2(d) of the Loan Agreements, during the moratorium of Monthly Payments contemplated by this Second Letter Agreement, the Finance Authority will not require the Governmental Unit to replenish the Loan Agreement Reserve Accounts. On April 30, 2024, the moratorium of Monthly Payments ends. On May 1, 2024, without limiting any other rights or remedies available to the Finance Authority pursuant to the Loan Agreements, or that are available at law or equity, the Finance Authority reserves the right to require the replenishment of the Loan Agreement Reserve Accounts in accordance with Section 5.2(d) of the Loan Agreements, unless an alternative solution is agreed upon by the parties in writing.

- 7. The Governmental Unit reasserts, ratifies and reaffirms all of the Governmental Unit's obligations under the Loan Agreements and performance of any and all of the documents related to the Loan Agreements, including, but not limited to, the Arbitrage and Tax Certificates for each of the Loans (the "Tax Certificates"), all of which shall continue in full force and effect.
- 8. The Governmental Unit specifically acknowledges, agrees and represents to and with the Finance Authority that:
- A. This Second Letter Agreement is a legal, valid and binding obligation of the Governmental Unit and is enforceable against the Governmental Unit in accordance with its terms.
- B. The covenants and obligations set forth in this Second Letter Agreement benefit and are in the best interest of the Governmental Unit.
- C. The indebtedness evidenced by the Loan Agreements are valid and existing and are not subject to any defenses, offsets, claims or counterclaims.
- D. No indulgence or part indulgence by the Finance Authority and nothing contained herein or in any other agreement between the Finance Authority and the Governmental Unit, nor any other action or inaction by the Finance Authority, has waived or shall constitute a waiver of any default or Event of Default that may exist under the Loan Agreements or an election of remedies by the Finance Authority or a waiver of any of the rights, remedies or recourse of the Finance Authority provided in the Loan Agreements or otherwise afforded by law or in equity.
- E. The Finance Authority will intercept the Pledged Revenues in accordance with the monthly collection schedule prepared by the Finance Authority and given to the Governmental Unit and the State Taxation and Revenue Department. Notwithstanding anything to the contrary in the Loan Agreements or this Second Letter Agreement, the Governmental Unit further agrees that the Finance Authority will continue to intercept the Pledged Revenues through the term of the Loans.
- F. There are no actions, suits or proceedings pending or, to the best of the Governmental Unit's knowledge, threatened against the Governmental Unit that would, if adversely determined, have a material adverse effect upon the financial condition of the Governmental Unit.
- G. There are no outstanding or unpaid judgments against the Governmental Unit.
- H. The Governmental Unit is in compliance with all requirements of the Tax Certificates.
- 9. As soon as available but in no event later than fifteen (15) days of the end of each quarter beginning with the quarter ending December 31, 2023, the Governmental Unit shall submit the following to the Finance Authority:

- quarterly financial statements for the Hospital in form and content A. acceptable to the Finance Authority; and
- any other financial information reasonably requested by the Finance В. Authority.

The Governmental Unit shall continue to submit the monthly information as required by the Finance Authority until such time as the Finance Authority notifies the Governmental Unit in writing that the information is no longer required.

- The Governmental Unit hereby waives and releases the Finance Authority from 10. any and all claims and defenses, known or unknown, with respect to the Loan Agreements, the Tax Certificates and the other documents related to the Loan Agreements and the transactions contemplated thereby.
- The failure of the Governmental Unit to perform its obligations under this Second 11. Letter Agreement as and when due will be, at the option of the Finance Authority, an Event of Default under the Loan Agreements.
- The Governmental Unit and the Finance Authority agree that this Second Letter Agreement is incorporated into and made part of the Loan Agreements for all effects and purposes. The Governmental Unit and the Finance Authority agree that except as modified by this Second Letter Agreement, the Loan Agreements and all of their terms and conditions remain in full force and effect and such terms and conditions are legally binding upon the parties and are ratified and confirmed.

Very truly yours,

NEW MEXICO FINANCE AUTHORITY

By \_\_\_\_\_\_ Marquita D. Russel, Chief Executive Officer

### AGREED AND CERTIFIED:

BOARD OF COUNTY COMMISSIONERS, UNION COUNTY, NEW MEXICO

, Chair

, 2023

### ACKNOWLEDGED:

CLAYTON HEALTH SYSTEMS, INC. dba UNION COUNTY GENERAL MOSPITAL

Ву

Chief Executive Officer

Dated:

, 2023

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Comes now Cliff Skiles and Jody Skiles, whose address is P.O. Box 1729, Dalhart, Texas, 79022 and whose cell phone number is 806-344-5454 and hereby applies to the Union County Board of County Commissioners for the closure of a county road or portion thereof, and in support of said application state as follows:

The county road name of the road we seek to close is Sayre Road - B060.

The description of the portion of the road we seek to close begins and ends as follows:

Entire road from intersection of State Highway 406 to the home of Cliff and Jody Skiles. Seek to vacate about 1.84 miles.

The names, addresses and phone numbers of all persons who have a legal, equitable or leasehold interest in the property are:

Names(s)	Address	Phone Number
Clifford and Jody Skiles	P.O. Box 1729, Dalhart, TX 79022	806-344-5454
	Names(s) Clifford and Jody Skiles	,,

The road or portion of the road we seek to close (does) (does not) provide access to public lands, either federal or state.

We (have not) contacted the Union County Superintendent and made him aware of this request.

Date:	9	27	23	Petition Politic	Deff oner States	Jan.	n_
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Comes now Cliff Skiles, whose address is P.O. Box 1729, Dalhart, Texas, 79022 and whose cell phone number is 806-344-5454 and hereby applies to the Union County Board of County Commissioners for the closure of a county road or portion thereof, and in support of said application state as follows:

The county road name of the road we seek to close is Potter Road - B078.

The description of the portion of the road we seek to close begins and ends as follows:

The entire road from intersection with State Road 406 to the end of county maintenance, about 0.55 miles.

The names, addresses and phone numbers of all persons who have a legal, equitable or leasehold interest in the property are:

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	Names(s)	Address	Phone Number
1.	Clifford and Jody Skiles	P.O. Box 1729, Dalhart, TX 79022	806-344-5454
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lan	The road or portion of the roads, either federal or state.	ad we seek to close (dees) (does not) pr	rovide access to public
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Comes now Cliff Skiles, whose address is P.O. Box 1729, Dalhart, Texas, 79022 and whose cell phone number is 806-344-5454 and hereby applies to the Union County Board of County Commissioners for the closure of a county road or portion thereof, and in support of said application state as follows:

The county road name of the road we seek to close is El Valle Escondido - B059.

The description of the portion of the road we seek to close begins and ends as follows:

From the Southwest corner of the SE1/4SE1/4 of Section 13, Township 30 North, Range 37 East to the end of the road at the old Raymond Huff home. About 2.2 miles are sought to be vacated.

The names, addresses and phone numbers of all persons who have a legal, equitable or leasehold interest in the property are:

	Names(s)	Address	Phone Number
1.	C.A. Skiles Family Partnership, Ltd.	P.O. Box 1729, Dalhart, TX 79022	806-344-5454
2.	General Partner, Cliff Skiles	P.O. Box 1729, Dalhart, TX 79022	806-344-5454
3.			
4.			
5.			
6.			

The road or portion of the road we seek to close (does) (does not) provide access to public lands, either federal or state.

We (<u>have</u>) (<del>have not</del>) contacted the Union County Superintendent and made him aware of this request.

Date:	9_	27	23	Petitioner Petitioner			
				Petitioner	<u></u> .	 ~ ~~~	

Comes now Cliff Skiles, whose address is P.O. Box 1729, Dalhart, Texas, 79022 and whose cell phone number is 806-344-5454 and hereby applies to the Union County Board of County Commissioners for the closure of a county road or portion thereof, and in support of said application state as follows:

The county road name of the road we seek to close is Quimby Road - B073.

The description of the portion of the road we seek to close begins and ends as follows:

Entire road from intersection with State Road 456 near Goodson School House to the old Fred and Reva Ray Brown home. About 1.32 miles..

Phone Number

The names, addresses and phone numbers of all persons who have a legal, equitable or leasehold interest in the property are:

Address

Names(s)

1.	C.A. Skiles Family Partnership, Ltd	P.O. Box 1729	Dalhart TX 79022	806-344-5454
	,		,, 1341141, 171 / 2022	
2.	Deaf Smith County Grain Process President, Cliff Skiles	•	9, Dalhart, TX 79022	806-344-5454
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lan	The road or portion of the road ds, either federal or state.	l we seek to ele	ose (does) ( <u>does not)</u> pro	vide access to public
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Dat	e: 9 27 23		ACQUIN Petitioner	Mac
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Comes now Cliff Skiles, whose address is P.O. Box 1729, Dalhart, Texas, 79022 and whose cell phone number is 806-344-5454 and hereby applies to the Union County Board of County Commissioners for the closure of a county road or portion thereof, and in support of said application state as follows:

The county road name of the road we seek to close is Goodson Road – B063.

The description of the portion of the road we seek to close begins and ends as follows:

From the Northwest corner of the NE1/4SW1/4 of Section 17, Township 31 North, Range 36 East to the terminus of the road at house. About 1.39 miles.

Phone Number

The names, addresses and phone numbers of all persons who have a legal, equitable or leasehold interest in the property are:

Address

Names(s)

1.	Deaf Smith County, Grain Processor President – Clifford Skiles	s, Inc. P.O. Box 1729, Dall	nart, TX 79022	806-344-5454
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Comes now Cliff Skiles, whose address is P.O. Box 1729, Dalhart, Texas, 79022 and whose cell phone number is 806-344-5454 and hereby applies to the Union County Board of County Commissioners for the closure of a county road or portion thereof, and in support of said application state as follows:

The county road name of the road we seek to close is Black Mesa Road – B070 and B072.

The description of the portion of the road we seek to close begins and ends as follows:

From a cattle guard located near the Southeast corner of the NW1/4SW1/4 of Section 4, Township 31 North, Range 36 East to the West line of the SW1/4 of Section 1, Township 32 North, Range 35 East. Total distance about 3.6 miles.

The names, addresses and phone numbers of all persons who have a legal, equitable or leasehold interest in the property are:

	Names(s)	Address	Phone Number
1.	Deaf Smith County, Grain Proce President - Clifford Skiles	essors, Inc. P.O. Box 1729, Dalhart, TX 79022	806-344-5454
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		Petitioner	
		Petitioner	

### ALSUP LAW OFFICE

Gary D. Alsup Licensed in New Mexico P.O. Box 518 Clayton, New Mexico 88415 Telephone: (575)374-8935 gary@alsuplawoffice.com

Sent via U.S. regular mail and email

September 21, 2023

Ms. Brandy Thompson Union County Manager P.O. Box 430 Clayton, New Mexico 88415 brandy.thompson@unionnm.us

Mr. Gary Wright
Union County Road Superintendent
P.O. Box 430
Clayton, New Mexico 88415
gary.wright@unionnm.us

Re: Cliff Skiles, C.A. Skiles Family Partnership, Ltd. and Deaf Smith County Grain Processers, Inc. Applications for Road Closures in Northeastern Union County, New Mexico

Dear Brandy and Gary:

Cliff Skiles wants to close several county roads and portions of several more which serve only his ranch land. There are a total of six roads involved and I will address each of the roads in this correspondence. I have been out to look at the roads with Cliff and if you have any questions about the roadways discussed in this correspondence please do not hesitate to call or send an email. Gary, if you want to go out there and look at the roadways or portions of the roadways with me just give me a call and I will be happy to go out and look at the areas Cliff is requesting to close with you.

The roads involved run off of Highways 406 and 456 near the intersection of those two highways. I will address each road starting from the South, moving North and then West. Attached are three Plats from the Assessor's 2012 Plat Book depicting the roads discussed below.

### 1. El Valle Escondido - B0 59

El Valle Escondido Road gives access to lands owned by C.A. Skiles Family Partnership, Ltd. in Township 30 North, Range 37 East, N.M.P.M. as well as some state lease lands in Section 13 of that township and range. Dr. Skiles is asking that the County vacate the South end of El Valle Escondido Road commencing at the termination of the state lease access at the Southwest corner

of the SE1/4SE1/4 of Section 13, Township 30, Range 37 East. It is about 2.2 miles from the termination of the state lease access to the old Huff Place. Plat A demonstrates the portion of the roadway sought to be closed. No other land owner uses the road way or accesses their land from El Valle Escondido Road. The roadway does provide access to state lease but the partial closure would not affect that access. El Valle Escondido Road has several creek crossings which tend to wash out and is a difficult road to maintain. Dr. Skiles has suffered a substantial amount of property damage at the old Huff Place and further North on El Valle Escondido Road due to vandalism and theft and is concerned about the security of family members and employees.

### 2. Sayre Road – B060

Sayre Road is depicted on Plat A. This road serves lands owned by Clifford A. Skiles, Jr. and his wife, Jody Skiles. No other land owner uses that road to access other private lands and Sayre Road does not provide access to any state lease lands or federal lands. Dr. Skiles seeks to vacate the entire road from its intersection with Highway 406 to the Skiles residence, a distance of approximately 1.86 miles. This road provides access to the old Sayre residence and several barns where tractors and other equipment are stored and serviced as well as providing access to the Skiles' principal Union County residence. There have been a number of break ins in the barns and the Sayre residence which are only about a quarter of a mile from Cliff's house. The road is in good shape but leaving the road open has become a serious security issue for Cliff and his family as well as his employees.

### 3. Potter Road – B078

Cliff seeks to vacate Potter Road from the intersection of Highway 406 East 0.55 miles to the terminus of the county maintenance of that road. Potter Road provides access to ranch lands owned by Clifford A. Skiles, Jr. and his wife, Jody Skiles. Potter Road does not provide access to lands owned by any other person or to any state or federal lands. Potter Road runs from the highway East into a creek bottom and then up the East side to some old ruins. Cliff has suffered property damage due to theft of tools in the vicinity of the ruins and would like to close the road as a security measure. Potter Road is also depicted on Plat A.

### 4. Quimby Road – B073

Quimby Road provides access from the Dry Cimarron Highway, SR 456, near the old Goodson School House to the residence formerly occupied by Fred Brown and Reva Ray Brown as well as another residence approximately a half mile West of the old Brown Place. Quimby Road provides access to lands owned by C.A. Skiles Family Partnership, Ltd. and Deaf County Grain Processors, Inc., both entities are controlled and owned by Cliff Skiles. Quimby Roads does not provide access to any other landowner's property or to any state lease or federal lands. Quimby Road is approximately 1.32 miles long. Both residences accessed by Quimby Road have been broken into numerous times and furniture, tools and equipment out of the barns have been removed. The incidents of theft and vandalism on the Skiles ranch have increased substantially over the past several years and it is getting to where ranch hands and their wives, as well as Cliff and Jody, are concerned for their security. In a recent incident a rattlesnake was left in one of the ranch hand's mailboxes. Quimby Road is depicted in Plat B.

### 5. Black Mesa Road – B070 and B072

Black Mesa Road heads North from Highway 456 out of Section 16 in Township 31 North, Range 36 East, N.M.P.M. then heads West and curves back to the South to enter Highway 456 in Section 12, Township 31 North, Range 35 East. The roadway provides access to lands owned by Deaf Smith County Grain Processors, Inc. and also to tracts of state lease lands towards the East and West side of Black Mesa Road. The area sought to be closed is all on Deaf Smith County Grain Processors, Inc. land from approximately the Southeast corner of the NW1/4SW1/4 of Section 4, Township 32 North, Range 36 East to the East line of the SE1/4 of Section 1, Township 32 North, Range 36 East. That stretch of Black Mesa Road is depicted on Plat C. The distance sought to be vacated is approximately 3.6 miles. This portion of Black Mesa Road does not provide access to lands owned by any landowner other than Deaf Smith County Grain Processors, Inc. State lease which is accessed off of Black Mesa Road will continue to be accessible following the closure of the private portion of Black Mesa Road.

One of the residences on the Skiles Ranch occupied by a ranch hand and his family is located on Black Mesa Road. Those folks have small children. The roadway passes virtually through the yard between the house and the barn of that residence and traffic traveling at a high rate of speed at various hours of the night and day are a real concern for Cliff's cowboy and his family. There has been a substantial amount of property damage and theft from the barns and fields accessed off of Black Mesa Road including theft of batteries from loaders and farm tractors, wheels and tires from a loader, and various tools, mounts, appliances and furnishings from the residence and barns. The ranch hand living on the road serviced by Black Mesa Road is the ranch hand who opened a mailbox to find a rattlesnake in it. There is no reason to keep the road open for access to trespassers, thieves and vandals who constitute a security issue for Cliff's ranch hands and their families.

### 6. Goodson Road

Goodson Road is depicted on Plat B. Goodson Road lies South of Highway 456 and traverses through approximately one-half mile of state lease land before providing access to Deaf County Grain Processors, Inc. property and terminating at a residence on the South end of the road. The portion sought to be vacated is from the West line of state lease lands in Sections 17, Township 31 North, Range 36 East to the residence at the end of the road being a distance of approximately 1.39 miles. The only lands accessed by Goodson Road are owned by Deaf County Grain Processors, Inc. except for about one-half mile of state lease lands when the Goodson Road first leaves Highway 456. Vacating that portion of the Goodson Road after it leaves the state lease land will not affect access to any public lands or to any other landowner's property. The residence at the end of the road, which formerly served as the family home for the Goodson School Master, has been modernized and remodeled and is now used as a hunting lodge. That residence has been broken into a number of times and a number of furnishings and appliances as well as other personal property carried off.

Sheriff Skaggs is aware of many of the problems with criminal activity and security discussed in this communication. If you need further information in connection with your recommendation to the Commission please do not hesitate to call.

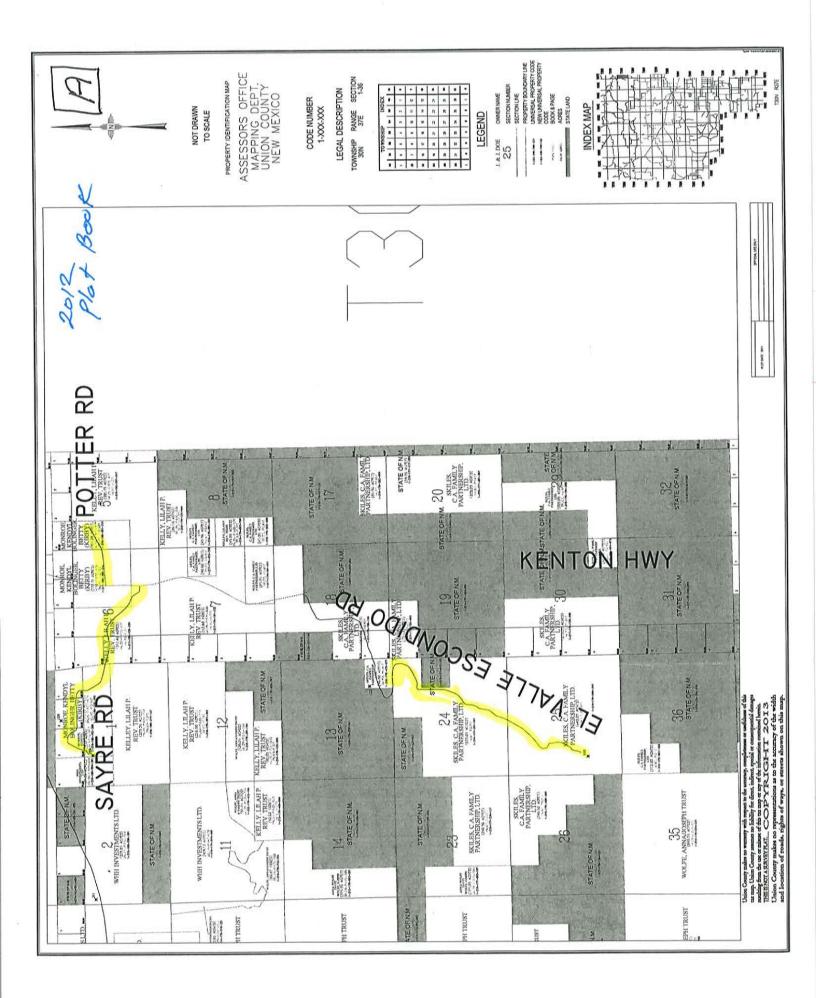
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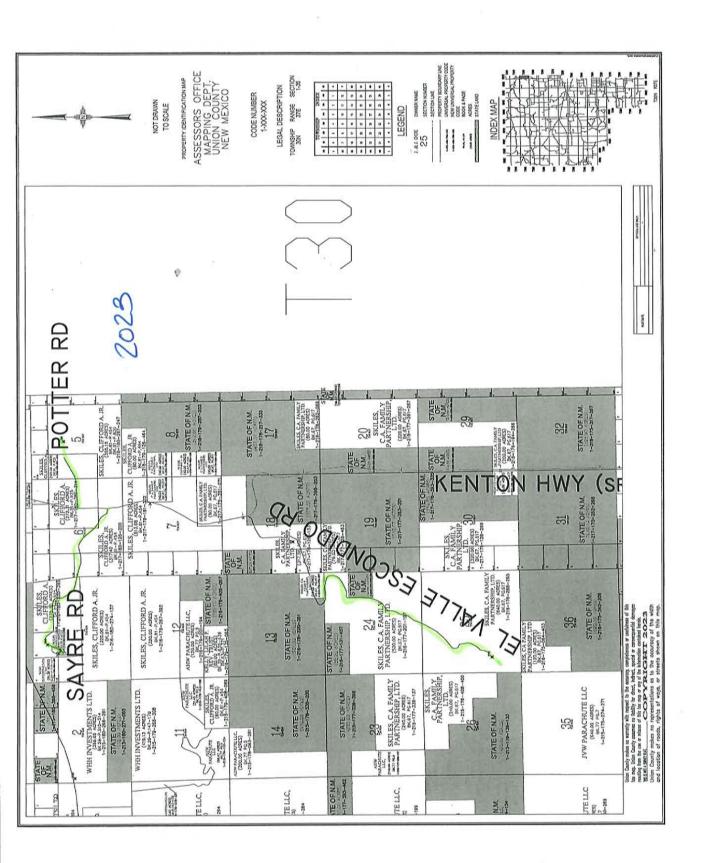
Sincerely,

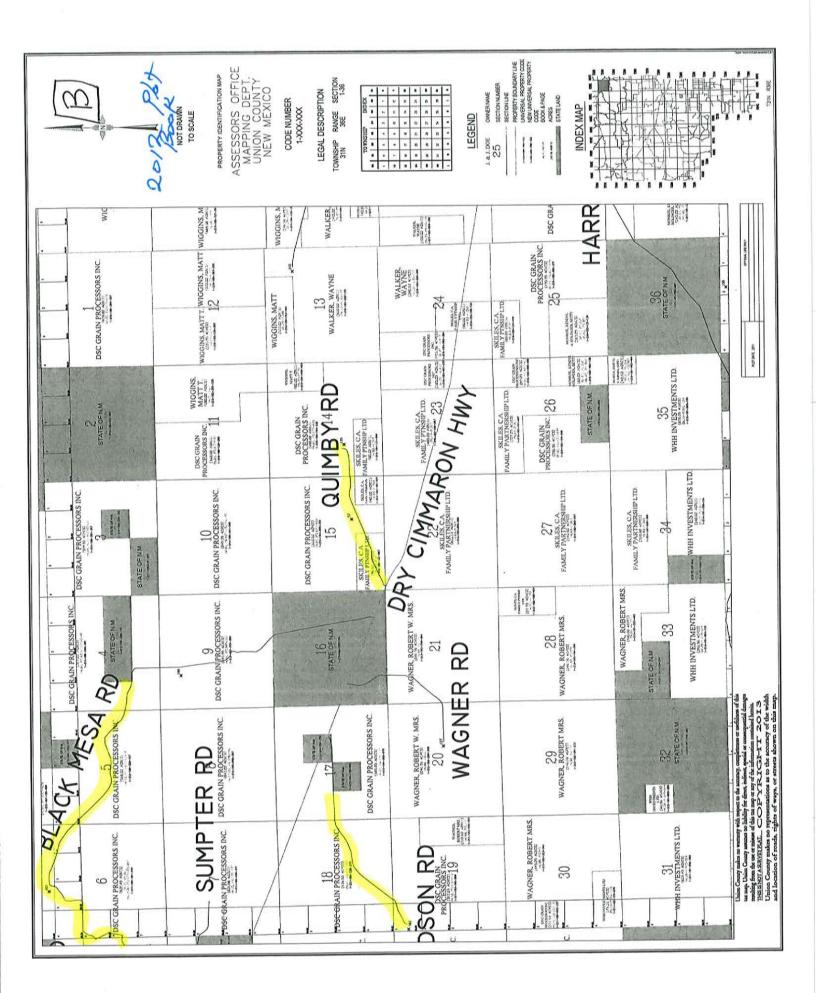
Gary D. Alsup

GDA:cda Enclosures

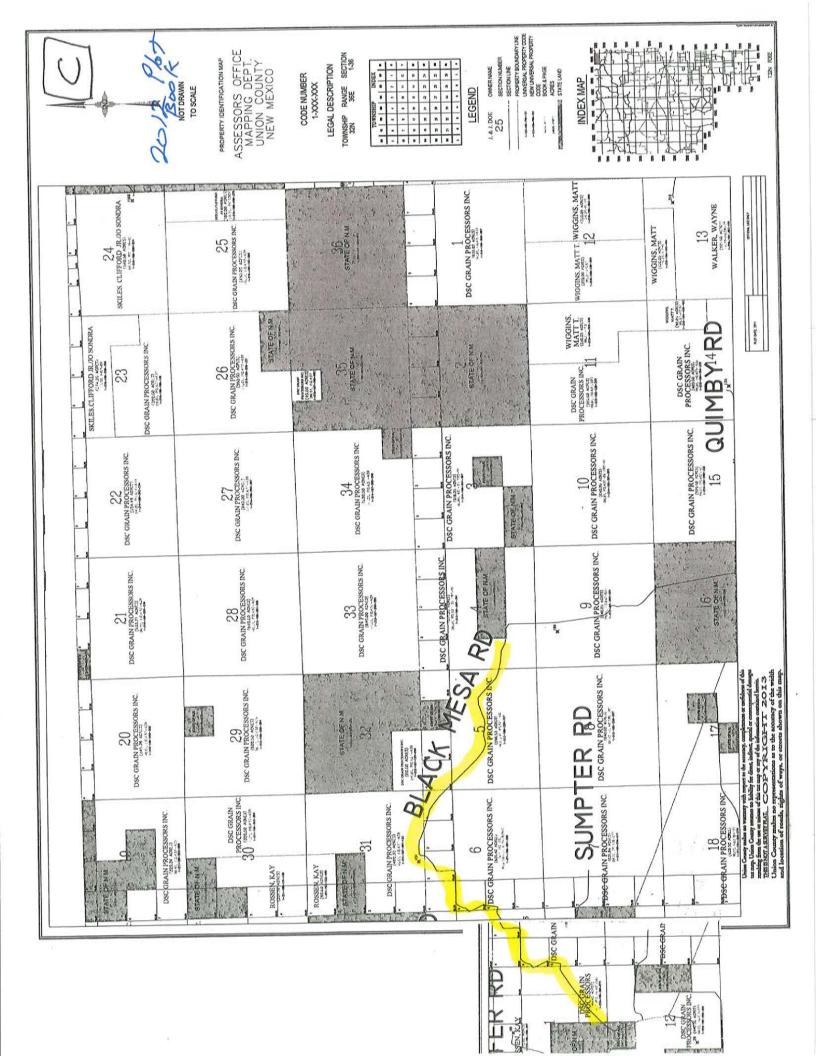
Cc: Cliff Skiles



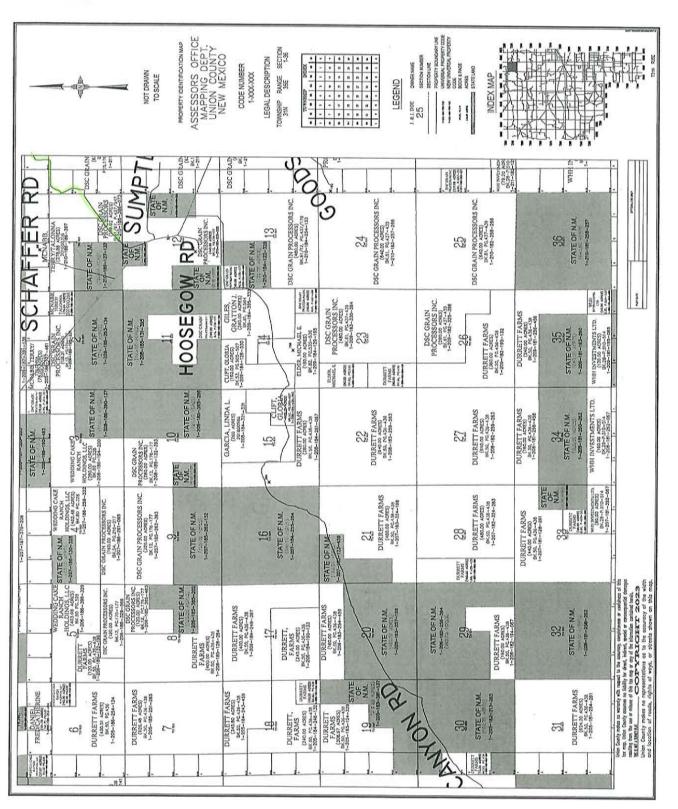




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### III. CLOSING EXISTING ROADS

Although formal procedures exist under New Mexico Statues (section 67-2-7 and 67-5-4 NASA Comp of 1978) for vacation and/or abandonment of a public road, the county recognizes the following informal procedures for making such a request. As required by law, however, any vacation or abandonment must be by formal declaration and is solely in the discretion of the Board of Union County Commissioners.

As described in section II above, it is recommended that notice be given to the administrative assistant and the road superintendent of the request which can then be discussed at the next regularly scheduled commission meeting. A person or person's requesting road closure should be prepared to present to the commission the following information:

- 1. The location and road number of the road(s) sought to be closed.
- 2. The beginning and ending point of the closure.
- 3. The length of the section of road or road's sought to be closed.
- 4. The names of all land owner's and tenants whose interest will be effected by the road closure.
- 5. Whether all person's effected by the closure have consented to such closure.
- 6. Whether the roadway sough to be closed provides ingress and egress to public property, le. State or Federal lands.
- 7. The effect of said closure on the existing road network and any new burden placed on those who currently use the road.

If after discussion of items above and any other concern, the county commissioners wish to consider road closure, it shall request the road superintendent to present his or her report, either oral or written, confirming the representations made with respect to the above topics.

It is contemplated that any person or persons who seek road closure will have already made every reasonable attempt to contact those persons who use the road.

The road superintendent shall make his or her report to the County Commission at the next regularly scheduled meeting. The commissioners may then decide to obtain more information or reject the closing request. Should commission decide to go forward with road closure and if they deem it appropriate, they shall publish notice that they intend to vacate the road or section of roadway. Should the commission vacate the roadway and later determine that a misrepresentation or mistake was made attributable to the person or persons who sought the

closure, the commission may rescind their closure. Any closure of a public road may or may not be deemed a vacation or abandonment depending on the intent of the county commission in its final action.

The form to petition for the closure of a road is attached to these policies.

After closure of any road or portion thereof by the county, the county shall have the right, but not the duty, to remove any and all improvements made by the county, including but not limited to, cattle guards, culverts, fencing or other fixed improvements.

### IV. ALTERNATIVE OF EXISTING ROAD

An alteration of the course of an existing county road would involve, by definition, closing a public road and creating a new roadway section. Although alteration may occur pursuant to petition under section 67-5-5 NASA Comp of 1978, such alteration may be directly sought from the commission at its regular meeting, under the same procedures described in section II and III above.

### V. RIGHT-OF-WAY POLICY-EASEMENT(S)

Any new road created by Union County shall be based on a deed (purchase or condemnation), court order, or right-of-way easement. The right-of-way easement shall be in a form agreeable to the county and shall be given to the county attorney for review. Right-of-way easement forms shall be available from the county, but may be altered or amended based on advise of counsel or for any reason the County Commission deems appropriate. Minimum standards of sufficiency include:

- 1. Grant by all persons holding ownership interest, either legal or equitable.
- 2. Description of the property owned by the grantor.
- 3. Description of the easement granted including width, starting point, ending point, direction and length.
- 4. Notarization

## 2021 New Mexico Statutes :: Chapter 67 - Highways :: Article 2 - General Provisions :: Section 67-2-7 - Petition for determination of abandonment or vacation.

Any owner of lands abutting any highway, street or road, his heirs or assigns may petition the state or any commission, department, bureau, agency or political subdivision thereof, who believes a section of any public road, street or highway is not [no] longer needed for public purposes, [and] may petition the state or any commission, department, bureau, agency or political subdivision thereof for a formal determination of abandonment or vacation.

History: 1953 Comp., § 55-1-7, enacted by Laws 1959, ch. 192, § 2.

### **ANNOTATIONS**

**Bracketed material.** — The bracketed material in this section was inserted by the compiler for purposes of clarity; it was not enacted by the legislature and is not a part of the law.

County commissioners proper body to vacate or abandon roads. — Sections 67-2-4, 67-2-6 and 67-2-7 NMSA 1978 all relate to the vacation or abandonment of public highways, streets or roads by formal declaration, determination or order of the state or the appropriate commission, department, institution, bureau or political subdivision thereof. Being in pari materia, these statutes should be construed so as to give effect to every provision. They evince an intent on the part of the legislature to provide a formal procedure for the abandonment or vacation of public roads, streets and highways, and the district courts are not vested with this power. The county commission is the proper body to abandon or vacate roads in suit to quiet title. *Chavez v. County of Valencia*, 1974-NMSC-035, 86 N.M. 205, 521 P.2d 1154.

**Subject-matter jurisdiction not conferred by consent.** — Although the county entered an appearance in the quiet title suit and participated in the proceedings therein conducted by the district court, this did not confer jurisdiction or power in the district court over the subject matter of the suit, insofar as the subject matter of the suit was concerned with the quieting of title in the roads as subject-matter jurisdiction cannot be conferred by consent of the parties. *Chavez v. County of Valencia*, 1974-NMSC-035, 86 N.M. 205, 521 P.2d 1154.

Am. Jur. 2d, A.L.R. and C.J.S. references. — 39 Am. Jur. 2d Highways, Streets and Bridges § 148.

39A C.J.S. Highways §§ 130 to 135.

# 2021 New Mexico Statutes :: Chapter 67 - Highways :: Article 5 - Vacation, Alteration and Establishment of County Roads and Bridges :: Section 67-5-4 - [Discontinuance; procedure; viewers; county-line roads.]

Whenever, in the opinion of the board of county commissioners of any county, any road or part of road then established and maintained as a public highway is not needed, or the repairs of the same are burdensome and in excess of the benefits therefrom, they may at a regular meeting appoint a board of commissioners of three freeholders of the county as viewers, to view such road or part of road, and make report thereof to the board of county commissioners at their next regular meeting, setting forth fully their finding, and if they recommend a discontinuance of such road or part of road, then the board of county commissioners may order the same vacated: provided, that if such road runs on the county line between two counties, the county commissioners of both the counties interested shall appoint viewers and the concurrence of the county commissioners of both counties shall be necessary to vacate it.

**History:** Laws 1905, ch. 124, § 3; Code 1915, § 2655; C.S. 1929, § 64-704; 1941 Comp., § 58-404; 1953 Comp., § 55-4-4.

### **ANNOTATIONS**

**Legislative intent.** — Sections 67-5-4, 67-2-6 and 67-2-7 NMSA 1978 all relate to the vacation or abandonment of public highways, streets or roads by formal declaration, determination or order of the state or the appropriate commission, department, institution, bureau or political subdivision thereof, being in pari materia, these statutes should be construed, if reasonably possible, so as to give effect to every provision of each, and these statutes evince an intent on the part of the legislature to provide a formal procedure for the abandonment or vacation of public roads, streets and highways; hence the district courts are not vested with this power. *Chavez v. County of Valencia*, 1974-NMSC-035, 86 N.M. 205, 521 P.2d 1154.

**Right to object to closing by nonabutting property owner.** — One whose property does not abut on a closed section of a street or road ordinarily has no right to complain of the closing or vacation of such road, provided he still has reasonable access to the general street or road system. *Mandell v. Board of Comm'rs*, 1940-NMSC-003, 44 N.M. 109, 99 P.2d 108.

**Proof of special damages by nonabutting owner.** – Proof of some special or peculiar damage

to a claimant, though not an abutting owner, may support damages resulting from closing of road or street, but the damage suffered must be substantially different in kind, and not merely in degree, from that suffered by the public in general. *Mandell v. Board of Comm'rs*, 1940-NMSC-003, 44 N.M. 109, 99 P.2d 108.

Complaint seeking vacation proceedings review dismissed. — Dismissal of complaint seeking review of proceedings by board of county commissioners in vacating a highway within county but outside of a city, and seeking injunctive relief as an interference with plaintiffs' private easement of way, required to be appraised for correctness upon a determination of whether plaintiffs had an easement of right-of-way, or at least one superior to the statutory right of the county to vacate the section of street or road in question. *Mandell v. Board of Comm'rs*, 1940-NMSC-003, 44 N.M. 109, 99 P.2d 108.

**Statutory requirements for viewers' report.** — Statute does not require viewers' report to contain more than a finding that the road or street sought to be vacated is not needed, and the recommendation that it be closed. *Mandell v. Board of Comm'rs*, 1940-NMSC-003, 44 N.M. 109, 99 P.2d 108.

**Jurisdiction over subject matter.** — Although the county entered an appearance in the quiet title suit and participated in the proceedings therein conducted by the district court, this did not confer jurisdiction or power in the district court over the subject matter of the suit, insofar as the subject matter of the suit was concerned with the quieting of title in the roads, as subject-matter jurisdiction cannot be conferred by consent of the parties. *Chavez v. County of Valencia*, 1974-NMSC-035, 86 N.M. 205, 521 P.2d 1154.

**Effect of section.** — This section is authority for the board of county commissioners of Bernalillo county vacating and closing a portion of a public road located in a platted area outside of the Albuquerque city limits. 1958 Op. Att'y Gen. No. 58-87.

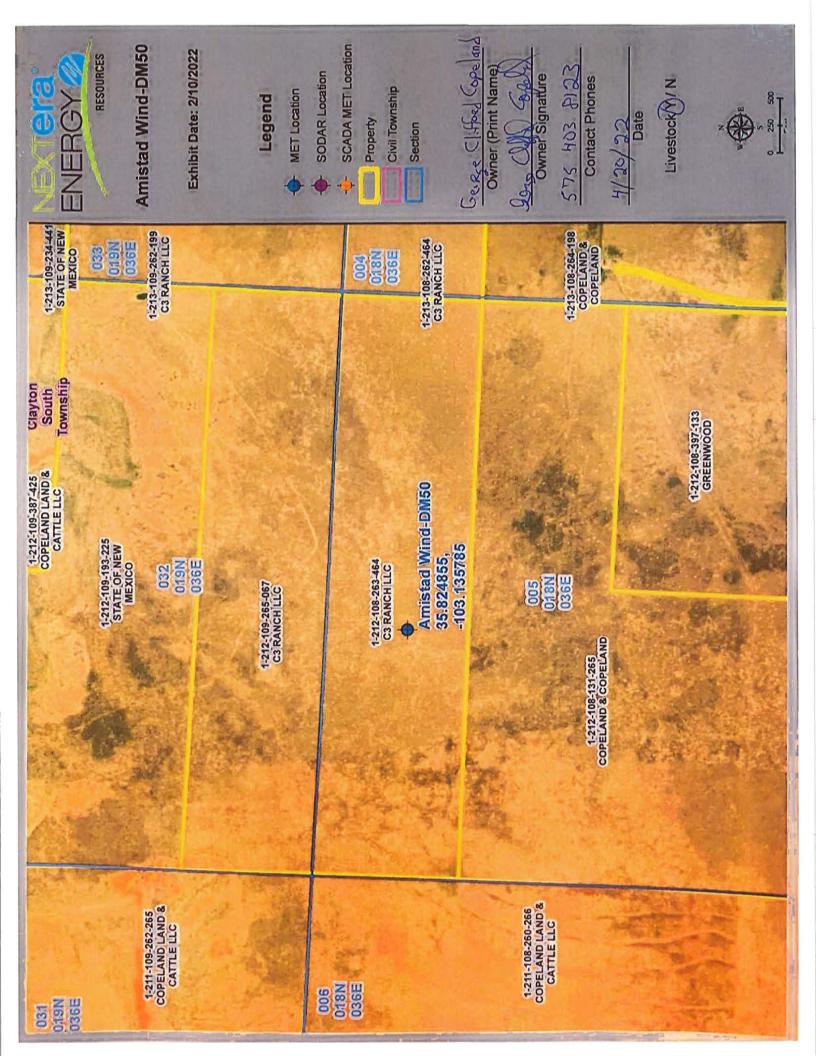
**General rule** is to the effect that where the absolute and unqualified fee is in the municipality or other public agency, it divests the original owner of its entire interest so that upon discontinuance of the way as such the title does not revert to the grantor or abutting owner but remains in the municipality or other agency unaffected by the vacation. 1958 Op. Att'y Gen. No. 58-87.

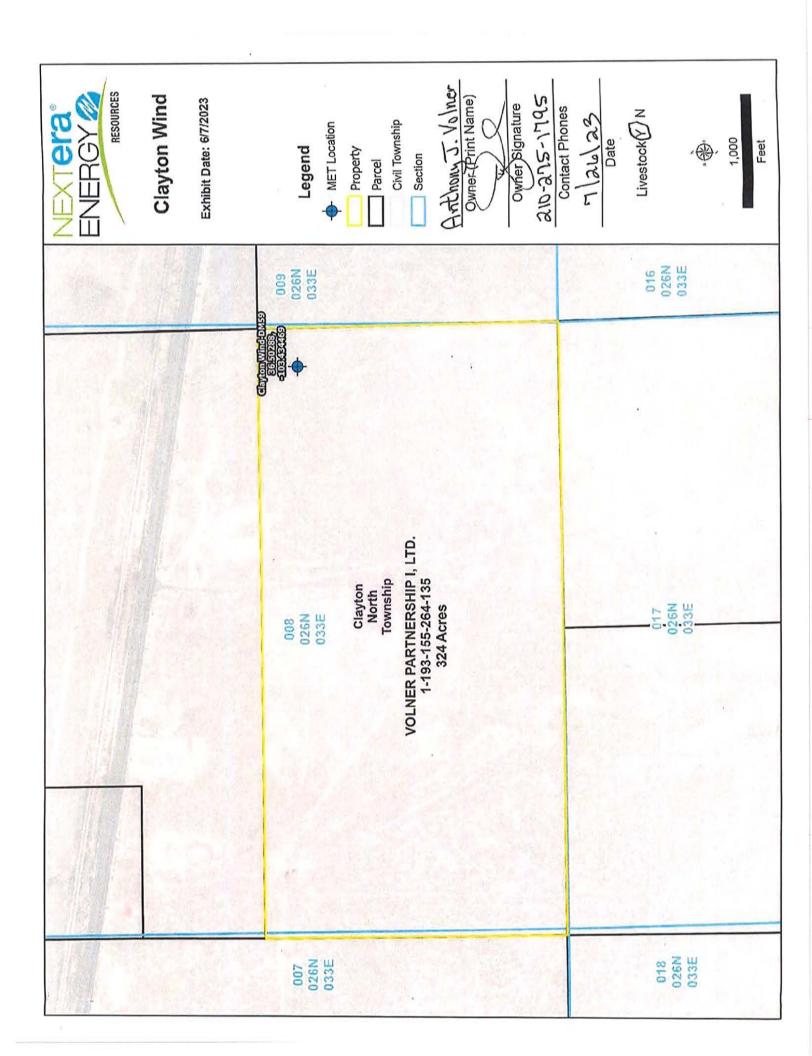
Am. Jur. 2d, A.L.R. and C.J.S. references. — 39 Am. Jur. 2d Highways, Streets and Bridges §§ 137 to 139, 154.

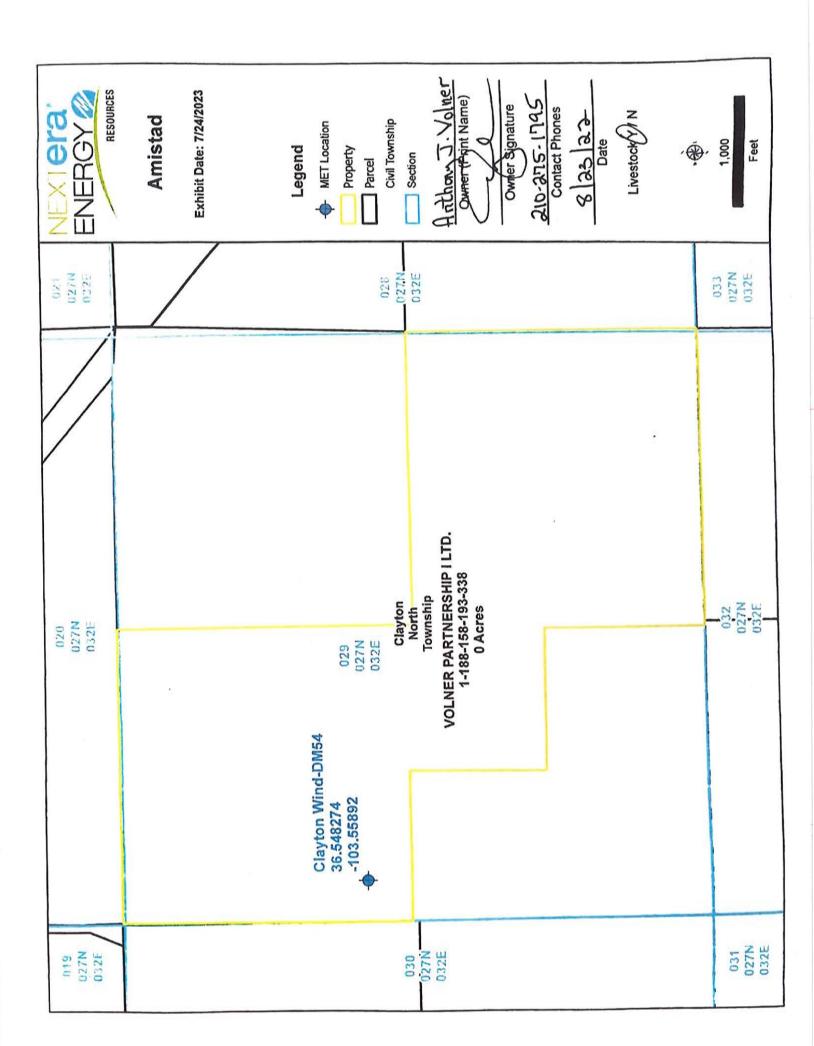
Right to compensation by nonabutting owner for vacation of section of highway, 49 A.L.R. 330, 93 A.L.R. 639.

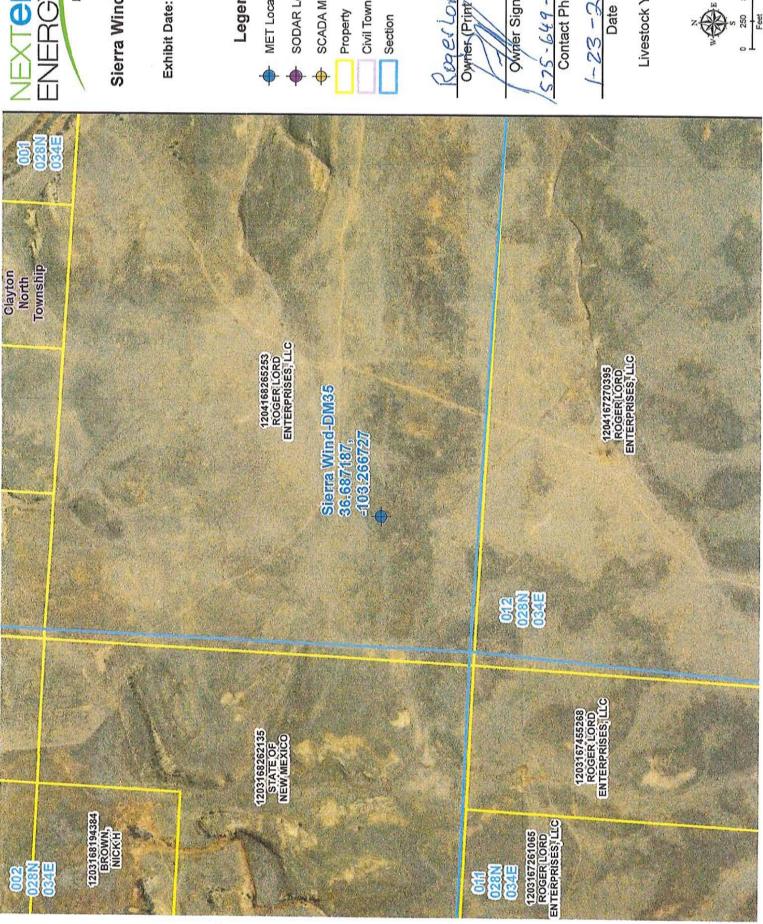
Validity and construction of regulations as to subdivision maps or plats, 11 A.L.R.2d 524.

Title	Project Name State	State	Status	Verification/Status (MET Program) AssetType Latitude Longitude Parcel Name	AssetType Latitude	Longitude Parcel Name
Clayton Wind-DM50	Clayton Wind	NM	SIGNED	AWAITING PERMITS	MET Tower 35.824855	MET Tower 35.824855 -103.135785 C3 Ranch L.L.C.
Clayton Wind-DM54	Clayton Wind	MN	SIGNED	AWAITING PERMITS	MET Towel 36.548274	MET Towei 36.548274 -103.55892 Volner Partnership I Ltd.
Clayton Wind-DM59	Clayton Wind	NM	SIGNED	AWAITING PERMITS	MET Towel 36.50288	MET Towei 36.50288 -103.434469 Volner Partnership I, Ltd.
Sierra Wind-DM35	Sierra	NM	SIGNED	AWAITING PERMITS	MET Tower 36.687187	MET Tower 36.687187 -103.266727 Roger Lord Enterprises Llc
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Sierra Wind-DM35

Exhibit Date: 2/10/2022

### Legend

MET Location

SODAR Location

SCADA MET Location

Property

Civil Township

Section

Repections Entlic

Owner Signature

575-649-8503 Contact Phones

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Livestock Y / N



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XA101080840 38.01 TOT\$ PAID 38.01 BAL	BRUCKNERS TRUCK SALES AMARILLO CORPORATE BILLING LLC DEPT 100 P.O. BOX 830604 BIRNINGHAM AL 35283	INV#XA101080840 PARTS	402252012	28730	38.01
2023103 58.95 TOT\$ PAID 58.95 BAL	CARLOS L FERNANDEZ P.O. BOX 4 DES MOINES NM 88418	POLLWORKER MILEAGE - 2023 RLE	401052104	28973	58.95
5728-425343 8.30 TOT\$ PAID 8.30 BAL	CARQUEST-RATON 326 S. SECOND ST. RATON NM 87740	INV#5728-425343 BULBS	407412081	28 958	8.30
2195.00 TOT\$ PAID 2195.00 BAL	CASCO INDUSTRIES, INC PO BOX 8007 SHREVEPORT LA 71148	INV#256186 GEAR	408452081	28942	2195.00
256187 657.00 TOT\$ PAID 657.00 BAL	CASCO INDUSTRIES, INC PO BOX 8007 SHREVEPORT LA 71148	INV#256187 GEAR	408452081	2 8 9 4 2	657.00
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10232023 193.18 TOT\$ PAID 193.18 BAL	CHERYL GARCIA 416 JEFFERSON ST CLAYTON NM 88415	REIMBURSEMENT TRUNK OR TREAT	426752081	28936	193.18
2023103 65.50 TOT\$	CHERYL PERSCHBACHER 234 PERSCHBACHER RD	POLLWORKER MILEAGE - 2023 RLE	401052104	28979	65.50

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OUTSTANDING INVOICES	Line Item		401012101	401012110	408452012	401052019	408452076	409492012	AL 401042013	401032046	409492023	410532025	.PS 415682081	401052104
SINO	Description		INV#24 FY24 LOBBYING	FY 24 ALLOCATION	INV#10267 TRUCK BATTERIES S-26	REIMBURSEMENT ELECTION SHIRTS	INV#009319 PUMPING SEPTIC TANK	REPAIR TO WELL	INV#3426 COUNTYFUSION MNT ANNUAL	INV#9882573430 DAMP RID (20)	WATER LINE/INSTALL OVERFLOWS	ACCT#GSC01654 INTERNET	INV#4105942 BADGE HOLDERS &CLIPS	VOTING SUPPLIES/SHIPPING
15:28:27	Мате	AMISTAD NM 88410	CIVILITY GOVERNMENT RELATIONS, LLC 1348 CRH CLOVIS NM 88101	CLAYTON UNION COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP P.O. BOX 105 CLAYTON NM 88415	DEASON AUTOMOTIVE P.O. BOX 426 TEXLINE IX 79087	DEVIAN FIELDS P.O. BOX 33 TEXLINE TX 79087	DUMAS PUMPING SERVICE 306 BRUCE AVE DUMAS IX 79029	GIRARD WELL SERVICE DAVID E. GIRARD 324 S 4TH ST NARA VISA NM 88430	GOVOS, INC P.O. BOX 676237 DALLAS TX 75267 6237	GRAINGER DEPT 853662880 P.O. BOX 419267 KANSAS CITY MO 64141 6267	HARRIS WELDING & CONSTRUCTION P.O. BOX 568 HARTLEY TX 79044	HUGHESNET NETWORK SYSTEMS LLC P.O. BOX 96874 CHICAGO IL 60693 6874	IDVILLE 5376 52ND ST SE GRAND RAPIDS MI 49512	INK IMPRESSIONS, INC
Date: 11/08/23 15	INVC#	65.50 BAL	24 1349.22 TOT\$ PAID 1349.22 BAL	1122023-1 45000.00 TOT\$ PAID 45000.00 BAL	10267 698.85 TOT\$ PAID 698.85 BAL	1052023 107.40 TOT\$ PAID 107.40 BAL	9319 550.00 TOT\$ PAID 550.00 BAL	29703 1024.88 TOT\$ PAID 1024.88 BAL	3426 17552.00 TOT\$ PAID 17552.00 BAL	982573430 88.78 TOT\$ PAID 88.78 BAL	2360 1479.00 TOT\$ PAID 1479.00 BAL	B1-414354666 139.93 TOT\$ PAID 139.93 BAL	4105942 180.36 TOT\$ PAID 180.36 BAL	59498

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DEAR AUTOMATED ELECTION SINVICES  RIO RANCHO NM 87144  JAMIE M NIXON  157 CAIN RD.  NARA VISA NM 88430  F.O. BOX 547  CLAYTON NM 88415  RRISTOPHER LAWRENCE  20% PER DIEM 2023
POLLWORKER MI INV#2818 RADI 20% PER DIEM
12818 RADI
PER DIEM
LIGHT REPAIR
ATTORNEY SERVICES
POLLWORKER MILEAGE
POLLWORKER MILEAGE
JANITOR SUPPLIES BOX OF PAPER
JANITOR SUPPLIES
INV#9220-81946
INV#9220-81955

Amount	Alliomic	36 90.76	36 153.98	142.49	36.58	336 214.99	6.29	108.91	336 79.74	336 97.04	836 22.64	28836 13.99-	28836 141.53
#C A	#O.4	2883.6	5883	2883	28836	2883	28836	2883	2883	288	2 8 8 3	288	288
} + 	Line Item	402252012	402252076	402252076	402252076	402252012	402252012	402252012	402252012	402252012	402252076	402552012	402252076
	Description	INV#9220-81957 PARTS	INV#9220-81944 SUPPLIES	INV#9220-81968 SUPPLIES	INV#9220-81970 SUPPLIES	INV#9220-81977 PARTS	INV#9220-81983 PARTS	INV#9220-81992 PARTS	INV#9220-81993 PARTS	INV#9220-82005 PARTS	INV#9220-82009 SUPPLIES	INV#9220-82010 PARTS	INV#9220-82086 SUPPLIES
	Name	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	1 G	S BIG 94 NM 884	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	1 P 8	MC CLURES BIG J PARTS
:	INVC#	9220-81957 90.76 TOT\$ PAID 90.76 BAL	9220-81944 153.98 TOT\$ PAID 153.98 BAL	9220-81968 142.49 TOT\$ PAID 142.49 BAL	36.58 BAL	9220-81977 214.99 TOT\$ PAID 214.99 BAL	9220-81983 6.29 TOT\$ PAID 6.29 BAL	9220-81992 108.91 TOT\$ PAID 108.91 BAL	9220-81993 79.74 TOT\$ PAID 79.74 BAL	9220-82005 97.04 TOT\$ PAID 97.04 BAL	9220-82009 22.64 TOT\$ PAID 22.64 BAL	9220-82010 13.99- TOT\$ PAID 13.99- BAL	9220-82086

OUTSTANDING INVOICES

Date: 11/08/23 15:28:27

OUTSTANDING INVOICES	
15:28:27	
Date: 11/08/23 15:	

lt T		164.43		, v.	42.58	318.54	64.47	24.00	2009.	69.05	154.24	39.27	47.96	58.78
PO# Amount		28836		1 0 0 1 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	5 8 8 3 9 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	5 8836	5 88 39 6 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	28836	58836	28836	58836	58836	58836	28836
The Them	חדזים דכפווי	402252012		402252076	402252076	402252012	402252076	402252076	402252012	402252012	402252012	402252076	402252012	402552012
,	Description	INV#9220-82096 PARTS	1	INV#9220-82099 SUPPLIES	INV#9220-82101 SUPPLIES	INV#9220-82204 PARTS	INV#922082222 SUPPLIES	INV#9220-82275 SUPPLIES	INV#9220-82290 PARTS	INV#9220-82360 PARTS	INV#9220-82322 PARTS	INV#9220-82370 SUPPLIES	INV#9220-82397 PARTS	INV#9220-82391 PARTS
72:20:51	Name	CLAYTON NM 88415 	P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS P.O. BOX 94 CLAYTON NM 88415	MC CLURES BIG J PARTS
Date: 11/08/23 15:	INAC#		PAID BAL	9220-82099 1 35.97 TOT\$ PAID 35.97 BAL	9220-82101   42.58 TOT\$   42.58 BAL	9220-82204 318.54 TOT\$ PAID 318.54 BAL	122 134 110 110	9220-82275 24.99 TOT\$ PAID 24.99 BAL	9220-82290 209.99 TOT\$ PAID 209.99 BAL	9220-82360 69.05 TOT\$ PAID 69.05 BAL	9220-82322 154.24 TOT\$ PAID 154.24 BAL	9220-82370 39.27 TOT\$ PAID 39.27 BAL	9220-82397 47.96 TOT\$ PAID 47.96 BAL	9220-82391

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11/08/23	
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	ļļ.		43943.00	150.00	500.00	52.40	633.97	153.09	100.87	511.22	205.84	257.30	126.58
Page: 7	PO# Amount		28927	28 94 6	28943	28978	28944	28944	28980	28308	28308	28908	28908
DING INVOICES	Line Item		604882028	401042010	426752101	401052104	401082009	401082009	401052104	409492081	407412025	407412025	408452025
OUTSTANDING	Description		INV#38417 2023 RAM 1500 SSV CREW	INV# 12217 CPS ASSESSMNT-FALL 23	RENTAL OF UC EXTENSION OFFICE	POLLWORKER MILEAGE - 2023 RLE		INV#333563810001 VACUUM	POLLWORKER MILEAGE - 2023 RLE	INV#615741 PROPANE LINE	PROPANE - CAPULIN EMS	PROPANE - CAPULIN FD	PROPANE - SEDAN FD CRAFT RD
15:28:27	Name	P.O. BOX 94 CLAYTON NM 88415	MELLOY DODGE 9621 COORS BLVD NW ALBUQUERQUE NM 87114	NM EDGE COUNTY COLLEGE NMSU COOPERATIVE EXTENSION SVC MSC 3 AE, P.O. BOX 30003 LAS CRUCES NM 88003 8003	NMSU UNION COUNTY EXTENSION P.O. BOX 428 CLAYTON NM 88415	NONIE TIDMORE 155 CAIN RD AMISTAD NM 88410	OFFICE DEPOT P.O. BOX 660113 DALLAS TX 75266 0113	OFFICE DEPOT P.O. BOX 660113 DALLAS TX 75266 0113	PATRICIA COPELAND 859 ROMERO RD NARA VISA NM 88430	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167
Date: 11/08/23 15	INVC#	58.78 TOT\$ PAID 58.78 BAL	38417 43943.00 TOT\$ PAID 43943.00 BAL	12217 150.00 TOT\$ PAID 150.00 BAL	10122023 500.00 TOT\$ PAID 500.00 BAL	11072023 52.40 TOT\$ PAID 52.40 BAL	333459702001 633.97 TOT\$ PAID 633.97 BAL	333563810001 153.09 TOT\$ PAID 153.09 BAL	20231003 100.87 TOT\$ PAID 100.87 BAL	615741 511.22 TOT\$ PAID 511.22 BAL	U1210154 205.84 TOT\$ PAID 205.84 BAL	U1210155 257.30 TOT\$ PAID 257.30 BAL	U1210327 126.58 TOT\$ PAID 126.58 BAL

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	;	£	Tine Item	PO# Amount	ע
IN/C#	Name	Describeron	;;) }		
U1210321 801.69 TOT\$ PAID 801.69 BAL	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167	PROPANE - AMISTAD HEIMANN RD	409492025	28908	801.69
1024169855 160.28 TOT\$ PAID 160.28 BAL	PITNEY BOWES GLOBAL FINANCIAL SERVICES LLC PO BOX 981022 BOSTON MA 02298 1022	INK CARTRIDGE	401022006	28802	160.28
41661 3232.33 TOT\$ PAID 3232.33 BAL	POWERDMS, INC. PO BOX 749609 ATLANTA GA 30374	INV#41661 POWERPOLICY&POWERTRAIN	1 605922081	28889	3232.33
10172023 345.00 TOT\$ PAID 345.00 BAL	PROPERTY TAX DIVISION APPRAISAL BUREAU P.O. BOX 25126 SANTA FE NM 87504 5126	COURSE 102 IAAO - B WALKER	401062010	28945	345.00
11012023 47.92 TOT\$ PAID 47.92 BAL	PTCI P.O. BOX 1188 GUYMON OK 73942 1188	ACCT#196023 PHONE SERVICE	410532025	28804	47.92
34894483 332.80 TOT\$ PAID 332.80 BAL	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	ENVELOPES	401072009	28828	332.80
35093494 70.78 TOT\$ PAID 70.78 BAL	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	RIBBON/MOISTENER/LEAD REFILL	401072009	28828	70.78
1032023 28.82 TOT\$ PAID 28.82 BAL	RHONDA HOLMAN 105 HOLMAN RD SEDAN NM 88436	POLLWORKER MILEAGE - 2023 RLE	401052104	28972	28.82
102023 1500.00 TOT\$ PAID 1500.00 BAL	RICARDO TRUJILLO DBA TRU CLEANING SERVICES 416 JEFFERSON ST. CLAYTON NM 88415	CLEANING SERVICES	401032101	28873	1500.00
5068406405 24.85 TOT\$ PAID 24.85 BAL	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266	CLERK COUNT	401042009	28837	24.85
10232023 39.30 TOT\$ PAID 39.30 BAL	ROBBIE D. COBLE 786 STEAD RD CLAYTON NM 88415	MILEAGE - POLLWORKER TRAINING	401052104	28971	39.30
203419 135.00 TOT\$	SENTINEL OFFENDER SERVICES PO BOX 8436	INV#203419 GPS MONITORING	424772307	28831	135.00

Date: 11/08/23 15:28:27

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nt	ı	250.00	84.85	134.90	128.93	201.08	52.88 131.64 56.81 79.55 70.16 55.01 55.01 55.01 151.90 69.87 77.43 77.43	1645.24	81.92	314.42
PO# Amount		28814	28814	28795	28795	28754	28754 28754 28754 28754 28754 28754 28754 28754 28754 28754 28754 28754 28754 28754 28754 28754	28307	28307	28307
Line Item		E 401052019	426752081	ON 401082011	R 401082011	T 408452012	409492025 407412025 407412025 410532025 411572025 411572025 111 408452025 1 408452025 1 408452025 1 409492025 410532025 410532025 410532025 410532025 410532025 410532025 410532025 410532025 410532025 410532025	412622081	412622081	CO 412622081
Description		TRANSLATION SERVICES - 2023 RLE	REIMBURSEMENT ON RC CARS (2)	INV#6498 OIL CHNGE/TIRE ROTATION	INV#6444 OIL CHANGE/TIRE REPAIR	INV#10001555 REPLACE CELL LIGHT	ACCT#211110014 AMISTAD FD WELL ACCT#21111001 CAPULIN FD ACCT#211110002 CAPULIN EMS ACCT#211110003 REFD KENTON ACCT#211110004 GRENVILLE FD ACCT#211110006 REFD SENECA ACCT#211110007 SEDAN FD STATION ACCT#211110009 SEDAN FD STATION ACCT#211110010 SEDAN FD THOMAS ACCT#211110010 SEDAN FD THOMAS ACCT#211110011 AMISTAD FD AG ACCT#211110012 REFD GILBERTS ACCT#211110013 REFD MAIN ACCT#211110015 AMISTAD/HAXDEN FD ACCT#211110005 HAYDEN FIRE STAT	INV#9204768526 ADAPTER	INV#9204846717 POWER CORD	ADAPTER/EXTENSION CABLE/POWER
	PASADENA CA 91109 8436	SHARON LOERA 15 FEEDLOT LANE CLAYTON NM 88415	SHARON LOERA 15 FEEDLOT LANE CLAYTON NM 88415	SIX-M TIRE AND SERVICE 1 LINCOLN ST CLAYTON NM 88415	SIX-M TIRE AND SERVICE  1 LINCOLN ST  CLAYTON NM 88415	SOUTHWESTERN ELECTRIC BOX 369 CLAYTON NM 88415	SOUTHWESTERN ELECTRIC BOX 369 CLAYTON NM 88415	STRYKER MEDICAL P.O. BOX 93308 CHICAGO IL 60673 3308	STRYKER MEDICAL P.O. BOX 93308 CHICAGO IL 60673 3308	STRYKER MEDICAL
INVC#	135.00 BAL	250.00 TOT\$ PAID 250.00 BAL	11062023 84.85 TOT\$ PAID 84.85 BAL	6498 134.90 TOT\$ PAID 134.90 BAL	6444 128.93 TOT\$ PAID 128.93 BAL	10001555 201.08 TOT\$ PAID 201.08 BAL	17913 1509.24 TOT\$ PAID 1509.24 BAL	9204768526 1645.24 TOT\$ PAID 1645.24 BAL	9204846717 81.92 TOT\$ PAID 81.92 BAL	9204913464 314.42 TOT\$ PAID

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			61.29	13431.00	374.76	2191.56 421.20 42.12 42.12 239.76 84.24 10.80 84.24	252.72	9599.60	103.04 159.10 151.77 246.97 999.83 183.54 58.08	178.06	20000.00	61.58
Page: 10	PO# Amount		28763	28918 13	28806	2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2	28806	28785	28785 28785 28785 28785 28785 28785 28785	28785	28983	28736
OUTSTANDING INVOICES	Line Item		402252076	402252076	r 401082102	401072081 401062102 426752076 415682076 401022102 410532076 401072102	401042102	500812112	402252025 605932025 401032025 401032025 401032025 401032025	402252076	401012110	409492012
TSINO	Description		SUPPLIES	INV#268104 SYN BLEND OIL	INV#0348 REMOTE MGMT/TECH ASSIST	DELL COMPUTER 16G OF RAM REMOTE MGMT/TECH ASSIST ANTI VIRUS/TECH ASSIST REMOTE MGMT/TECH ASSIST	REMOTE MGMT/TECH ASSIST	DISPATCH	ACCT#11-0035-01 RD DEPT ACCT#22-1198-03 SHERIFF OFFICE ACCT#32-0214-02 ADMIN ACCT#32-0220-02 ADMIN ACCT#32-0275-01 COURTHOUSE ACCT#32-0280-01 ANNEX ACCT#41-0655-06 OLD REFD	INV#110123 BULK WATER FOR PRJCT	FY 24 ALLOCATION SENIOR CENTER	ICE MACHINE REPAIRS
5:28:27	Name D	CHICAGO IL 60673 3308	SWAGERTY TRADING CO.  BOX 88  CLAYTON NM 88415	TEXAS REFINERY CORP  P.O. BOX 711 FORT WORTH TX 76101	THE IT GUY  901 MAIN ST  CLAYTON NM 88415	THE IT GUY  901 MAIN ST  CLAYTON NM 88415  F	THE IT GUY 901 MAIN ST CLAYTON NM 88415	TOWN OF CLAYTON  1 CHESTNUT CLAYTON NM 88415	TOWN OF CLAYTON  1 CHESTNUT  CLAYTON NM 88415	TOWN OF CLAYTON  1 CHESTNUT CLAYTON NM 88415	TOWN OF CLAYTON  1 CHESTNUT CLAYTON NM 88415	TREX INC.
Date: 11/08/23 15:	INVC#	314.42 BAL	1	268104 13431.00 TOT\$ PAID 13431.00 BAL	374.76 TOT\$ PAID 374.76 BAL	349 3116.04 TOT\$ 3116.04 BAL	350 252.72 TOT\$ PAID 252.72 BAL	10182023 9599.60 TOT\$ PALD 9599.60 BAL	10252023 1902.33 TOT\$ PAID 1902.33 BAL	110123 178.06 TOT\$ PALD 178.06 BAL	1122023 20000.00 TOT\$ PAID 20000.00 BAL	14932 61.58 TOT\$

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ınt	;	00.00	310.28	9247.00	88.42	88 8	167.41	875.01	131.67	131.67	4682.50	10250.00
PO# Amount		28830	28830	28779	28801	28801	28909	28909	28909	28909	28788	28986
Line Item		409492025	Y 411572025	CE 604882028	401032046	401032046	401052008	401052104	401052008	401052008	424772307 424772018	500812083
Description		INV#14708 DUMPSTER SERVICE	1 80	170254 ACOM CHECKS/II	109768 MONTHLY S	INV#2850112953 MONTHLY SERVICE	2023 RLE ADVERTISING/TAX	NOTICE OF ELECTION & TAX	INV#44762 2023 RLB ELECTION AD	INV#44736 2023 RLE ELECTION AD	ER INMATE HOUSING INMATE PHARMACY	FY 24 ALLOCATION EMS
Name	500 SOUTH ARTHUR AMARILLO TX 79102	TRI-STATE RECYCLING LLC P.O. BOX 235 TEXLINE TX 79087	TRI-STATE RECYCLING LLC P.O. BOX 235 TEXLINE TX 79087	TRIADIC P.O. DRAWER 471 DEMING NM 88031 0471	UNIFIRST PO BOX 600 WILMINGTON MA 01887	UNIFIRST PO BOX 600 WILMINGTON MA 01887	UNION COUNTY LEADER P.O. BOX 486 CLAYTON NM 88415	UNION COUNTY LEADER P.O. BOX 486 CLAYTON NM 88415	UNION COUNTY LEADER P.O. BOX 486 CLAYTON NM 88415	UNION COUNTY LEADER P.O. BOX 486 CLAYTON NM 88415	VIGIL MALDONADO DETENTION CENTER 444 EAST HEREFORD AVE RATON NM 87740	VILLAGE OF DES MOINES P.O. BOX 127 DES MOINES NM 88418
INVC#	PAID 61.58 BAL	14708 60.00 TOT\$ PAID 60.00 BAL	15082 310.28 TOT\$ PAID 310.28 BAL	170254 9247.00 TOT\$ PAID 9247.00 BAL	2850109768 88.42 TOT\$ PAID 88.42 BAL	2850112953 88.42 TOT\$ PAID 88.42 BAL	44715 167.41 TOT\$ PAID 167.41 BAL	44769 875.01 TOT\$ PAID 875.01 BAL	131.67 TOT\$ PAID 131.67 BAL	44736 131.67 TOT\$ PAID 131.67 BAL	20231101 47300.90 TOT\$ PAID 47300.90 BAL	10250.00 TOT\$ PAID 10250.00 BAL

Page: 12	PO# Amount	28985 5625.00	28931 1817.41	28858 356.74	28858 28.51	28858 418.27	28858 844.97	28858 33.12	28858 632.92	28858 44.70
NDING INVOICES	Line Item	500812085	402252012	402252012	402252012	402252012	402252012	402252012	402252012	402252012
OUTSTANDING	Description	FY 24 ALLOCATION EMS	INV#S03W0883169 REPAIRS	INV#PS060110135 PARTS	INV#PS060110210 PARTS	INV#PS060110251 PARTS	INV#PS060110296 PARTS	INV#060110297 PARTS	INV#PS060110453 SUPPLIES/PARTS	INV#PS060110454 SUPPLIES/PARTS
15:28:27	Nаme	VILLAGE OF GRENVILLE P.O. BOX 246 34 STH ST GRENVILLE NM 88424	WAGNER EQUIPMENT CO. P.O. BOX 919000 DENVER CO 80291 9000	WARREN CAT PO BOX 842116 DALLAS TX 75284 2116	WARREN CAT PO BOX 842116 DALLAS TX 75284 2116	WARREN CAT PO BOX 842116 DALLAS TX 75284 2116	WARREN CAT PO BOX 842116 DALLAS TX 75284 2116	WARREN CAT PO BOX 842116 DALLAS TX 75284 2116	WARREN CAT PO BOX 842116 DALLAS TX 75284 2116	WARREN CAT PO BOX 842116
Date: 11/08/23 15:	INVC#	1122023-2 5625.00 TOT\$ PAID 5625.00 BAL	S03W0883169 1817.41 TOT\$ PAID 1817.41 BAL	PS060110135 356.74 TOT\$ PAID 356.74 BAL	PS060110210 28.51 TOT\$ PAID 28.51 BAL	PS060110251 418.27 TOT\$ PAID 418.27 BAL	PS060110296 844.97 TOT\$ PAID 844.97 BAL	PS060110297 33.12 TOT\$ PAID 33.12 BAL	PS060110453 632.92 TOT\$ PAID 632.92 BAL	PS060110454 44.70 TOT\$

\*\*\*TOTAL INVOICING\*\*\* 277786.01



Clayton Kiesling Chair W. Carr Vincent Member Lloyd Miller Member PO Box 430 Clayton, NM 88415 (575)374-8896 (575)374-2763 Fax www.unionnm.us Brandy Thompson County Manager

Stephen C. Ross County Attorney

# **Inventory Items for Disposition**

- Lincoln electric Arc Welder Invertec V300-Pro with LN-25 Wire Feeder
- 2019 Dodge Durango VIN #1C4RDJFG2KC701470 Tag # 2727
- WinPower Model G-15C18D Generator Serial Number M-1000-764
- South Bend Precision Lathe NSN 3416DSLATHE00

DONE at Clayton, County of Union, this 14th day of November, 2023

	UNION BOARD OF	COUNTY COMMISSIONERS
		Clayton Kiesling, Chairman
		W. Carr Vincent, Member
ATTEST:		Lloyd Miller, Member
Brenda Green, County Clerk		



5550 Midway Park Place NE Albuquerque, NM 87109 Contractor Lic. #373987 (505)345-1381 Phone (505)345-1365 Fax www.apicnm.com

Union County 200 Court St. Clayton, NM 88415 November 8, 2023

Attn: Brandy Thompson

RE: Union Co - Admin Building - Generator

Lead: 501995

APIC Solutions will perform the following work:

- Provide private locates where generator is to be installed.
- Provide and install (1) generator pad with 6' high chain-link fence.
- Provide and install (1) 125kW Natural Gas/Propane 120/208, 3 Phase, Wye 4 wire Cummins Genset.
- Provide and install conduit and circuits necessary to tie into existing Automatic Transfer Switch.
- Provide and install 120V circuit for block heater and battery charger.
- · Provide commissioning for generator.
- · Provide engineering and permit fees.
- 120V circuit derived from building south of ATS, assuming there is space and capacity for additional circuit.

PRODUCT DESCRIPTION	QTY	
1p 20amp breaker	2	
3/4 EMT	50	
3/4 EMT Conn	6	
EMT Coupling	5	
Straps	6.3	
РВ	6	
2 1/2 PVC	100	
2 1/2 Rigid Elbow	4	
PVC FA	8	
PVC MA	4	
Rigid Coup	4	
3/4 PVC	50	
3/4 PVC Rigid Elbow	2	
PVC FA	4	
PVC MA	2	
Rigid Coup	2	
2 1/2 Flex	20	
2 1/2 Flex Conn	4	
4/0 XHHW	528	



5550 Midway Park Place NE Albuquerque, NM 87109 Contractor Lic. #373987 (505)345-1381 Phone (505)345-1365 Fax www.apicnm.com

2/0 XHHW	132	
10 XHHW	550	
3/4 Condulet	2	
Cummins C124N6, 125kW, 60Hz Natural		
Gas/Propane Genset	1	
Subcontractor	LOT	
Equipment Rental	LOT	
Subtotal		\$ 135,360.41
Tax @ 7.8750%		\$ 10,659.63
Bond		\$ 2,030.41
TOTAL PROJECT COST		\$ 148,050.45

## Add Alternate:

One year PM contract from Cummins. Includes 3 inspections and 1 full service.

PRODUCT DESCRIPTION	QTY	
Preventative Maintenance	1	
Subtotal		\$ 15,233.20
Tax @ 7.8750%		\$ 1,199.61
Bond		\$ 228.50
TOTAL PROJECT COST		\$ 16,661.31

Based on State Price Agreement 10-00000-21-00095

#### **NOTES AND EXCLUSIONS**

- Proposal ASSUMES ATS is in good working order
- Proposal EXCLUDES payment/performance bond and all associated permits and fees unless specified
- Proposal EXCLUDES any unforeseen conditions; any equipment not listed in this quote
- Proposal EXCLUDES any additional electrical/cooling upgrades required for this project.
- Proposal EXCLUDES patching, painting, and replacement of ceiling tiles.
- Proposal EXCLUDES the correction of existing code violations.
- Proposal EXCLUDES any warranty on existing equipment.
- Proposal ASSUMES all existing equipment is in proper working order.
- Proposal is VALID for 30 days.

#### WARRANTY TERMS

• This project includes a one-year warranty against defects in product or workmanship. This warranty is provided by APIC Solutions and shall begin the day of owner acceptance.



5550 Midway Park Place NE Albuquerque, NM 87109 Contractor Lic. #373987 (505)345-1381 Phone (505)345-1365 Fax www.apicnm.com

### **PAYMENT TERMS**

- As per the state price agreement 10-00000-21-00095 all invoices are due Net 30 days.
- All equipment will be billed 100% once it has been delivered and inventoried / accepted by the agency.
- Progress billings for labor and equipment rental will occur monthly and be based on the percentage complete at the time of billing.

The signatures below indicate CUSTOMER and APIC Solutions agreement to the **Scope of Work, Project Pricing, and Terms and Conditions** in this document:

UNION COUNTY	APIC SOLUTIONS INC			
Name:	Name:			
Signature:	Signature:			
Title and Date:	Title and Date:			

If you have any questions, please feel free to contact me at the number below. Thank you for your trust in APIC Solutions. We look forward to working with you!

Sincerely,

Sarge Modesto 505-933-2112