BOARD OF UNION COUNTY COMMISSIONERS REGULAR MEETING

AGENDA

November 15, 2022

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2,00	a.m.

1. 2. 3. 4. 5.	Pledg Appr Hosp	o order ge of Allegiance oval of agenda and minutes ital Report ission/Possible Action Items	DOCUMENT #202200990 11/7/22 04:56:55 PM 1 of 1 BY Mary Lou Harkins		
	i.	Canvass Election			
	ii.	Apollo Fight Presentation			
	iii.	Resolution 2023-11 Renewal Gallegos Wind Pr			
	iv. Resolution 2023-12 Renewal PNE Wind Project Permit				
	v. Amended Resolution 2023-10 BAR Law Enforcement Recruitment/Reter		cement Recruitment/Retention		
	•	Grant			
	vi. Resolution 2023-13 BAR Opioid Settlement				
	vii. ⁄iii.	Resolution 2023-14 BAR Rabbit Ear Fire Department Fees			
V	ix.	Resolution 2023-15 BAR LDWI Grant Resolution 2023-16 BAR LEPF			
	X.	Resolution 2023-17 BAR LATCF			
	xi.	CUCEDP LEDA Project Application			
	xii.	Resolution 2023-18 Acceptance of CUCEDP L.	EDA Project Application		
	ciii.	Resolution 2023-19 Acceptance of NMC Legis	,		
	xiv.	Order to Vacate Plat - Unincorporated Sunny			
	xv.	Subdivision Exemption-Jessie Shields			
,	xvi.	Discussion Old Rabbit Ear Fire Department B	uilding		
X	vii.	Conflict Waiver Attorney Services			
XV	iii.	Update Signature Cards NMB&T and F&S Ba	nk effective January 1, 2023		
2	xix.	Met Tower Permit Applications			
	xx.	Road Crossing Permits			
	xxi.	Inventory Items Disposition - Road Departme	ent International Water Truck		
	xii.	Approval of Bills			
	ciii.	Healthcare Assistance - Approval of Claims			
X	xiv.	County Travel Requests			

10:00 a.m. Citizen's Forum

Kelly Ricks-Des Moines Senior Center

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

Executive Session- Pursuant to NMSA 1978, Section 10-15-1(H) 9 – Hospital Strategic and Long-Term Business Plans

Adjourn

As of 11/7/2022

BOARD OF UNION COUNTY COMMISSION REGULAR MEETING October 4, 2022

BOARD MEMBERS PRESENT:

Chairman Justin K. Bennett

Commissioner Clayton F. Kiesling

OTHERS PRESENT:

Clerk Brenda Green

Manager Brandy Thompson

Assessor Hollie Sandoval

Sheriff James Lobb

Sheriff Sergeant Curtis Skaggs

Emergency Manager Kris Lawrence

GUESTS:

Melissa Prante – CFO, Union County General Hospital Shawn Nethery – CCO, Union County General Hospital

Carr Vincent

Red Miller Joe Reeser

Franke Aragon

At 8:58 a.m., Chairman Bennett called the meeting to order in the Commission Chambers located in the Union County Administration Building. The pledge of allegiance was recited.

Commissioner Kiesling moved to suspend Roberts Rules of Order, due to the absence of Commissioner Hall.

Chairman Bennett stepped down as Chairman, and seconded. There was no further discussion. VOTE: ALL Aye.

Motion carried.

<u>Commissioner Kiesling moved to approve the agenda and the regular meeting minutes of September 13, 2022.</u>
<u>Commissioner Bennett seconded. There was no further discussion. Vote: ALL AYE.</u> The minutes were signed.

HOSPITAL REPORT

Tammie Stump, CEO, was unable to attend the meeting, Melissa Prante, CFO, reported on statistics for September. Before the meeting, the "County Commissioner Monthly Hospital Report, Union County General Hospital, Tammie Stump, CEO, October 4, 2022", was distributed to the board. Items covered included the following (but not limited to the following): Provider Recruitment Update; Financial Assistance/Compliance Update; Business Office/Revenue Cycle Update; Compliance; Radiology; Plant Services; Therapy Services; Pharmacy; Union County/Des Moines Health Centers; IT; HVAC/Vestibule/Cryogenic Tank 3000 gallon/Grade Survey.

Shawn Nethery, CCO, reported on statistics for September. Before the meeting, the "County Commissioner Monthly Hospital Report, Union County General Hospital, Shawn Nethery, CCO, October 3, 2022", was distributed to the board. Items covered included the following (but not limited to the following): **Social Work; Home Health Care Report; Laboratory Services; Pharmacy; Clinical/Quality Updates.**

Melissa Prante, CFO, reported on financials for August. Before the meeting, the "Clayton Health Systems, Inc. Union County General Consolidated Executive Financial Summary, 2nd Month FYE 2023, and the "Clayton Health Systems October 3, 2022 MOR Notes to Consolidated Financial Statements, Period ending August 31, 2022", was distributed to the board. Items covered included the following (but not limited to the following): **Key Statistics; Statement of Revenue and Expenses – YTD; Balance Sheet.**

DISCUSSION/POSSIBLE ACTION ITEMS APPROVAL OF WAIVER FOR HOSPITAL BOARD MEMBER ONE YEAR BREAK

Union County General Hospital's by-laws currently require a termed-out board member to sit out for one year before being able to serve again as a board member. The board has approved changing the by-laws to remove that requirement. The change also has to be approved by the Board of County Commission.

Commissioner Kiesling moved to approve the removal of the one-year break requirement for termed-out Hospital board members from the Hospital Board bylaws. Commissioner Bennett seconded. There was no further discussion. VOTE: ALL AYE. Motion carried.

PHI RENEWAL

A proposed agreement to renew PHI Cares Memberships for Union County.

Commissioner Bennett moved to approve the Union County, New Mexico Agreement for PHI Cares

Membership Benefits. Commissioner Kiesling seconded. There was no further discussion. VOTE: ALL AYE.

Motion carried.

PETITION TO VACATE PORTION OF PLAT – OWAISSA HEIMANN, CLINTON & OWIDA FRANZ

Petitioners Owaissa Heimann, and Clinton and Owida Franz, have requested the Board of County Commissioners approve the vacation of streets and alleys within or abutting Blocks 38, 39, 41, and 42 of the Sunnyside Addition to the Town of Clayton, which lies just outside of the city limits. This property is owned by the petitioners, and is part of pastureland that presently exists.

Mgr. Thompson was instructed to proceed with preparing the order to vacate, and acquiring the necessary documentation from the petitioners to place this as an action item for a future meeting.

RESOLUTION 2023-10 BAR LAW ENFORCEMENT RECRUITMENT GRANT

A proposed resolution to authorize General Fund (401) (DFA #11000) budget increase, to reflect receipt of Law Enforcement Recruitment Grant funds by Union County.

<u>Commissioner Kiesling moved to approve Resolution #2023-10, Authorization of General Fund (401) (DFA #11000) Budget Increase. Commissioner Bennett seconded. There was no further discussion. VOTE: ALL AYE. Resolution signed.</u>

ARPA FUNDING DISCUSSION

Mgr. Thompson gave an overview of ARPA funds that have been received, and funds that will be received in the future. She asked the Commission to consider possible uses for the funds, both immediate and long range. This will be an ongoing discussion at future meetings.

TRANSPORTATION FUNDING AND PRIORITIES

Commissioner Kiesling and Mgr. Thompson gave an overview of a recent meeting with James Gallegos of NMDOT, regarding needed repairs for state roads within the county, and possible funding sources for repairs to county roads. It was suggested that the county pass a resolution prioritizing the state roads in need of repair, to help with securing funding for these projects. This item will be revisited at future meetings.

At 10:08 a.m., the meeting recessed for a short break. At 10:20 a.m., the meeting resumed.

CITIZEN'S FORUM

There was no one present for the Citizen's Forum.

NMC LEGISLATIVE PRIORITIES

Commissioner Bennett reported on his attendance of the recent NMC Board meeting where Legislative Priorities were chosen for the 2023 Legislative Session. All items presented will be supported by NMC, with major focus on HB2 Funding, a Public Safety Package, Courthouse Renovation Funding, and IPRA (Inspection of Public Records) reform. Mgr. Thompson was asked to inform Senator Woods and Representative Chatfield of the priorities chosen.

REGIONAL BEHAVIORAL HEALTH FACILITY

Mgr. Thompson gave an overview of a joint effort to establish a psychiatric hospital and mental health facility in Clovis. The cities of Clovis, Tucumcari, and Portales, along with the counties of Roosevelt, Curry, Quay, and De Baca, are participating in a feasibility study. In an effort to secure additional funding, other surrounding counties have been contacted to participate in the project, including Union County. More information will be forthcoming as this project progresses.

ROAD CROSSING PERMITS

Permit #479 submitted by Permitee ENMR Telephone Cooperative, for the purpose of allowing Permitee to lay cable for the purpose of Fiber Optic Distribution Cable Installation across ROW of Mountain View Road, located in Sec. 30, T26N, R36E.

<u>Commissioner Bennett moved to approve Road Crossing Permit #479. Commissioner Kiesling seconded. There</u> was no further discussion. VOTE: ALL AYE. Motion carried.

INVENTORY ITEMS DISPOSITION - ROAD DEPARTMENT INTERNATIONAL WATER TRUCK

There were no items presented for disposition.

APPROVAL OF BILLS

Bills in the amount of \$109,723.56 were presented for review.

Commissioner Kiesling moved to approve bills in the amount of \$109,723.56, and to authorize payment of any bills presented through the end of the month. Commissioner Bennett seconded. There was no further discussion. VOTE: ALL AYE. Motion carried.

HEALTHCARE ASSISTANCE – APPROVAL OF CLAIMS

There were no claims presented for approval.

COUNTY TRAVEL REQUESTS

Mgr. Thompson will attend the NMCIA Board retreat in Cloudcroft, Cheryl Garcia will attend a Human Resources retreat in Ruidoso, Emergency Mgr. Lawrence will be attending multiple training sessions in multiple locations, and Commissioner Kiesling will be attending EPCOG and NERTPO meetings. All travel approved.

COURTHOUSE UPDATE

Mgr. Thompson gave an overview of a recent meeting with Pam May, CEO of District Court, regarding moving Magistrate Court to the Courthouse by the end of the year. Staff locations within the Courthouse will be temporary, until renovations are complete. Mgr. Thompson will provide updates as this project progresses.

ROAD SUPERINTENDENTS REPORT

Road Superintendent Kear was unable to attend the meeting, Mgr. Thompson reported on his behalf. The road project in progress in the north part of the county should be done by early December, and applications are being accepted for the open position.

FIRE COORDINATOR/EMERGENCY MANAGER REPORT

Emergency Mgr. Lawrence reported on the following (but not limited to the following): Quarterly report will be submitted soon; Overview of recent LEPC meeting; Recent meeting with CMS regarding active shooter training; Recent meeting with OXY for first responders; Scheduled attendance of multiple training programs. Due to the retirement of Fire Coordinator Jim O'Bryant, Mgr. Thompson reported on his behalf. Pump testing has been completed at all fire stations, and applications are being accepted for the Fire Coordinator position.

COUNTY MANAGER REPORT

Mgr. Thompson reported on the following (but not limited to the following): Grant application for funding for the Wildland Fire Coordinator has been completed; Applications are being accepted for the GIS position; Auditors will be here October 17-18.

ELECTED OFFICIALS REPORTS

Sheriff Lobb reported on the following (but not limited to the following): Asked the Commission's support for HB35 and HB 68 in the upcoming Legislative Session; Thanked Mgr. Thompson and HR Cheryl Garcia for their help in securing the Law Enforcement Recruitment Grant funding for the Sheriff's Office.

Assessor Sandoval reported that the Tax roll will be transferred to the Treasurer next Tuesday, so they can begin preparing the tax bills.

Clerk Green reported that Early voting in the Clerk's Office will begin Tuesday, October 11th, and asked for everyone's patience during the election, as the office will be without one person.

Commissioner Kiesling reported that he was contacted about the condition of the county owned park on Hwy 402 just south of Amistad, particularly about the trash. Mgr. Thompson will explore possible solutions and report to the Commission.

Commissioner Bennett reported that Joy Esparsen accepted a three year contract to be the new Executive Director of New Mexico Counties (NMC).

ADJOURN: At 11:27 a.m., Commissioner Kiesling moved to adjourn. Commissioner Bennett seconded. There was no further discussion. Vote: ALL AYE. Motion carried.

Meeting Announcements: The next regular meeting will be held on Tuesday, November 15, 2022 at 9:00 a.m. The next Joint Communication meeting will be held on Tuesday, December 13, 2022 at 10:00 a.m.

ATTEST		Board of Union County Commissioners Union County, New Mexico
SEAL		
		Justin K. Bennett - Chairman
Brenda L. G	ireen – County Clerk	Clayton F. Kiesling - Vice Chairman

Union County General Consolidated

Executive Financial Summary

3rd Month FYE 2023

Unaudited

3rc	Month FYE 2023			Unaudited	
KEY STATISTICS					
	09/30/22	09/30/22	YTD	YTD	YTD
	ACTUAL	BUDGET	ACTUAL	BUDGET	VARIANCE
Total Admissions	10	18	34	52	(18)
Total Patient Days	52	83	114	253	(139)
Average Length of Stay Total	5.20	4.61	3.35	4.87	1.51
Total Emergency Room Visits	175	161	492	484	8
Outpatient Visits (NOT CLINIC)	541	629	1,613	1,888	(275)
Total Surgeries	3	3	11	10	1
Total GI Procedures	5	7	17	22	(5)
STATEMENT OF REVENUE AND EXPENSES	- YTD			MERCE	N. O. L. Day
	09/30/22	09/30/22	YTD	YTD	YTD
REPORTED IN THOUSANDS	ACTUAL	BUDGET	ACTUAL	BUDGET	VARIANCE
Revenue:					N. C. S.
Gross Patient Revenues	\$1,452	\$1,793	\$4,182	\$5,378	(1,196)
Deductions from Revenue	(597)	(784)	(1,710)	(2,357)	647
Net Patient Revenues	855	1,009	2,472	3,021	(549)
Other Revenue	264	295	791	885	(94)
Total Net Revenues	1,119	1,304	3,263	3,906	(643)
Expenses:					
Salaries & Benefits	672	704	1,999	2,114	115
Professional Fees	31	47	139	141	2
Purchased Services	134	113	354	338	(16)
Supply Expenses	84	128	332	384	52
Other Operating Expenses	281	232	782	696	(86)
Depreciation & Interest Expense	66	73	200	218	18
Total Expenses	1,268	1,297	3,806	3,891	85
OPERATING MARGIN	(149)	7	(543)	15	(558)
NET MARGIN	(\$149)	\$7	(\$543)	\$15	(\$558)
EBIDA	(\$83)	\$80	(\$343)	\$233	(\$576)

BALANCE SHEET			TEAT WAR
			Audited
Unaudited	09/30/22	09/30/21	06/30/21
ASSETS Current Assets Property, Plant & Equipment (Net) Other Assets	\$3,232	\$5,432	\$5,976
	9,969	10,480	10,626
	652	1,028	925
Total Unrestricted Assets	13,853	16,940	17,527
Assets Whose Use is Limited	2,108	1,649	1,530
Total Assets	\$15,961	\$18,589	\$19,057
LIABILITIES AND NET ASSETS Current Liabilities Debt Borrowings, net of current	\$1,839	\$3,192	\$3,887
	2,388	2,483	2,503
Total Liabilities Net Position	4,227	5,675	6,390
	11,734	12,914	12,667
Total Liabilities and Net Position	\$15,961	\$18,589	\$19,057

CLAYTON HEALTH SYSTEMS

OCTOBER 26, 2022 MOR

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Period Ending September 30, 2022

INCOME STATEMENT:

- 1. Gross patient revenue for September is \$1.45M; \$341k < budget; \$530k < PY.
- 2. Total net patient revenue for the month, after CA was \$855k.
- **3.** Total other revenue for September is \$180k.
- 4. County tax subsidy revenue is estimated at \$84k.
- 5. Total MTD net operating revenue is \$1.1M; \$185k< budget; \$172k < PY.
- **6.** Operating expenses for September are \$1.3M; \$29k < budget; \$50k > PY.
- 7. Operating loss of \$149k and EBIDA loss of \$83k.
- 8. YTD, we have an operating loss of \$543k and EBIDA loss of \$343k.

YTD Budget to Actual Variances is as follows:

Gross Patient Revenue is under budget by \$1.2M.

Total Net Operating Revenues are under our YTD budget by \$549k.

Total Operating Expenses are under YTD budget by \$85k.

Salary/Benefits are under budget YTD by \$115k.

Professional fees/Purchased Services are over budget by \$14k.

Pharmacy, Medical, Other Supplies are **under** budget by \$52k.

Other operating expenses (postage, subscriptions, dues, licenses, taxes, maintenance, lease, utilities, travel, and education) are **over** budget by \$86k. Includes physician recruiting, audit invoices and 340B management fees.

Depreciation and Interest are under budget by \$18k.

BALANCE SHEET:

- **9.** UCGH had cash and cash equivalents of \$986k.
- **10.** September had CD balances total \$928k.
- **11.** AR Mill Levy and GRT balance \$222k.
- 12. Net Patient AR is \$1.86M.
- 13. AP Manual accruals is \$59k.
- 14. Estimated 3rd party settlements \$186k for MAAP
- 15. CR for 2021 has an estimate of \$9k receivable.
- 16. CR for 2022 has an estimated receivable of \$44k
- **17.** September Days Cash on Hand is 25 days.

Proposal for Partnership between





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EXECUTIVE SUMMARY - OUR APPROACH TO IMPROVING PERFORMANCE

- Comprehensive Membership Program with competitive pricing
- Business and Operations leadership based in the response region
- Locally owned and headquartered in Amarillo with responsive executive team
- Apollo branded aircraft based at Dalhart Municipal Airport and supported by a regional spare – Bell 407
- Right people in the right positions—The highest cultural values, safety, quality, and commitment to service
- Apollo is an In-Network provider with BCBS Texas, the area's largest insurer
- Focused on customer service and community involvement
- Float aviation and clinical staff for better in service rates
- Daily reporting and review key operational performance indicators and safety
- Transparency on billing practices and payor relations

Apollo

Apollo is a CAMTS accredited organization that has been in the air medical industry since 2011 and is led by recognized industry veterans who utilize best practices in its operations. It is financially sound, has established a strong safety culture, and has air medical operations in Nebraska, North Carolina, Oklahoma, South Dakota, and Texas. We have the focus and capacity for this partnership to succeed long-term. Apollo's focus on local leadership, agility, and unique value propositions are its greatest values—this base will have the leadership team's full attention on the partnership and comitment to continuous performance improvement.

Apollo currently operates two King Air 90's and 2 Bell 407's that service the Texas and Oklahoma Panhandles. These aircraft are maintained by the best aircraft mechanics around. Operating from these two platforms provides access to hospitals throughout the entire region—our rotor wing assets assist with more local flights and fixed-wing aircraft that can transport patients' further distances.

Our most significant advantage over our competitors is our commitment to customer service. We pride ourselves on being a company that is agile and responsive to the needs of our customers and hospital partners. While we are a growing company, we hold to our core values of customer service of a local company.

We also help our local emergency responder services and hospitals by providing industry-leading training to the region that might not otherwise be available. This training better prepares our first responders to help patients in their times of need.

Proposal

Apollo proposes to provide membership services to all citizens in Union county for \$15.00 per household.

Apollo has a rotor wing base in Dalhart to provide quicker access to Apollo aircraft in eastern New Mexico. We intend to support this base with our regional locations in Amarillo, Guymon, and Borger if multiple patients need to be transported. This base would be staffed 24-7 and would be a great asset to all members of your communities.

Overview of Apollo MedFlight

Apollo's flexibility to create service models tailored to the specific needs of its healthcare provider and community constituents, combined with the delivery of superior service, has enabled the company to form strong relationships and successful operations across the United States. Apollo has partnerships and bases operating in hybrid/alternative (ADM), traditional/hospital-based services (HBS), and community-based services (CBS) models.



Apollo was founded in 2010 by CEO Lehmer Dunn and two investors who have been Mr. Dunn's partners in his previously successful companies. They have a strong track record of establishing and building service-oriented businesses focused on performance, strong partnerships, strategic growth, and prioritizing consumers and businesses in rural communities.

Apollo has significant value-added services and strengths that differentiate it from other industry providers, including the following:

- Focus on key local leadership roles in the market that interact daily with customers and partners
- The operational experience and capabilities of the large air medical providers but the customer service, focus and feel of a small company; intense focus on in-service rates based on backup aircraft, supporting personnel and equipment
- A strong safety culture and highly positive relationship with the FAA and regulatory authorities
- Progressive culture focused on its safety management system (SMS) with evolving safety programs like Baldwin SMS, FDM and the FOQA initiative
- Commitment to best practices in clinical quality and patient safety—Apollo's operations are CAMTS accredited (<u>www.camts.org</u>)
- Transparency on billing practices and payor relations with a focus on patient advocacy and customer service
- In a highly consolidated industry, Apollo has minimal competitive conflicts—allowing an unmatched ability to focus on priority partners

Current Operations

Apollo operates its own part 135 certificate with fifteen rotor-wing and five fixed-wing aircraft in our fleet. The aircraft we currently operate include the Bell 429, EC 135, EC 145, Bell 407, King Air 90, and Pilatus PC 12. Headquartered in Amarillo, Apollo has operational bases in Nebraska, North Carolina, Oklahoma, South Dakota, Texas, and Wisconsin; Apollo will be expanding into other states in 2022.

Apollo's business is the transport of medical patients, principally on an emergent basis, from rural/remote locations to urban or higher-level treatment-appropriate hospitals. Apollo has been successful in

competing at the highest levels in the industry, utilizing multiple contractual business models while providing safe operations, high quality performance and attentive customer service. Apollo utilizes industry best practices and achieved accreditation by the Commission on Accreditation of Medical Transport Systems (camts.org) in January 2016. Additionally, Apollo has brought in industry leading organizations to improve its processes.

Our operations are partnered with key community and hospital relationships including but not limited to the following:

- 1. Dalhart Hartley County Hospital District-Dalhart, Tx
- 2. BSA Health System-Amarillo, TX
- Memorial Hospital of Texas County—Guymon, OK
- Golden Plains Community Hospital—Borger, TX
- Novant New Hanover Regional Medical Center—Wilmington, NC
- CHI Good Samaritan Hospital— Kearney, NE
- Milwaukee Regional Medical Center—Milwaukee, WI
- 8. Oglala Lakota Nation—Pine Ridge, SD



Hospital and community relationships are key to the long-term success of the operation. In support of our partners, we have consistently focused efforts on response times, ongoing clinical training for the community first responders and hospital personnel, regular chart reviews and being embedded in the community.

Additionally, when a patient needs to be transported, it is often time consuming and challenging for hospital personnel to locate transport. We offer a one call number where if we are not available to provide the transport, we will work to send the next closest appropriate transport team and aircraft. We strive for excellence in communication and coordination so the hospital personnel can focus on their patients.

Apollo prioritizes safety in operations and the quality of its patient care. We are enrolled in the Safety Management Systems Voluntary Program (SMSVP)—a voluntary process in which we conform to higher standards established by the FAA for organizations like ours to initiate safety best practices and evolve for continuous improvement. Culture and communication are key to advancing safety; we invite the participation of our partners in helping us to continuously improve our safety program.

Apollo leadership is active in its communities and the air medical industry. Apollo is a member of the Association of Air Medical Services (AAMS), the Texas Association of Air Medical Services (TAAMS) and the Air Medical Physician's Association (AMPA); Apollo employees include the Chairman of the MedEvac Foundation International, members of Air Surface Transport Nurses Association (ASTNA) and the International Association of Flight and Critical Care Paramedics (IAFCCP). Apollo's Communications Specialists are International Association of Medical Transport Communication Specialists (IAMTCS) certified.

Leadership Team

Apollo's people are its most valuable resource. The strength and depth of the Apollo team, combined with the firm's culture, are the driving factors in the company's success. To compete effectively for opportunities in the air medical transport industry, Apollo has recruited personnel to its leadership team with compelling operations and service backgrounds.



Lehmer Dunn, Chief Executive Officer, is a licensed pilot and aviation enthusiast with 26 years of experience in leading the growth of entrepreneurial service organizations. His background and education are in finance, but his greatest skill is bringing together the right individuals to form leadership teams and build successful companies. At Apollo, he emphasizes his vision of an intense focus on safety, the right personnel, quality patient care, and customer service. He was an owner and senior leader at an agriculture company with annual revenues of over \$400 million, and he founded and served as CEO of a telecom company growing its annual revenues to over \$30 million. Lehmer's success is the product of his enthusiasm for customer service.



Lee McCammon, Chief Operating Officer, is a versatile and proven leader in the air medical industry. Lee brings more than 20 years of experience driving superior operations and overall performance to Apollo. As Chief Operating Officer, Lee plays an instrumental role in providing leadership and oversite to the organization's operational initiatives and facilities management. Lee has extensive experience in healthcare and the air medical industry, including previous roles with Life Link III, Air Methods, LifeMed of Alaska, OmniFlight, PHI, and Rocky Mountain Helicopters. Lee received his Bachelor of Science from Purdue University and his MBA from Northeastern University. He has served as a Board Member for the International Association of Flight Paramedics and Commission on Accreditation of Medical Transport Systems.



Jonathan Collier, Chief Strategy Officer, has 20 years of senior and executive leadership roles in the air medical industry with Air Methods, PHI, Summit Air Ambulance and Rocky Mountain Helicopters. As Senior Vice President of Operations at Air Methods, he had responsibility for half the US with 150+ base locations, \$365M in revenue, and 1,600 employees. He is a former board member for the Association of Air Medical Services (AAMS). At PHI, he and the business development team grew PHI Air Medical by 50 bases in five years. He has worked with healthcare systems and hospitals across the United States in establishing transport, building referral patterns, preventing patient leakage to other systems, and improving communications. Since joining Apollo, he has been instrumental in establishing partnerships with legacy programs.



Brandon Leasure, Executive Vice President of Business

Development, has served in the air and ground medical transport industry over his last 18 years beginning as a critical care air transport paramedic. His diverse background in field operations, clinical care delivery, education, leadership, and business development has been instrumental for the growth of Apollo MedFlight. He currently serves on the Government Relations Committee of the Association of Air Medical Services (AAMS), the Air Medical & Specialty Care Transport Committee of the Texas Governor's EMS & Trauma Advisory Council (GETAC), is an executive board member on the Regional Advisory Council for Texas Trauma Service Area-A and the Oklahoma Regional Trauma Advisory Board as well as active member of the Texas Association of Air Medical Services.



David Miller, Director of Operations, brings his experience to Apollo as a licensed pilot flying the BH407, EC135, EC145 and BK117 along with being Single Pilot IFR qualified. He began serving on the board of directors for the National EMS Pilots Association (NEMSPA) as the Treasurer in 2021. Along with his 6 years of HAA service, he has served in regional and program aviation management roles and is passionate about standardization and safety in the industry. David brings a unique perspective to the HAA industry as he is also a licensed registered pharmacist and has owned a medical services company. David has completed the Medical Transport Leadership Institute (MTLI) and holds the Certified Medical Transport Executive (CMTE) certification along with his helicopter and instrument instructor ratings. He is currently completing his MBA at Embry-Riddle Aeronautical University.



Nick Kemp, Director of Maintenance, has a 20-year history of successfully supporting multiple site maintenance operations throughout the U.S. Since 2016, Nick has earned a progressive career path at Apollo leading to his current role as DOM. In addition to serving as DOM, he also serves as an active leader the Apollo Safety Committee. Nick maintains effective communications with FAA regulatory leaders, other department team members, and our customers.



Art Connolly, Chief Pilot, has 16 years in operational and aviation leadership roles. He has been a licensed commercial helicopter pilot since 2005 and has served in the air medical industry for twelve years. He acquired his airline transport pilot (ATP) certification in 2019. He joined Apollo in 2018 as a regional pilot leader in partnership with a key hospital with three bases of operation; soon after beginning his role at Apollo, he accepted a leadership role as the Aviation Services Manager for the region where he directly influenced culture, safety, and training while also implementing instrument flight rules (IFR) operations in the region. He has primarily flown Airbus Helicopter models in his career, and he is currently a check airman on the EC 135 and EC 145 for both visual flight rules (VFR) and IFR operations. His leadership style emphasizes the importance of communication, empowering individuals through training and appropriate resources, and driving positive and safe company culture.

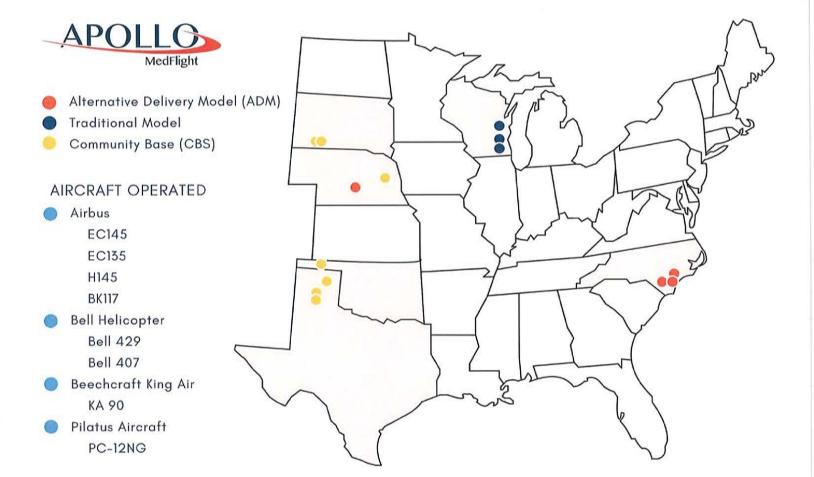


Miles Dunagan, Director of Safety, is an experienced and recognized safety leader in the air medical industry. Miles brings over 10,000 total hours and 25 years' experience as a professional aviator to his safety leadership role. Since 2006 his focus and commitment has remained with air medical industry. He currently serves as the President of the National EMS Pilots Association, as a member for the Association of Air Medical

Services Safety Council, and as an Aviation Faculty Liaison for the Critical Care Transport Academy. Miles is an excellent motivational speaker to the industry, serves as an advisor to the Helicopter Association

International and contributor to the Air Medical Journal publications.

Service Area



Appendices

Membership Proposal & Agreement

Customer: Union County

Contact:

Covered citizens: Every citizen in Union County Membership Type: 1-Year Group Membership

Price: \$15 per household

Payment Terms: Within 30 days of receipt of invoice

Enrollment Date: TBD

Scope of Work: Apollo will provide education to citizens on membership benefits, and welcome packets to each household and will provide ongoing customer service support for members including new employees that are hired during the membership term.

Covered Employees: Membership coverage is for each enrolled household.

APOLLO MEDFLIGHT, LLC MEMBERSHIP TERMS & CONDITIONS

In consideration of the payment by the Member of the membership fee, Apollo MedFlight LLC ("Apollo") agrees to provide the following benefits, subject to the terms and conditions specified herein:

- "Members" shall include the individual who signed the Application ("Primary Member") and all household members
 listed in the Application, so long as such individuals reside at the same address as the Primary Member. However,
 under state law, Medicaid beneficiaries are not eligible for membership. The applicant(s) represent that they are
 not Medicaid beneficiaries.
- 2. The membership fee constitutes prepayment by the Member of all deductible, copayment and other charges which are not paid by the Member's health insurance or other third party sources such as a homeowners or automobile policy (collectively, "Insurance") for Covered Transports, as defined herein. Apollo shall accept the amounts paid by the Member's Insurance as payment in full for such transports. Subject to the foregoing, the Member is financially responsible for all costs of air ambulance services, up to the amount that would be paid by insurance for a medically necessary transport.
- 3. "Covered Transports" include only medically necessary air ambulance services provided by Apollo to the closest appropriate hospital. Air ambulance transports which are determined by the Member's primary Insurance not to be medically necessary are not Covered Transports. The Member is responsible for all Apollo charges for air medical services that are not Covered Transports.
- 4. Membership only covers transports provided by Apollo. Transports provided by other air medical providers or by ground providers are not covered. Apollo may not be available when requested due to factors beyond Apollo's control. For example, Apollo's aircraft may be occupied providing transports to other patients, or Apollo may be unable to respond due to weather conditions, maintenance requirements, governmental market restrictions or other factors. Further, Apollo does not operate in all areas.
- 5. As a condition of receiving membership benefits, the Member assigns and transfers to Apollo all rights and benefits that the Member has under any and all Insurance, including but not limited to auto or homeowner's insurance policies. The Member authorizes payment of all such benefits for air ambulance services to Apollo. In the event payment is made to the Member or any other party on the Member's behalf, the Member agrees to remit all such amounts promptly to Apollo. Apollo is not an insurance company and the Membership is not an insurance policy.
- 6. Membership shall become effective the day Apollo receives a complete application with full payment. Memberships are nonrefundable and nontransferable. The Member agrees to inform Apollo within ten (10) days of any change in the Member's health insurance status (e.g., loss of coverage) or any change in the household Members covered by this membership.

Reference Letters

To whom it may concern,

Apollo is an excellent asset to our area. They are very proactive to meet any needs in their service area, from patient care to education and so much more. If there is a need and they can assist, they can be counted on to do what they can to help.

As EMS director and a paramedic in Spearman, TX I can personally attest to their desire to exceed the standard in what they do. From witnessing patient care quality on the ground and in the hospital before flights, to communicating with them to get an education class set up, their professionalism goes above and beyond! I can not recommend them enough. This is a company that takes their mission seriously with quality patient care and customer service. If you have any specific questions or need more information please do not hesitate to contact me at the information below!

Timberly Lomeli, NRP Hansford

Vimbeely Cameli

County Hospital

EMS Director/Paramedic

Office: (806) 644-0911

Email: timberlylomeli@hchd.net

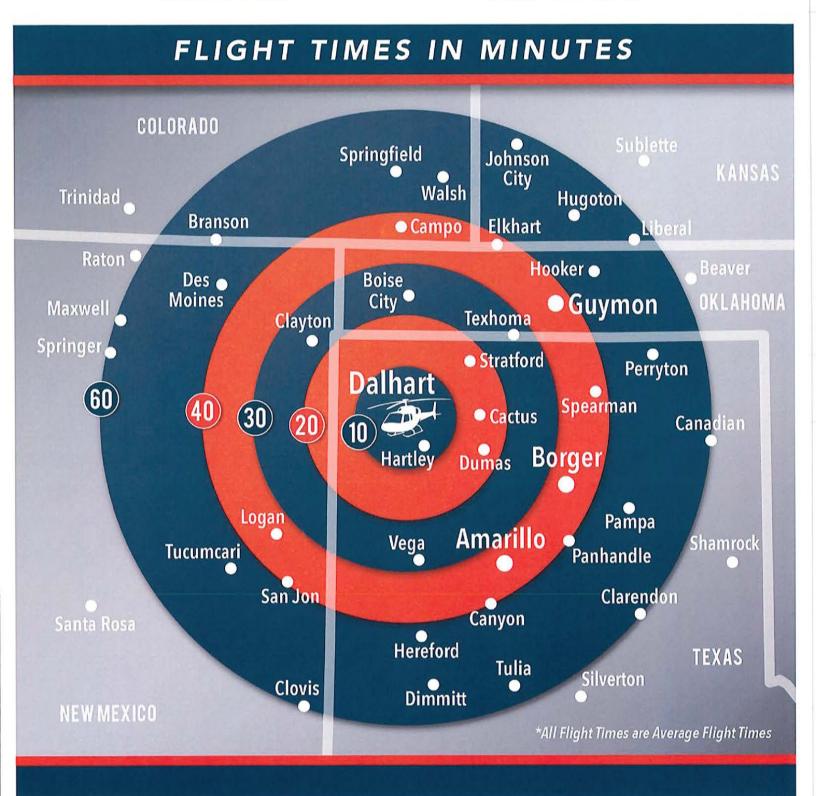
Apollo Service Area

APOLLO

MedFlight

When Seconds Count, Trust Apollo Dalhart, Texas





Clearway Energy Group 100 California St, Suite 400 San Francisco, CA 94111



October 31, 2022

Union County Commission 200 Court Street Clayton, NM 88415

Regarding: Gallegos Wind Farm Project - "Don Carlos"

Dear Union County Commissioners,

On behalf of Gallegos Wind Farm, LLC and its affiliates (the "Company"), thank you for Union County's continued support of the Company's Don Carlos wind project located in southwestern Union County (the "Project"). The Company formally requests Union County's consideration of an extension to Resolution Number 106-34, signed on March 14, 2018, which is set to expire on December 31, 2022. We respectfully request an extension of the Resolution for an additional four-year period.

Per the original Resolution, Gallegos Wind Farm plans to construct a phase of the project along a portion of Don Carlos Ridge ("Don Carlos"), consisting of no more than 180 MW of wind turbines and infrastructure. Lucky Corridor, LLC also wants to construct the Mora Line and a portion of the wind project's gen-tie in western Union County, which is planned as a transmission line, to carry the electricity toward an interconnection point with Public Service Company of New Mexico, at a point near Las Vegas, New Mexico.

Don Carlos is an advanced-stage renewable energy facility being actively marketed to offtakers. The attached maps show the project boundary and an updated turbine layout using Vestas 4.5 MW 150m rotor turbines.

As described in the original Resolution, the Project is contingent upon Lucky Corridor completing its transmission development of the Mora Line. Since the original Resolution was passed, Lucky Corridor has achieved the following development milestones:

- Lucky Corridor has finalized the route for the transmission line, and recently finalized appraisals and surveys despite challenges from COVID-19 and the Las Vegas fire.
- Most of the right-of-way for the Mora Transmission Line has been procured and the remaining site control negotiations are underway.

- In January 2022, Lucky Corridor signed a partnership agreement with the New Mexico Renewable Energy Transmission Authority.
- Lucky Corridor has conditional approval of the Open Access Transmission Tariff, which was filed with FERC in 2022.

We are excited about the future of this Project and, if desired by the Commission, we welcome the opportunity to give a brief update during your next Commission meeting on November 15, 2022.

Again, we appreciate your continued support and thank you for your consideration in granting this extension.

Sincerely, Gallegos Wind Farm, LLC

By: John Woody

Vice President

RESOLUTION NO. #2023-11 UNION COUNTY, NEW MEXICO

WHEREAS, Gallegos Wind Farm, LLC ("Gallegos") wants to construct a phase of the Gallegos Wind Farm in western Union County, along a portion of the Don Carlos Ridge, to consist of no more than 180 MW of wind turbines and infrastructure; and Lucky Corridor, LLC ("Lucky") wants to also construct the Mora Line and a portion of the wind project's gen-tie in western Union County, which is planned as a 115kV line, to carry the electricity toward an interconnection point with Public Service Company of New Mexico at a point near Las Vegas, New Mexico;

WHEREAS, Gallegos has advised the County that it is waiting for Lucky Corridor, LLC to complete transmission development and construction of its Mora Line project, in Union, Colfax, Mora and San Miguel Counties and;

WHEREAS, Gallegos has filed an Application for Siting Approval, substantially in compliance with Union County Ordinance #40, to proceed with construction within unincorporated areas of Union County, such Application recognizing that this Resolution in no way waives the County's right to request and receive further perfection of the Application or further compliance with County ordinances; and

WHEREAS, Lucky Corridor, LLC has filed an Application for a Building Permit to proceed with construction of the Mora Line within unincorporated areas of Union County, such Application recognizing that this Resolution in no way waives the County's right to request and receive further perfection of the Application or further compliance with County ordinances; and

WHEREAS, Gallegos Wind Farm, LLC and Lucky Corridor, LLC, within their applications, have requested permission to use heavy machinery to make ground disturbances, beginning immediately, on ground owned or controlled by Applicants.

NOW THEREFORE be it RESOLVED, that by this Resolution the Union County Commissioners hereby permit, approve and allow the construction of the Phase of the Gallegos Wind Farm on the map attached hereto as Exhibit A, subject to compliance by Gallegos with all existing local, state and federal ordinances, regulations and statutes; and

NOW THEREFORE BE IT RESOLVED, that by this Resolution the Union County Commissioners hereby permit, approve and allow the construction of the portions of the Mora Line transmission project and the wind farm gen-tie that are within Union County as shown on the map attached hereto as Exhibit A, subject to compliance by Lucky Corridor, LLC with all existing local, state and federal ordinances, regulations and statutes; and

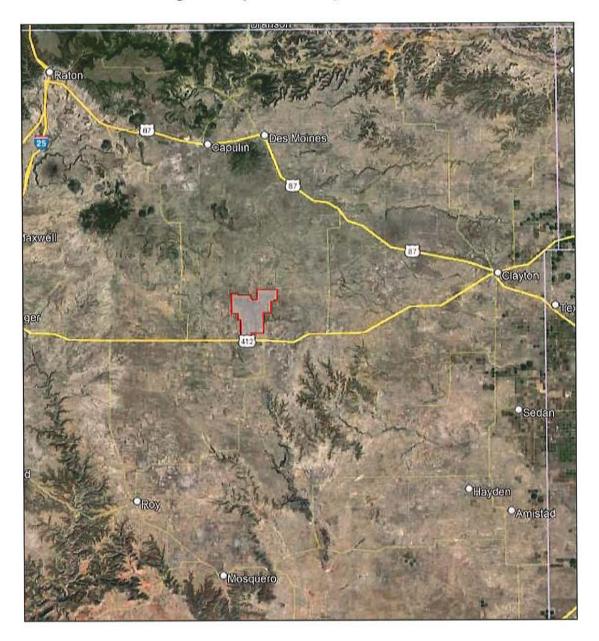
FURTHER RESOLVED, Union County hereby extends its full support to the Gallegos Wind Farm and the Mora Line transmission project owned by Lucky Corridor, LLC, to the extent permitted by applicable law; and

FURTHER RESOLVED, this Resolution shall continue in full force and effect, unless modified or extended by act of the Union County Commission, until December 31, 2025.

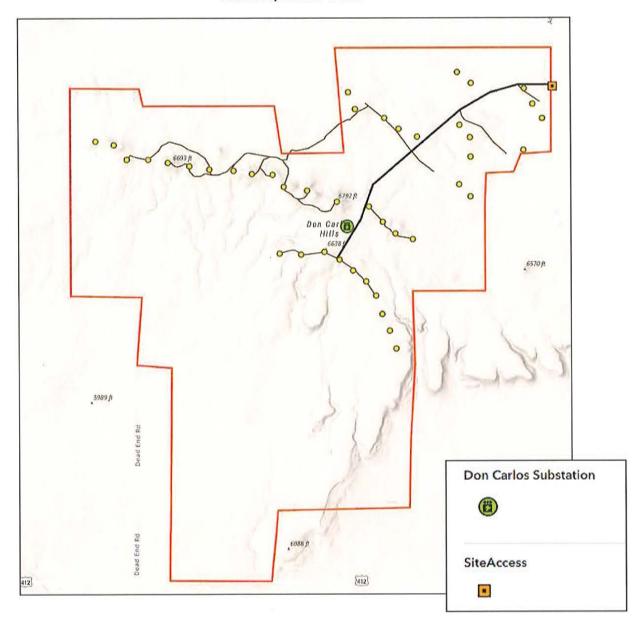
PASSED AND ADOPTED THIS 15TH DAY OF NOVEMBER, 2022.

Justin K. Bennett, Chairman
Clayton Kiesling, Commissioner
Frankie Aragon, Commissioner

Regional Map of the Gallegos Wind Farm



Don Carlos Wind Project – Prospective Turbine Layout 180 MW, Vestas V150





November 7, 2022

Union County Manager Brandy Thompson 200 Court Street Clayton, NM 88415

Re: Gladstone New Energy Union County Sitting Permit Extension

Dear Ms. Thompson

Gladstone New Energy, LLC, a wholly owned subsidiary of PNE USA, Inc., is requesting a three-year extension of the Union County Sitting Permit dated November 10, 2020.

The Project is comprised of approximately 17,000 acres located in Union, Colfax, and Harding Counties, roughly 30 miles east of Springer, New Mexico. The Project will have a nameplate capacity of approximately 78 megawatts and consists of up to 30 wind turbine generators. Additional facilities associated with the Project include a collection substation, access roads, meteorological evaluation towners, underground electrical collection systems and cabling, and a short above ground electric transmission line connecting to Tri State's high-voltage transmission system or the Mora Transmission Line development.

Since the initial approval of the permitting application in November of 2020 there have been no changes to the location of the project infrastructure. The maps submitted with the original application remain accurate. The need for the extension is related to delay and congestion issues with Tri State's electrical transmission system.

We look forward to your review of this letter and our meeting with the Union County Board of Commissioners in November. If you have any questions regarding this letter or the status of the Project, please contact by email at Kenny.wheeler@pne-ag.com or by phone at (405) 443-7531.

Best Regards,

Kenny Wheeler

Senior Development Manager

PNE USA, Inc.

Attachment: Gladstone New Energy Summary Map

UNION COUNTY RESOLUTION NO. 2023-12

PERMIT FOR GLADSTONE NEW ENERGY, LLC TO BEGIN CONSTRUCTION OF FIRST PHASE OF THE GLADSTONE NEW ENERGY WIND FARM

- WHEREAS, Gladstone New Energy, LLC ("Gladstone") wants to construct the Gladstone New Energy Wind Farm in Union County, to consist of wind turbines and infrastructure; and
- WHEREAS, Gladstone has filed an Application for Siting Approval, substantially in compliance with Union County Ordinance #40, to proceed with construction within unincorporated areas of Union County, such Application recognizing that this Resolution in no way waives the County's right to request and received further perfection of the Application or further compliance with County ordinances; and
- WHEREAS, Gladstone, within its Application, has requested permission to use heavy machinery to make a ground disturbance, that is, to build roads, beginning immediately.
- NOW THEREFORE, BE IT RESOLVED BY THE COUNTY OF UNION that by this Resolution the Board of Commissioners hereby permit, approve and allow the construction of the Gladstone New Energy, LLC Wind Farm, subject to compliance by Gladstone with all existing local, state and federal ordinances, regulations and statutes; and
- **FURTHER RESOLVED**, Union County hereby extends its support to the Gladstone New Energy LLC., to the extent permitted by applicable law; and
- **FURTHER RESOLVED**, this resolution shall continue in full force and effect, unless modified or extended by act of the Union County Commission, until December 31, 2025.

Resolution 2023-12 Gladstone New Energy Wind Farm November 15, 2022

DONE AND RESOLVED this 15th day of November, 2022.

	BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY, NEW MEXICO
ATTEST:	Justin Bennett, Chairman
Brenda Green, County Clerk	Clayton Kiesling, Member
	Frankie Aragon, Member

UNION COUNTY Amended Resolution No. 2023-10

Authorization of Law Enforcement Fund (605) (DFA # 21200) budget increase

WHEREAS, the Board of Commissioners of Union County meeting in regular session on November 15, 2022 did propose to make budget adjustments; and

WHEREAS, the County of Union does, through Amended Budget Resolution 2023-10 ask that authorization for the budgetary adjustments be granted, as summarized in the attachment; and

WHEREAS, the County of Union wishes to increase revenue and expenditures by one hundred and fifty thousand dollars (\$150,000) in Fund 605 for the increase of the Law Enforcement Recruitment Grant awarded to Union County. Allowable expenses for this grant include expenditures for salary and benefits related to recruitment and retention of law enforcement officers.

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

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 15th day of November, 2022.

BOARD OF COMMISSIONERS - UNION COUNTY

ATTEST:	Justin Bennett, Chairman
	Clayton Kiesling, Member
Brenda Green, County Clerk	 Frankie Aragon, Member

Manage Line Items for Increase for Law Enforcement Recruitment Grant

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Fund	Department	Object Code	Original Budget	PreAdjusted Budget	Adjustment	Adjusted≎ Budget	Statuŝ	My o		Actions
21200 Law Enforcement Recruitment 605	0001 No Department	47120 State - Law Enforcement Appropriation	0.00	0.00	150,000.00	150,000.00	entity	0	1	↓ Actions
21200 Law Enforcement Recruitment	3001 Law Enforcement 94	51020 Salaries - Full-Time Positions	0.00	0.00	106,270.00	106,270.00	entity	0	0	▼ Actions
21200 Law Enforcement Recruitment 605	3001 Law Enforcement	52010 FICA - Regular 2064	0.00	0.00	7,956.00	7,956.00	entity	0	0	• Actions
21200 Law Enforcement Recruitment 605	3001 Law Enforcement	52020 Retirement 2063	0.00	0.00	33,174.00	33,174.00	entity	0	0	↓ Actions
21200 Law Enforcement Recruitment	3001 Law Enforcement	52021 Retiree Health Care 2061	0.00	0.00	2,600.00	2,600.00	entity	0	0	▼ Actions

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UNION COUNTY Resolution No. 2023-13

Authorization of Local Government Abatement Fund (606) (DFA # 27000) budget increase

WHEREAS, the Board of Commissioners of Union County meeting in regular session on November 15, 2022 did propose to make budget adjustments; and

WHEREAS, the County of Union does, through Budget Resolution 2023-13 ask that authorization for the budgetary adjustments be granted, as summarized in the attachment; and

WHEREAS, the County of Union wishes to increase revenue and expenditures by twenty-one thousand one hundred and twenty-eight dollars (\$21,128.00) in Fund 606 for the increase of opioid settlement funds awarded to Union County and allowable contractual expenditures.

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

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 15th day of November, 2022.

BOARD OF COMMISSIONERS - UNION COUNTY

ATTEST:	Justin Bennett, Chairman
	Clayton Kiesling, Member
Brenda Green, County Clerk	 Frankie Aragon, Member

2

Manage Line Items for Budget Opioid Settlement Revenue and Expenditures

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Fund	Department	Object Code	Origin s l Budget	PreAdjust e d Budget	Adjustmeពិt	Adjustede Budget	Status	My & Comments	Unreadd	Actions
27000 LG Abatement Opioid Fund	0001 No Department	47700 Federal - LG Abatement	0.00	0.00	21,128.00	21,128.00	entity	0	0	▼ Actions
27000 LG Abatement Opioid Fund	2002 General Administration	55030 Contract - Professional Services	0.00	0.00	21,128.00	21,128.00	entity	0	0	▼ Actions

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UNION COUNTY Resolution No. 2023-14

Authorization of Rabbit Ear Fire Department (410) (DFA # 20900) budget increase

WHEREAS, the Board of Commissioners of Union County meeting in regular session on November 15, 2022 did propose to make budget adjustments; and

WHEREAS, the County of Union does, through Budget Resolution 2023-14 ask that authorization for the budgetary adjustments be granted, as summarized in the attachment; and

WHEREAS, the County of Union wishes to increase revenue and expenditures by ninety thousand dollars (\$90,000) in Fund 410. The increase in revenue is for the increase in reimbursement of expenditures related to fires during the summer fire season and a grant awarded from State Forestry. The increase in expenditures will include an increase for operating expenses, non-capital purchases, salary, and FICA in preparation of the upcoming fire season.

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

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 15th day of November, 2022.

BOARD OF COMMISSIONERS - UNION COUNTY

ATTEST:	Justin Bennett, Chairm			
	Clayton Kiesling, Member			
Brenda Green, County Clerk	Frankie Aragon, Member			

Manage Line Items for Budget Increase REFD Fees

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Fund [^]	Department	Object Code	Originale Budget	PreAdjusted Budget	Adjustmefit	Adjusted Budget	Statuŝ	My & Comments	Unreadd	Actions
20900 Fire Protection 410	0001 No Department	46060 Reimbursements/Refunds 1262	37,500.00	37,500.00	75,000.00	112,500.00	entity	0	o	▼ Actions
20900 Fire Protection 410	0001 No Department 00	47699 Federal - Other 1255	0.00	0.00	15,000.00	15,000.00	entity	0	0	↓ Actions
20900 Fire Protection 410	2002 General Administration 54	51050 Salaries - Temporary Positions 2004	30,500.00	30,500.00	15,000.00	45,500.00	entity	0	0	▼ Actions
20900 Fire Protection 410	2002 General Administration 54	52010 FICA - Regular	2,380.00	2,380.00	1,000.00	3,380.00	entity	0	0	▼ Actions
20900 Fire Protection	2002 General Administration 54	56040 Supplies - Furniture/Fixtures /Equipment (Non-Capital) 2081	45,000.00	45,000.00	14,000.00	59,000.00	entity	o	0	▼ Actions
20900 Fire Protection	2002 General Administration 54	57999 Other Operating Costs 2076	37,500.00	37,500.00	60,000.00	97,500.00	entity	0	0	▼ Actions

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UNION COUNTY Resolution No. 2023-15

Authorization of DWI (425) (DFA # 22300) budget increase

WHEREAS, the Board of Commissioners of Union County meeting in regular session on November 15, 2022 did propose to make budget adjustments; and

WHEREAS, the County of Union does, through Budget Resolution 2023-15 ask that authorization for the budgetary adjustments be granted, as summarized in the attachment; and

WHEREAS, the County of Union wishes to increase revenue and expenditures by nineteen thousand two hundred and twenty dollars (\$19,220) in Fund 425 for the increase of the DWI Grant awarded to Union County. Expenditures will include operating expenses and supplies.

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

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 15th day of November, 2022.

BOARD OF COMMISSIONERS - UNION COUNTY

Justin Bennett, Chairman
Clayton Kiesling, Member
Frankie Aragon, Member

8

Manage Line Items for Budget Increase LDWI Grant

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Fund	Department	Object Code	Originale Budget	PreAdjust e d Budget	Adjustmeកិិt	Adjusted: Budget	Status	My & Comments	Unreadd	Actions
22300 DWI Fund 426	0001 No Department	47071 State - DWI Local Grant (DFA)	0.00	0.00	19,220.00	19,220.00	entity	0	0	↓ Actions
22300 DWI Fund 426	3006 DWI Prevention	56999 Supplies - Other 2081	19,220.00	19,220.00	8,110.00	27,330.00	entity	0	0	▼ Actions
22300 DWI Fund 426	3006 DWI Prevention	57999 Other Operating Costs 2076	3,000.00	3,000.00	8,110.00	11,110.00	entity	0	0	▼ Actions

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UNION COUNTY Resolution No. 2023-16

Authorization of Law Enforcement Protection Fund (605) (DFA # 21100) budget increase

WHEREAS, the Board of Commissioners of Union County meeting in regular session on November 15, 2022 did propose to make budget adjustments; and

WHEREAS, the County of Union does, through Budget Resolution 2023-16 ask that authorization for the budgetary adjustments be granted, as summarized in the attachment; and

WHEREAS, the County of Union wishes to increase non-capital purchases expenditures by six thousand two hundred and thirty nine dollars (\$6,239.00) in Fund 605 for the approved role over funds from fiscal year 2022.

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

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 15th day of November, 2022.

BOARD OF COMMISSIONERS - UNION COUNTY

	Justin Bennett, Chairman
ATTEST:	
	Clayton Kiesling, Member
Brenda Green, County Clerk	
Diction Green, Country Cloth	Frankie Aragon, Member

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UNION COUNTY Resolution No. 2023-17

Authorization of Special Revenue Grant Fund (604) (DFA # 29000) budget increase

WHEREAS, the Board of Commissioners of Union County meeting in regular session on November 15, 2022 did propose to make budget adjustments; and

WHEREAS, the County of Union does, through Budget Resolution 2023-17 ask that authorization for the budgetary adjustments be granted, as summarized in the attachment; and

WHEREAS, the County of Union wishes to increase revenue by one hundred and eighty-eight thousand eight hundred and sixty dollars (\$188,860.00) in Fund 604 for the increase of the Local Assistance and Tribal Consistency Fund awarded to Union County.

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

IN WITNESS WHEREOF, we have hereunto set our hands and official seal this 15th day of November, 2022.

BOARD OF COMMISSIONERS - UNION COUNTY

A TTTCT.	Justin Bennett, Chairman
ATTEST:	
	Clayton Kiesling, Member
Brenda Green, County Clerk	
	Frankie Aragon, Member

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Fund	Department	Object Code	Origin e l Budget	PreAdjusted Budget	Adjustment	Adjusted≎ Budget	Status	My & Comments	Unreadd	Actions
29000 Local Assistance Tribal Consistency Fund-LATCF	0001 No Department	47699 Federal - Other	0.00	0.00	188,860.00	188,860.00	entity	0	0	▼ Actions

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PROJECT PARTICIPATION AGREEMENT

Clayton-Union County Economic Development Partnership (CUCEDP)

THIS PROJECT PARTICIPATION AGREEMENT ("the Agreement" or "this Agreement"), is made and entered into by and between the Board of County Commissioners of Union County, New Mexico ("the Board" or "the County"), a political subdivision of the State of New Mexico, and the Clayton-Union County Economic Development Partnership, a not-for profit organized and existing under the Laws of the State of New Mexico ("the Qualifying Entity").

RECITALS:

WHEREAS, pursuant to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-13 (1993)(as amended)("LEDA"), the County enacted its Ordinance No. 45 ("the Ordinance"), which provides for economic development projects within the County;

WHEREAS, the County is authorized under LEDA to provide direct or indirect assistance to a qualifying entity in the form of, among other things, the purchase, lease, grant, construction, improvement of land, buildings or other infrastructure, public works improvements essential to the location or expansion of a qualifying entity;

WHEREAS, the Qualifying Entity supplies services to the government and has made application for assistance pursuant to LEDA and the Ordinance, and is a "qualifying entity" under LEDA and the Ordinance;

WHEREAS, the County has reviewed and approved a business plan submitted by the Qualifying Entity which, among other things, provides a description of the Project, an implementation plan, and a projection of jobs anticipated to be created in the County by the Project;

WHEREAS, the County has determined that it is in the best interest of the welfare of the citizens of the County to provide assistance pursuant to LEDA and the Ordinance, and to enter into this Agreement with the Qualifying Entity;

WHEREAS, Section 5-10-10(B) of LEDA provides that, in order to receive assistance with an economic development project, a Qualifying Entity shall be required to provide a substantive contribution, which shall be of value and may be paid in money, inkind services, jobs, expanded tax base, property or other thing or service of value for the expansion of the economy; and in Section 5-10-10(C), requires that a Qualifying Entity and local government providing assistance under LEDA enter into an agreement providing, at a minimum, (1) the contributions to be made by the Qualifying Entity and the County; (2) the security provided to the County by the Qualifying Entity in the form of a lien, mortgage or other indenture and the pledge of the Qualifying Entity's financial or material participation and cooperation to guarantee its performance pursuant to this Agreement; (3) a schedule for

LEDA Project development and completion, including measurable goals and time limits for those goals; and (4) provisions for performance review and actions to be taken upon a determination that project performance is unsatisfactory;

WHEREAS, as provided in this Agreement, the parties intend that this Agreement will specify the contributions made by the Qualifying Entity and the County, the security provided to the County by the Qualifying Entity to secure performance of the Qualifying Entity pursuant to this Agreement, provide a schedule for project development and completion, and provide provisions for performance review and actions to be taken upon a determination that project performance is unsatisfactory, all pursuant to LEDA;

WHEREAS, the parties desire to enter into this Agreement and agree that the Agreement will be approved by ordinance, pursuant to LEDA.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. **DEFINITIONS**. As used in this Agreement and any exhibits annexed hereto, unless the context otherwise requires or is otherwise herein expressly provided, the following terms shall have the following meanings:
- 1.2 "LEDA" or "the Act" shall refer to the Local Economic Development Act, NMSA 1978, Sections 5-10-1 through 5-10-13 (1993)(as amended).
- 1.3 "Agreement" or "this Agreement" refers to this Projection Participation Agreement.
- 1.4 "Economic Development Goals" mean those goals set forth in Section 2 of this Agreement;
- 1.5 "Effective Date" means that date that this Agreement was signed by the last signatory.
- 1.6 "Obligations" means those obligations and duties of the Qualifying Entity and the Owner under this Agreement and the LEDA Parcel Mortgage;
 - 1.7. Reserved.
 - 1.8 "Party" or "the Parties" shall refer to the signatories of this Agreement.
- 1.9 "Person" shall mean an individual, a corporation, an association, a joint venture, a partnership, a limited liability company, an organization, a business, an individual, a trust or a government or political subdivision thereof or any government agency or any other legal entity.
 - 1.10 "Project" or "LEDA Project" shall refer to the project proposed by the Qualifying

Entity described as "Project Brainstorm."

1.11 Reserved.

- 1.12 "Qualifying Entity" shall refer to a person who has made application pursuant to the Ordinance for an economic development project, and whose application has been accepted. The CUCEDP is the Qualifying Entity for purposes of this Agreement.
- 1.13 "Term" shall mean the period from the Closing Date until the Qualifying Entity has performed the Obligations described herein.

2. ECONOMIC DEVELOPMENT GOALS OF THE PROJECT; CONTRIBUTIONS OF THE QUALIFYING ENTITY

2.1 The Qualifying Entity will encourage local economic development through its Project Brainstorm, described in the application, and in the growth and expansion of the economy within the County by providing jobs and assistance to businesses within the County.

2.2 Reserved.

- 2.3 The Qualifying Entity will directly or indirectly provide five to ten new jobs in connection with the Project within five (5) years after the Effective Date. Such jobs shall be located within the County. The Qualifying Entity shall begin creating jobs as soon as is practicably possible after the Effective Date. Notwithstanding the time periods set forth in this Section, if the Project is delayed and the time for completion is extended as provided in Subsection 6.2 of this Agreement, the period during which jobs are to be created shall be extended by the amount of additional time provided for completion of construction.
- 2.4 The Qualifying Entity, as its contribution to the Project, shall pay all costs of the Project that are not paid for pursuant to this Agreement and described in Section 3, below.

3. CONTRIBUTIONS OF THE COUNTY TO THE PROJECT.

- 3.1 The County shall provide the Qualifying Entity with an annual contribution of approximately \$35,000 to assist the Qualifying Entity to provide the Economic Development Goals set forth in this Agreement. The County shall also provide an office for use by the executive director. If funds are not available as described, the County shall have no obligations pursuant to this paragraph.
 - 3.2 Reserved.

4. PERFORMANCE REVIEW.

4.1 The Qualifying Entity shall provide annual reports to the County concerning its performance of the Economic Development Goals and the other obligations described in

Section 2, herein. To verify the number of Jobs created by the Qualifying Entity, the Qualifying Entity will, as a part of its annual reporting, provide detailed reports on this topic.

- 4.2 The first report shall be provided within fifteen calendar days after the end of the first year following the Effective Date of this Agreement, and shall cover the year following the Effective Date.
- 4.3 Upon receipt of the annual report, the County shall conduct a review of the Project. The review shall determine whether the Project is in compliance with this Agreement, the Ordinance, LEDA, and Art. IX Sec. 14 of the Constitution, and is substantially achieving the goals and objectives herein.
- 4.4 The annual review shall determine whether the Qualifying Entity has substantially achieved the job creation goals as specified in subsection 2.3 herein. The annual review shall consider both direct and indirect job creation. If, in the opinion of the County the job creation goals are not met, the annual review shall determine whether the actual job creation nevertheless achieves a positive benefit-cost ratio and shall make conclusions and appropriate recommendations.

5. SECURITY.

The obligations of the Qualifying Entity to meet its Economic Development Goals set forth in Section 2 of this Agreement, and the other covenants and agreements set forth herein, shall be secured by a written agreement between the parties wherein the Qualifying In the evet of a failure of the entity to make its economic development goals, the entity shall reimburse all amounts contributed by the County in support of the Project pursuant to LEDA, adjusted to reflect the extent to which the economic development goals have been performed (e.g. if 50% of the jobs to be created which are required as economic development goals are satisfied, the Qualifying Entity shall be obligated to reimburse 50% of the aggregate amount of public funding contributed by the County).

6. SCHEDULE FOR PROJECT DEVELOPMENT.

- 6.1 The Project shall commence immediately after the Effective Date and shall be completed no later than five years after the Effective Date.
- 6.2 In the event that the Project is delayed by reason of strikes, inability to procure materials, riot, insurrection, pandemic, war or other matters which are beyond the reasonable control of the Qualifying Party, then the performance of the Project shall be excused for the period of the resulting delay, and the five year period for the completion of the Project shall be extended for a period equivalent to the period of the delay.
- 6.3 The maximum extension permitted pursuant to the previous paragraph shall not exceed two (2) years.

7. TERMINATION OF SECURITY AGREEMENT.

- 7.1 Upon the satisfaction of the Economic Development Goals at the times and in the manner required by this Agreement, the Ordinance, and LEDA, the security agreement entered into pursuant to Section 5 of this Agreement may be terminated. In such event, the Qualifying Entity shall transmit a letter to the County by hand delivery or overnight courier in accordance with the provisions of Section 11 stating that it has satisfied the Economic Development Goals and is requesting termination of the security agreement.
- 7.2 The County shall have forty-five (45) days from receipt of the request to verify that the Economic Development Goals have been satisfied in compliance with this Agreement, the Ordinance, and LEDA. Upon verification, the County shall execute and deliver to the Qualifying Entity an executed Full Release. In the event that the County determines that the Economic Development Goals have not been fully satisfied, the County shall not execute and deliver the Full Release but may execute a partial release corresponding to the partial satisfaction of the Economic Development Goals.

8. TAXES.

The Qualifying Party shall pay all ad valorem taxes, assessments, charges, fines, and other impositions attributable to the Project when due and before delinquent. At the County's request, the Qualifying Party shall furnish proof of such payments. In the event the Qualifying Party fails to so pay and discharge any such taxes, the County may elect to pay in lieu of the Qualifying Party, with such payments to be charged immediately and without further notice to the Qualifying Party and to accrue interest at the rate of eight percent (8%) per year. Any failure to immediately repay such payments, upon written notice and demand, shall be deemed a material default of this Agreement.

9. DEFAULT.

The occurrence of any one or more of the following events or omissions shall constitute an event of default under the LEDA Parcel Mortgage:

(1) the Qualifying Party fails to fulfill the Economic Development Goals and the other obligations described in Section 2 of this Agreement.

10. REMEDIES FOR DEFAULT.

In the event the Qualifying Entity fails to fulfill the Economic Development Goals and the other obligations set forth in Section 2 of this Agreement, it shall be in default hereunder. In the event of such default, the Qualifying Entity shall reimburse all amounts contributed by the County in support of the Project pursuant to LEDA, adjusted to reflect the extent to which the economic development goals have been performed (e.g. if 50% of the jobs to be created which are required as economic development goals are satisfied, the Qualifying Entity shall be obligated to reimburse 50% of the aggregate amount of public funding contributed by the County. The Qualifying Entity shall reimburse the County according to the respective contributions by each within ninety (90) days after notice of such default is given.

11. NOTICES.

All notices, requests, demands and other communications given, or required to be given, hereunder shall be in writing and shall be given (a) by personal delivery with a receipted copy of such delivery, (b) by certified or registered United States mail, return receipt requested, postage prepaid, or (c) by facsimile transmission with an original mailed by first class postage prepaid, to the following addresses:

To the County:

County Manager

200 Court Street

Clayton, New Mexico 88415

With a copy to:

Stephen C. Ross, Esq.

P.O. Box 4774

Santa Fe, New Mexico 87502-4774

To the Qualifying Entity:

Executive Director, CUCEDP 4 Main Street

Clayton, New Mexico 88415

Any such notice sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next day. Notice sent by facsimile shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this Section 10 by giving notice to the other party as set forth in this Section. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

12. RESERVED.

13. REPRESENTATIONS.

The Parties make the following representations relative to this Agreement:

13.1 Each party is duly authorized under law to enter into and perform this Agreement and to make the representations and warranties contained in this Agreement and any related documents that they may sign.

- 13.2 No party has knowledge of any existing violations of applicable law or any pending or threatened litigation that would challenge or effect their ability or authority to perform under this Agreement.
- 13.3 The Qualifying Entity (i) is duly formed and validly existing; (ii) is fully qualified to do business in the states where it is doing business; (iii) has the power, authority and legal right to carry on the business conducted by it and to engage in the transactions contemplated by this Agreement. The execution and delivery by the Qualifying Entity of this Agreement and the LEDA Parcel Mortgage have all been authorized by all necessary actions of its directors, as applicable.

14. THIRD PARTIES NOT BENEFITED.

This Agreement is made and entered into for the sole protection and benefit of the Qualifying Entity and the County and their respective permitted successors and assigns. All obligations of the Owner, the Qualifying Entity, and the County hereunder are imposed solely and exclusively for the benefit of the Owner, the Qualifying Entity and the County, and no other Person shall have standing to enforce on behalf of either of said Parties, the other Party's obligations.

15. NOAGENCY.

The County is not the agent or representative of the Owner or the Qualifying Entity, and the Owner and the Qualifying Entity are not the agents or representatives of the County. Nothing in this Agreement shall be construed to make the County liable to anyone for goods delivered to or labor or services performed upon the LEDA Parcel or for debts or claims accruing against the Owner or the Qualifying Party. Nothing herein shall be construed to create a relationship *ex contractu* or *ex delicto* between the County and anyone supplying labor or materials or services for or to the Qualifying Party.

16. NO PARTNERSHIP OR JOINT VENTURE.

Nothing herein or the acts of the parties hereto shall be construed to create a partnership or joint venture between the Qualifying Entity and the County.

17. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in one or more identical counterparts which, when assembled together, shall constitute one agreement which shall be binding on all of the Parties, their successors and assigns.

18. GOVERNING LAW; ADMINISTRATIVE REMEDY; VENUE.

This Agreement is subject to, and shall be interpreted in accordance with, the Laws of the State of New Mexico, without giving effect to its choice of law provisions. Venue for any litigation that might arise in connection with this Agreement shall be in Union County in the District Court for the Eighth Judicial District.

19. ENTIRE AGREEMENT, MERGER, AMENDMENT, AND WAIVER.

This Agreement, the LEDA Parcel Mortgage and the application submitted by the Qualifying Party pursuant to Ordinance No. 45, contain all of the agreements of the parties hereto with respect to the matters contained herein and all prior or contemporaneous agreements or understandings, oral or written, pertaining to any such matters are merged herein and shall not be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest and expressly stating that it is an amendment of this Agreement. Failure of either party at any time or times to require performance of any of the provisions of this Agreement shall in no way affect its right to enforce the same, and a waiver by either party of any breach of any of the provisions of this Agreement shall not be construed to be a waiver by such party of any prior or succeeding breach of such provision or a waiver by such party of any breach of any other provision.

20. INTERPRETATION.

The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with herein. Accordingly, any rule of law or legal decision that requires interpretation of any ambiguities contained herein against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to affect the purpose of the parties and this document.

21. CALCULATION OF TIME.

All time periods referenced in this Agreement shall be calculated as provided in NMSA 1978, Section 12-2A-7.

22. EXHIBITS.

All exhibits attached hereto and referred to herein are incorporated in this Agreement as though fully set forth herein.

23. SEVERABILITY.

Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter shall prevail but the provision hereof which is affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law and all other provisions hereof shall remain in full force and effect.

24. BINDING EFFECT.

This Agreement shall be binding upon the parties hereto and their respective heirs, successors or representatives; provided that this Agreement may not be assigned by either party without the prior express written consent of the other party.

25. TERM.

This Agreement shall remain in force from the Effective Date until it is performed in full. In the event the Qualifying Entity performs or exceeds the required performance levels contained in this Agreement, the County may, in its sole discretion, elect to release the Qualifying Entity.

26. STATUS OF QUALIFYING ENTITY AND OWNER.

The Qualifying Entity, the Owner, and their agents and employees, are not employees of Union County. The Qualifying Entity, the Owner, and their agents and employee shall not accrue leave, retirement, insurance, bonding, use of County vehicles, or any other benefits afforded to employees of the County as a result of this Agreement.

27. ASSIGNMENT.

Neither the Qualifying Entity nor the Owner shall not assign or transfer any interest in this Participation Agreement or assign any claims for money due or to become due under this Participation Agreement without the prior written approval of the County.

28. INDEMNITY, INSURANCE.

- 28.1 It is expressly understood and agreed by and among the Qualifying Entity and the County that the Qualifying Entity shall defend, indemnify and hold harmless the County for all losses, damages, claims or judgments on account of any suit, judgment, execution, claims actions or demands whatsoever resulting from the actions or inaction of the Qualifying Entity as a result of this Agreement.
- 28.2 The Qualifying Entity shall maintain adequate insurance as set forth in this paragraph and shall name the County as an additional insured on any such insurance policy. The Qualifying Entity shall procure and maintain in force at all times during its performance of its obligations under this Agreement a commercial general liability insurance policy with per claim and aggregate policy limits of not less than \$1,000,000. The Qualifying Entity shall provide proof of such insurance coverage to the County, including copies of policies.

29. RECORDS AND AUDITS.

The Qualifying Entity shall maintain detailed employment and work force development efforts records. Upon thirty (30) days advanced written notice provided by the County to the Qualifying Entity, these records shall be subject to inspection by the County.

30. APPROPRIATIONS.

30.1 This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, the County shall give notice thereof to the Qualifying Entity. Each shall have fifteen (15) days after such notice to give notice whether the Qualifying Entity will proceed with the Project without such grant(s), or terminate this Agreement. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Qualifying Entity for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the Board of County Commissioners. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Qualifying Entity in any way or forum, including a lawsuit.

30.2 Reserved

31. RELEASE.

Upon satisfaction of the County's obligations pursuant to this Agreement, the Qualifying Entity shall release the County, its Elected Officials, employees, agents, insurers and attorneys, from and against all liabilities, claims and obligations whatsoever arising from or under this Agreement. The Qualifying Entity agree not to purport to bind the County to any obligations not assumed herein, except those that are expressly assumed, unless the Qualifying Entity has express written authority to do so, and then only within the strict limits of that authority.

32. CONFLICT OF INTEREST.

The Qualifying Entity warrants that it does not have an 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 Agreement.

33. HEADINGS AND CONSTRUCTION. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement. This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with herein and represented by counsel. Accordingly, any rule of law or legal decision that requires interpretation of any ambiguities contained herein against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a

reasonable manner to affect the purpose of the parties and this document.

34. FURTHER DOCUMENTS.

Each of the parties hereto shall, on and after the Closing Date, execute and deliver any and all additional papers, documents, instructions, assignments and other instruments, and shall do any and all acts and things reasonably necessary in connection with the performance of its obligations hereunder and to carry out the intent of the parties hereto.

THE BOARD OF COUNTY COMMISIOINERS OF UNION COUNTY, NEW MEXICO

Chair	
Member	
Member	
ATTEST:	
County Clerk	
Date	
Approved as to form:	
County Attorney	
THE QUALIFYING ENTITY	
	·
Name:	
Date:	
Attest:	

Date:
FEIN:
Union County Business Registration No.:

Form of LEDA Security Agreement

The Clayton-Union County Economic Development Partnership, a New Mexico notfor-profit corporation (CUCEDP), for good and valuable consideration, agrees that in the event of a failure of the Qualifying Entity to meet the Economic Development Goals set forth in Section 2 of the Project Participation Agreement (PPA) wherein CUCEDP is benefitted by funds granted pursuant to Ordinance No. 45 of Union County, New Mexico, and the Local Economic Development Act, NMSA 1978, Sec. 10-5-1 et seq., and upon written declaration of default under the PPA by the County, that the CUCEDP shall reimburse all amounts contributed by the County in support of the Project pursuant to LEDA, adjusted to reflect the extent to which the economic development goals have been performed (e.g. if 50% of the jobs to be created which are required as economic development goals are satisfied, the Qualifying Entity shall be obligated to reimburse 50% of the aggregate amount of public funding contributed by the County). Any such payment shall be made within ten (10) days of notice to CUCEDP by Union County of the failure of its obligations under the PPA, and the failure of CUCEDP to cure the failure as detailed in the notice. All the terms and conditions of the PPA are incorporated herein as though fully set forth.

THE BOARD OF COUNTY COMMISIOINE OF UNION COUNTY, NEW MEXICO	RS
Chair	

Member

Member	
ATTEST:	
County Clerk	
Date	
Approved as to form:	
County Attorney	
THE QUALIFYING ENTITY	
	_
Name:	
Date:	
Attest:	
Date:	
FEIN:	
Union County Business Registration	

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

RESOLUTION NO. 2023-18

APPROVING THE APPLICATION OF THE CLAYTON-UNION COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP PURSUANT TO THE LOCAL ECONOMIC DEVELOPMENT ACT, SECTIONS 5-10-1 THROUGH 5-10-13 NMSA 1978 AND ORDINANCE NO. 45

WHEREAS, THE CLAYTON-UNION COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP ("CUCEDP") has submitted a Project Application to THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY ("the County") pursuant to Ordinance No. 45, which establishes procedures for seeking economic development assistance from the County pursuant to the Local Economic Development Act, Sections 5-10-1 through 5-10-13 NMSA 1978 ("the Act");

WHEREAS, the County has received and reviewed a project application submitted by THE CLAYTON-UNION COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP for economic development assistance (the "LEDA Application");

WHEREAS, Sections 5-10-3(1) (1), (2), and (3) of the Act define a qualifying entity as, among other things, an industry for the manufacturing, processing or assembling of agricultural or manufactured products, a commercial enterprise for storing, warehousing, distributing or selling products of agriculture, mining or industry, and/or a corporation that is a business in which all or part of the activities of the business involves the supplying of services to the general public or to governmental agencies or to a specific industry or customer;

WHEREAS, THE CLAYTON-UNION COUNTY ECONOMIC DEVELOPMENT PARTNERSHIP appears to be a qualifying entity supplying services to the general public and to local governmental agencies as defined in Ordinance No. 45 and LEDA;

WHEREAS, the Board of County Commissioners and County staff have reviewed the LEDA Application; and

WHEREAS, pursuant to the findings set forth in Section 1 of this Resolution, the Board of County Commissioners has determined that the application for LEDA assistance is complete, that the proposed project, Project Brainstorm, is consistent with the County's economic development plan and Ordinance, that the project is feasible and will create jobs and expand the economic base of the County, and that it is in the best interests of the citizens of Union County to take further steps to provide assistance as requested in the Application pursuant to County's economic development plan as identified in Ordinance 45.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners, as follows:

1. Findings. The Clayton-Union County Economic Development Partnership is a

"qualifying entity" as defined in NMSA 1978, Section 5-10-3(1)(2). The Application complies with the County's economic development plan, Ordinance No. 45, LEDA and Art. IX Sec. 14 of the New Mexico Constitution and should be approved.

- 2. Approval of Application. The Application complies with the County's economic development plan, Ordinance No. 45, LEDA and Art. IX Sec. 14 of the New Mexico Constitution and is hereby accepted and approved. The Board of County Commissioners may consider final approval of the Project Application and Project Participation Agreement through an ordinance in accordance with Ordinance No. 45.
- 3. Publication of Notice of Hearing. Notice of a public hearing concerning the adoption of an ordinance approving the Clayton-Union County Economic Development Partnership Project Application shall be published as required by Ordinance No. 45.

THE BOARD OF COUNTY COMMISIOINERS OF UNION COUNTY, NEW MEXICO

O1 '	
Chair	
	- AMAZON
Member	
Member	
ATTEST:	
- Annual Control of the Control of t	
County Clerk	
Date	
Approved as to form:	
Approved as to form.	
	_//////
County Attorney	

Resolution No. 2023-19

Resolution Supporting the New Mexico Counties 2023 Legislative Priorities

WHEREAS, in September 2022, the New Mexico Counties Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature at its 2023 session; and

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

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

1. HB 2 Appropriations

Detention Reimbursement Fund

Increase the County Detention Facilities Reimbursement Act fund to reimburse counties for the cost of housing New Mexico Corrections Department (NMCD) inmates.

- Currently the fund is \$5 million.
- According to the New Mexico Sentencing Commission, the five-year average cost to house NMCD inmates is \$7.5 million.

Prisoner Transport and Extradition

Create a line item in the DFA budget with \$750,000 to reimburse counties that provide transportation for state prisoners.

- Statute 4-44-18C NMSA requires the state to make such payment.
- Counties should not be responsible to pay for state prisoner extradition.

Emergency Medical Services

Create a line item in the Department of Health Emergency Medical Services (EMS) Bureau budget with \$10 million to assist local government emergency medical services.

- Emergency medical services in New Mexico have been significantly underfunded for years.
- Current state appropriations, taxes collected through local GRT increments, and other sources
 of revenue do not provide sufficient support to local governments to meet community needs,
 especially in rural areas of the state.
- Emergency medical services are vital to the health and welfare of New Mexico citizens.

2. Public Safety Package

Return to Work

- Local governments struggle to fill critical public safety positions.
- Allowing able and willing retirees to return to work would create a pool of qualified applicants to fill essential public safety positions.

Recruitment and Retention

- Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety.
- A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

Staffing Crisis in Fire & EMS

Create a Fire and EMS fund at \$50 million to support volunteer and paid staff.

- Many New Mexico fire departments are volunteer or combination departments; number of volunteers has greatly declined.
- Call volume and large events continues to rise in New Mexico.

3. Courthouse Funding

Create a fund for construction and renovation for state district courthouses.

ADOPTED this 15th of November, 2022.

4. IPRA Election Related Records & Data

Clearly define how IPRA relates to election records and data.

- Need clear guidance on many aspects related to elections records and data that may be subject to IPRA.
- (2) NMSA 1-12-69. A. and G. 1-12-70.

NOW, THEREFORE, BE IT RESOLVED that the [County Name] Board of County Commissioners does hereby support NMC's legislative priorities as set forth above and urges that legislation incorporating these priorities be enacted by the state legislature during its 2023 session.

	,
	BOARD OF COUNTY COMMISSIONERS OF UNION, NEW MEXICO
	Justin Bennet, Chair
	Clayton Kiesling, Member
	Frankie Aragon, Member
ATTEST:	
AIIEOI.	
Brenda Green County Clerk	





Memorandum

Date: October 28, 2022

To: NMC Board of Directors, Commissioners, and Managers

From: Joy Esparsen, NMC Executive Director

Re: Protocol for Board of County Commission NMC 2023 Legislative Priority

Endorsement

The New Mexico Counties (NMC) Board of Directors approved four legislative priorities for consideration by the New Mexico Legislature during the 2023 session. In preparation for the session and in an effort to promote communication among NMC and the 33 counties, we request that board members:

- Present the NMC 2023 legislative priorities to their respective Board of County Commission (BCC) for support.
- 2. Send a signed copy of your BCC support (resolution template attached) for the NMC 2023 legislative priorities to awebb@nmcounties.org.

Please contact me if you have any questions about the priorities.

Sincerely,

Joy Esparsen

NMC Executive Director

444 Galisteo Street Santa Fe, NM 87501

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



HB 2 Appropriations

Detention Reimbursement Fund

Increase the County Detention Facility
Reimbursement Act fund to reimburse
counties for the cost of housing NM
Corrections Department inmates.
Currently the NM Legislature appropriates
\$5 million. According to the NM
Sentencing Commission, the five-year
average to house NMCD inmates is \$7.5
million.

Prisoner Transport & Extradition

Create a line item in the NM Department of Finance & Administration budget of \$750,000 to reimburse counties that provide transportation for state prisoners. Statutes require the state to make such payments, however no money has been appropriated to counties for many years. Counties should not be responsible to pay for state prisoner extradition.

Emergency Medical Services

Create a \$10 million line item in the Department of Health Emergency Medical Services (EMS) Bureau budget to assist local government EMS services. Current state appropriations, taxes collected through local GRT increments, and other sources of revenue do not provide sufficient support to local governments to meet community needs, especially in rural areas of the state. EMS services are vital to the health and welfare of New Mexico citizens.

Public Safety Package

Return to Work

Local governments struggle to fill critical public safety positions. Allowing able and willing retirees to return to work would create a pool of qualified applicants to fill essential public safety positions.

Recruitment & Retention

Sufficient numbers of detention staff are essential to a safe and well-operated detention facility which is directly correlated to community safety. A public safety recruitment and retention fund would provide local governments with much needed resources to provide detention services to their communities.

Staffing Crisis in Fire & EMS

Create a \$50 million Fire and EMS fund to support volunteer and paid staff. Many New Mexico fire departments are volunteer, or combination departments and the number of volunteers has greatly declined. Call volume and large events continues to rise in New Mexico.

Courthouse Funding

Create a fund for construction and renovation of state district courthouses.

IPRA Election-Related Records & Data

Clearly define how IPRA relates to election records and data.

UNION COUNTY, NEW MEXICO BOARD OF COUNTY COMMISSIONERS DECLARATION OF VACATION FOR THE UNDEVELOPED PORTION OF BACA STREET SEPARATING BLOCK 38, BLOCK 39, BLOCK 42, THE UNDEVELOPED PORTION OF PINARD STREET SEPERATING BLOCK 39, BLOCK 41, BLOCK 42 AND THE UNDEVELOPED ALLEYS IN BLOCK 38, BLOCK 39, BLOCK 41, BLOCK 42 LYING NORTH OF HIGHWAY 56/64 IN THE UNINCORPORATED PORTION OF THE SUNNYSIDE ADDITION, CLAYTON NEW MEXICO.

Application for Vacation of the alleys within Block 38, Block 39, Block 41, and Block 42 of the unincorporated portion of the Sunnyside Addition Subdivision and the undeveloped portion of Baca Street separating Block 38, Block 39 and Block 42 and the undeveloped portion of Pinard Street separating Block 39, Block 41, and Block 42 in Union County, New Mexico having been filed by Owaissa Heiman, Owida Franz, and Clinton Franz and the Board of Union County Commissioners being satisfied that Ms. Heiman and Mr. and Mrs. Franz are the sole property owners of property in Block 38, Block 39, Block 41, and Block 42 of the unincorporated portion of the Sunnyside Addition and property on both sides of undeveloped Baca and Pinard Streets between Block 38, Block 39, Block 41, and Block 42 in the unincorporated portion of the Sunnyside Addition and further finding the alley platted in said Block 38, Block 39, Block 41, and Block 42 of the unincorporated portion of the Sunnyside Addition and Baca and Pinard Streets separating Block 38, Block 39, Block 41, and Block 42 have never been cut and is not required for maintenance or construction of any utility lines or otherwise by the County or any adjacent land owner and that granting the closure will not impair any persons rights or ownership interest in connection with their property,

NOW THEREFORE the Union County Commissioners upon motion and unanimous vote declare:

1. The alleys platted within Block 38, Block 39, Block 41, and Block 42 of the unincorporated portion of the Sunnyside Addition Subdivision and the undeveloped portion of Baca Street and Pinard Street separating Block 38, Block 39, Block 41, and Block 42 in the unincorporated portion of the Sunnyside Addition in Union County, New Mexico is not needed and its vacation will not adversely affect the interest of persons on contiguous land or persons within the subdivision, and the alleys shown on the plat of Block 38, Block 39, Block 41, and Block 42 in the unincorporated portion of the Sunnyside Addition Subdivision in Union County and the undeveloped portion of Baca Street and Pinard Street separating Block 38, Block 39, Block 41, and Block 42 are hereby vacated. The land comprising said alley and street revert in equal proportions to the adjoining lot owners upon recording of this order. The Union County Clerk shall make a notation on the plat of the Sunnyside Addition maintained in the Office of the Clerk of Union County, New Mexico memorializing this action.

DONE THIS 15 TH DAY OF NOVEMBER, 2022.		
	Justin Bennett, Chair	

Attested: Brenda Green, Clerk

brandy.thompson@unionnm.us

From: curtis.skaggs@unionnm.us

Sent: Monday, November 14, 2022 2:32 PM **To:** brandy.thompson@unionnm.us

Subject: rabbit ear station

The Sheriff's office is currently housed at the old National Guard Armory and will be moving to the Court House at some point in the next few years. Once the office is moved from the armory, we will lose all storage space for large items such as vehicles, trailers, ATVs, and training equipment. We will also lose our secured garage area for large evidence items and a safe place to conduct search warrants on vehicles. Knowing that this day is coming we would like to take possession of the old Rabbit Ear Fire Department that is located on 1st street in Clayton. The Sheriff's Office has recently obtained money to assist in paying the salaries of new hires which frees up money in our budget that was initially budgeted for salaries. We would like to use the money that was initially budgeted by the county for the salaries to begin remodeling the old fire station. We would like to start the renovation as soon as possible so it is ready for us to move our equipment in by the time we must move out of the armory.

PERMIT NO. 480

This permit is granted on this <u>15th</u> day of <u>Nov.</u>, 2022, by the Board of Commissioners of Union County, New Mexico, (County) and <u>Plateau Telecommunications</u>, Incorporated, (Permittee),

Address: 7111 N. Prince Clovis, NM 88101

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of <u>fiber optic</u> telecommunication lines across a certain designated County road lying, situated and being in the County of Union, State of New Mexico, more particularly described as follows:

LEGAL DESCRIPTION

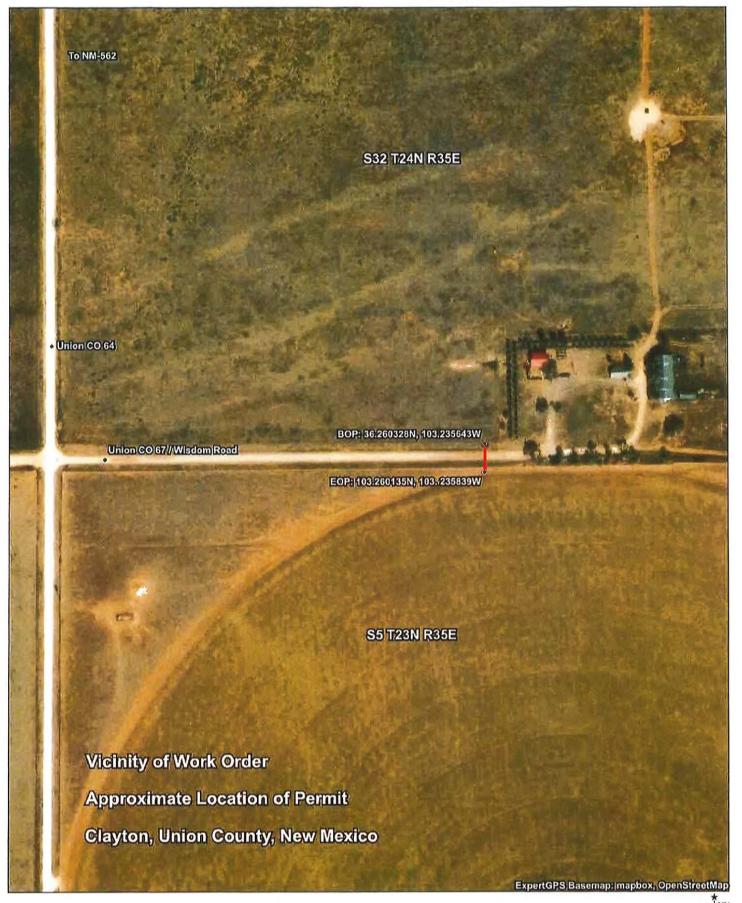
Plateau Telecommunications, Incorporated requests to hore / plow crossing beneath Union County Road CO 67 a.k.a. Wisdom Road for the purpose of installing new Fiber Optic cable in an on-going project to improve the telephone and/or internet service to cooperative members. This crossing will be within the SW4SW4 of S32 T24N R35E and Lot 4 within Section 5 T23N R35E.

Approximate BOP coordinates: 36° 15' 37.21"N, 103° 14' 9.02"W Approximate EOP coordinates: 36° 15' 36.49"N, 103° 14' 9.02"W

This permit is subject to the following provisions:

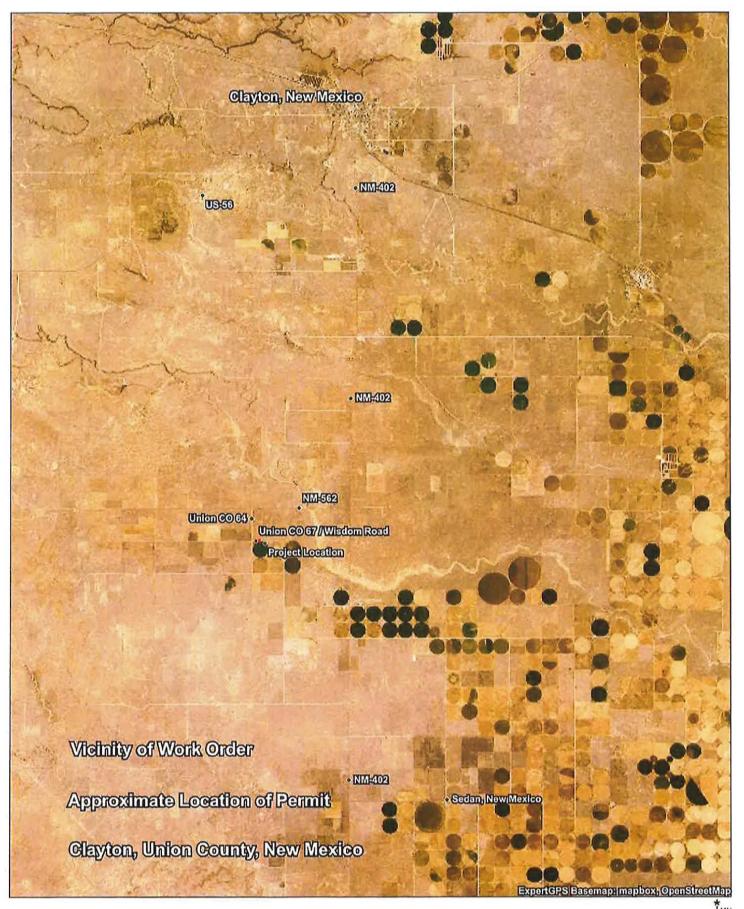
- 1. a.) Permittee will dig a trench/bore across/under the above-described County Road approximately Three (3') feet deep.
 - b.)Pipe and/or cable made of 12 Fiber Optic cable encased in HDPE.
- c.) Pipe and/or cable shall be 1 1/4" inches in diameter and of the type Schedule including the HDPE duct that the cable will be placed within.
- 2. Permittee will then fill and compact the trench to restore the road to an even level suitable for public traffic. Restoration of the road shall be subject to the inspection and approval of the County Road Supervisor.
- 3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
- 4. Permittee is to perform the construction is 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 15th day of Nov., 2022	-
SEAL	BOARD OF COMMISSIONERS COUNTY OF UNION, NEW MEXICO
ATTEST	CHAIRMAN
	MEMBER
COUNTY CLERK	MEMBER



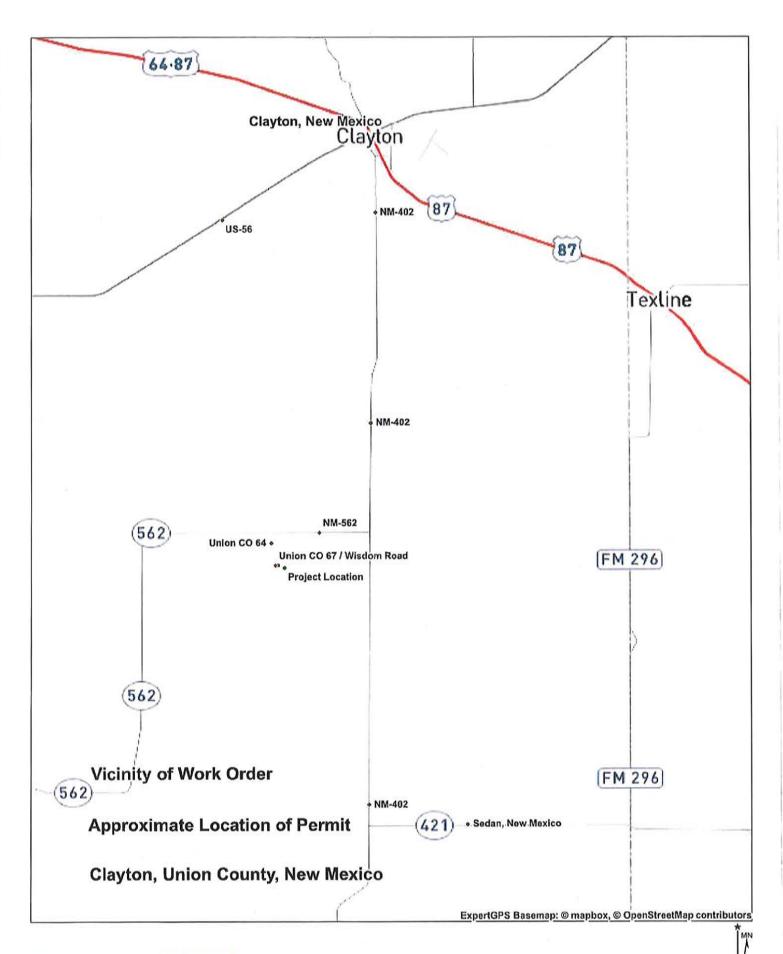
To NM-562 S32 T24N R35E Union CO 64 BOP: 36.260328N, 103.235643W EOP: 103.260135N, 103. 235839W S5 T23N R35E Vicinity of Work Order **Approximate Location of Permit** Clayton, Union County, New Mexico ExpertGPS Basemap: CalTopo.com







6+3



ExpertGPS

PERMIT NO). <u>481</u>							
This permit is granted on this <u>15th</u> day of <u>Nov</u> , 2022, by the Board of Commissioners of Union County, New Mexico, (County) and <u>E.N.M.R. Telephone Cooperative</u> , (Permittee),								
Address: 7111 N. Prince Clovis, NM 88101								
This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of Fiber Optic telecommunication lines across a certain designated County road lying, situated and being in the County of Union, State of New Mexico, more particularly described as follows: LEGAL DESCRIPTION ENMR Plateau would like cross Perico Creek Road to install new Fiber Optic cable in an on-going project to improve the telephone and internet service to our cooperative members. This crossing will be from Section 33 to 32 T26N R33E (Please see attached aerial map)								
 cable will be placed within for crossings. 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. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe. Permittee is to perform the construction is 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. 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. 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. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration. 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 15th day of Nov , 20 22.			
					SEAL	BOARD OF COMMISSIONERS COUNTY OF UNION, NEW MEXICO		
ATTEST	CHAIRMAN							

MEMBER

MEMBER

COUNTY CLERK







PERMIT NO. 482

This permit is granted on this 15th	_day of <u>Nov</u> _	_, 2022, by the Board of	Commissioners of	of Union County
New Mexico, (County) and Plateau Telecomi	nunications, Inco	orporated, (Permittee),		

Address: 7111 N. Prince Clovis, NM 88101

This permit is for the sole purpose of allowing Permittee to lay (pipe or cable) for the purpose of fiber optic telecommunication lines across a certain designated County road lying, situated and being in the County of Union, State of New Mexico, more particularly described as follows:

LEGAL DESCRIPTION

Plateau Telecommunications, Incorporated requests to bore / plow crossing beneath Union County Saddle Mountain Road for the purpose of installing new Fiber Optic cable in an on-going project to improve the telephone and/or internet service to cooperative members. This crossing will be within the NE4NW4 of Section 20 T26N R36E and within the SE4SW4 of S17 T26N R36E.

Approximate BOP coordinates: 36° 28' 54.86"N, 103° 7' 19.70"W Approximate EOP coordinates: 36° 28' 55.36"N, 103° 7' 19.70"W

This permit is subject to the following provisions:

- 1. a.) Permittee will dig a trench/bore across/under the above-described County Road approximately Three (3') feet deep.
 - b.) Pipe and/or cable made of 12 Fiber Optic cable encased in HDPE.
- c.) Pipe and/or cable shall be 1 1/4" inches in diameter and of the type Schedule including the HDPE duct that the cable will be placed within.
- 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.
- Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
- Permittee is to perform the construction is 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.
- 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.
- 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.
- Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
- Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during 8. 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 15th day of 1	Nov, 2022
SEAL	BOARD OF COMMISSIONERS COUNTY OF UNION, NEW MEXICO
ATTEST	CHAIRMAN
	MEMBER
COUNTY CLERK	MEMBER

CK# DATE	Name	Description	Line Item	Invoice # DATE	# 04	Amount
01 0 70870	CHERYL GARCIA	PER DIEM HR AFFILIATE RETREAT	401-02-2010	9272022 09/29/2022	28516	44.00
66.67 10/26/2022		20% REIMBURSEMENT ID HOLDERS	401-02-2009	10192022 10/19/2022	28538	22.67
COUNTY MANAGER	66.67				11 15 14 14 17 17 18 18 18 18 18 18 18 18 18 18 18 18 18	
01 0 70871 1078.75 10/26/2022	CLINT D HARDEN & ASSOCIATES	INV# 101422 LOBBY SERVICES	401-01-2101	101422 10/18/2022	28344	1078.75
COMMISSIONERS	1078.75				8 8 8 8 8 8 8 8 8	(H (H (H (H (H (H (H (H (H (H (H (H (H (
01 O 70872 100.00 10/26/2022	EL LLANO ESTACADO RCED	FY23 MEMBERSHIP DUES	401-01-2073	FY22-23 10/18/2022	28534	100.00
COMMISSIONERS	100.00					
01 O 70873 GOVOS, INC 17552.00 10/26/2022	GOVOS, INC	INV# INV-KSW-006101 ANNUAL MAINTENANCE FEE FY23	401-04-2013	INVKSW006101 10/18/2022	28382	17552.00
RECORDING/FILING	17552.00			9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9		18 18 19 10 11 11 11 11 11 11 11 11 11 11 11 11
632.72 10/26/2022	LEXIPOL, LLC	INV#INVPRA107263 ANNUAL USER FEE 401-08-2010	E 401-08-2010	INVPRAIG7263 10/19/2022	28537	632.72
LAW ENFORCEMENT	632.72					II
01 0 70875 3.95 10/26/2022	LINDE GAS & EQUIPMENT INC	INV# 31588623 FINANCE CHARGE	402-25-2013	31588623 10/18/2022	28406	9. 6. 5.
ROAD						H H H H H H H H H H H H H H H H H H H
01 O 70876 463.48 10/26/2022	MACK'S DRILLING INC.	INV# 8417 FIX STATION PUMP LEAK	. 407-41-2023	8417 10/18/2022	28509	463.48
CAPULIN	463.48				10 11 13 14 14 14 14 14 14 14 14 14 14 14 14 14	11 11 11 12 13 13 13 14 14 14 14 14 14 14 14 14 14 14 14 14
01 O 70877 373.25 10/26/2022	MC CLURES BIG J PARTS	INV# 9220-76606 HOSE/BLADE/TAPE 402-25-2076	402-25-2076	9220-76606 10/18/2022	28374	373.25
ROAD	373.25			# H H H H H H H H H H H H H H H H H H H	11 11 11 11 11 11 12 13 13 14 14 15 16 16 17 18 18 18 18 18 18 18 18 18 18 18 18 18	
01 0 70878 393.09 10/26/2022	NAPA AUTO PARTS	FLTR/FI	R 402-25-2076 402-25-2076	144600 10/18/2022 144067 10/18/2022	28397 28397	237.45
ROAD	393.09			11 11 11 11 11 11 11 11 11 11 11 11 11		
01 O 70879 87.58	OFFICE DEPOT	INV# 267829991001 PLANNER/BINDER 401-04-2009	R 401-04-2009	267829991001 10/18/2022	28340	87.58

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# 0d		## ## ## ## ## ## ## ## ## ## ## ## ##	28535	11 13 13 11 11 11 11	28457				28395		1	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		
Invoice # DATE			 		10172022 10/18/2022		[]]]		527794-1 10/18/2022		92022 10/18/2022		PS060105125 10/18/2022 PS060105146 10/18/2022	
Line Item			401-03-2023		401-05-2019		402-25-2043		27794-1 AIR CONTROL SWITCH 402-25-2076		424-77-2307		402-25-2012 0 402-25-2012	
Description			# 7		SPANISH TRANSLATION		INV# 4978 (2) TIRES		INV# 527794-1 AIR CONTROL SWITCH 402-25-2076		ENTERCUSING OF PRISONERS 9/1/2022 - 9/30/2022	:	INV# PS060105125 TANK INV# PS060105146 CAT ELC	
Name		87.58	PAUL'S PEST CONTROL INV# 2342 PEST CONTRO	254.40	01 O 70881 SHARON LOERA 400.00	400.00	01 O 70882 SIX-M TIRE AND SERVICE INV# 45 507.90	507.90	TOW BROTHERS	57.24	01 O 70884 VIGIL MALDONADO DETENTION CENTEROUSING OF PRISONERS 24985.00 9/1/2022 - 9/30/2022	RES 24985.00	01 O 70885 WARREN CAT 1331.35	1331.35
CK# DATE	10/26/2022	Ŋ	254.40 10/26/2022	MAINT/OPER/BLDGS	01 O 70881 400.00 10/26/2022	ELECTIONS	501 O 70882 507.90 507.90	ROAD	01 O 70883 57.24 10/26/2022	ROAD	01 0 70884 24985.00 10/26/2022	CORRECTIONAL GGRT RES 24985.00	1331.35 10/26/2022	ROAD

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OUTSTANDING INVOICES	
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!	179.49	250.51 31.99 66.07 32.39 115.84 68.75 68.75 68.76 293.58 250.51	21.68	57.76	291.20	72.80	151.19	78.00	33.96	586.30	146.58
+C0	28315	28 29 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	28346	28363	28547	28547	28553	28387	28387	28387	28387
	Line ltem 410532081	412612076 401032025 401032025 401032025 407412025 401082007 401032025 415682076	414662076	410532076	401022010	401022010	401032081	401052019	401052019	401042010	401042010
	Description INV# G-07202201 VALVE/HOSE	CAPULIN EMS ANNUAL TOWER LEASE FIRE ALARM MONITORING #2159 GRENVILLE FD PHONE/NOC #507 PANIC BUTTON #1966 CAPULIN FD PHONE/NET/NOC #122 SHERIFF DEPT SUBSTATION #5184 EMAIL HOSTING #2159 TOWER LEASE #2159 ANNUAL TOWER LEASE	INV# 22-C20533 CYLINDER RENTAL	INV# 105473 MOUSE TRAPS	BIPO CONFERENCE PER DIEM 80%	BIPO CONFERENCE PER DIEM 20%	KEURIG COFFEE POT	TRUNK-R-TREAT DOLLAR GENERAL	TRUNK-R-TREAT CANDY/WALMART	BIPO ALB PER DIEL 80%	BIPO ALB PER DIEM 20%
;	Name AAA FIREPRO OF NEW MEXICO INC 221 SCHEPPS BLVD CLOVIS NM 88101	BACA VALLEY TELEPHONE CO. P.O. BOX 67 DES MOINES NW 88418	BENNETTS LLC P.O. BOX 27 RATON NM 87740	BRADLEY SUPPLY 102 S. FRONT CLAYTON NM 88415	BRANDY THOMPSON 618 MCKAY RD CLAYTON NM 88415	BRANDY THOMPSON 618 MCKAY RD CLAYTON NM 88415	BRANDY THOMPSON 618 MCKAY RD CLAYTON NM 88415	BRENDA GREEN 407 TONEY ROAD CLAYTON NM 88415	BRENDA GREEN 407 TONEY ROAD CLAYTON NM 88415	BRENDA GREEN 407 TONEY ROAD CLAYTON NM 88415	BRENDA GREEN
	INVC# G-07202201 179.49 TOT\$ PAID 179.49 BAL	1193.35 TOT\$ 1193.35 PAID 1193.35 BAL	22-C20533 21.68 TOT\$ PAID 21.68 BAL	105473 57.76 TOT\$ PAID 57.76 BAL	1252022 291.20 TOT\$ PAID 291.20 BAL	12132022 72.80 TOT\$ PAID 72.80 BAL	1.1	10262022 78.00 TOT\$ PAID 78.00 BAL	9192022 33.96 TOT\$ PAID 33.96 BAL	1252022 586.30 TOT\$ PAID 586.30 BAL	12132022

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OUTSTANDING INVOICES	Line Item
	Description
Date: 11/14/22 8:38:05	INVC# Name

nt	ı	1350.00	2711.76 2932.09 2711.76 2711.76 7291.18	103.75	1078.75	1017.44	3908.33	6313.28	1000.00	176.00	44.00	140.68
PO# Amount		28456	28357 28357 28357 28357 28357	28451	28344	28560	28532	28531	28551	28561	28561	28345
Line Item		407412081 407412081	402552013 402252013 402252013 402252013 402252013	401012010	401012101	409492076	402252076	402252043	402252043	401062010	401062010	410532025
Description		AED PADS/SHIPPING	STWT# 33096133 #001-1041511-000 STWT# 33096133 #001-102765-000 STWT# 33096133 #001-1029230-000 STWT# 33096133 #001-1029228-000 STWT# 33096133 #001-0893106-000	MILEAGE NERTPO MEETING RATON	INV# 111422 LOBBY SERVICES	IN# 10035 LABOR/FILTER/CODES	469,000 GAL WATER/ROAD PROJECT	INV# 31817 (4) TIRES	INV# DALH322334 (2)BACKHOB TIRES	PER DIEM BIPO 80%	PER DIEM BIPO 20%	INV# B1-400768285 REFD INTERNET
Name	407 TONEY ROAD CLAYTON NM 88415	CAPPELLUCCI'S FIRE/SAFETY CO. 2654 DELAGUA ST. TRINIDAD CO 81082	CATERPILIAR FINANCIAL SER. CO. P O BOX 100647 PASADENA CA 91189 0647	CLAYTON KIESLING 41 JENNY LANE GRENVILLE NM 88424	CLINT D HARDEN & ASSOCIATES 1348 CR H CLOVIS NM 88101	DEASON AUTOMOTIVE P.O. BOX 426 TEXLINE TX 79087	DOMINGO CRUZ 48 RIATA RD DES MOINES NM 88418	GUYMON TIRE AND AUTO 1018 HWY 54 NE GUYMON OK 73942	HEISER TIRE SERVICE PO BOX 517 ELLINWOOD KS 67526	HOLLIE SANDOVAL 317 COURT ST CLAYTON NW 88415	HOLLIE SANDOVAL 317 COURT ST CLAYTON NM 88415	HUGHESNET NETWORK SYSTEMS LLC
INVC#	146.58 TOT\$ PAID 146.58 BAL	82022 1915.00 TOT\$ PAID 1915.00 BAL	33096133 18358.55 TOT\$ PAID 18358.55 BAL	10172022 103.75 TOT\$ PAID 103.75 BAL	111422 1078.75 TOT\$ PAID 1078.75 BAL	10035 1017.44 TOT\$ PAID 1017.44 BAL	10312022 3908.33 TOT\$ PAID 3908.33 BAL	31817 6313.28 TOT\$ PAID 6313.28 BAL	DALH322334 1000.00 TOT\$ PAID 1000.00 BAL	12522 176.00 TOT\$ PAID 176.00 BAL	121922 44.00 TOT\$ PAID 44.00 BAL	B1-400768285 140.68 TOT\$

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Date: 11/14/22	

	nt	1	169.40	2656.69	409.92	35.96	193.34	124.11	435.37	37.64	431.37	86 6 80 10	13.99
Page: 3	PO# Amount		28549	28360	28392	28385	28376	28544	28374	28374	28374	28422	28397
OUTSTANDING INVOICES	Line Item		PER DIEM 20% 401102010	ES 401012101	LEAN 402252076	CANDY REIMBURSMENT 401052019	RL 401032046	CHANGE 499792011	SHOP TWL/OIL/FLT 402252076	ELBW/FTTNG/NPL 402252076	1LTER 402252076	BRUSHES 409492012	SEALED BEAMS 402252076
	Description		01 CLASS IN ABQ	. (C)	INV# 9310037827 BRAKE KLEAN	TRUNK-R-TREAT CANDY REII	INV# 3170267 CLOROX/TOWEL	INV# 9220-76785 OIL CHA	INV# 9220-76739 SHOP IW	INV# 9220-76895 ELBW/FT	INV# 9220-76938 HOSES/FILTER	INV# 9367-637666 WASH B	INV# 145039 HALOGEN SEA
8:38:05	Name	P.O. BOX 96874 CHICAGO IL 60693 6874	KRISTOPHER LAWRENCE 324 CEDAR ST CLAYTON NM 88415	LAW OFFICE OF STEPHEN ROSS P.O. BOX 4774 SANTA FE NM 87502 4774	LAWSON PRODUCTS, INC. PO BOX 734922 CHICAGO IL 60673 4922	MARYLOU HARKINS 19 PINABETES ROAD GRENVILLE NM 88424	MAYFIELD PAPER COMPANY BOX 3889 SAN ANGELO TX 76902	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	MISSION AUTO SURPLY 615 EAST 7TH DALHART TX 79022	NAPA AUTO PARTS MAIN STREET AUTO PARTS 112 MAIN ST CLAYTON NM 88415
Date: 11/14/22 8:	#INAC#	PAID 140.68 BAL	112122 169.40 TOT\$ PAID 169.40 BAL	102022 2656.69 TOT\$ PAID 2656.69 BAL	9310037827 409.92 TOT\$ PAID 409.92 BAL	9192022 35.96 TOT\$ PAID 35.96 BAL	3170267 193.34 TOT\$ PAID 193.34 BAL	9220-7 4.11 4.11	9220-76739 435.37 TOT\$ PAID 435.37 BAL	9220-76895 37.64 TOT\$ 37.64 BAL	9220-76938 431.37 TOT\$ PAID 431.37 BAL	9367-637666 58.98 TOT\$ PAID 58.98 BAL	145039 13.99 TOT\$ PAID 13.99 BAL

Date: 11/14/22 8	8:38:05	OUTSTANDING	NDING INVOICES	Page: 4	
INVC#	Name	Description	Line Item	PO# Amount	
202216046 450.00 TOT\$ PAID 450.00 BAL	NATIONAL ASSOC. OF COUNTIES P.O. BOX 38059 BALTIMORE MD 21297 8059	INV# 202216046 1/1/23-12/31/23 COUNTY DUES	401012073	28557	450.00
10272022 200.00 TOT\$ PAID 200.00 BAL	NEW MEXICO COUNTIES 444 GALISTEO ST SANTA FE NM 87501	091077	010	28 5 4 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8 8	200.00
1112022 100.00 TOT\$ PAID 100.00 BAL	NEW MEXICO COUNTIES 444 GALISTEO ST SANTA FE NM 87501	202211431109 B GRE	10420	28554	100.00
112022 275.00 TOT\$ PAID 275.00 BAL	NEW MEXICO COUNTIES 444 GALISTEO ST SANTA FE NM 87501	.C202311202212:	401022010	28554	275.00
LC2023-11202 275.00 TOT\$ PAID 275.00 BAL	NEW MEXICO COUNTIES 444 GALISTEO ST SANTA FE NM 87501	3-112022-1252-1:	401022010	28554	275.00
WC000157 28040.00 TOT\$ 28040.00 BAL	NM COUNTY INSURANCE AUTHORITY 444 GALISTEO STREET SANTA FE NM 87501	INV# WC000157 VFIS INSURANCE	407412067 408452067 409492067 411532067 411572067	2 2 2 2 2 2 3 1 1 1 1 1 1 1 1 1 1 1 1 1	56 60 8 . 00 8 .
272352476001 155.69 TOT\$ PAID 155.69 BAL	OFFICE DEPOT P.O. BOX 660113 DALLAS TX 75266 0113	INV# 272352476001 TONER/FOLDERS INV# 272352476001 KEY TAGS	401412076	28340	151.76 3.93
272391595001 32.99 TOT\$ 32.99 PAID	OFFICE DEPOT P.O. BOX 660113 DALLAS TX 75266 0113	ન ા	401022009	28340	32.99
52853342 326.40 TOT\$ PAID 326.40 BAL	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167	INV# 52853342 PROPANE	410532025	28552	326.40
52853146 204.00 TOT\$ PAID 204.00 BAL	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167	INV# 52853146 PROPANE	410532025	28552	204.00
52853302 920.04 TOT\$ PAID 920.04 BAL	PINNACLE PROPANE PO BOX 801167 KANSAS CITY MO 64180 1167	INV# 52853302 PROPANE	407412025	28552	920.04
52853301	PINNACLE PROPANE	INV# 52853301 PROPANE	407412025	28552	377.40

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OUTSTANDING INVOICES	
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nt		47.43	110.13	66.22	71.72	58.86	109.21	136.12	132.44	30.68	4.14	470.62
PO# Amount		28348	28401	28401	28401	28401	28401	28401	28401	28362	28362	28514
Line Item		410532025	OTSI 410542076	MIX 426752076	SHEY 426752076	IIS 410542076	IINIS 426752076	SIE 410542076	SIE 426752076	SETT 401032012	402252076	407412012
Description		ו באל	INV# 28403546 WRGLY/TAFFY/TOOTSI	INV# 28412545 REESE CUP/MARS MIX	INV# 28405286 MINI CHOC/HERSHEY	INV# 28412336 MARS MIXED MINIS	INV# 28403633 TOOTSIE ROLL/MINIS	INV# 28408462 MARS MIX/TOOTSIE	INV# 28408628 MARS MIX/TOOTSIE	INV# C201932 DIESEL CAN/NUT	INV# C202323 FASTENERS	INV# 12615 OIL CHANGE A-20
Name	PO BOX 801167 KANSAS CITY MO 64180 1167	PTCI P.O. BOX 1188 GUYMON OK 73942 1188	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	QUILL CORPORATION P.O. BOX 37600 PHILADELPHIA PA 19101 0600	R.W. ISAACS HARDWARE DRAWER J CLAYTON NM 88415	R.W. ISAACS HARDWARE DRAWER J CLAYTON NM 88415	RAY'S FIELD SERVICE, INC. 204 COAL STREET RATON NM 87740
INVC#	377.40 TOT\$ PAID 1 377.40 BAL I	1112022 I 47.43 TOT\$ PAID I 47.43 BAL	28403546 (110.13 TOT\$ PAID 1	28412545 (66.22 TOT\$ PAID 1 66.22 BAL 1	28405286 (71.72 TOT\$ PAID 17.72 BAL	28412336 (58.86 TOT\$ PAID 58.86 BAL	28403633 109.21 TOT\$ PAID 109.21 BAL	28408462 136.12 TOT\$ PAID 136.12 BAL	28408628 (132.44 TOT\$ PAID 132.44 BAL	932 68 TOT\$ PAID 68 BAL	C202323 4.14 TOT\$ PAID 4.14 BAL	12615 470.62 TOT\$ PAID 470.62 BAL

Date: 11/14/22 {	8:38:05 Name	OUTSTANDING Description Line	DING INVOICES Line Item	Page: 6 PO# Amount	ц
5065848733 107.17 TOT\$ PAID 107.17 BAL	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266	INV# 5065848733 CLERK COUNT	401042009	28351	107.17
5065848821 174.26 TOT\$ PAID 174.26 BAL	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266	INV# 5065848821 SHERIFF COUNT INV# 5065848821 COMPLIANCE COUNT	401082009 401072009 426752009	28351 28351 28351	70.55 24.22 79.49
9030936180 179.16 TOT\$ PAID 179.16 BAL	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266	INV# 9030936180 LEASE INV# 9030936180 ASSESSOR COUNT	499792013 499792009	28351	137.83
9030935130 531.62 TOT\$ 531.62 BAL	RICOH USA, INC P.O. BOX 660342 DALLAS TX 75266	INV# 9030935130 CLERK LEASE INV# 9030935130 ADMIN LEASE INV# 9030935130 SHERIFF LEASE INV# 9030935130 SHERIFF LEASE	401042013 401022013 401072013 401082013	28351 28351 28351 28351	188.82 149.15 26.88 166.77
200658 1353.00 TOT\$ PAID 1353.00 BAL	SENTINEL OFFENDER SERVICES PO BOX 8436 PASADENA CA 91109 8436	INV# 200658 GPS MONITORING	424772307	28423	1353.00
102022 731.25 TOT\$ PAID 731.25 BAL	SHARON LOERA 15 FEEDLOT LANE CLAYTON NM 88415	PREVENTION SPECIALIST	426752101	28457	731.25
5004 83.92 TOT\$ PAID 83.92 BAL	SIX-M TIRE AND SERVICE 1 LINCOLN ST CLAYTON NM 88415	INV# 5004 OIL CHANGE	401082011	28343	83.92
1593.73 TOT\$ 1593.73 BAL	SOUTHWESTERN ELECTRIC BOX 369 CLAYTON NM 88415	INV# 14448 FIRE HOUSE CAP INV# 14448 CAPULIN EMS INV# 14448 CAPULIN EMS INV# 14448 GRENVILLE FD INV# 14448 SENECA FIRE HOUSE INV# 14448 SCHOOL WELL INV# 14448 THOMAS FIRE HOUSE INV# 14448 THOMAS FIRE HOUSE INV# 14448 OF J GILBERT HOUSE INV# 14448 OF J GILBERT HOUSE INV# 14448 MAIN STATION INV# 14448 AMISTAD FIRE WELL	407412025 407412025 410532025 411572025 408452025 408452025 408452025 408452025 408452025 408492025 410532025 409492025 401032025 401032025	888888888888888888888888888888888888	95.94 76.42 77.76 79.98 79.98 70.98 70.12 70.20 70.20 82.22 86.73 70.20 86.74 87.72 86.74 86
1588.87 TOT\$ PAID 1588.87 BAL	SPEER ELECTRIC P.O. BOX 1214 DALHART TX 79022	INV# 8288 UPGRADE TO LED/MILEAGE	408452076	28543	1588.87

: 7	Amount
Page:	#0d
OUTSTANDING INVOICES	Line Item
	Description
Date: 11/14/22 8:38:05	INVC# Name

nt	867.00	2780.53	86.16 115.44 82.41 276.59 761.05 48.40	11920.21	180.00	1244.21 1317.43 1317.43	73.48	73.48	153.09	1709.51	77.52
PO# Amount	28370	28425	28353 28353 28353 28353 28353 28353	28353	28453	28352 28352 28352 28352	28429	28429	28389	28389	28546
Line Item	DR 401032023	41	402252025 605932025 401032025 401032025 401032025 401032025	500812112	4115	401022013 401062013 401072013	401032046	401032046	VG 401052008	P 401052104	409492076
Description	OUTDOOR SENSOR/COIL SENSOR/LABOR	INV# 102422 BULK WTR 478,000 GAL	ROAD DEPT WATER/GARBAGE SHERIFF WATER/SEWER/GARBAGE ANNEX SEWER/GARBAGE ADMIN WATER/SEWER/GARBAGE COURTHOUSE WATER/SEWER/GARBAGE OLD REFD WATER	OCTOBER JOINT COMM	INV# 95791 DUMPSTER FOR OCTOBER	INV# 1076770:45:50 NETWORKING INV# 1076770:45:50 NETWORKING INV# 1076770:45:50 NETWORKING	INV# 2850022396 RUG SERVICE	INV# 2850018892 RUG SERVICE	INV# 44533D 2022 GEN ELEC VOTING	INV# 44539D GEN ELECT AD BNG/SPA	INV# 1202957 PUSHBROOMS
Мате	TIM CALLIS PLUMBING HEATING & COOLING 27 MAYS ROAD CLAYTON NM 88415	TOWN OF CLAYTON 1 CHESTNUT CLAYTON NM 88415	TOWN OF CLAYTON 1 CHESTNUT CLAYTON NM 88415	TOWN OF CLAYTON 1 CHESTINUT CLAYTON NM 88415	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	UNITED SUPPLY P.O. BOX 819 HWY 87 SOUTH DALHART TX 79022
INVC#	1112022 867.00 TOT\$ PAID 867.00 BAL	2 2	1370.05 BAL	11920.21 TOT\$ 11920.21 BAL	95791 180.00 TOT\$ PAID 180.00 BAL	10312022 3879.07 TOT\$ PAID 3879.07 BAL	2850022396 73.48 TOT\$ PAID 73.48 BAL	2850018892 73.48 TOT\$ PAID 73.48 BAL	44533D 153.09 TOT\$ PAID 153.09 BAL	44539D 1709.51 TOT\$ PAID 1709.51 BAL	1202957 77.52 TOT\$ PAID 77.52 BAL

	Amount	1972.28	30590.00	59.71 40.44 107.41 214.66 20430.96 3240.76 58.10
Page: 8	PO# Amc	28539	28407	28379 28379 28379 28379 28379 28379 28379
OUTSTANDING INVOICES	Line Item	424772307	424772307	408452076 412622076 401102010 499792011 402252044 401082011 401032011
OUTSTAN	Description	INV# 3104 EXTRADITION/T MORALES 424772307	OCTOBER 2022 HOUSING OF PRISONER	INV# 84837773 SEDAN FD INV# 84837773 CAPULIN EMS INV# 84837773 EMERGENCY MANAGER INV# 84837773 ROAD DEPT INV# 84837773 SHERLFF INV# 84837773 MAINTENANCE INV# 84837773 COUNTY MANAGER
8:38:05	Name	US BLUE RAVEN SERVICES, LLC 590 PROSPECTOR TRAIL DAHLONEGA GA 30533	VIGIL MALDONADO DETENTION CENTER OCTOBER 2022 HOUSING OF PRISONER 424772307 444 EAST HEREFORD AVE RATON NM 87740	WEX BANK PO BOX 6293 CAROL STREAM IL 60197 6293
Date: 11/14/22 8	INVC#	3104 1972.28 TOT\$ PAID 1972.28 BAL	10312022 30590.00 TOT\$ PAID 30590.00 BAL	24281.47 TOT\$ PAID 24281.47 BAL

TOTAL INVOICING 160299.62