



AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, June 1, 2009
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

1. **Opening of Meeting**
 - a. Invocation - Rev. Al Lewis
 - b. Presentation of Colors - Members of Union County Marine Corps League, Detachment 914
 - c. Pledge of Allegiance - Whitleigh Allen, Union County 4-H Livestock Club, and Jordan Purser, President of Union County 4-H Teen Council and Member of Piedmont Middle School 4-H Club
 - d. Introduction of Public Works Director
2. **Comments by Richard Stone, Former Commissioner and Commandant of Union County Marine Corps League, Detachment 914, Regarding Flag Day and Celebration on June 14, 2009, Commemorating 100 Years of 4-H**
(*Estimated Time: 5 Minutes)
3. **Comments by Rev. Al Lewis and Robert Braswell Regarding Safer Communities Ministry** (*Estimated Time: 10 Minutes)
4. **Public Hearing - 2008-2009 Manager's Recommended Budget** (*Estimated Time: 20 Minutes)
ACTION REQUESTED: Conduct public hearing
5. **Informal Comments** (*Estimated Time: 15 Minutes)
6. **Additions, Deletions and/or Adoption of Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Adoption of Agenda
7. **Consent Agenda** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Approve items listed on the Consent Agenda
8. **Public Information Officer's Comments** (*Estimated Time: 10 Minutes)

Old Business:

9. **Extension Amendment for Emergency Medical Services** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize County Manager to approve Amendment extending Agreement
10. **Carolina Thread Trail Master Plan Development** (*Estimated Time: 15 Minutes)
ACTION REQUESTED: Approve resolution of support and direct staff to coordinate with Union County municipalities for a Planning Grant for the Carolina Thread Trail Program
11. **Discussion on Belk-Tonawanda Park Property** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Discussion and direction to staff
12. **Extension of Charlotte Area Transit System (CATS) Agreement** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Authorize Manager to approve amendment pending legal review
13. **Capital Improvement Program (CIP) Resolution** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt resolution
14. **Request by Autumn Corporation/White Oak of Waxhaw** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Water allocation
15. **2009 Enterprise Systems Revenue Bonds** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Adopt Resolution Directing the Application to the Local Government Commission for Approval of Enterprise Systems Revenue Bond; Requesting Local Government Commission Approval of the County's Enterprise Systems Revenue Bonds; and Certain Related Matters

New Business:

16. **Non-Mandated Programs within the Department of Social Services**
(*Estimated Time: 5 Minutes)
ACTION REQUESTED: Receive presentation
17. **Consideration of EDA Grant Application** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Authorize the Chairman and staff to provide appropriate certifications and the county to serve as co-applicant of EDA Grant

18. **Letter of Support for Wingate University School of Pharmacy's Students' Award Application** (*Estimated Time: 5 Minutes)
ACTION REQUESTED: Authorize Chairman to sign letter of support
19. **Consider Scheduling Public Meeting for Input from UCPS Regarding a Reduction in Funding for FY 2009 and to Take Action to Reduce Appropriation** (*Estimated Time: 5 minutes)
ACTION REQUESTED: Schedule a special meeting for the purposes stated above, possibly for June 4th at 9:00 a.m. prior to the budget session
20. **Reappointment of Tax Administrator** (*Estimated Time: 10 Minutes)
ACTION REQUESTED: Consider appointment of John Petoskey for Four-Year Term as Tax Administrator, i.e. Assessor and Tax Collector
21. **Announcements of Vacancies on Boards and Committees** (*Estimated Time: 5 Minutes)
 - a. Adult Care Home Advisory Committee (3 Vacancies)
 - b. Nursing Home Advisory Committee (2 Vacancies)
 - c. Region F Aging Advisory Committee (Vacancies for 3 Regular Members and 1 Alternate Member as of June 30, 2009)
 - d. Centralina Workforce Development Board (1 Vacancy Representing the Private Industry)
 - e. Juvenile Crime Prevention Council:
 1. School Superintendent or Designee
 2. Chief Court Counselor or Designee
 3. Director DSS or Designee
 4. County Manager or Designee
 5. Member of Faith Community
 6. Chief District Court Judge or Designee
 7. Local Health Director or Designee
 8. Representative of Parks and Recreation
 9. County Commissioner Appointees (5)
 10. Substance Abuse Professional
 - f. Parks and Recreation Advisory Committee (1 Vacancy for Unexpired Term Ending February 2010)**ACTION REQUESTED:** Announce vacancies
22. **Appointments to Boards and Committees** (*Estimated Time: 10 Minutes)
 - a. Agricultural Advisory Committee (3 Vacancies)
 - b. Jury Commission (1 Vacancy)
 - c. South Piedmont Community College Board of Trustees (1 Vacancy)**ACTION REQUESTED:** Consider appointments
23. **Manager's Comments**
24. **Commissioners' Comments**

CONSENT AGENDA
June 1, 2009

1. **Contracts/Purchase Orders Over \$20,000**
 - a. Annual Renewal Agreement with Thomas A. Ebert to Provide Commercial/Industrial Real Property Valuation Appraisal Support
 - b. Renewal Agreement with South Piedmont Community College to Provide Educational Service to Work First Participants
 - c. Renewal Agreement with Employment Security Commission to Provide Employment Services for Work First Participants
 - d. Agreement with North Carolina Alliance of Public Health Agencies, Inc. to Provide Public Health Contract Personnel on an As-Needed Basis
 - e. Renewal Agreement with Software House International to Provide Anti-Virus Software
 - f. Renewal of Annual Hardware and Software Maintenance and Support Agreement with Davenport Group for the Primary and Replication Compellant Storage Area Network Units (SANS)
 - g. Renewal of Annual Maintenance and Support Agreement with CDW Government, Inc. for the Operating Software for the Operating Software that Most of the County's Windows Servers Utilize

ACTION REQUESTED: Authorize Manager to approve agreements a-g pending legal review

2. **Tax Administrator**
 - a. Departmental Monthly Report for April 2009
 - b. Tenth Motor Vehicle Billing (Revised) in the Amount of \$987,565.40 which reflects \$169.91 increase to Lake Park Taxes

ACTION REQUESTED: Approve items a-b

3. **Health Department - New Dental Procedure and Fee**

ACTION REQUESTED: Accept the Health Department's Dental Clinic offering a hard night guard as a new dental procedure at a fee of \$225, in accordance with Medicaid rates

PUBLIC NOTICE
NOTICE IS HEREBY GIVEN THAT the Union County budget for 2009-2010 has been submitted to the Board of Commissioners and a copy is available for public inspection in the office of the Clerk to the Board, Union County Government Center, 500 North Main Street, Room 925, Monroe, North Carolina, and on-line at the County's website at www.co.union.nc.us, which can be accessed from any computer with internet access or from public computers at any Union County Library branch.
NOTICE IS FURTHER GIVEN that the Union County Board of Commissioners will hold a public hearing to receive comments from the citizens of Union County on the proposed budget at 7:00 p.m. on Monday, June 1, 2009, in the Commissioners Board Room, first floor, Union County Government Center, 500 North Main Street, Monroe, North Carolina.
Any person requesting a sign language interpreter, please call (704) 225-8554 and make a request at least 96 hours in advance. Any other special assistance needed by an individual due to a disability under the Americans with Disabilities Act should call (704) 283-3810 and make a request at least 96 hours in advance.
Lynn G. West
Clerk to the Board of Commissioners
Wednesday, May 20, 2009

NORTH CAROLINA,
UNION COUNTY.

AFFIDAVIT OF PUBLICATION

Before the undersigned, a Notary Public of said County and State, duly commissioned, qualified, and authorized by law to administer oaths,

personally appeared Pat Deese

who being first duly sworn, deposes and says: that he is

Principal Clerk engaged in the publication of a newspaper known as The Enquirer-Journal, published, issued, and entered as second class mail in the City of Monroe in said County and State; that he is authorized to make this affidavit and sworn statement; that the notice or other legal advertisement, a true copy of which is attached hereto, was published in The Enquirer-Journal on the following dates:

May 20, 2009

and that the said newspaper in which such notice, paper, document, or legal advertisement was published was, at the time of each and every such publication, a newspaper meeting all the requirements and qualifications of Section 1-597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Section 1-597 of the General Statutes of North Carolina.

This 20 day of May, 2009
Pat Deese

Sworn to and subscribed before me, this 20 day of May, 2009

Pat P. Chabz Notary Public

My Commission expires: May 11, 2013

Union County Budget

Inches: 5 3/4
MONROE, N.C. May 20 2009

Ad# #02100167
ACCOUNT #:

U. C. Bd. Of Commissioners
500 N. Main St., Room 921
Monroe, NC 28112

COST: \$ 57.52

—IN ACCOUNT WITH—

The Enquirer-Journal

P.O. Box 5040
500 W. Jefferson St.
Monroe, N.C. 28111-5040

Important Legal Document, Please Retain

UNION EMS CONTRACT QUESTIONS
5/19/2009

Statute 153A-260	What are we statutorily required to provide? Do we have to provide more because we own the hospital?
Page 10 of Agreement item (e.)	Who is on the Board of Directors?
Exhibit A - pg. 2 item 1.c.	Do any mutual aid agreements exist? If so, what are terms, how are they tracked, how are costs recouped?
Exhibit A - pg. 8 item 4.d.	Would like a copy of the latest annual report "The report shall include....annual unaudited revenues and expenditures..." What would be unaudited?
Exhibit A - pg. 10 item (d) (3)	"The surplus from prior years..." How can there be a fund balance if we are paying a deficit every year?
Exhibit A - pg. 10 item (e.)	"...determine by means of an independent audit..." How often do we audit? Who reviews audit? Who chooses auditor?
Exhibit A - pg. 10 item (f.)	Would like to see the last quarterly financial statement of the financial condition of Union EMS
Exhibit A - pg. 11 item (f.)	What is current collection rate?
Exhibit A - pg. 12 item (l.)	What alternative funding methodologies have been explored?
Exhibit D page 3 of 3	Why do we pay \$650/month to 8 fire departments?

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AGENDA ITEM
MEETING DATE 6-1-09

Response to Commissioner Rogers' Union EMS Contract Questions

- (1) **What are we statutorily required to provide? Do we have to provide more because we own the hospital? [Statute 153A-260] (Note that this question was also raised by Commissioner Kuehler during the Board meeting)**

Short Answer

The County must ensure that emergency medical services are provided to its citizens. This can be accomplished by (i) operating an EMS system, (ii) contracting for EMS services, (iii) franchising the provision of EMS services by ordinance, or (iv) creating a commission with authority to operate ambulance services. This duty is unrelated to the County's ownership of the hospital.

Long Answer

The County's authority to operate, franchise, and/or contract for ambulance services is governed by G.S. 153A-250. In addition to giving counties the authority to operate ambulance services, franchise them by ordinance, and/or contract for them, the statute also authorizes the County to "create an ambulance commission and vest in it authority to operate the ambulance services." The statute itself is permissive in nature (e.g. "A county *may* by ordinance franchise ambulance services"; "In lieu of or in addition to adopting an ordinance pursuant to subsection (a) of this section, a county *may* operate or contract for ambulance services...") Thus, the statute, taken alone, does not appear to require the county to provide (either directly or indirectly) for ambulance services.

However, pursuant to G.S. 143-517, each county is required to "ensure that emergency medical services are provided to its citizens." The term "emergency medical services" is broadly defined by G.S. 143-507(d) to mean "all services rendered by emergency medical services personnel as defined in G.S. 131E-155(7)¹ in responding to improve the health and wellness of the community and to address the individual's need for immediate emergency medical care in order to prevent loss of life or further aggravation of physiological or psychological illness or injury." In addition, it is required in 10A NCAC 13P.0201 that county governments establish EMS Systems that have, among other things, "a listing of permitted ambulances to provide coverage to the service area 24 hours per day." Although this regulation and G.S. 143-507(d) do not specifically state that the County must provide for ambulance services, it would be very difficult to "ensure that emergency medical services are provided to [the County's] citizens" and meet the 24 hour ambulatory coverage listing requirement without either contracting for ambulance services, franchising ambulance services, directly providing ambulance services, or establishing a commission to operate ambulance services.

¹ G.S. 131E-155(7) defines "emergency medical services personnel" to mean all of the following personnel: emergency medical dispatcher, emergency medical services-nurse practitioner, emergency medical services-physician assistant, emergency medical technician, emergency medical technician-intermediate, emergency medical technician-paramedic."

(2) Do any mutual aid agreements exist? If so, what are terms, how are they tracked, how are costs recouped? [Exhibit A-pg.2 item 1.c.]

By e-mail, Scott Shew, Director of Union EMS, indicates that there was an effort in 2001 to update an original regional mutual aid agreement coordinated among area EMS systems and the Centralina Council of Governments in the 1980's. Scott indicates that this is the closest thing they have to a formalized Mutual Aid Agreement and that he is not certain whether it was fully executed by all parties. He has requested that Centralina review its archives to determine if they are in possession of a fully executed original. He further states as follows:

All the EMS systems in this region work together daily in a "neighbor helping neighbor" spirit. This includes assisting each other at motor vehicle crashes at the county lines, occasionally assisting another county by providing an ambulance response just inside their county when all their units are busy/out of position, and providing ambulance coverage in support of EMS systems during funerals of fallen EMS personnel. Obviously, the intent of the [2001 agreement] is to facilitate mutual aid response in larger "disaster" events which are expected to deplete local EMS resources and provides guidelines for smooth operations of mutual aid in larger events.

If Union EMS abides by Section 1 of page 19 of the mutual aid document, then it appears that Union EMS would handle billing for out-of-county responses as it normally would for in-county responses, or it may "opt not to charge for services on a voluntary basis." However, the document goes on to state in part c. of Section 1 that "Any costs for services provided within a particular county, excluding those normally covered by charges to the patient, will be borne by that county. For example, if the mutual aid responder is a volunteer rescue squad, the requesting county should replace supplies, provide gasoline, etc."

(3) Would like a copy of the latest annual report – "The report shall include . . . annual unedited revenues and expenditures . . ." - What would be unaudited? [Exhibit A – p. 8 item 4.d.]

(4) "The surplus from prior years . . ." How can there be a fund balance if we are paying a deficit every year? [Exhibit A – p. 10 item (d)(3)]

The funding formula whereby the County subsidizes the deficit of revenues to expenses of the EMS program does not contemplate the accrual of annual surpluses held in fund balance. Presumably, this section refers to minor overages resulting from the inexact nature of annual budgeting. For example, if the last payment of the fiscal year by the County to Union EMS results in excess funds, UEMS could utilize these funds in the next budget year, but they should have been accounted for in determining the amount of the next year's deficit. Finance may be able to confirm this interpretation and the amount of any fund balance.

(5) ". . . determine by means of an independent audit . . ." How often do we audit? Who reviews audit? Who chooses auditor? [Exhibit A – p. 10 item (e)]

It is provided in Section 5(f) on page 10 of Exhibit A that “The Corporation shall furnish the County (i) quarterly financial statements of the financial condition of Union EMS not later than the 25th day of the first month of each quarter for the preceding quarter, and (ii) copies of an annual audit of EMS operations within five (5) business days of its receipt by the Corporation...” Based on this provision, it appears that the audit is to be performed annually. The preceding subsection (e) requires compliance with GAAP. I defer to Finance as to who reviews the audit.

(6) Would like to see the last quarterly financial statement of the financial condition of Union EMS [Exhibit A – p. 10 item (f)]

(7) What is current collection rate? [Exhibit A – p. 11 item (f)]

(8) What alternative funding methodologies have been explored? [Exhibit A – p. 12 item (i)]

(9) Why do we pay \$650/month to 8 fire departments? [Exhibit D page 3 of 3]

Assuming that the County was permitted by the lease agreements and applicable law to assign the leases to Union EMS, the leases would have been assigned to Union EMS, and Union EMS, not Union County, would be responsible for paying the amount of the lease. The assignment of leases is discussed in Section 3(c) of Exhibit A to the Agreement, which states: “If permitted by the contract documents and applicable law, the County shall assign to the Corporation its interest in all leases, contracts and licenses existing for the benefit of the County’s emergency services operations. In the event the County is unable to assign such contracts and leases but continues payment pursuant thereto for benefit of Union EMS, the County shall in such event deduct the amount of any such payments from the County funds otherwise payable to the Corporation pursuant to this Agreement. A listing of leases and contracts is incorporated into the Agreement as Exhibit D. The Corporation shall assume the obligations of the County under all assigned leases, contracts, and licenses.” The contract does not detail the purpose of the fire department leases, though it is my recollection that this was to compensate the VFDs for housing ambulances/EMS vehicles and staff at the listed fire departments.

In addition to the questions raised by Vice Chairman Rogers, Commissioner Kuehler also questioned provisions in the EMS agreement pertaining to payment of insurance deductibles. The provisions in question read as follows:

Section 5(k) of Exhibit A

The Corporation shall submit to the County on a quarterly basis a report of all payments paid by the Corporation for deductibles under the various insurance policies set forth in Section 6. The County agrees to reimburse the Corporation for these expenses upon receipt of this report.

Section 6(b)(2) of Exhibit A

[As an endorsement to the policy] Companies issuing the insurance shall have no claims against the County for payment of premiums or assessments or deductibles which are the sole responsibility and risk of the Corporation, and the Corporation shall save and hold Union harmless from any such claim.

The purpose of the second provision is to prevent the insurance company from becoming a third party beneficiary under the Union County/UEMS agreement. As to its insurance carrier, Union EMS is solely responsible for payment of deductibles, i.e. “the sole responsibility and risk of the Corporation.”

Read in tandem with the funding provisions, the first provision serves to compel a report from UEMS as a prerequisite to the County’s duty to reimburse UEMS for the amount of these deductibles. This assumes that the County is funding a deficit in operations, as has been the case each year. Stated another way, the County must fund the deficit in operations to the level of the mutually agreed standard of care. This amount is budgeted each year and paid in advance quarterly increments. The amount of insurance deductibles would not be in addition to the budgeted payments. Thus, the first provision serves to require justification of the amount of the deductibles by provision of a report.



Union Emergency Medical Services

May 27, 2009

Mr. Al Greene, County Manager
Union County
500 North Main St., Suite 901
Monroe, N.C. 28112

Dear Mr. Greene:

Please find the attached response to questions regarding the Union EMS contract you relayed to me from the Union County Commissioners. The document you provided me contained ten questions of which four had been identified as being answered by county staff. The attached document answers the remaining six questions as discussed.

Please do not hesitate to contact me if you or the commissioners have any additional questions. I am available, as needed, to provide further information regarding Union EMS operations in support of the contract renewal.

Sincerely,

G. Scott Shew, Director
Union EMS

Attachments (4)

Union EMS Contract Questions / Answers
May 22, 2009

Page 10 of Agreement, Item e.

Who is on the Board of Directors?

By contract with Union County, management and oversight of Union EMS is delegated from Carolinas Union Healthcare, Inc. to Union Memorial Regional Medical Center, Inc. d/b/a Carolinas Medical Center – Union (f/k/a Union Regional Medical Center) (“CMC-Union”). The five-member Board of Directors for Union Memorial Regional Medical Center, Inc. currently consists of:

Dennis Phillips
Carol Hale
Mike Lutes
Tracy Kuehler
Kim Rogers

Their appointment and the governance as outlined under the Union Memorial Regional Medical Center, Inc. bylaws is currently:

- 2 Members of the Union County Board of Commissioners
- 3 Members nominated by The Charlotte-Mecklenburg Hospital Authority
- Article V Section I: The business and affairs of the corporation shall be managed by its Board of Directors.
- The Board of Directors has retained responsibility for oversight of EMS.

Exhibit A – pg. 8 item 4.d.

Would like a copy of the latest annual report.

See Union EMS Annual Report (2007-2008) attached.

“The report shall includeannual un-audited revenues and expenditures...”

What would be un-audited?

From an accounting perspective, un-audited financials are prepared internally and not reviewed by an external auditor. Audited financials are statements that have been audited by an external auditor after the close of the fiscal year.

Exhibit A – pg. 10 item 5.e.

“...determine by means of and independent audit...”

How often do we audit?

The accounting firm Larson-Allen conducts the Union EMS external audit annually.

Who reviews audit?

The audit is reviewed by the CMC-Union CFO and Controller and a copy of the results are provided to the Board of Directors and a copy is provided to the county.

Who chooses auditor?

Historically, CMC-Union has chosen the auditor.

Exhibit A – pg. 10 item 5.f.

Would like to see the last quarterly financial statement of the financial condition of Union EMS.
Quarterly Financials attached (Quarter ending March 31, 2009)

Exhibit A – pg. 11 item 5.f.

What is the current collection rate?

Adjusted gross collection rate is 49% (primarily due to Medicare and Medicaid contractals, the uninsured, and bad debt)

Adjusted net collection rate is 97% (adjusted for Medicare/Medicaid contractals).

(Source: Quarterly Financials Ending March 31, 2009)

Exhibit A – pg. 12 item I.

What alternative funding methodologies have been explored?

We understand this language to mean establishing a regular and predictable means of providing the necessary funding for EMS i.e. annually, quarterly, or monthly payment of the approved allocation to meet the organization's cash flow needs. This is accomplished through the annual EMS budget process which includes review of historical and current year-to-date data to prepare the proposed EMS revenue, expense, and capital budgets.

The annual proposed budgets are discussed with the County Finance Director as a part of the Union EMS annual budget process and are essential to predict required county funding levels necessary to support the EMS operations. Advanced quarterly funding has been the term/methodology since 1997 (see page 9 and 10, item d.)

Information submitted by:

G. Scott Shew, Director

Union EMS

May 27, 2009

Union Emergency Medical Services

Annual Report

July 1, 2007 – June 30, 2008



Carolinus Medical Center-Union
Carolinus HealthCare System

Executive Summary

Fiscal year 2007-2008 marked the eleventh year of Union EMS' affiliation with the Carolinas HealthCare System. During fiscal year 2007-2008, Union EMS responded to over 16,000 requests for service resulting in 10,782 patients being treated and/or transported. The median response time for all calls during the period was 8:00 minutes and the average response time on all calls was 8.65 minutes. Ninety percent (90%) of all emergency calls were answered in 14 minutes, 59 seconds or less.

EMS Gross Collection Rates for the period were 54%, up 16% from the base year (1997-1998) and a two percent (2%) increase over the 2006-2007 fiscal year. These increases are attributed to more accurate data collection by our paramedics utilizing an electronic medical record system, continued efforts of our billing office, and the timely turnover of delinquent accounts to a collection agency. Details on the collection rates are provided later in this document. Please refer to Quarterly Financial Reports for the most recent EMS financial data. An external financial audit report for the period will be available later this year.

Other notable events during the reporting period include:

- Strategic planning sessions yielding a multi-year plan for adding equipment and personnel to meet growing demands for EMS services
- Award of NCOEMS Response Time ToolKit Grant to EMS and C-COM to establish and update response time policies and implement changes with the goal of improving EMS dispatch and response times
- Improvement of clinical care through the deployment of C-PAP equipment for respiratory patients and through the deployment of a wider range of alternative airway and IV access devices for pediatric and adult patients
- Installation of DriveCams on all emergency vehicles to improve monitoring, maintenance, and safety of the emergency vehicles and staff
- Purchased, trained, and planned implementation of online scheduling software to improve consistency of employee scheduling, improve employee access to scheduling, and to meet changing staffing demands
- Finalized move to common review dates for EMS employees to establish a basis for annual department and system goals
- Provided over 100 community appearances to provide information and education through ambulance tours and show and tell events
- Implemented a number of strategies to improve employee satisfaction including improved communication through consolidating monthly employee meetings and continuing education, establishing employee e-mail accounts for department communications, providing employees access to electronic copies of EMS memos and other information online via secured access to the EMS website, and providing employees access to online request process for requesting time off and shift swaps.

The remainder of this document provides a more detailed look into various aspects of the operations and management of Union EMS for the fiscal year ending June 30, 2008.

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PURPOSE OF REPORT

The purpose of this written report is to quantify response times and collection rates and to summarize activities and operations of Union Emergency Medical Service for the period beginning July 1, 2007 and ending June 30, 2008.

The purpose of involvement of the Carolinas HealthCare System and Carolinas Medical Center-Union in the provision of emergency medical services in Union County is multi-faceted. The following list represents specific components that are included but not limited to the total purpose of this undertaking.

1. With proper funding from Union County and in cooperation with other patient transportation providers, Union EMS has been charged to:
 - Provide effective and efficient total pre-hospital patient care and transportation service for the citizens of Union County
 - Meet or exceed existing response times as presently determined or as generally accepted within the EMS industry
 - Respond to every request for emergency ambulance service originating within Union County
 - Respond to medically necessary and other appropriate requests for non-emergency ambulance service originating within Union County
 - Oversee the maintenance of vehicles, equipment, and personnel in a state of readiness 24-hours-per-day
2. Evaluate and identify system needs appropriate to effectively serve the needs of the citizens of Union County based upon mutually agreed performance standards with regards to:
 - Central and satellite facilities
 - Vehicles
 - Medical equipment
3. Develop and implement a quality improvement system that includes:
 - A protocol-driven call review and random sampling program
 - Establishment of standards relative to patient care and pre-hospital times
 - A system status management program
4. Provide written reports as scheduled by contract which shall include the following components:
 - Response times
 - Collection rates
 - Dispatch data
 - Annual un-audited revenues and expenditures report
 - Billing and collection data
 - EMS performance
 - Other items mutually agreed upon
5. Assume the duties of the County in administering and managing the First Responder Program including but not limited to:
 - Taking actions to improve or enhance the First Responder Program
 - Exchange supplies with First Responders to replenish supplies used while providing care
 - Provide monthly continuing education to First Responders, including assisting with anaphylaxis recertification, bloodborne pathogens, and hepatitis B vaccinations

MISSION AND VISION

MISSION

Why We Are Here

Our mission is to provide quality pre-hospital emergency medical care and transportation to the people of our region by maintaining timely, compassionate, and professional responses to all requests for our services and by reducing the incidence of illness and injury through community outreach and education.

VISION

What We Want To Be

Our vision is to be the preferred pre-hospital care provider in our region by providing superior service, increasing public awareness, implementing innovative advancements, and by enhancing accessibility to a continuum of care while reducing the incidence of illness and injury through community outreach and education.

ORGANIZATION

Staffing and Placement Overview:

Union Emergency Medical Service is the primary provider of *emergency* and *non-emergency* pre-hospital medical care and transportation for the geographical area of Union County. These activities are accomplished by providing 24-hour coverage including nine Paramedic-staffed ambulances, four Paramedic-staffed Quick Response Vehicles (QRVs), and one Paramedic staffed ambulance (prime time) placed in strategic locations throughout Union County.

These locations include three ambulances based at our headquarters (located on the campus of Carolinas Medical Center-Union), and one ambulance each, located in West Monroe (Old Charlotte Highway), and in the communities of Stallings, Unionville, Marshville, Sandy Ridge, Waxhaw, and Weddington.

Paramedic coverage is enhanced in geographically remote areas by Quick Response Vehicles (QRVs) which are Sport Utility Vehicles staffed by one Paramedic and equipped with Advanced Life Support (Paramedic) equipment. QRVs are located in New Salem and Lanes Creek Communities. This arrangement quickly puts a Paramedic on the scene of an illness or injury in the more remote areas and permits advanced life support measures and patient stabilization to begin on the scene while the closest ambulance is en-route for transport. Additional QRVs are operated out of our headquarters and our Stallings locations by supervisory and training personnel to provide on-scene leadership and support to primary crews and to supplement responses during periods of high call volume.

To maintain this level of coverage, a full-time staff of 70 Paramedics is required to staff the three 24-hour shifts of 22 employees and the one (prime-time) ambulance. The Paramedics are led by a Shift Supervisor, Assistant Shift Supervisor, and Field Training Officer on each shift. The shift operations are supported administratively by the Director, Operations Manager, and Training Officer who each work a traditional 40-hour work-week. One EMS secretary works approximately 30 hours per week to handle a wide variety of office, administrative, and clerical functions. It should be noted that staffing is supplemented by a roster of 35 PRN employees who work in the absences of full-time employees due to vacation, illness, and continuing education.

ORGANIZATION, CONTINUED

Vehicle Fleet

Union EMS currently maintains an active fleet of 22 emergency vehicles including 15 ambulances, four Quick Response Vehicles, and three administrative/quick response vehicles. All ambulances and primary quick response vehicles are equipped at the advanced life support-paramedic level and undergo regular state inspections to maintain their "permits" for operation by the State Office of EMS. Union EMS logged 465,967 miles on the fleet during fiscal year 2007-2008. The fleet is maintained according to regular and on-going preventive maintenance schedules and vehicles are replaced on a regular replacement schedule driven by mileage, repair costs, and mechanical reliability.

Non-Emergency Transports:

While the majority of ambulance service in Union County is of an emergency nature, there are requests for ambulance service that are clearly non-emergent. Union EMS provides routine, non-emergency, but *medically necessary* ambulance transportation between nursing facilities, hospitals, doctors' offices, and patients' residences.

Funding:

Funding for the cost of Union EMS is derived from fees for service and a county funding subsidy for the difference in revenues and expenses. The billing and collection functions of Union EMS are outsourced and handled by National Reimbursement Group (NRG), a private firm specializing in ambulance service billing. Amid the explosive growth, the amount of Union County's subsidy to Union EMS as a percent of total operations has decreased from 93% in 1997 to 57% in 2008. The 2007-2008 operating budget for Union EMS was \$6,208,671 and the county subsidy amounted to \$3,556,302 with budgeted capital expenditures being funded from EMS reserves.

Medical Control:

Medical Control is provided through a contractual arrangement with a physician who serves as the EMS Physician Medical Director. Paramedics are primarily sponsored by our Physician Medical Director who performs administrative medical control functions such as protocol review, oversight of quality management processes, skill performance evaluations, and state boarding examinations. Paramedics operate very autonomously using an extensive set of protocols and standing-orders developed in conjunction with the Medical Director. On-line medical control is provided by on-duty emergency department physicians at receiving hospitals for cases where paramedics need additional direction or need to deviate from a standardized protocol to meet the needs of unique patient situations.

Dr. Christopher R. Rosanova was appointed EMS Medical Director on July 1, 2006 and continues to actively serve as the Union EMS Medical Director. Dr. Rosanova is board certified in emergency medicine and maintains active practice in the Emergency Department setting. The Medical Director's leadership in conjunction with the duties of the Union EMS' Education/Training/Quality Division insures that Union EMS serves Union County with competent EMTs and Paramedics utilizing the most up to date clinical care.

Continuing Education:

Union EMS is recognized by the North Carolina Office of EMS as an approved EMS Training Institution. Continuing Education for Union EMS Paramedics and EMTs is coordinated by the EMS Training Officer and provided in-house. Continuing Education is provided monthly in a variety of mandatory and optional topics to maintain the Paramedic's knowledge of core material and to keep personnel abreast of new and changing technology. The Paramedics' technical skills are evaluated regularly utilizing mannequins and anatomical models to simulate the human body. The Union EMS Continuing Education Program is approved by the State Office of EMS and meets or exceeds objectives and requirements for North Carolina and the National Registry of EMTs.

ORGANIZATION, CONTINUED

Communications:

Union Emergency Medical Services is dispatched by Union County Emergency Communications (C-COM), which is the central answering point for 911. As Emergency Medical Service units are dispatched, telecommunication is maintained on a "repeated" VHF radio frequency that utilizes additional non-repeated VHF frequencies, and cellular telephones are also available to ambulance crews for medical communications with hospitals.

Union EMS is actively involved with Union County's Radio Communications Council and supportive of its work toward implementing the 800Mhz trunked radio system to improve radio communications interoperability within Union County and the Metrolina region.

C-COM provides certified Emergency Medical Dispatchers to take calls for assistance, dispatch the appropriate EMS and support units while providing medical instructions to the civilian caller. Information about the patient's condition and the scene are gathered by the dispatchers and relayed to responding units. The emergency medical dispatch functions of the dispatchers are overseen by the EMS Medical Director and monitored for quality improvement by the Union County Dispatch Review and Dispatch Steering Committees as well as the Union EMS Quality Management Committee. C-COM provides a valuable service and is considered by EMS to be a strategic member of the Union EMS Team.

First Responders:

Union Emergency Medical Services is supported by the response of the Monroe Fire Department. Monroe Fire Department began providing First Responder services to the citizens in the City of Monroe on July 1, 2001 and continues to be a huge asset to EMS within the Monroe city limits. Monroe City Firefighters are all certified at the EMT level and bring automated defibrillation capabilities to all their medical responses in support of EMS in the City of Monroe.

Union EMS is also supported in the rural areas of the county by eighteen (18) volunteer fire departments. These volunteer firefighters have completed the minimum of a 60+ hour Medical Responder course, and many have fulfilled the requirements and are certified as Emergency Medical Technicians (EMTs). In addition, all departments have gone beyond the traditional requirements have obtained instruction in the use of Automatic External Defibrillators (AEDs). Each department has at least one AED for use to aid victims of cardiac arrest in their district.

To maintain the first responders' skills and knowledge, Union Emergency Medical Service, in cooperation with South Piedmont Community College, oversees and coordinates a state-approved monthly continuing education program consisting of classes to review and enhance skills and knowledge for first responders throughout Union County. EMS coordinates annual Infection Control Training, periodic epinephrine Anaphylaxis Certifications, and assists in the administration of Hepatitis B Vaccine for all volunteers.

To further support the first responders and their departments, Union Emergency Medical Services replaces expendable supplies utilized during the first responders' care of patients.

ACTIVITY LEVEL

Call volume for fiscal year July 1, 2007 to June 30, 2008 totaled 16,206 responses and resulted in 10,782 billable transports. In addition to the "responses" quantified here, EMS maintained 24-hour readiness for response throughout the year and conducted a number of medical standby activities, community relations events, and injury prevention activities.

The following table represents the distribution of ambulance calls by time of day and day of week for fiscal year 2007-2008. This analysis aids EMS leadership in planning shifts and staffing resources to better match the demand for services.

Demand Analysis									
Date IS BETWEEN 07/01/2007 AND 06/30/2008									
Hour of Day	1.SUN	2.MON	3.TUE	4.WED	5.THU	6.FRI	7.SAT	Total	Percent
00:00 - 00:59	75	53	58	56	49	47	67	405	2%
01:00 - 01:59	61	51	39	48	37	52	72	360	2%
02:00 - 02:59	78	37	47	40	51	41	53	347	2%
03:00 - 03:59	49	38	30	31	37	34	56	274	2%
04:00 - 04:59	32	29	40	36	41	37	44	259	2%
05:00 - 05:59	32	49	34	32	46	36	32	261	2%
06:00 - 06:59	44	74	63	57	64	50	41	393	2%
07:00 - 07:59	60	90	80	105	96	73	59	563	3%
08:00 - 08:59	75	115	112	122	86	108	95	713	4%
09:00 - 09:59	117	110	127	109	93	122	93	771	5%
10:00 - 10:59	114	125	97	114	113	128	117	808	5%
11:00 - 11:59	109	152	126	149	138	142	116	932	6%
12:00 - 12:59	108	129	152	131	137	118	128	903	6%
13:00 - 13:59	108	145	133	125	154	154	141	960	6%
14:00 - 14:59	92	144	159	149	114	145	131	934	6%
15:00 - 15:59	131	182	137	147	143	130	129	999	6%
16:00 - 16:59	135	156	132	163	161	155	125	1,027	6%
17:00 - 17:59	122	144	182	131	161	135	145	1,020	6%
18:00 - 18:59	91	154	112	142	184	163	125	971	6%
19:00 - 19:59	133	98	106	96	140	121	94	788	5%
20:00 - 20:59	105	102	105	110	125	94	109	750	5%
21:00 - 21:59	96	102	96	113	106	90	100	703	4%
22:00 - 22:59	83	80	67	72	66	99	101	568	4%
23:00 - 23:59	71	78	64	53	56	86	89	497	3%
Total	2,121	2,437	2,298	2,331	2,398	2,360	2,261	16,206	
Percent	13%	15%	14%	14%	15%	15%	14%		

CALL OUTCOMES

In summary, 10,728 of all the EMS calls resulted in transport or other billable outcomes. The remaining calls consist of those where the patient refuses, no patients are found, or the care was transferred to another Union EMS unit for transport. The table at right represents the outcomes of all EMS encounters for fiscal year 2007-2008.

Outcome Summary		
Trip Date IS BETWEEN 07/01/2007 AND 06/30/2008		
OUTCOME	Count	Percent
Transport By UEMS	10,703	66.0%
Refusal	2,544	15.7%
Cancelled	909	5.6%
Care Transferred to Other EMS Units	628	3.9%
Assisted Other Unit	399	2.5%
No Patients Found	345	2.1%
Meds Given - No Transport	171	1.1%
Standby Completed (Fire, Swat, PR Event)	118	0.7%
DOA - No CPR	115	0.7%
Football Standby Complete	69	0.4%
Other/Not Applicable	60	0.4%
Transport By POV	44	0.3%
Care Transferred To Flight Crew	36	0.2%
Transport By Police	36	0.2%
Lifting Assistance Only, No injuries	29	0.2%
TOTAL OF CALL OUTCOMES	16,206	

TRANSPORT DESTINATIONS

The table at right represents the breakdown of patient transports to the 14 most frequented hospital and nursing home destinations.

In summary, 58% of transports resulted in transport to CMC-Union, while 20% of transports resulted in transport to Presbyterian Matthews. We also noted that 9% of transports resulted in transport to Carolinas Medical Center (CMC), while 4% of all transports were to CMC-Mercy, and 2% were to Presbyterian Hospital (Charlotte).

During fiscal year 2007-2008, 39% of all transports to hospitals resulted in transport to out of county facilities. Current policy permits Paramedics to transport to the patients' choice of hospitals within Union and contiguous counties unless the patient's condition dictates transport to the closest facility, a trauma center, or an appropriate interventional cardiac center.

Out of county transports result in longer transport times and pose a significant challenge to maintaining coverage and acceptable response times in the county.

Destination Facility Count		
Date IS BETWEEN 07/01/2007 AND 06/30/2008		
Facility	Total	Percent
Hospital - CMC Union	6,067	58%
Hospital - Presbyterian - Matthews	2,112	20%
Hospital - CMC	980	9%
Hospital - CMC Mercy	370	4%
Hospital - Presbyterian	250	2%
Hospital - CMC Pineville	157	2%
Hospital - Northeast Medical Center	18	0%
Hospital - Springs Memorial	7	0%
Hospital - CMC University	6	0%
Nursing - Autumn Care of Marshville	126	1%
Nursing - Rehab and Nursing Center	120	1%
Nursing - Brian Center of Monroe	103	1%
Nursing - Lake Park Nursing and Rehab	79	1%
Nursing - Hospice House	39	0%
Total	10,434	

RESPONSE TIMES

Response Time for the purpose of this report is "EMS Response Time" and is defined as *the time in minutes calculated from the time an EMS Unit is dispatched until the time that unit arrives on the scene.* Union EMS has maintained overall emergency response time at an average of 8.65 minutes and a median response time of 8.00 minutes county-wide for the fiscal year 2007-2008.

Fractile Response Time			
Date IS BETWEEN 07/01/2007 AND 06/30/2008			
Dispatch Priority IS Code 3 (Emergency)			
Minutes	Cumulative Call Count	Percent of Total Calls	Cumulative Percent of Total Calls
00:00 - 01:59	927	7.8%	7.8%
02:00 - 02:59	936	0.1%	7.9%
03:00 - 03:59	2,214	10.8%	18.7%
04:00 - 04:59	2,226	0.1%	18.8%
05:00 - 05:59	3,149	7.8%	26.6%
06:00 - 06:59	4,195	8.8%	35.4%
07:00 - 07:59	6,490	19.4%	54.8%
08:00 - 08:59	6,523	0.3%	55.1%
09:00 - 09:59	7,556	8.7%	63.8%
10:00 - 10:59	8,434	7.4%	71.2%
11:00 - 11:59	9,208	6.5%	77.7%
12:00 - 12:59	10,331	9.5%	87.2%
13:00 - 13:59	10,348	0.1%	87.3%
14:00 - 14:59	10,703	3.0%	90.3%
15:00 - 15:59	11,177	4.0%	94.3%
16:00 - 16:59	11,358	1.5%	95.9%
17:00 - 17:59	11,367	0.1%	95.9%
18:00 - 18:59	11,478	0.9%	96.9%
19:00 - 19:59	11,572	0.8%	97.7%
20:00 - 24:59	11,781	1.8%	99.4%
25:00 +	11,847	0.5%	100.0 %

The table, at left, presents the Fractile Emergency Response Time for fiscal year 2007-2008. This EMS industry measure quantifies the individual and cumulative percentage of calls that are answered in various time intervals.

A Union EMS paramedic is on the scene of approximately 64% of all emergency calls within nine minutes and fifty-nine seconds (9:59) and on the scene of 90% of all emergency calls within fourteen minutes and fifty-nine seconds (14:59).

In an effort to further improve these response times, Union EMS and the Union County Emergency Communications Center applied for and were awarded a Response Time Improvement Grant to facilitate incremental improvements in 911 call processing, to set goals and implement policy for tracking and improving selected response time intervals, and for improving over-all EMS response time and efficiency.

At the time of this writing, the preliminary results following initial policy changes demonstrated a positive improvement in several of the response time increments.

PATIENT SATISFACTION

Union EMS monitors the perception and satisfaction of our patients through feedback received as a part of our EMS Patient Satisfaction Survey program. The information obtained from the surveys is shared with staff. Successes are celebrated and any opportunities for improvement are identified and addressed. Between January and June 2008, Union EMS mailed over 400 surveys and achieved an 11% complete survey return rate. The results were overwhelmingly positive with 98% favorable responses on most questions.

EMS patients responding to the survey identified the following as "most important" to them at the time of their emergency:

- Quick Response
- Breathing Relief/Assistance
- Pain Relief

Other items identified by EMS patients as being important to them include:

- Caring/Compassion
- Knowledge
- Professionalism

The following table summarizes the survey responses of 46 patients surveyed between January and June 2008.

Union EMS – Patient Satisfaction Scores – January-June 2008							
Question Description	% Favorable Responses	Highly Satisfied	Satisfied	Unsatisfied	Highly Unsatisfied	Neither	N/A
		5	4	3	2	1	0
Response Time	98%	78%	4%	2%	0%	2%	13%
Medical Care	98%	87%	11%	2%	0%	0%	0%
Explaining	93%	74%	17%	2%	4%	0%	2%
Reduce Anxiety	98%	80%	13%	2%	0%	0%	4%
Non-Medical Needs	98%	50%	11%	2%	0%	0%	37%
Courtesy	98%	87%	11%	2%	0%	0%	0%
Overall Impression	98%	93%	4%	2%	0%	0%	0%

Over half of patients responding to the surveys also submitted written comments regarding their experience with Union EMS. The following are a small sample of these comments:

- *"I was very pleased with response time, professional handling of my problem"*
- *"They were a wonderful team & provided help quickly - very responsive!! Thanks!!"*
- *"Thank you to the men who helped me the morning of 1/28/08. I greatly appreciate your speed & efficiency!"*
- *"I'd give the group that came to my house on Monday morning an "A" - Continue to do what you are doing"*
- *"I would like to thank all the personnel for the care I received on both occasions that I was taken by ambulance. They were all very caring and really made me feel at ease. Thank you all!"*
- *"They were very thorough in their questions about my problem. Then they got busy doing their job and getting me ready for transport to CMC-Union. Thanks for being there!"*

FINANCIAL CONSIDERATIONS

Cost

Any competent and responsive emergency medical service that provides service on a 24-hour basis is expensive to operate and maintain. Equipment and staff exist primarily to be ready to respond 24-hours per day, 7-days per week to provide required coverage of the county. Bases and response units need to be strategically located and numerous enough to permit minimum response times. Coverage must flex so that equipment and personnel remain uncommitted and prepared to respond to the next emergency. All of these features of readiness are expensive and do not produce revenue.

The budgetary cost for an ambulance call that results in transport is approximately \$576 (annual budget divided by the number of billable transports). The cost to Union County is approximately \$330 per transport, down 45% from the base year county cost per trip of \$604.

User Fees

While Union EMS charges a fee to users of its services, the ceiling of these fees is regulated by the EMS Agreement as set forth by the Union County Board of Commissioners. Currently, EMS is authorized to maintain the user fees at a level no higher than 110% of the median of adjacent county EMS systems.

The table at right represents the Union EMS fee schedule in effect during fiscal year 2007-2008. The majority (70%) of Union EMS transports fall into the ALS-1 Emergency category and 18% are in the BLS Non-emergency category. The average transport mileage is ten (10) loaded miles. The average charge per transport is \$503. This fee schedule is evaluated each year and adjusted, as needed, to bring Union EMS in-line with other services in the region and to enable the service to take full advantage of the anticipated changes in Medicare reimbursement related to the national ambulance fee schedule.

Union EMS Ambulance Fee Schedule	
July 1, 2007 - June 30, 2008	
Description	Fee
BLS Non-Emergency	\$300.00
BLS Emergency	\$350.00
ALS 1 Non-Emergency	\$425.00
ALS 1 Emergency	\$425.00
Treatment/No Transp	\$200.00
ALS2	\$552.50
Specialty Care Transport	\$625.00
Mileage (loaded miles)	\$9.34

Collection and Reimbursement Methodology

On revenue producing transports, collection of ambulance fees is difficult because of the types of calls, the economic status of some of the users, and federal and state regulations regarding Medicare and Medicaid reimbursements.

As an example, for a charge of \$503, Medicare will recognize approximately \$365 of the charge for reimbursement. Medicare only reimburses 80% of the amount they recognize, so a \$503 charge is reimbursed by Medicare at approximately \$292. Only the remainder of the "approved" amount is billable to the patient or secondary insurance (\$73). The contractual write-off on this account becomes \$138. Approximately one-half of all transports are in the Medicare payor class.

FINANCIAL CONSIDERATIONS, CONTINUED

Billing and Collections

Billing and collections are handled by National Reimbursement Group (NRG), a firm specializing in ambulance billing and collections. NRG has over 25 years experience in the EMS and ambulance billing industries. NRG has handled Union EMS' billing and collections since December 1, 1999. NRG's services include electronic filing of private insurance, Medicaid and Medicare, and referral of delinquent accounts to a specialized collection agency.

Union EMS' collection performance continues to improve as a result of more accurate data collection by our paramedics, implementation of an electronic medical record system, continued efforts of our billing office, and the timely turnover of delinquent accounts to a collection agency. This table represents collection data for fiscal year ending June 30, 2008.

Collection Rates			
	Total Billed	Total adjusted Collection Rate	**Net adjusted Collection Rate
Base Year	\$1,002,042	38%	56%
Quarter Ending Sept. 2007	\$1,298,460	57%	105%
Quarter Ending Dec. 2007	\$1,358,358	51%	88%
Quarter Ending March 2008	\$1,416,261	51%	107%
Quarter Ending June 2008	\$1,352,526	56%	128%
FY 07-08 Year to Date	\$5,425,606	54%	**107%
Variance from Base Year		16%	51%

** Net Adjusted Collection Rate presented in this table includes cash received, Medicare and Medicaid Contractuals, and write-offs of uncollectible accounts that occurred during the period. The average net collection rate for the period (cash + Medicare and Medicaid Contractuals) was 73%.

EMS Funding

The difference in revenue and expenses is covered by the taxpayers of Union County in the form of a subsidy paid to Carolinas Medical Center-Union for the operation of Union EMS.

Union EMS is striving to make the service less of a burden to Union County by generating more income from user fees and utilizing more efficient collection processes beginning with data collection by Paramedics and ending with continued follow up on delinquent accounts by a collection agency. All these efforts are intended to shift the cost of EMS away from the county taxpayers and to the users of our services.

Union EMS is actively involved in other endeavors to maximize reimbursement, including associational and lobbying activities coordinated through the NC Association of EMS Administrators and the NC Association of County Commissioners.

GOALS IDENTIFIED

Union EMS has identified new goals for fiscal year 2008-2009 that include:

- Addition of budgeted personnel and equipment to deploy an additional ambulance to enhance EMS availability and response 12-hours per day, seven days per week
- Continued planning and implementation of EMS strategic plan to systematically add personnel and equipment to meet the growing demands for service
- Obtain approval and begin participation in the debt set-off collection program as a means of increasing collections on bad debt accounts
- Full implementation of CrewScheduler online scheduling software to improve the process, consistency, and employee access to scheduling, time-off requests, employee shift trades, and documentation of time and labor records
- Deployment of wireless mobile gateway devices on all EMS vehicles to provide continuous wireless computer network connectivity between our EMS vehicles and the county and hospital networks – enabling GPS vehicle tracking, mobile CAD, wireless electronic medical record upload, and wireless transmission of patient care data (EKGs)
- Improvement in EMS response times through incremental improvements in dispatch/communications policy, response procedures, ambulance turn-around time, use of vehicle tracking technology, and other opportunities as they become available
- Re-approval of the EMS System Plan for Union County in 2009 with status change to "Model System" designation
- Continued monitoring and improvement of EMS employee satisfaction
- Continued monitoring and improvement of patient satisfaction

ACKNOWLEDGEMENTS

Union EMS acknowledges the vision of the Union County Board of Commissioners in identifying the need and benefit of affiliating EMS with the Carolinas HealthCare System in 1997 and the positive eleven year relationship that has resulted. We acknowledge the continued support of Union County Administration and Staff including County Manager Mr. Al Greene, Assistant County Manager Mr. Matthew Delk, Finance Director Mr. Kai Nelson, and our operational liaison, Homeland Security Director Mr. Patrick Beekman.

We appreciate the leadership and support of our own Carolinas Medical Center-Union President Mr. Michael Lutes, Vice President Mr. Brent Lammers, as well as all Carolinas Medical Center-Union staff who continue to provide support to the administration and operation of Union EMS.

Thanks to the Operations Manager, Training Officer, and all the Shift Supervisors for their teamwork in providing input to Union EMS' strategic vision as well as leadership and action necessary to execute current and future plans for continually improving the effectiveness and efficiency of the Union EMS system. In addition to managing their shifts, schedules, and their personnel, each of the shift supervisors and their assistants attend to additional areas of responsibility to support specific areas of the EMS operations including: buildings, furnishings, and grounds; vehicles and durable medical equipment; and computers and information technology.

Thanks to Christopher Rosanova, DO who continues to serve as the medical conscience of the agency while providing medical direction and support to the leadership staff and field training officers as well as medical oversight of our EMTs and paramedics in the field.

Thanks to the Field Training Officers who continually research new medications, procedures, and protocols for implementation; provide continuing education and skills practice opportunities; precept new employees and students; as well as monitor the system's quality of care through continuous clinical care and documentation audits and quality tracking initiatives.

Thanks to EMS Office Coordinator Tina Busby for ongoing administrative support to EMS and other department administrative duties as well as maintaining all the points of communication between our employees, customers, and contractors.

CONCLUSION

This concludes the 23rd year for Union EMS and its eleventh year of affiliation with Carolinas Medical Center-Union and the Carolinas HealthCare System. Union EMS continues to grow, change, and to be further developed by the men and women who *are* Union EMS. Whether serving as an EMT or paramedic, field training officer or supervisor, or in an administrative leadership role, the teamwork of the people determines what Union EMS is and how successful Union EMS can be now and in the future.

In setting and accomplishing our short and long term goals, and sharing the information and statistics contained within this report, we are demonstrating our continuous commitment to provide excellent services at reasonable costs to our customers and the people of Union County. The purpose of our existence *is to provide quality, timely, compassionate and professional service to the people of Union County*. We at Union EMS pledge all our efforts to this end and eagerly look forward to an even more productive and efficient service as a means of accomplishing this mission.

Respectfully submitted,

G. Scott Shew, Director
Union Emergency Medical Services

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To the Board of Directors
Union Emergency Medical Services
Monroe, North Carolina

We have audited the financial statements of Union Emergency Medical Services (the "Company") for the years ended June 30, 2008 and 2007, and have issued our report thereon dated February 18, 2009. Professional standards require that we provide you with the following information related to our audit.

Our responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated May 9, 2008, our responsibility, as described by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

1. Our responsibility is to plan and perform the audit to obtain reasonable, but not absolute, assurance that the financial statements are free of material misstatement.
2. As part of our audit, we considered the internal control of Union Emergency Medical Services. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.
3. We are responsible for communicating significant matters related to the audit that are, in our professional judgment, relevant to your responsibilities in overseeing the financial reporting process. However, we are not required to design procedures specifically to identify such matters.

Other information in documents containing audited financial statements

Our audit opinion, the audited financial statements, and the notes to financial statements should only be used in their entirety. Inclusion of the audited financial statements in a client prepared document, such as an annual report, should be done only with our prior approval and review of the document. Our responsibility for other information in documents containing the entity's financial statements and report does not extend beyond the financial information identified in the report. We do not have an obligation to perform any procedures to corroborate other information contained in such documents.

Planned scope and timing of the audit

We performed the audit fieldwork on-site August 27 through August 29, 2008 and subsequent to year-end procedures September 1, 2008 through the issuance of the independent auditor report dated February 18, 2009.



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Significant audit findings

Qualitative aspects of accounting practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by Union Emergency Medical Services are described in Note 1 to the financial statements. No significant new accounting policies were adopted and the application of existing policies was not significantly changed during fiscal year 2008.

We noted no transactions entered into by the Company during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimate affecting the financial statements was management's estimate of the allowance for doubtful accounts. This estimate is based on historical cash collections and expected future ends. We evaluated the key factors and assumptions used to develop the allowance in determining that it is reasonable in relation to the financial statements taken as a whole.

Difficulties encountered in performing the audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and uncorrected misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management did not identify and we did not notify them of any uncorrected financial statement misstatements.

Disagreements with management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of our audit.

Management representations

We have requested certain representations from management that are included in the management representation letter dated February 18, 2009.

Management consultations with other independent accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Company's financial statements or a determination of the type of auditors' opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other audit findings or issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Company's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

This information is intended solely for the use of management, the Board of Directors, and others within the Company, and is not intended to be and should not be used by anyone other than these specified parties.

LarsonAllen LLP
LarsonAllen LLP

Charlotte, North Carolina
February 18, 2009

**UNION EMERGENCY MEDICAL SERVICES
MONROE, NORTH CAROLINA**

**FINANCIAL STATEMENTS
AND
INDEPENDENT AUDITORS' REPORT**

YEARS ENDED JUNE 30, 2008 AND 2007

**UNION EMERGENCY MEDICAL SERVICES
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Union Emergency Medical Services
Monroe, North Carolina

We have audited the accompanying basic financial statements of Union Emergency Medical Services (the "Company") as of and for the years ended June 30, 2008 and 2007, as listed in the table of contents. These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Union Emergency Medical Services as of June 30, 2008 and 2007, and the changes in its financial position and its cash flows for the years then ended, in conformity with accounting principles generally accepted in the United States of America.

The Management's Discussion and Analysis on pages 2 to 5 is not a required part of the basic financial statements, but is supplementary information required by the Governmental Accounting Standards Board. We have applied certain limited procedures, which consist principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplemental information on page 15 is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information has been subjected to the auditing procedures applied in our audit of the basic financial statements, and in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

LarsonAllen LLP
LarsonAllen LLP

Charlotte, North Carolina
February 18, 2009

Management's Discussion and Analysis

**UNION EMERGENCY MEDICAL SERVICES
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2008 AND 2007**

Overview of the Financial Statements

These financial statements include management's discussion and analysis, the independent auditors' report and the basic financial statements of Union Emergency Medical Services (the "Company"). The financial statements also include notes that explain in more detail some of the information in the financial statements and a supplemental schedule.

Required Financial Statements

The Company's financial statements report information of the Company using accounting methods similar to those used by private-sector health care organizations. These statements offer short and long-term financial information about its activities. The balance sheet includes all of the Company's assets and liabilities and provides information about the nature and amounts of investments in resources (assets) and the obligations to the Company's creditors (liabilities). The balance sheet also provides the basis for evaluating the capital structure of the Company and assessing the liquidity and financial flexibility of the Company.

All of the current year's revenues and expenses are accounted for in the statement of activities. This statement measures the success of the Company's operations over the past year and can be used to determine whether the Company has successfully recovered all of its costs through its fees and other sources of revenue, profitability and credit worthiness.

The final required statement is the statement of cash flows. This statement reports cash receipts, cash payments, and net changes in cash - resulting from operations, investing, and financing activities. It also provides answers to such questions as where did cash come from, what was cash used for and what was the change in the cash balance during the reporting period.

Financial Analysis of the Company

The balance sheet and the statement of activities report the net assets of the Company and the changes in them. The Company's net assets - the difference between assets and liabilities - are a way to measure financial health or financial position. Over time, increases or decreases in the Company's net assets are one indicator of whether its financial health is improving or deteriorating. However, one will need to consider other non-financial factors such as changes in economic conditions, population growth and new or changed governmental legislation.

**UNION EMERGENCY MEDICAL SERVICES
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2008 AND 2007**

Balance Sheets

A summary of the Company's balance sheets at June 30, 2008 and 2007 is presented in Table A-1.

**Table A-1
Condensed Balance Sheets
June 30, 2008 and 2007**

	<u>2008</u>	<u>2007</u>
Current Assets	\$ 3,153,168	\$ 3,071,820
Capital Assets	890,952	1,077,644
Total Assets	<u>\$ 4,044,120</u>	<u>\$ 4,149,464</u>
Current Liabilities	\$ 520,505	\$ 654,301
Net Assets:		
Invested in Capital Assets, Net of Related Debt	890,952	1,077,644
Unrestricted Net Assets	<u>2,632,663</u>	<u>2,417,519</u>
Total Net Assets	<u>3,523,615</u>	<u>3,495,163</u>
Total Liabilities and Net Assets	<u>\$ 4,044,120</u>	<u>\$ 4,149,464</u>

The net assets of the Company increased to \$3,523,615 during 2008; an increase of \$28,452 from 2007 due to favorable results from operations.

**UNION EMERGENCY MEDICAL SERVICES
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2008 AND 2007**

Statements of Activities

While the balance sheets show the change in financial position of net assets, the statements of activities provides answers to the nature and source of these changes.

**Table A-2
Condensed Statements of Activities
Years Ended June 30, 2008 and 2007**

	<u>2008</u>	<u>2007</u>
Operating Revenues	\$ 6,442,046	\$ 6,184,387
Non-operating Income	52,058	111,709
	<u>6,494,104</u>	<u>6,296,096</u>
Employee Compensation	4,825,872	4,554,965
Depreciation	376,399	376,723
Other Expenses	1,263,381	1,074,820
	<u>6,465,652</u>	<u>6,006,508</u>
Increase in Net Assets	28,452	289,588
Net Assets, Beginning of Year	3,495,163	3,205,575
Net Assets, End of Year	<u>\$ 3,523,615</u>	<u>\$ 3,495,163</u>

The Company's operating revenues increased 4.2% in 2008, primarily due to increased transports. The Company's operating expenses increased approximately 7.6% in 2008 due primarily to increased volume, merit wage increases needed to retain qualified staff, an increase in maintenance and repairs and inflation on the other operating expenses.

**Table A-3
Capital Assets
June 30, 2008 and 2007**

	<u>2008</u>	<u>2007</u>
Land	\$ 20,000	\$ 20,000
Building	42,061	46,795
Furniture and Equipment	431,534	573,563
Vehicles	397,357	437,286
	<u>\$ 890,952</u>	<u>\$ 1,077,644</u>

At June 30, 2008 and 2007 the Company had no outstanding debt associated with these capital assets.

**UNION EMERGENCY MEDICAL SERVICES
MANAGEMENT'S DISCUSSION AND ANALYSIS
JUNE 30, 2008 AND 2007**

Economic and Other Factors

The Company is subject to a highly regulated environment and affected by a number of factors beyond the Company's control. Any combination of these could impact the Company. Significant concerns in the coming months include: 1) growing demand for emergency medical services; 2) an increasingly challenging reimbursement environment and overall economic uncertainty; 3) continued costs associated with new federal privacy laws and state directives; and 4) emergency preparedness.

The Company has experienced growth over the past several years and expects that trend to continue. Factors contributing to this include overall population growth, an aging population which accesses emergency medical services at a much higher rate than younger people, and a growing number of uninsured patients who typically access health care only in a crisis and on an emergent basis.

Another significant concern is the increasingly challenging reimbursement environment. Many of the patients the Company cares for are insured by Medicare or Medicaid. In addition, Medicare and Medicaid only provide reimbursement at set rates, regardless of the actual cost required to provide the service, which is much higher than the dollars recouped. Collecting user fees from third-party payers is also becoming more challenging and requires extensive staff time. Finally, the Company provides care to any patient who needs it, regardless of their ability to pay. As the economic uncertainty continues it is likely that the number of people uninsured or underinsured will increase and significantly limit reimbursement opportunities.

The Company has made consistent and significant strides in improving the collection of user fees. While this is very positive, this is subject to change in the future based upon the strength of the economy.

Finance Contact

The Company's financial statements are designed to present users with a general overview of the Company's finances and to demonstrate the Company's accountability. If you have any questions about the report or need additional financial information, please contact Finance Department, Union Emergency Medical Services, P. O. Box 5003, Monroe, NC 28111.

**UNION EMERGENCY MEDICAL SERVICES
BALANCE SHEETS
JUNE 30, 2008 AND 2007**

ASSETS	2008	2007
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 2,533,041	\$ 2,459,803
Patient Accounts Receivable, Net of Allowances of \$654,816 and \$967,216 in 2008 and 2007, Respectively	580,995	590,911
Other	39,132	21,106
Total Current Assets	3,153,168	3,071,820
PROPERTY AND EQUIPMENT, AT COST		
Accumulated Depreciation	(1,704,774)	(1,629,890)
Total Property and Equipment, Net	890,952	1,077,644
Total Assets	\$ 4,044,120	\$ 4,149,464
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable and Accrued Expenses	\$ 86,679	\$ 216,141
Due to Carolinas HealthCare System	306,590	290,040
Other Liabilities and Accruals	127,236	148,120
Total Current Liabilities	520,505	654,301
NET ASSETS		
Invested in Capital Assets, Net of Related Debt	890,952	1,077,644
Unrestricted Net Assets	2,632,663	2,417,519
Total Net Assets	3,523,615	3,495,163
Total Liabilities and Net Assets	\$ 4,044,120	\$ 4,149,464

See accompanying Notes to Financial Statements.

**UNION EMERGENCY MEDICAL SERVICES
STATEMENTS OF ACTIVITIES
YEARS ENDED JUNE 30, 2008 AND 2007**

	2008	2007
UNRESTRICTED REVENUES AND OTHER SUPPORT		
Net Patient Service Revenue (Net of Provision for Uncollectible Accounts of \$1,369,272 in 2008 and \$1,299,132 in 2007)	\$ 2,865,636	\$ 2,554,881
Union County Funding	3,556,302	3,608,071
Other Revenue	20,108	21,435
Total Revenues	6,442,046	6,184,387
OPERATING EXPENSES		
Employee Compensation	4,825,872	4,554,965
Depreciation	376,399	376,723
Other Expenses	1,263,381	1,074,820
Total Operating Expenses	6,465,652	6,006,508
OPERATING INCOME (LOSS)	(23,606)	177,879
NONOPERATING INCOME		
Investment Income	52,089	102,920
Gain (Loss) on Disposal of Property and Equipment, Net	(31)	8,789
	52,058	111,709
INCREASE IN NET ASSETS	28,452	289,588
Net Assets - Beginning of Year	3,495,163	3,205,575
NET ASSETS - END OF YEAR	\$ 3,523,615	\$ 3,495,163

See accompanying Notes to Financial Statements.

**UNION EMERGENCY MEDICAL SERVICES
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2008 AND 2007**

	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Patients	\$ 2,929,116	\$ 2,532,887
Cash Received from Union County	3,556,302	3,608,071
Cash Paid for Goods and Services	(2,647,892)	(1,958,963)
Cash Paid to Employees for Services	(3,635,228)	(3,415,937)
Net Cash Provided by Operating Activities	202,298	766,058
CASH FLOWS FROM CAPITAL AND RELATING FINANCING ACTIVITIES		
Purchases of Property and Equipment	(189,738)	(549,317)
Proceeds from Sale of Property and Equipment	-	9,080
Net Cash Used in Capital and Related Financing Activities	(189,738)	(540,237)
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Income	60,678	93,002
Net Cash Provided by Investing Activities	60,678	93,002
NET INCREASE IN CASH AND CASH EQUIVALENTS	73,238	318,823
Cash and Equivalents - Beginning of Year	2,459,803	2,140,980
CASH AND CASH EQUIVALENTS - END OF YEAR	\$ 2,533,041	\$ 2,459,803
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating Income (Loss)	\$ (23,606)	\$ 177,879
Adjustments to Reconcile Operating Income to Net Cash Provided by Operating Activities:		
Depreciation	376,399	376,723
Changes in:		
Patient Accounts Receivable, Net	9,916	(87,559)
Due to Carolinas HealthCare System	16,550	129,114
Other Operating Assets and Liabilities	(176,961)	169,901
Net Cash Provided by Operating Activities	\$ 202,298	\$ 766,058

See accompanying Notes to Financial Statements.

**UNION EMERGENCY MEDICAL SERVICES
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008 AND 2007**

NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Union Emergency Medical Services (the "Company") is an operating division of Carolinas Union Healthcare, Inc., a not-for-profit company, that provides emergency medical services for the benefit of the citizens of Union County, North Carolina ("the County"). On May 1, 1997, the County entered into a contract with Carolinas Union Healthcare, Inc. ("CUH"), a subsidiary of the Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas HealthCare System ("CHS"), for the provision of emergency medical services in Union County through June 30, 2009.

Basis of Presentation

Due to its relationship with CHS and the County, the Company is subject to the application of accounting pronouncements issued by the Government Accounting Standards Board (GASB). In 1993, GASB issued Statement No. 20, "Accounting and Financial Reporting for Proprietary Funds and Other Government Entities that use Proprietary Fund Accounting" (the "Statement"), which provides guidance on the effect of GASB pronouncements on governmental entities using business-type accounting and financial reporting. In accordance with the Statement, the Company has elected to follow the GASB hierarchy exclusively regarding authoritative literature issued after November 30, 1989.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents represent funds of the Company that are held by Carolinas Medical Center - Union (the "Medical Center"), a subsidiary of CUH, for purposes of maximizing the investment yield on these funds. Under this cash management arrangement, the Company deposits its cash receipts and any other available cash in an account designated by the Medical Center. The Medical Center also makes payments on behalf of the Company. Interest income is allocated to the Company based upon its pro rata share of cash held in the Medical Center's account.

All of the Company's cash and cash equivalents are invested in liquid interest-bearing cashmoney market accounts. Management believes the risk associated with these accounts is minimal. The Company does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from changing interest rates. However, management has historically only invested in low-risk, liquid cash and money market accounts.

The Company places its temporary cash and investments with high credit quality financial institutions. At times such cash and investments may be in excess of the FDIC insurance limits. Management believes these financial institutions have strong credit ratings and that credit risk related to these deposits is minimal.

**UNION EMERGENCY MEDICAL SERVICES
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008 AND 2007**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Accounts Receivable and Allowance for Uncollectible Accounts

The Company provides an allowance for uncollectible self-pay and miscellaneous commercial insurance accounts. Patients are not required to provide collateral for services rendered. Payment for services is required upon receipt of an invoice, after payment by insurance, if any. Self-pay accounts are analyzed for collectibility based on the months past due and payment history. An allowance is estimated for these accounts based on the historical experience of the Company. Accounts that are determined to be uncollectible are sent to a collection agency and written off at that time.

Property and Equipment

Property and equipment is recorded at cost. Ordinary repairs and maintenance costs are expensed as incurred. Property and equipment contributed from the County were recorded at estimated fair market value at May 1, 1997. Upon sale or retirement of the asset, the cost and related accumulated depreciation are relieved from the respective accounts and the resulting gain or loss is credited or charged to non-operating income or loss. Depreciation is computed using the straight-line method over estimated useful lives ranging from 3 to 20 years.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted support, and are excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Charity Care

The Company provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Charges forgone for charity care for the years ended June 30, 2008 and 2007 amounted to \$198,530 and \$187,397, respectively.

**UNION EMERGENCY MEDICAL SERVICES
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008 AND 2007**

**NOTE 1 ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES
(CONTINUED)**

Net Patient Service Revenue

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Net patient service revenue for the years ended June 30, 2008 and 2007, consists of:

	<u>2008</u>	<u>2007</u>
Gross Patient Charges at Established Rates	\$ 5,428,829	\$ 4,796,449
Less:		
Medicare and Medicaid Contractual Adjustments	995,391	755,039
Charity Care	198,530	187,397
Provision for Uncollectible Accounts	<u>1,369,272</u>	<u>1,299,132</u>
	<u>2,563,193</u>	<u>2,241,568</u>
Net Patient Service Revenue	<u>\$ 2,865,636</u>	<u>\$ 2,554,881</u>

**UNION EMERGENCY MEDICAL SERVICES
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008 AND 2007**

NOTE 2 ACCOUNTS RECEIVABLE AND PAYABLE

Patient accounts receivable and accounts payable (including accrued expenses) reported as current assets and liabilities by the Company at June 30, 2008 and 2007 are as follows:

	<u>2008</u>	<u>2007</u>
Accounts Receivable		
Receivables:		
Patients and Insurance	\$ 895,376	\$ 873,794
Medicare and Medicaid	340,435	684,333
Total Gross Receivables	<u>1,235,811</u>	<u>1,558,127</u>
Allowances for Doubtful Accounts and Contractual Allowances	<u>(654,816)</u>	<u>(967,216)</u>
Total Patient Receivables, Net	<u>\$ 580,995</u>	<u>\$ 590,911</u>
Accounts Payable and Accrued Expenses		
Vendors	\$ 86,679	\$ 216,141
Salaries and Benefits	306,590	290,040
Insurance and Other	<u>127,236</u>	<u>148,120</u>
Total Accounts Payable and Accrued Expenses	<u>\$ 520,505</u>	<u>\$ 654,301</u>

**UNION EMERGENCY MEDICAL SERVICES
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008 AND 2007**

NOTE 3 PROPERTY AND EQUIPMENT

The components of property and equipment for the years ended June 30, 2008 and 2007 are as follows:

	June 30, 2008			Ending Balance
	Beginning Balance	Increases	Decreases	
Capital Assets being Depreciated:				
Land	\$ 20,000	\$ -	\$ -	\$ 20,000
Buildings	65,181	-	-	65,181
Furniture and Equipment	1,035,784	16,246	-	1,052,030
Vehicles	1,586,569	173,492	(301,546)	1,458,515
Total Capital Assets being Depreciated	2,707,534	189,738	(301,546)	2,595,726
Less Accumulated Depreciation for:				
Buildings	(18,386)	(4,734)	-	(23,120)
Furniture and Equipment	(462,221)	(158,275)	-	(620,496)
Vehicles	(1,149,283)	(213,390)	301,515	(1,061,158)
Total Accumulated Depreciation	(1,629,890)	(376,399)	301,515	(1,704,774)
Capital Assets, Net	<u>\$ 1,077,644</u>	<u>\$ (186,661)</u>	<u>\$ (31)</u>	<u>\$ 890,952</u>
	June 30, 2007			Ending Balance
	Beginning Balance	Increases	Decreases	
Capital Assets being Depreciated:				
Land	\$ 20,000	\$ -	\$ -	\$ 20,000
Buildings	55,486	9,695	-	65,181
Furniture and Equipment	666,561	369,223	-	1,035,784
Vehicles	1,687,424	170,399	(271,254)	1,586,569
Total Capital Assets being Depreciated	2,429,471	549,317	(271,254)	2,707,534
Less Accumulated Depreciation for:				
Buildings	(14,245)	(4,141)	-	(18,386)
Furniture and Equipment	(320,019)	(142,202)	-	(462,221)
Vehicles	(1,189,866)	(230,380)	270,963	(1,149,283)
Total Accumulated Depreciation	(1,524,130)	(376,723)	270,963	(1,629,890)
Capital Assets, Net	<u>\$ 905,341</u>	<u>\$ 172,594</u>	<u>\$ (291)</u>	<u>\$ 1,077,644</u>

Depreciation expense for the years ended June 30, 2008 and 2007 was \$376,399 and \$376,723, respectively.

**UNION EMERGENCY MEDICAL SERVICES
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008 AND 2007**

NOTE 4 RELATED-PARTY TRANSACTIONS

The Company has an arrangement with CHS whereby CHS makes payroll payments on behalf of the Company. The expense incurred for services provided under these arrangements was approximately \$4,300 and \$4,900 for the years ended June 30, 2008 and 2007, respectively.

CHS also pays certain expenses on behalf of the Company and the Company reimburses CHS for those expenses.

In addition, the Medical Center provides certain human resource and accounting services to the Company. The amounts incurred for human resource and accounting services was approximately \$30,500 and \$24,000, respectively, for the year ended June 30, 2008 and \$30,400 and \$23,900, respectively, for the year ended June 30, 2007.

NOTE 5 EMPLOYEE BENEFIT PLANS

CHS has a single-employer defined benefit pension plan and all full-time employees of the Company who were employed prior to age 60 are eligible to participate in the plan. The plan provides pension benefits to vested participants who have attained five or more years of service. Those benefits are based on years of service and the employee's compensation. The Board of Commissioners of CHS has the authority to amend plan provisions.

Amounts funded for the plan are based upon actuarial calculations. The plan utilized the projected unit-credit method to determine the annual contributions. There are no employee contributions to the plan. The Company's share of CHS annual pension cost was approximately \$114,800 and \$109,700 for the years ended June 30, 2008 and 2007, respectfully.

CHS also has a defined contribution retirement plan under Section 401(k) of the Internal Revenue Code covering all full-time employees of CHS, including the Company. The plan is funded by voluntary employee contributions and certain matching contributions by CHS. The total expense for the Company for this plan was approximately \$122,000 and \$110,000 for the years ended June 30, 2008 and 2007, respectively.

NOTE 6 COMMITMENTS AND CONTINGENCIES

The Company is subject to legal proceedings and claims which arise in the course of providing health care services. The Company maintains malpractice insurance coverage for claims made during the term of the policy. In the opinion of management, after consultation with legal counsel, adequate provision has been made for amounts expected to be paid under the policy's deductible limits for unasserted claims not covered by the policy and any other uninsured liability.

**UNION EMERGENCY MEDICAL SERVICES
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2008 AND 2007**

NOTE 6 COMMITMENTS AND CONTINGENCIES (CONTINUED)

The health care industry is subject to numerous laws and regulations of federal, state and local governments. These laws and regulations include, but are not necessarily limited to, matters such as licensure, accreditation, government health care program participation requirements, reimbursement for patient services, and Medicare and Medicaid fraud and abuse. Recently, government activity has increased with respect to investigations and allegations concerning possible violations of fraud and abuse statues and regulations by health care providers. Violations of these laws and regulations could result in expulsion from government health care programs together with the imposition of significant fines and penalties, as well as significant repayments for patient services previously billed.

NOTE 7 CONCENTRATIONS OF CREDIT RISK

The Company places its temporary cash and investments with high credit quality financial institutions. At times such cash and investments may be in excess of the FDIC insurance limits. Management believes these financial institutions' strong credit ratings results in only minimal credit risk related to these deposits.

The Company also grants credit without collateral to its patients, most of whom are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at June 30, 2008 and 2007 is as follows:

	2008	2007
Medicare	20 %	18 %
Medicaid	8	26
Private and Other	72	56
	100 %	100 %

NOTE 8 CONCENTRATION OF RISK

During 2008 and 2007, the Company received approximately 55% and 58% of total revenues, respectively, from appropriations from Union County. Any significant change in this funding could result in a significant change to the operations of the Company.

Supplemental Schedule

**UNION EMERGENCY MEDICAL SERVICES
RECONCILIATION OF REVENUE AND EXPENSES
YEARS ENDED JUNE 30, 2008 AND 2007**

This supplemental reconciliation of revenue and expenses is presented for purposes of reporting to Union County and other governmental entities. The basis of accounting used in the preparation of this schedule treats expenditures for capital assets as expenses.

	<u>2008</u>	<u>2007</u>
Change in Net Assets	\$ 28,452	\$ 289,588
Current Period Adjustments:		
Depreciation	376,399	376,723
Expenditures for Property and Equipment	(189,738)	(549,317)
Cash from Sale of Property and Equipment	-	9,080
(Gain) Loss on Sale of Property and Equipment	31	(8,789)
Adjusted Change in Net Assets	<u>\$ 215,144</u>	<u>\$ 117,285</u>



Union Emergency Medical Services

April 21, 2009

Mr. Al Greene, County Manager
Union County
500 North Main St., Suite 901
Monroe, N.C. 28112

Mr. Greene,

In accordance with the Union EMS agreement, enclosed are the financial statements and the detailed schedules on receivables and liabilities for the period ending March 31, 2009. Please keep in mind when reviewing these statements and schedules that they are prepared on a modified accrual basis. Therefore, there will be timing differences from this basis as compared to a cash basis.

The net collections rate continues to be improved over the base year due to the implementation of an outside collection agency and improved claim management.

If you have any questions, please call me at 704-296-4095.

Sincerely,

Jeff Griffin
Controller, Accounting Services

cc: Michael Lutes, President CMC-Union
Scott Shew, Director of Union EMS
Kai Nelson, Union County Finance Director
Brent Lammers, Vice President, CMC-Union
John Moore, Vice President Finance, CMC-Union
Carl Austin, Accounting Manager, CMC-Union

Union Emergency Medical Services

QUARTERLY UNAUDITED FINANCIAL REPORTS

AS OF MARCH 31, 2009

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2. UNAUDITED STATEMENT OF OPERATIONS
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4. ACCOUNT RECEIVABLE AND ACCOUNTS PAYABLE ANALYSIS
5. SCHEDULE OF PROCUREMENT OR DISPOSITION OF FIXED ASSETS
AND VEHICLES EXCEEDING \$3000 IN VALUE
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UNION EMERGENCY MEDICAL SERVICES
Balance Sheet
March 31, 2009

ASSETS

CURRENT ASSETS	March 2009	June 2008	\$ CHANGE
Cash and cash equivalents	\$2,243,176	\$2,533,041	(\$289,865)
Patient accounts receivable - net	608,493	580,995	27,497
Other accounts receivable	17,236	24,677	(7,441)
Inventories	0	0	0
Prepaid expenses	45,316	14,454	30,862
	<hr/>	<hr/>	<hr/>
TOTAL CURRENT ASSETS	2,914,221	3,153,168	(238,947)
	<hr/>	<hr/>	<hr/>
TOTAL ASSETS	\$2,914,221	\$3,153,168	(\$238,947)

LIABILITIES AND FUND BALANCE

CURRENT LIABILITIES	March 2009	June 2008	\$ CHANGE
Accounts payable	\$73,128	\$86,679	(\$13,551)
Encumbranced Capital	0	0	0
Other liabilities and accruals	138,428	127,236	11,192
Deferred revenue	0	0	0
Due to affiliates	306,882	306,590	292
	<hr/>	<hr/>	<hr/>
TOTAL CURRENT LIABILITIES	518,438	520,505	(2,067)
	<hr/>	<hr/>	<hr/>
FUND BALANCE	2,395,783	2,632,663	(236,880)
	<hr/>	<hr/>	<hr/>
TOTAL LIABILITIES AND FUND BALANCE	\$2,914,221	\$3,153,168	(\$238,947)

These statements are prepared on a modified accrual basis and not prepared in accordance with GAAP.

UNION EMERGENCY MEDICAL SERVICES
COMPARATIVE STATEMENTS OF OPERATIONS
For the Month Ended March 31, 2009

CURRENT MONTH				YEAR-TO-DATE		
ACTUAL	BUDGET	%		ACTUAL	BUDGET	%
		CHANGE				CHANGE
REVENUE						
\$387,711	\$357,432	8%	Emergency Revenue	\$3,172,235	\$3,216,888	-1%
153,008	147,466	4%	Non-Emergency Revenue	1,292,781	1,327,200	-3%
<u>540,719</u>	<u>504,898</u>	<u>7%</u>	TOTAL PATIENT REVENUE	<u>4,465,016</u>	<u>4,544,088</u>	<u>-2%</u>
<u>273,955</u>	<u>253,221</u>	<u>8%</u>	TOTAL REVENUE DEDUCTIONS	<u>2,262,415</u>	<u>2,278,989</u>	<u>-1%</u>
<u>266,764</u>	<u>251,677</u>	<u>6%</u>	NET PATIENT REVENUE	<u>2,202,601</u>	<u>2,265,099</u>	<u>-3%</u>
<u>296,193</u>	<u>342,074</u>	<u>-13%</u>	County Funding Revenue ¹	<u>2,665,741</u>	<u>3,078,663</u>	<u>-13%</u>
<u>10</u>	<u>1,417</u>	<u>-99%</u>	OTHER OPERATING REVENUE	<u>16,686</u>	<u>12,750</u>	<u>31%</u>
<u>562,967</u>	<u>595,168</u>	<u>-5%</u>	TOTAL OPERATING REVENUE	<u>4,885,028</u>	<u>5,356,512</u>	<u>-9%</u>
OPERATING EXPENSES						
338,456	332,363	2%	Salaries & Wages	2,962,546	2,991,267	-1%
112,608	114,495	-2%	Benefits	967,574	1,030,454	-6%
<u>451,064</u>	<u>446,858</u>	<u>1%</u>	TOTAL PERSONNEL	<u>3,930,120</u>	<u>4,021,721</u>	<u>-2%</u>
15,974	17,054	-6%	Supplies	137,857	153,495	-10%
3,743	3,930	-5%	Professional Fees	30,643	35,368	-13%
27,305	27,483	-1%	Purchased Services	254,685	247,348	3%
14,213	11,112	28%	Insurance	103,511	100,009	4%
5,599	5,838	-4%	Utilities	46,740	52,539	-11%
32,881	42,413	-22%	Other Operating Expense	352,579	381,715	-8%
<u>550,778</u>	<u>554,688</u>	<u>-1%</u>	TOTAL OPERATING EXPENSES	<u>4,856,135</u>	<u>4,992,195</u>	<u>-3%</u>
<u>12,189</u>	<u>40,480</u>	<u>-70%</u>	RESULTS OF OPERATIONS	<u>28,893</u>	<u>364,317</u>	<u>-92%</u>
NON-OPERATING REVENUE (EXPENSE)						
<u>(383)</u>	<u>5,400</u>	<u>-107%</u>	Interest Income	<u>6,639</u>	<u>48,605</u>	<u>-86%</u>
0	0	0%	Cash from Sale of Fixed Assets	0	0	0%
0	0	0%	Grant Revenue	0	0	0%
0	0	0%	Grant Funded Capital	0	0	0%
<u>(74,836)</u>	<u>(45,880)</u>	<u>100%</u>	Vehicles/Equipment ¹	<u>(272,412)</u>	<u>(412,922)</u>	<u>100%</u>
<u>(74,836)</u>	<u>(45,880)</u>	<u>100%</u>	Non-Operating Expense - Capital Total	<u>(272,412)</u>	<u>(412,922)</u>	<u>100%</u>
<u>(75,219)</u>	<u>(40,480)</u>	<u>86%</u>	TOTAL NON-OPERATING REVENUE (EXPENSE)	<u>(265,773)</u>	<u>(364,317)</u>	<u>-27%</u>
<u>(\$63,030)</u>	<u>(\$0)</u>	<u>100%</u>	TOTAL MARGIN	<u>(\$236,880)</u>	<u>\$0</u>	<u>100%</u>

¹ 2008-2009 County funding was reduced by amount of budgeted capital expenditures.

These statements are prepared on a modified accrual basis and not prepared in accordance with GAAP.

UNION EMERGENCY MEDICAL SERVICES

Statements of Cash Flows of the General Fund

For the Month Ended March 31, 2009

	<u>March-09</u>	<u>Y-T-D 2009</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash Received from Patients	295,362	2,220,099
Cash Received from Union County	-	2,665,741
Cash Paid for Goods and Services	(233,257)	(1,931,938)
Cash Paid to Employees for Services	(506,990)	(2,977,993)
	<u>(444,884)</u>	<u>(24,092)</u>
CASH FLOWS FROM CAPITAL AND RELATING FINANCING ACTIVITIES		
Cash Received from Grants	-	-
Purchases of Property and Equipment	(74,836)	(272,412)
Proceeds from Sale of Property and Equipment	-	-
Net Cash Used in Capital and Related Financing Activities	<u>(74,836)</u>	<u>(272,412)</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Interest Income	(383)	6,639
Net Cash Provided by Investing Activities	<u>(383)</u>	<u>6,639</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	(520,103)	(289,865)
Cash and Equivalents at Beginning of Year	<u>2,763,279</u>	<u>2,533,041</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>2,243,176</u>	<u>2,243,176</u>
RECONCILIATION OF OPERATING INCOME TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Operating Income	\$12,189	\$28,893
Adjustments to Reconcile Operating Income to Cash Provided by Operating Activities:		
Depreciation		
Changes in:		
(Increase) Decrease in Patient Account Receivable, Net	23,227	(27,497)
(Decrease) Increase in Due to Carolinas Healthcare System	(194,156)	292
Change in Other Operating Assets and Liabilities	(286,144)	(25,780)
Net Cash Provided by Operating Activities	<u>(444,884)</u>	<u>(24,092)</u>

These statements are prepared on a modified accrual basis and not prepared in accordance with GAAP.



Union Emergency Medical Services

MARCH 2009

Quarterly Report on Receivables

Aging of Receivables						
	0-30	31-60	61-90	91-120	over 120	Total
Gross Patient A/R	\$481,796	\$289,530	\$227,004	\$95,808	\$314,170	\$1,408,308
Other A/R	\$17,236	\$0	\$0	\$0	\$0	\$17,236
Total Receivables	\$499,032	\$289,530	\$227,004	\$95,808	\$314,170	\$1,425,544
Allowance						(\$799,815)
Net Receivables						\$625,729

Collection Rates			
	Total Billed	Total adjusted Collection Rate	Net adjusted Collection Rate
Base Year	\$1,002,042	38%	56%
Quarter Ending Sept. 2008	\$1,456,627	49%	87%
Quarter Ending Dec. 2008	\$1,468,866	47%	104%
Quarter Ending March 2009	\$1,538,982	51%	98%
Fiscal Year to Date	\$4,464,474	49%	97%
Variance from Base Year		11%	41%

Quarterly Report on Payables

Aging of Payables						
	0-30	31-60	61-90	91-120	over 120	Total
Vendor Payables	\$73,128	\$0	\$0	\$0	\$0	\$73,128
Accrued Payables	\$0	\$0	\$0	\$0	\$0	\$0
Other Liabilities	\$138,428	\$0	\$0	\$0	\$0	\$138,428
Due to Affiliates	\$306,882		\$0	\$0	\$0	\$306,882
Total Liabilities	\$518,438	\$0	\$0	\$0	\$0	\$518,438

Union Emergency Medical Services

For the Quarter Ending March 31, 2009

**Fixed Assets and Vehicle Acquisitions
(Exceeding \$3000)**

<u>DATE</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
Jan-09	3	Lifepak Defibrillators	\$ 64,126.00
Feb-09	16	Lifepak Defibrillators Upgrades	7,785.00
Mar-09	1	Ambulance, Remounted	69,924.64
Mar-09	1	Emergency Equipment Package for QRV	4,911.00
			<hr/>
			\$ 146,746.64

Disposition of Fixed Assets and Vehicles (Book Value)

None to Report	-
	<hr/>
	\$ -

Union Emergency Medical Services

MARCH 2009

Report of Amounts Applied Toward Insurance Deductibles

Claims Number	Date of Loss	Total Amount of Loss	Recovery from Insurance Company	Amount Not Covered by Insurance
None to Report				
Totals		\$0	\$0	\$0

AGENDA ITEM #10
MEETING DATE: 6/1/2009

UNION COUNTY, NORTH CAROLINA
RESOLUTION OF SUPPORT FOR CAROLINA THREAD TRAIL

WHEREAS, Union County Government is committed to maintaining and enhancing quality of life for its citizens and recognizes that the Carolina Thread Trail will contribute to quality of life by weaving together communities via a regional network of trails and greenways, eventually connecting fifteen counties and millions of citizens; and

WHEREAS, many communities in our region have taken a lead in planning and/or building local trails and greenways, and those efforts can be greatly enhanced by being connected to a larger regional network of trails; and

WHEREAS, trails and their green buffer areas will help improve the quality of the air we breathe by preserving trees and vegetation and by promoting non-motorized transportation, and will enhance the quality of our water through natural buffers and mitigation of storm water runoff; and

WHEREAS, trails and greenways provide key amenities to neighborhoods and safe areas for our citizens and children to travel, exercise, play and connect with nature away from heavily trafficked areas; and

WHEREAS, trails have significant impact on the economic viability of the region through increased levels of tourism, enhanced property values, added jobs related to the construction of and along the trail, as well as enhanced ability to attract and retain businesses to the region due to improved quality of life; and

WHEREAS, trails and greenways are freely accessible community assets offering opportunities for recreation and exercise to everyone, including children, youth and families, and provide safe places for people to experience a sense of community and create stronger social and family ties; and

WHEREAS, there is no second chance to protect the Carolinas' great resources in this unique way for our children, grandchildren and great grandchildren, and the cost of these invaluable resources will only increase in the future; and

WHEREAS, private funding is available to communities from the Carolina Thread Trail for planning and construction of regional trails, and this private funding will leverage public funding from federal, state and various sources.

NOW, THEREFORE, BE IT RESOLVED that the Union County Board of Commissioners supports the Carolina Thread Trail and is committed in concept to working with neighboring communities and with the Carolina Thread Trail to plan, design and build a system of trails that will connect our communities, people and special regional points of interest for years to come; provided, however, that the Union County Board of Commissioners expressly rejects the use of eminent domain for acquisition of property to be used for trails and commits to call for and conduct a public hearing prior to adoption or approval of any plan for the design and construction of a system of trails in Union County.

Adopted this 1st Day of June, 2009.

Attest:

Lynn West, Clerk to the Board
Union County Board of Commissioners

Lanny Openshaw, Chairman
Union County Board of Commissioners

**FIRST AMENDMENT TO
74x UNION COUNTY REGIONAL TRANSIT SERVICE CONTRACT
BETWEEN THE
CITY OF CHARLOTTE
AND
UNION COUNTY**

THIS FIRST AMENDMENT TO THE 74X UNION COUNTY REGIONAL TRANSIT SERVICE CONTRACT (the "Amendment") is made and entered into as of _____, by and between the City of Charlotte, a North Carolina municipal corporation (the "City"), and Union County a North Carolina municipal corporation doing business in North Carolina (hereinafter "Union County").

Statement of Background and Intent

- A. The City and Union County entered into the Union County Regional Transit Service Contract dated July 1, 2008 (the "Contract") pursuant to which the City agreed to provide regional transit services to Union County.
- B. The parties now desire to amend the Contract to reflect an increase in the contract annual total amount to three hundred and sixty-two thousand and four hundred and seventy-nine dollars (\$362,479.00). The net of total less farebox revenue is two hundred and thirty thousand, six hundred and twenty-three dollars (\$230,623.00), fifty-percent of which is to be reimbursed to CATS by Union County.
- C. This is the final year of the CMAQ grant for which the town of Marshville was awarded. The final grant year is June 1, 2009 thru June 30, 2010. This year grant total is forty-nine thousand five hundred and eight dollars (\$49,508) which will be directly paid to the City of Charlotte.
- D. The City and Union County will each pay fifty percent of the net cost after fare revenue and CMAQ revenue.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby amend the Contract as follows:

A G R E E M E N T

- 1. Section 3.2 of the Contract is amended to state that Union County shall pay to the City of Charlotte: ninety thousand five hundred and fifty-seven dollars, (\$90,557.00) on an annual basis in monthly installments of seven thousand, five hundred and forty-six dollars (\$7,546.00) starting July 1st, 2009, until June 30th, 2010.

2. Except to the extent specifically provided above, this Amendment shall not be interpreted or construed as waiving any rights, obligations, remedies or claims the parties may otherwise have under the Contract.
3. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Amendment to be executed as of the date first written above.

WITNESS:

CITY OF UNION COUNTY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

CITY OF CHARLOTTE:

BY: _____

TITLE: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

City's Finance Officer

Date

SERVICES CONTRACT

THIS SERVICES CONTRACT (the "Contract") is made and entered into as of ~~August~~ July 1, 2008 (the "Effective Date"), by and between Union County, a municipal corporation organized under the laws of the State of North Carolina (hereinafter "Union County"), and the City of Charlotte, a municipal corporation organized under the laws of the State of North Carolina (hereinafter "the City"), through the Charlotte Area Transit System (hereinafter "CATS")

int. ALB

RECITALS

WHEREAS, the City operates and provides, through CATS and/or its contractor, public transit service within Mecklenburg County thereby reducing vehicular traffic on the roadways in Mecklenburg County, North Carolina; and

WHEREAS, the parties desire to commence regional transit service between Charlotte and Union County in accordance with the CATS Mission, Objective and Financial Policies and upon other terms and conditions as agreed upon by the parties; and

WHEREAS, pursuant to North Carolina General Statute 160A-461, the parties may enter into Interlocal Agreements to jointly undertake public enterprises such as the provision of regional transit service.

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

CONTRACT

1. INCORPORATION OF EXHIBITS. The following Exhibits are attached to this Contract and are incorporated into and made a part of this Contract by reference:

- Exhibit A: Regional Express Service Schedule
- Exhibit B: Regional Express Service Operating Costs

Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in an Exhibit or Appendix and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

2. DESCRIPTION OF WORK. SERVICE. The City, in consultation with Union County, shall establish appropriate service routes and schedules and shall define such other components related to the service to be provided pursuant to this Contract. The proposed service schedule is attached as Exhibit A.

The purpose of this Agreement is to set forth terms and conditions by which Charlotte, acting through CATS, will provide Regional Transit Service between Charlotte and Union County and to ensure such service shall be provided consistent and in accordance with the CATS Mission, Objectives and Financial Policies

3. COMPENSATION. 3.1 The estimated project costs and estimated financial commitment of the parties are set forth in Exhibit B, and said attachment is incorporated herein by reference as if fully set forth in this section; provided, each party's final and total financial commitment to the project shall be

determined and calculated on the basis of each party's proportional share of the actual costs of the service, as each party's proportional share is set forth in Exhibit B.

- 3.2 Union County shall be obligated to pay an amount equal to fifty percent (50%) of the mutually agreed- upon operating costs of \$360,650 of the regional transit service as outlined in **Exhibit B**. The parties acknowledge that the Town of Marshville applied for and has been awarded a CMAQ grant in the amount of approximately \$43,734, which will be paid directly to the City. Union County shall pay the City in equal monthly installments of \$8,876.00, beginning August 1, 2008 though July 1, 2009. At the end of each fiscal year (July1-June 30), CATS shall conduct a reconciliation of the actual cost incurred and farebox revenue received compared to the estimated costs and revenue. If the difference between actual operating costs and the estimated costs is equal to or greater than plus or minus ten percent (10%), the party bearing less than fifty percent (50%) of the actual costs shall pay the difference to the other party. Any reconciliation completed at the end of the fiscal year shall be identified within sixty (60) days of the completion of fiscal year 2009.
- 3.3 **TOTAL FEES AND CHARGES.** Union County agrees to pay the City at the rate set forth in **Exhibit B**. The amount in Exhibit B constitutes the maximum fees and charges payable to the City under this Contract and will not be increased except by a written amendment duly executed by both parties. The rates set forth in **Exhibit B** shall remain firm for the duration of this Contract, unless otherwise stated in **Exhibit B**.

4. **INVOICES.**

The City shall submit invoices to Union County on a monthly basis, unless otherwise agreed to by the parties. Union County shall remit payment to the City within thirty (30) days of receiving each monthly invoice. Union County shall remit all payments to:

City of Charlotte
 Attention: Finance/Accounting
 600 East Fourth Street, 10th Floor
 Charlotte, NC 28202

5. **ADMINISTRATION.**

Each party shall designate a project administrator to oversee the administration of this Agreement. The project administrators shall be responsible for the coordination, management and oversight of the project necessary to accomplish the objectives of this joint undertaking between the parties. Until the parties give written notice otherwise, the project administrators are:

For Charlotte:	For Union County:
Mr. Larry Kopf	
Charlotte Area Transit System	Union County Public Works
600 East Fourth Street	500 North Main St, Suite 500
Charlotte, NC 28202	Monroe, NC 28112
Telephone: 704-432-0497	Telephone: 704-
Fax: 704-353-0797	Fax: 704-296-4232
Email: lkopf@ci.charlotte.nc.us	Email:

6. **SERVICE QUALITY.**

The parties agree that the objective of the Union County Regional Transit Service is to operate in a manner that (i) is safe, reliable, efficient and effective and (ii) maximizes potential ridership. To ensure quality service and to promote effective communications, the parties will meet at regular intervals.

7. TERMINATION.

7.1 TERM. This Agreement is effective ~~July~~ ^{July} 1, 2008 and shall remain in effect until ~~July~~ ^{June} 30, 2009 with the option by the city and Union County to extend the Agreement for up to four (4) additional one-year terms subject to the evaluation of the costs of the service and the annual appropriation of funds for the service by each city. Any such extension shall require a written amendment to this Agreement

Int AWG

7.2 TERMINATION FOR CONVENIENCE. Either party may terminate this Contract at any time without cause upon sixty (60) days written notice to the other party. In case of termination for convenience by Union County the parties shall negotiate an equitable settlement of termination costs. If Union County elects to terminate its subsidy with respect to any portion of the service provided under this Contract on at least sixty (60) days written notice, this Contract shall terminate for convenience as to such service at the end of that period.

7.3 TERMINATION FOR DEFAULT. By written notice the City may terminate this Contract for default in the event Union County fails to pay an overdue invoice within thirty (30) days after receiving written notice from the City that: (i) such invoice is overdue, and (ii) the City intends to exercise its right to terminate this Contract pursuant to this Section in the event it is not paid within said thirty (30) day period. The City may exercise the option to resume service upon such terms and conditions as the parties may agree in writing. The City shall not be obligated to resume service after a termination for default of this Contract. The City may resume service only to the extent that the resumption of service is consistent with the CATS Financial and Service Policies, as those policies may be amended.

7.4 NO EFFECT ON TAXES, FEES, CHARGES OR REPORTS. Termination of this Contract shall not relieve Union County of the obligation to pay any fees, taxes or other charges then due to the City; to file any daily, monthly, quarterly or annual reports; or relieve Union County from any claim for damages previously accrued or then accruing against Union County.

7.5 AUTHORITY TO TERMINATE. The following persons are authorized to terminate this Contract on behalf of the City: (a) the City Manager, any Assistant City Manager or any designee of the City Manager; (b) the Key Business Executive of the City Key Business Unit responsible for administering this Contract. Termination by Union County shall require action by the Union County Board of Commissioners.

8. NOTICES AND PRINCIPAL CONTACTS.

Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below:

For Charlotte:	For Union County:
Brittney D. Bishop	Christine Putnam Amy Belms
Charlotte Area Transit System	Union County Public Works
600 East Fourth Street	400 North Church St 500 N. Main St., Suite 500
Charlotte, NC 28202	Monroe, NC 28112
Telephone: 704-353-0077	Telephone: 704-292-2561 704-283-3520
Fax: 704-353-0797	Fax: 704-296-4232
Email: bbishop@ci.charlotte.nc.us	Email: chrisc@co.union.nc.us amybelms@co.union.nc.us

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall further be copied to the following (in addition to being sent to the individuals specified above):

Int AWG

For Charlotte:	For Union County:
CATS Attorney	Jeff Crook
City of Charlotte Attorney's Office	Union County Legal Department
600 East Fourth Street	500 North Main Street, Room 826
Charlotte, NC 28202	Monroe, NC 28112
Telephone:	704-283-3673
Fax:	704-292-2506
Email:	

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

9. MISCELLANEOUS.

- 9.1. **ENTIRE CONTRACT.** This Contract is the entire agreement between the parties with respect to its subject matter, and there are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. The City reserves the right to evaluate and modify or terminate the service in accordance with adopted CATS Financial and Service Policies, as those policies may be amended from time to time.
- 9.2. **AMENDMENT.** Both parties have the right to amend this contract within the guidelines set forth. No amendment or change to this Contract shall be valid unless in writing and signed by both parties to this Contract.
- 9.3. **GOVERNING LAW, JURISDICTION AND VENUE.** North Carolina law shall govern the interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). Any and all legal actions or proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By the execution of this Contract, the parties submit to the jurisdiction of said courts and hereby irrevocably waive any and all objections that they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina. This Section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this Section.
- 9.4. **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void.
- 9.5. **CITY NOT LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES.** The City shall not be liable to Union County its agents, or representatives or any subcontractor for or on account of any stoppages or delay in the performance of any obligations of the City, or any other consequential, indirect or special damages or lost profits related to this Contract.
- 9.6. **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract shall not affect the validity of the remaining portion of the Contract so long as the material purposes of the Contract can be determined and effectuated. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the

extent necessary to make it enforceable while preserving its intent.

- 9.7 NO PUBLICITY. No advertising, sales promotion or other materials of Union County or its agents or representations may identify or reference this Contract or the City in any manner absent the written consent of the City. Notwithstanding the forgoing, the parties agree that Union County may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 9.8 REPORTS. The City and/or its contractor shall maintain service-related records, including ridership numbers, in such formats as the parties may agree. Such records shall be available to Union County for examination and inspection upon request or according to any scheduled reporting periods to which the parties may agree.
- 9.9 APPROVALS. All approvals or consents required under this Contract must be in writing.
- 9.10 WAIVER. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights. No delay or omission by either party to exercise any right or remedy it has under this Contract shall impair or be construed as a waiver of such right or remedy. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant.
- 9.11 SURVIVAL OF PROVISIONS. All provisions of this Contract which by their nature and effect are required to be observed, kept or performed after termination of this Contract shall survive the termination of this Contract and remain binding thereafter, including but not limited to the following

Section 7	"Termination"
Section 8.4	"No Effect on Taxes, Fees, Charges, or Reports"
Section 9	"Indemnification"
Section 10	"Notices"
Section 11	"Miscellaneous"

- 9.12 FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES. ~~Union County~~ ^{The parties} agree ~~to~~ make ~~themselves~~ ^{themselves} aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Work. ~~Union County~~ ^{The parties} further agree ~~that it~~ ^{they} will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work. Int. AWB

- 9.13 CONSTRUCTION OF TERMS. Each of the parties has agreed to the use of the particular language of the provisions of this Contract and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties hereto and the limitations and restrictions upon such rights and benefits intended to be provided.
- 9.14 RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors. Nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day administrative activities of the other; or (ii) constitute such parties as partners, co-owners or otherwise as participants in a joint venture. Neither party nor its agents or employees is the representative of the other for any purpose, and neither party has power or authority to act for, bind, or otherwise create or assume any obligation on behalf of the other.

10. ~~COMMERCIAL NON-DISCRIMINATION~~

~~The City has adopted a Commercial Non-Discrimination Ordinance that is set forth in Section 2, Article V of the Charlotte City Code, and is available for review on the City's website (the "Non-Discrimination Policy"). As a condition of entering into this Contract, Union County agrees to comply with the Non-Discrimination Policy and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, Union County shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age, or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors, suppliers, or commercial customers in connection with a City contract or contract solicitation process, nor shall Union County retaliate against any person or entity for reporting instances of such discrimination. Union County shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace.~~

~~As a condition of entering into this Contract, Union County agrees to: (a) promptly provide to the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract, and (b) if requested, provide to the City within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Union County has used on City contracts in the past five years, including the total dollar amount paid by Union County on each subcontract or supply contract. Union County further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.~~

~~Union County agrees to provide to the City from time to time at the City's request, payment affidavits detailing the amounts paid by Union County to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time.~~

~~Union County understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of Union County from participating in City contracts and other sanctions.~~

Int. ALG

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

ATTESTED:

UNION COUNTY

BY: Lynn G. West

BY: [Signature]

TITLE: Clerk to the Board of Commissioners

TITLE: County Manager

APPROVED AS TO LEGAL FORM. [Signature]

ATTESTED:

CITY OF CHARLOTTE:

BY: [Signature]
CITY CLERK

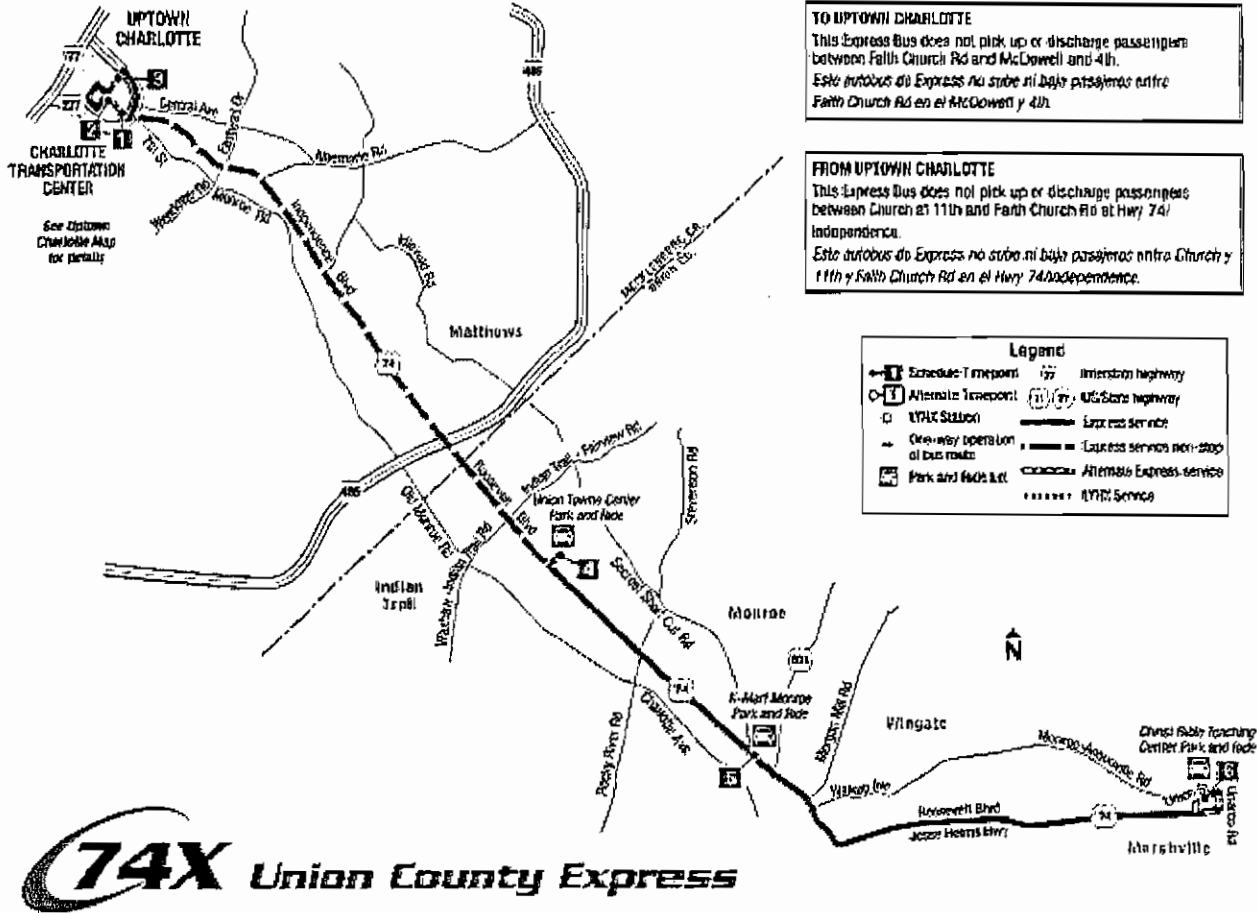
BY: [Signature]

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
DEPUTY FINANCE OFFICER

6/24/08
DATE

EXHIBIT A
ROUTE 74x - UNION COUNTY REGIONAL TRANSIT SERVICE
REGIONAL EXPRESS SERVICE SCHEDULE



74x Union County Express - WEEKDAYS				
Inbound				
6 Marshallville	5 K-mart Monroe	4 Union Towne Center	2 Charlotte Trans. Center	3 College & 11th
-----	6:00a	6:16a	6:46a	6:55a
6:00a	6:25a	6:41a	7:11a	7:20a
6:20a	6:45a	7:01a	7:31a	7:40a
-----	7:10a	7:26a	8:10a	8:19a
-----	5:26p	-----	6:26p	-----

74x Union County Express - WEEKDAYS					
Outbound					
1 McDowell & 4th	2 Charlotte Trans. Center	3 College & 11th	4 Union Towne Center	5 K-mart Monroe	6 Marshallville
-----	6:20a	6:23a	-----	7:00a	-----
4:10p	4:13p	4:24p	5:08p	5:26p	-----
4:40p	4:43p	4:54p	5:38p	5:56p	6:22p
5:10p	5:13p	5:24p	6:08p	6:26p	6:52p
5:40p	5:43p	5:54p	6:32p	6:50p	-----

EXHIBIT B
 ROUTE 74x - UNION COUNTY REGIONAL TRANSIT SERVICE
 REGIONAL EXPRESS OPERATING COSTS

FY 2009 Operating Cost				
Annual Cost	Fare Revenue Estimate	Net Cost	CMAQ Contribution	Partner Cost
\$360,650	\$103,896	\$256,754	\$43,734	\$106,510
Payment Schedule		Payment Amount		
August 1, 2008		\$8,876		
September 1, 2008		\$8,876		
October 1, 2008		\$8,876		
November 1, 2008		\$8,876		
December 1, 2008		\$8,876		
January 1, 2009		\$8,876		
February 1, 2008		\$8,876		
March 1, 2009		\$8,876		
April 1, 2009		\$8,876		
May 1, 2009		\$8,876		
June 1, 2009		\$8,876		
July 1, 2009		\$8,876		
Total Cost		\$106,512		

\$106,512 Int. ALG

AGENDA ITEM #13
MEETING DATE: 6/1/2009

RESOLUTION TO CLARIFY THE UNION COUNTY POLICY
ON FUNDING NONPROFIT CORPORATION CAPITAL IMPROVEMENT PROJECTS

Whereas, pursuant to N.C.G.S. § 153A-101, the Union County Board of Commissioners has and shall exercise the responsibility of developing and directing the fiscal policy of the county government; and

Whereas, the citizens and taxpayers expect a full accounting of all funds expended by the county government to provide needed goods and services, including those services provided pursuant to contract between Union County and those nonprofit corporations that receive 50% or more of their annual funding by appropriation from Union County (the “Nonprofit Corporations”); and

Whereas, the Board of Commissioners recognizes the valuable services provided to citizens of Union County by the Nonprofit Corporations; and

Whereas, the Board of Commissioners further recognizes the periodic need for capital improvements and additions to infrastructure by the Nonprofit Corporations in order to maintain or improve the level of service they provide.

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

1. The Board wishes to reaffirm their appreciation and commitment to the Nonprofit Corporations, which provide important and necessary services.
2. As required by statute, the Board must perform its fiduciary duty and oversight of the budgetary process and expenditure of taxpayer funds.
3. The Board, in order to accomplish its responsibility, shall require all capital improvements or capital expenditures, as defined in OMB Circular A-122 Cost Principles for Non-Profit Organizations, exceeding \$10,000 be submitted for approval by the Board of County Commissioners prior to any funds being committed to said project or expenditure.
4. Furthermore, should a Nonprofit Corporation contractually commit itself to the acquiring of property or incurring of debt, which cost would typically add to the Nonprofit Corporation’s budgetary support from the County, without the express act by the Board of County Commissioners prior to the acquisition of property or incurring of debt, Union County will be less likely to view favorably any request for increased funding by the Nonprofit Corporation to fund said property or debt.

Approved and adopted the _____ day of _____, 2009. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the Union County Board of County Commissioners.

Clerk to the Union County Board of County Commissioners

AGENDA ITEM

14
MEETING DATE 6/1/09



White Oak of Waxhaw
Gerald Cox west

05/28/2009 12:30 PM

Ms. West:

Please see below my comments regarding the upcoming County Commissioner's meeting on Monday, June 1st. Let's not overlook the real priority and that is serving the needs of the elderly in Union County with a state of the art facility, which will truly be a facility like no other in Union County.

In preparation for the upcoming County Commissioners meeting on Monday, June 1st I have attached additional information I feel needs to be considered at the meeting.

As you will note from the attached pictures, we are not just moving dirt, we are currently under construction at this location.

The attached executed Agreement from the Department of Transportation, signed by your representatives Al Greene and Lynn West, grants the right to connect to the 6 inch water main.

Also, enclosed is a Permitting timeline outlining steps taken and completed, which was required by the Department of Public Works in order to receive the water permit. In our opinion we have completed everything Union County Public Works requested us to do to receive the water permit, which makes our project unique from the other projects. We are a victim of being caught between policy changes and not being advised properly. As you can see by the attachments progress is being made and we have spent \$2.5 million to date.

It is hard for me to believe that Union County and the Town of Waxhaw does not need 120 new jobs. By not receiving water on a timely basis we will be forced to suspend this project which in turn leaves 45 local construction workers unemployed. If we suspend this project, our Certificate of Need will be at risk. Let's not forget the excess of \$100,000 annually that will be paid in property taxes to the Town of Waxhaw and Union County while providing an entity that does not burden your schools, roads, crime rate and will be an environmentally friendly business.

As always, I am available to speak with you and/or any interested party to answer questions regarding the facts presented and our desire to move this project forward. We hope the meeting on Monday will have a positive outcome and we can proceed with construction in completing the long term care facility for the elderly citizens of Union

County.

I am asking for your favorable consideration in resolving the water issue at the Monday, June 1st County Commissioner's meeting. If you have any questions, please do not hesitate to contact me at 252-443-6265 or by cell at 252-903-8384.

Gerald P. Cox



WAXHAW DOT.pdf



permittingtimeline

waxhaw.doc



Waxhaw.Entrance.JPG



Waxhaw.building2.JPG



Waxhaw.building3.JPG



Waxhaw.building.JPG



Waxhaw.building.pipes2.JPG



Waxhaw.Drive.JPG



RECEIVED

NOV 6 2008

CAMPBELL COMPANY

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

MICHAEL F. EASLEY
GOVERNOR

W. LYNDY TIPPETT
SECRETARY

OCT 30 2008

Mr. Ben F. Campbell
White Oak of Waxhaw, LLC
P.O. Box 7728
Rocky Mount, NC 27804

Subject: Utility Encroachment Contract - Proposed 6 inch water main connection on SR-1008 (Waxhaw Indian Trail Rd) in Union County.

Encroachment Number: 08-143-U

Dear Mr. Campbell:

Enclosed is an executed copy of the subject encroachment contract. This encroachment is approved subject to the attached provisions.

If you have any questions about these special provisions, please contact Mr. John Underwood, District Engineer, or Mr. Stan Brock, Transportation Technician IV, at (704) 289-1397 in Monroe.

Sincerely,

B.S. Moose, P.E.
Division Engineer

BSM/sgb
Attachment

cc: Mr. R. J. Memory
Mr. John Underwood, District Engineer
Mr. David Gillette, County Maintenance Engineer
Mr. Al Greene
File



ROUTE Waxhaw-Indian Trail Road - S.R. 1008 PROJECT White Oak Manor of Waxhaw COUNTY OF Union STATE OF NORTH CAROLINA

DEPARTMENT OF TRANSPORTATION.

-AND- White Oak of Waxhaw LLC

P.O. Box 7728, Rocky Mount, N.C. 27804

-AND-

Union County

500 N. Main Street, Monroe, N.C. 28112

THREE PARTY RIGHT OF WAY ENCROACHMENT AGREEMENT ON PRIMARY AND SECONDARY SYSTEM

08 143 9

THIS AGREEMENT, made and entered into this the 30 day of Oct., 2008, by and between the Department of Transportation, party of the first part; and White Oak of Waxhaw LLC, party of the second part; and Union County, party of the third part,

WITNESSETH

THAT WHEREAS, the party of the second part desires to encroach on the right of way of the public road designated as Route S.R. 1008, located in Union County, N.C. with the construction and/or erection of a 6" watermain connection on Waxhaw-Indian Trail Road (SR 1008) as shown on the attached plans.

WHEREAS, it is to the material advantage of the party of the second part to effect this encroachment, and the party of the first part in the exercise of authority conferred upon it by statute, is willing to permit the encroachment within the limits of the right of way as indicated, subject to the conditions of this agreement;

NOW, THEREFORE, IT IS AGREED that the party of the first part hereby grants to the party of the second part the right and privilege to make this encroachment as shown on attached plan sheet(s), specifications and special provisions which are made a part hereof upon the following conditions, to wit:

That the installation, operation, and maintenance of the above described facility will be accomplished in accordance with the party of the first part's latest POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS-OF-WAY, and such revisions and amendments thereto as may be in effect at the date of this agreement. Information as to these policies and procedures may be obtained from the Division Engineer or State Utility Agent of the party of the first part.

That the said party of the second part binds and obligates himself to install and maintain the encroaching facility in such safe and proper condition that it will not interfere with or endanger travel upon said highway, nor obstruct or interfere with the proper maintenance thereof, to reimburse the party of the first part for the cost incurred for any repairs or maintenance to its roadways and structures necessary due to the installation and existence of the facilities of the party of the second part, and if at any time the party of the first part shall require the removal of or changes in the location of the said facilities, that the said party of the second part binds himself, his successors and assigns, to promptly remove or alter the said facilities, in order to conform to the said requirement, without any cost to the party of the first part.

That the party of the second part agrees to provide during construction and any subsequent maintenance proper signs, signal lights, flagmen and other warning devices for the protection of traffic in conformance with the latest Manual on Uniform Traffic Control Devices for Streets and Highways and Amendments or Supplements thereto. Information as to the above rules and regulations may be obtained from the Division Engineer of the party of the first part.

That the party of the second part hereby agrees to indemnify and save harmless the party of the first part from all damages and claims for damage that may arise by reason of the installation and maintenance of this encroachment.

That the party of the second part agrees to restore all areas disturbed during installation and maintenance to the satisfaction of the Division Engineer of the party of the first part. The party of the second part agrees to exercise every reasonable precaution during construction and maintenance to prevent eroding of soil, silt or pollution of rivers, streams, lakes, reservoirs, other water impoundments, ground surfaces or other property; or pollution of the air. There shall be compliance with applicable rules and regulations of the North Carolina Division of Environmental Management, North Carolina Sedimentation Control Commission, and with ordinances and regulations of various counties, municipalities and other official agencies relating to pollution prevention and control. When any installation or maintenance operation disturbs the ground surface and existing ground cover, the party of the second part agrees to remove and replace the sod or otherwise reestablish the ground surface to meet the satisfaction of the Division Engineer of the party of the first part.

That the party of the second part agrees to assume the actual cost of any inspection of the work considered to be necessary by the Division Engineer of the party of the first part.

That the party of the second part agrees to have available at the construction site, at all times during construction, a copy of this agreement showing evidence of approval by the party of the first part. The party of the first part reserves the right to stop all work unless evidence of approval can be shown.

Provided the work contained in this agreement is being performed on a completed highway open to traffic; the party of the second part agrees to give written notice to the Division Engineer of the party of the first part when all work contained herein has been completed. Unless specifically requested by the party of the first part, written notice of completion of work on highway projects under construction will not be required.

That in the case of noncompliance with the terms of this agreement by the party of the second part, the party of the first part reserves the right to stop all work until the facility has been brought into compliance or removed from the right of way at no cost to the party of the first part.

That it is agreed by both parties that this agreement shall become void if actual construction of the work contemplated herein is not begun within one (1) year from the date of authorization by the party of the first part unless written waiver is secured by the party of the second part from the party of the first part.

During the performance of this contract, the second party, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor"), agree as follows:

- a. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- b. **Nondiscrimination:** The contractor, with respect to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,
 - (1) withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (2) cancellation, termination or suspension of the contract, in whole or in part.
- f. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs "a" through "f" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Department of Transportation to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

That when title to the subject that constitutes the aforesaid encroachment passes from the party of the second part and vests in the party of the third part, the party of the third part agrees to assume all responsibilities and rights and to perform all obligations as agreed to herein by the party of the second part.

IN WITNESS WHEREOF, each of the parties to this agreement has caused the same to be executed the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: Ben F. Campbell
DIVISION ENGINEER

WITNESS:

Karen R. Funderburk
Karen R. Funderburk

Ben F. Campbell, Consultant
White Oak of Waxhaw, LLC

P.O. Box 7728, Rocky Mount, NC 27804
Second Party

ATTEST:
WITNESS:

Lynn G. West
Lynn G. West
Clark to the Board

Al Greene, County Manager
Union County
500 N. Main Street, Monroe, NC 28112
Third Party

RAW (168) : Party of the Second Part certifies that this agreement is true and accurate copy of the form RAW (168) incorporating all revisions to date.

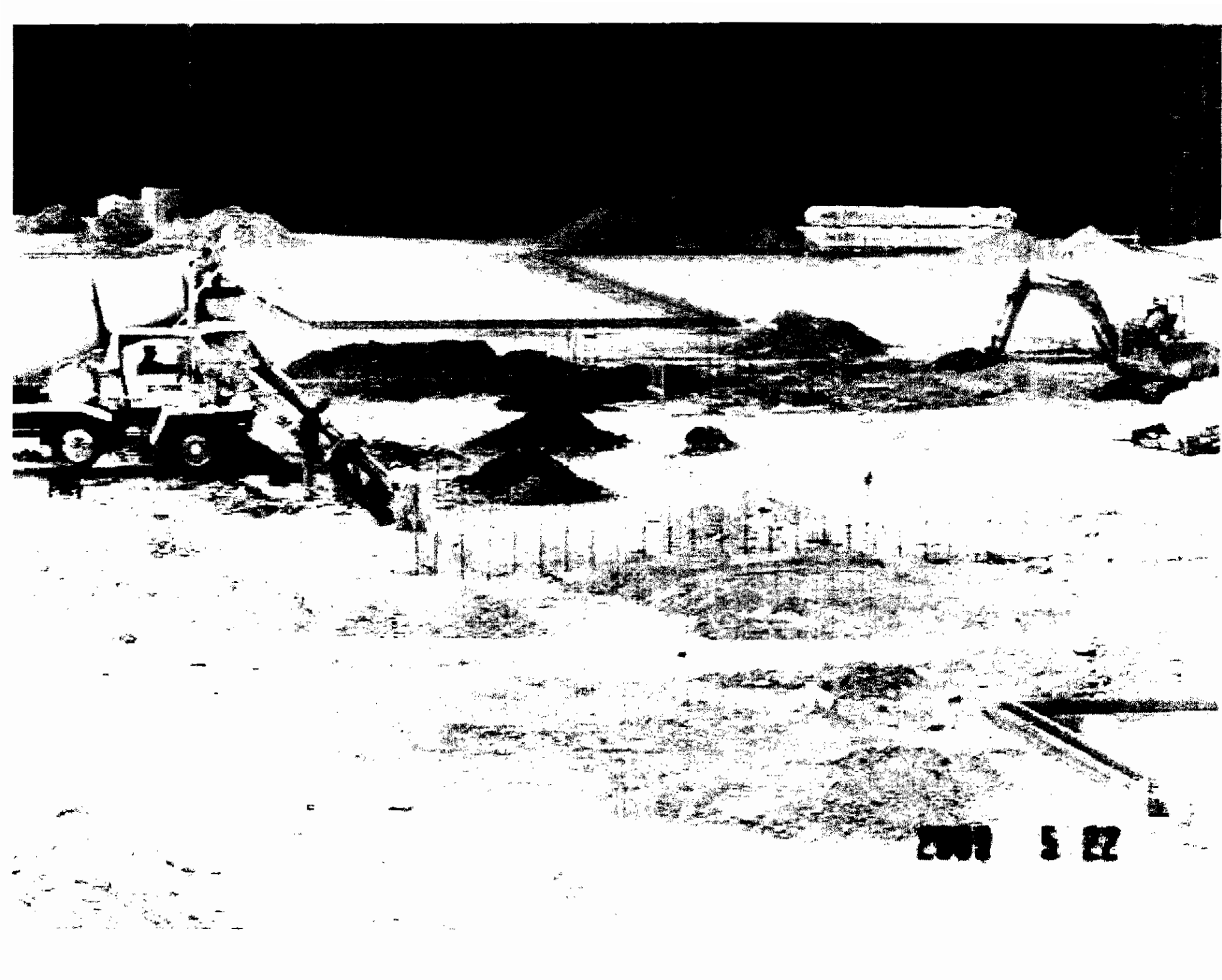
White Oak Manor of Waxhaw
Permitting Timeline

1. DOT Utility Encroachment Agreement issued October 30, 2008.
2. On February 9, 2009, we were made aware of insufficient water pressure to support a fire protection system on water main at Howie Mine Road and began pursuing options.
3. Met with UCPW and Fire Marshall to coordinate to resolve water pressure issues on February 23. Met again March 5th.
4. Fire protection system and site fire main redesign complete and ready to submit on March 15th.
5. Received Town of Waxhaw Zoning Conditional Approval on February 27, 2009.
6. Started site development March 5th.
7. Submitted revised site water plan March 16, 2009, to UCPW.
8. Made payment to Union County for one half capacity fees of \$10,612.50. On March 16th, UCPW verbally approved site water revision at this time.
9. Engineer of Record was notified March 26th by UCPW regarding items needed to make application for water and sewer permit.
10. Town of Waxhaw approved project for permitting April 9, 2009. Permit issued April 13, 2009.
11. On April 17, 2009, UCPW notified Engineer of Record that water application to the State will be held and not sent to the State for permitting based on County Commissioners' directive of April 8th.
12. Met with UCPW on April 21st to discuss sewer and water permitting concerns.
13. Sewer application provided to UCPW on April 21st.
14. Water application provided to UCPW on April 24th.
15. On April 23, UCPW notified Engineer of Record in writing that the project is accepted for additional discharge of 15,000 GPD domestic waste water treatment.
16. State sewer permit issued May 12.



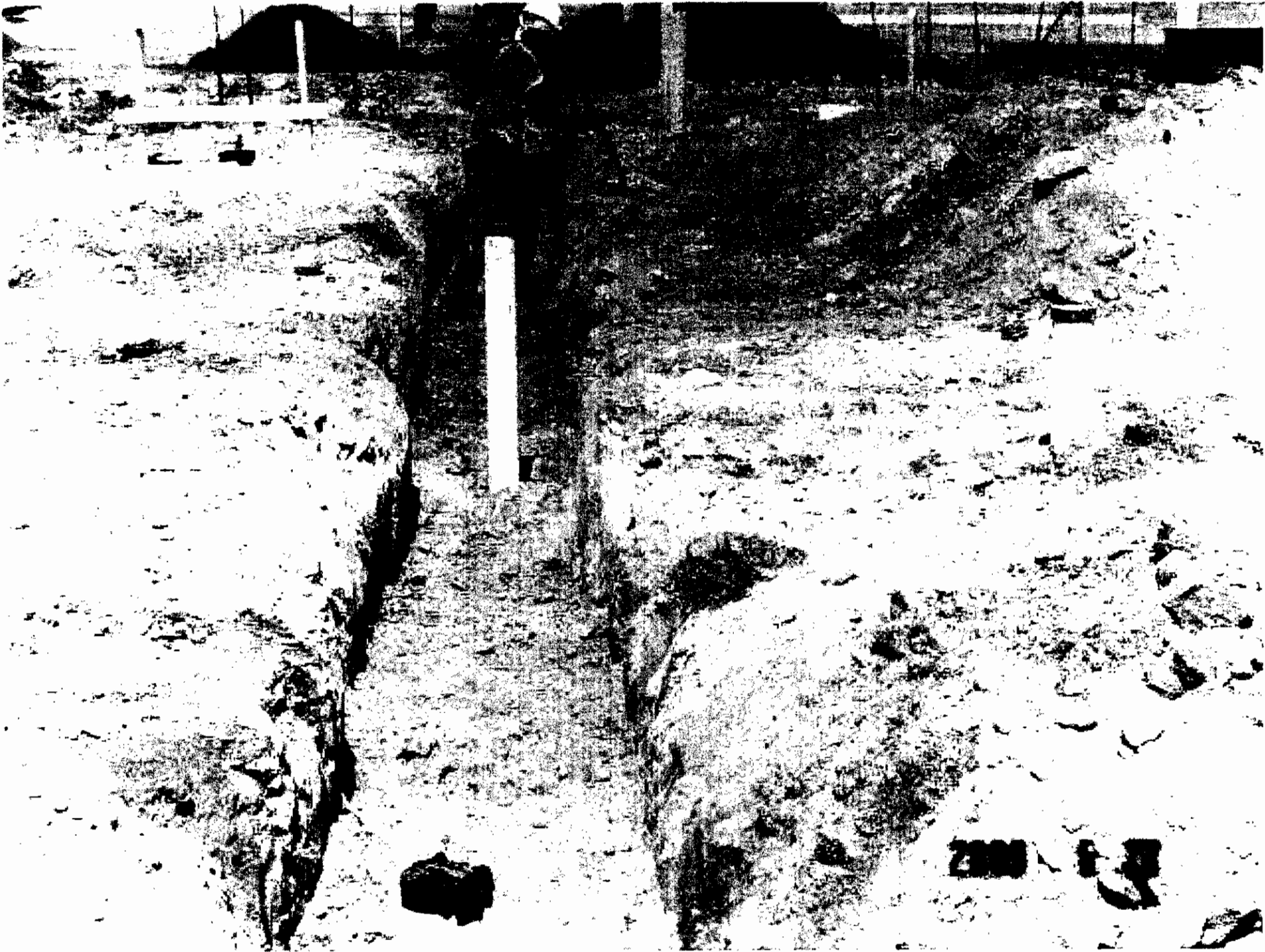


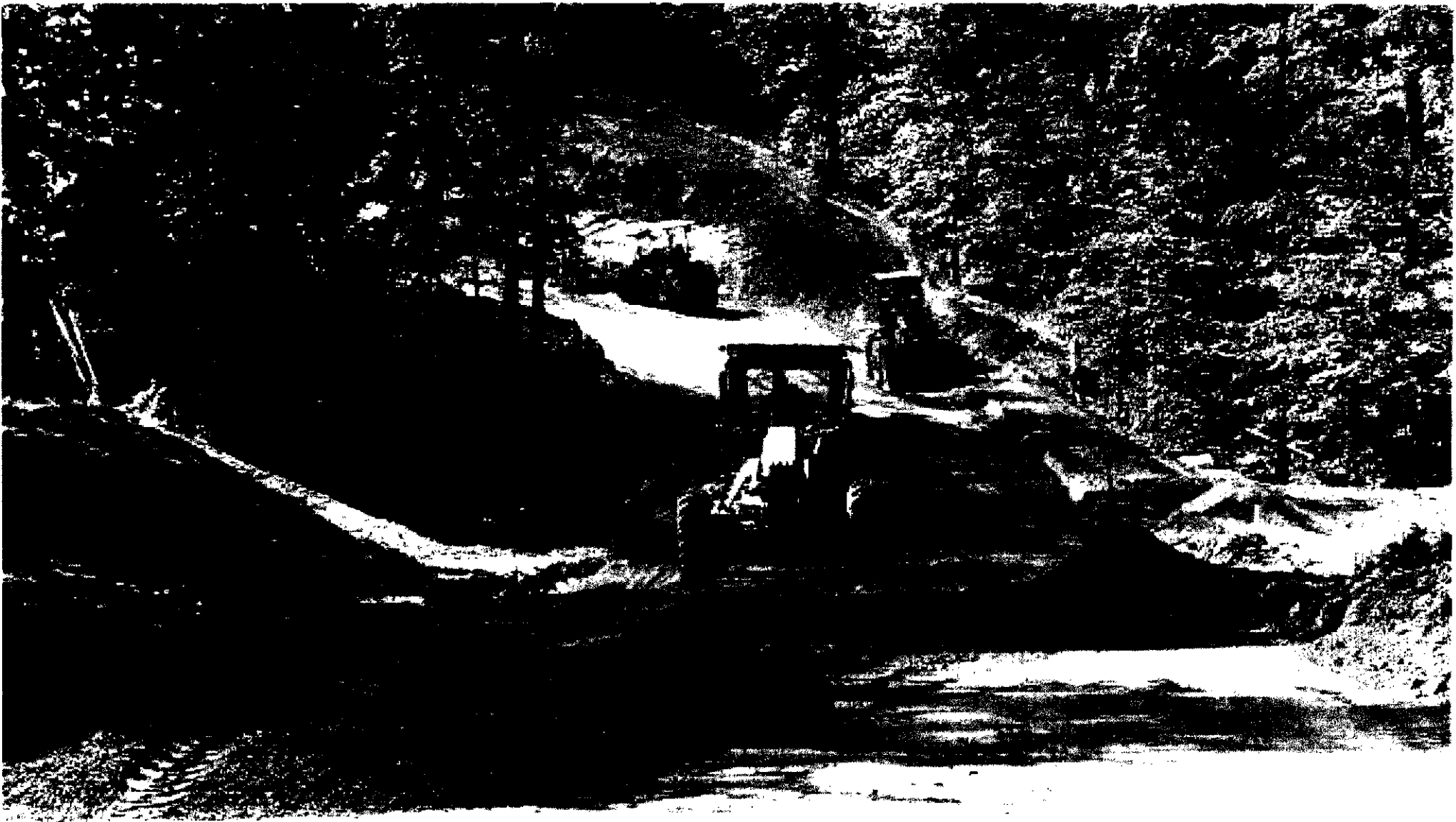
2009 5 20



1991 5 22







2009 4 28

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: June 1, 2009

Action Agenda Item No. 15
(Central Admin. use only)

SUBJECT: 2009 Enterprise Systems Revenue Bonds

DEPARTMENT: Finance

PUBLIC HEARING: Choose one....

ATTACHMENT(S):

Resolution

INFORMATION CONTACT:

Kai Nelson

Correspondence from financial
advisor

TELEPHONE NUMBERS:

704.292.2522

Summary Overview of Options from
May 4, 2009 presentation

DEPARTMENT'S RECOMMENDED ACTION: Adopt Resolution Directing the Application to the Local Government Commission for Approval of Enterprise Systems Revenue Bonds; Requesting Local Local Government Commission Approval of the County's Enterprise Systems Revenue Bonds; Certain Related Matters

BACKGROUND: Several weeks ago, the Commission, based on staff recommendation, authorized the Manager and Finance Director to extend a forward starting swap. The forward starting swap was issued several years ago in anticipation of the issuance of revenue bond debt to support the County's water and sewer capital improvement program. The swap has been extended several times.

The analysis provided to the Commission indicated that if we could delay the effective date yet again, we could save some money when compared to proceeding with the swap and issuance of the debt in June.

Following the Commission's approval, County staff and its financial advisor, First Southwest, approach Citigroup and formally requested the extension. The advisor's correspondence regarding those efforts is attached. Summarizing the correspondence, Citigroup is not inclined to extend on terms that are similar to previous extensions, thus placing the County in the position of incurring additional costs and financial risk exposure.

Given the unfavorable renewal terms, our recommendation now is to proceed with the issuance of the debt. The original recommendation to defer the swap for another year provided the County with some limited present value savings estimated at about 1.5% or \$315K with the bulk of those savings occurring in FY2010; most of the savings resulting from deferring principal and

interest for the first year. To now proceed with the debt issuance, given the unfavorable Citi terms, makes more sense.

FINANCIAL IMPACT: Average annual debt service of \$1.4 million through 2034

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

Extract of Minutes of a regular meeting of the Board of Commissioner of the County of Union, North Carolina held at the Union County Government Center, First Floor, Board Room, Monroe, North Carolina, at 7:00 p.m. on June 1, 2009.

A regular meeting of the Board of Commissioners of the County of Union, North Carolina (the "*Board of Commissioners*") was held in the Government Center, Board of Commissioners' Room, Room 118, Monroe, North Carolina, at 7:00 p.m. on June 1, 2009 (the "*Meeting*"), after proper notice, and was called to order by the Chairman, and on the roll being called, the following members of the Board of Commissioners answered present:

The following members of the Board of Commissioners were absent

Also present:

Commissioners _____ moved that the following resolution, copies of which having been made available to the Board of Commissioners, be adopted:

RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF ENTERPRISE SYSTEMS REVENUE BONDS; REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF THE COUNTY'S ENTERPRISE SYSTEMS REVENUE BONDS; AND CERTAIN RELATED MATTERS.

WHEREAS, the Board of Commissioners (the "*Board*") of the County of Union, North Carolina (the "*County*") hereby determines that it is necessary to improve its enterprise systems (the "*Enterprise Systems*"), including the extensions, additions and capital improvements to, or the acquisition, renewal and replacement of capital assets of, or purchasing and installing new equipment for, the Enterprise Systems (collectively, the "*Project*");

WHEREAS, the Board is considering the issuance of not to exceed \$20,000,000 in aggregate principal amount of Variable Rate Enterprise Systems Revenue Bonds, Series 2009 (the "*2009 Bonds*") to finance the Project;

WHEREAS, the Board has considered and recognized that variable interest rate debt instruments may subject the County to the risk of higher interest rates in the future and that in addition to the variable interest cost, the County must pay the fees of the provider of a credit facility for the 2009 Bonds, which fees will increase the variable interest cost to the County; provided, however, the County has previously entered into a forward starting swap agreement with Citibank, N.A. in the notional amount of

\$20,000,000 (the “*Swap*”) that corresponds to the amortization of the 2009 Bonds and mitigates the variable rate exposure to the County;

WHEREAS, the Board hereby determines to (a) retain Parker Poe Adams & Bernstein LLP as bond counsel, (b) retain First Southwest Company as financial advisor, (c) retain Merrill Lynch, Pierce, Fenner & Smith Incorporated as underwriter for the 2009 Bonds, (d) retain Bank of America, N.A. as the credit provider for the 2009 Bonds, (e) retain U.S. Bank National Association as trustee for the 2009 Bonds and (f) approve Robinson, Bradshaw & Hinson, P.A. as underwriter’s and credit provider’s counsel, in connection with the issuance by the County of the 2009 Bonds (collectively, the “*Financing Team*”); and

WHEREAS, the Board wants the Finance Director of the County to file with the North Carolina Local Government Commission (the “*Commission*”) an application for its approval of the 2009 Bonds, on a form prescribed by the Commission, and (1) request in such application that the Commission approve (a) the negotiation of the sale of the 2009 Bonds to Merrill Lynch, Pierce, Fenner & Smith Incorporated and (b) the County’s use of the Financing Team and (2) state in such application such facts and to attach thereto such exhibits in regard to the 2009 Bonds and to the County and its financial condition, as may be required by the Commission, and to take all other action necessary to the issuance of the 2009 Bonds;

WHEREAS, the form of the Official Statement (the “*Official Statement*”) to be used in connection with the 2009 Bonds has been made available to the Board in the office of the Clerk to the Board;

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

Section 1. That the 2009 Bonds are to be issued by the County for the purpose of providing funds (1) to finance the costs of the Project and (2) to pay the costs of issuing the 2009 Bonds all as set out fully in the documents attached to the County’s application to the Commission. The use of the proceeds of the 2009 Bonds to finance the Project, as described, is necessary in order to meet the expanding needs of the users of the Enterprise Systems and to assure that the Enterprise Systems remain in full compliance with all state and federal requirements for the provision of water and sewer services.

Section 2. That the use of the Financing Team in connection with the issuance by the County of the 2009 Bonds is hereby approved and that the County Manager and the Finance Director of the County are each hereby authorized to engage other professionals as may be necessary related to the issuance of the 2009 Bonds.

Section 3. That the Finance Director of the County with advice from the County Manager and bond counsel, is hereby authorized, directed and designated to file an application with the North Carolina Local Government Commission for its approval of the issuance of the 2009 Bonds.

Section 4. That the Board finds and determines and asks the Commission to find and determine from the County’s application and supporting documentation:

- (a) that the issuance of the 2009 Bonds is necessary or expedient;

(b) that the not to exceed stated principal amount of the 2009 Bonds will be sufficient but is not excessive, when added to other moneys available to the Enterprise Systems, for the proposed Project;

(c) that the Enterprise Systems as now constituted and as it will be constituted after the completion of the Project is feasible;

(d) that the County's debt management procedure and policies are excellent; and

(e) that the 2009 Bonds can be marketed at a reasonable interest cost to the County.

Section 5. That the Chairman of the Board, the County Manager and the Finance Director are hereby authorized to do any and all other things necessary to complete the steps necessary for the issuance of the 2009 Bonds.

Section 6. That the Board requests that the Commission sell the 2009 Bonds through negotiation with Merrill Lynch, Pierce, Fenner & Smith Incorporated on such terms as may be agreed on but at an initial interest rate not exceeding 4.00%.

Section 7. The form, terms and content of the Official Statement are in all respects authorized, approved and confirmed, and the use of the Official Statement by Merrill Lynch, Pierce, Fenner & Smith Incorporated in connection with the sale of the 2009 Bonds is hereby in all respects authorized, approved and confirmed.

Section 8. That the effective date of the Swap may be before the issuance of the 2009 Bonds, but the Swap has been entered into in connection with and as an interest rate hedge against the 2009 Bonds.

Section 9. That this Resolution shall become effective on the date of its adoption.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled “**RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF ENTERPRISE SYSTEMS REVENUE BONDS; REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF THE COUNTY’S ENTERPRISE SYSTEMS REVENUE BONDS; AND CERTAIN RELATED MATTERS**” was duly adopted by the following vote:

AYES:

NAYS:

STATE OF NORTH CAROLINA)
)
COUNTY OF UNION) ss:

I, *Lynn West*, Clerk to the Board of Commissioners of the County of Union, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution entitled “**RESOLUTION OF THE COUNTY OF UNION, NORTH CAROLINA, DIRECTING THE APPLICATION TO THE LOCAL GOVERNMENT COMMISSION FOR APPROVAL OF ENTERPRISE SYSTEMS REVENUE BONDS; REQUESTING LOCAL GOVERNMENT COMMISSION APPROVAL OF THE COUNTY’S ENTERPRISE SYSTEMS REVENUE BONDS; AND CERTAIN RELATED MATTERS**” adopted by the Board of Commissioners of the County of Union, North Carolina, at a meeting held on the 1st day of June, 2009.

WITNESS my hand and the corporate seal of the County of Union, North Carolina, this the ____ day of June, 2009.

Lynn West
Clerk to the Board
County of Union, North Carolina

5925 Carnegie Blvd.
Suite 104
Charlotte, NC 28209

704.731.2080 Direct
704.616.8045 Cell
704.731.2086 Fax

Memorandum

J. Walter Goldsmith
Vice President

wgoldsmith@firstsw.com

Date: May 19, 2009
To: Kai Nelson
Cc:
Subject: Forward starting interest rate swap agreement

The purpose of this memorandum is to summarize the recent conversations with Citigroup regarding the potential extension of the Effective Date on Union County's (the "County's") \$20 million interest rate swap agreement.

Background Information:

In April, we prepared an analysis for the County summarizing the available options for the County's consideration. Those options consisted of the following:

- Option 1
 - » Terminate the swap today, issue fixed rate bonds in the future
- Option 2
 - » Terminate the swap today, and issue traditional fixed rate bonds now
- Option 3
 - » Leave the swap in place, and issue variable rate bonds.
- Option 4
 - » Modify the swap by extending the Effective Date one year.

The direction given by the Board of County Commissioners during the May 4th meeting was to pursue Option 4; extending the Effective Date by one year. As you will recall, in 2007 and 2008 similar extensions of the Effective Date were negotiated with Citigroup with relative ease. However, during recent conversations with Citigroup and the County, Citigroup's representatives indicated that the turmoil in the financial markets has resulted in internal policy changes within Citigroup that would likely impact the requested extension. Specifically, in connection with the proposed extension Citigroup is requesting that 1) the County agree to post collateral on the swap, and 2) the County commit to either terminating the swap in February

This communication is for information only, not an offer, solicitation or recommendation, nor an official confirmation of any financial transaction. It is not to be considered research. The information is considered to be reliable, but First Southwest Company does not warrant its completeness or accuracy, prices and availability are subject to change without notice. We may trade, have long or short positions, or act as a market maker in any financial instrument discussed herein. Clients should consult their own advisors regarding any accounting, legal or tax aspects. Investors are instructed to read the entire Official Statement to obtain information essential to the making of an informed investment decision.



2010 or to re-couponsing the swap in February 2010 (which would almost certainly require a cash payment by the County to Citigroup). Despite our continued negotiations with the Citigroup representatives, their response has been that the market turmoil has resulted in these new more restrictive policies and they are unable to grant the same extensions which were offered in 2007 and 2008 on the transaction. Because these new requirements would place more restrictions on the County without offering the County any offsetting benefit, we do not recommend pursuing Option 4 (the extension of the effective date).

Next Steps:

The alternative option which we have been discussing ("Option 3": leave the swap in place and issue variable rate bonds) is achievable in the current market environment and would not require any additional consent or approval from Citigroup. Under this option, the County would issue variable rate bonds supported by a direct-pay Letter of Credit being offered by Bank of America. The interest rate swap with Citigroup would remain in place. Based upon preliminary conversations with the North Carolina Local Government Commission, we believe such a transaction could be completed by August.

Please let me know if you have any questions, or need additional information. Thank you for letting our firm assist you with this matter and we look forward to continuing to work with the County.

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Overview of Options

Fiscal Year End 6/30	Fixed Rate (Option 1)		Fixed Rate (Option 2)		Variable Rate (Option 3)		Variable Rate (Option 4)	
	Estimated Debt Service 4.76% assumed interest rate		Estimated Debt Service 4.76% assumed interest rate		Retain Existing Swap 3.82% assumed interest rate + 118 bp support costs		Modify Swap Effective Date 4.13% assumed interest rate + 118 bp support costs	
	Total Net Debt Service & Termination of Swap	PV of Total Net Debt Service	Net Total Debt Service	PV of Total Net Debt Service	Total Net Debt Service	PV of Total Net Debt Service	Total Net Debt Service	PV of Total Net Debt Service
2009	\$ 3,399,255	\$ 3,399,255						
2010	-	-	1,635,200	1,568,688	1,505,248	1,444,021	-	-
2011	1,434,319	1,320,009	1,632,900	1,502,764	1,495,338	1,376,163	1,577,248	1,451,547
2012	1,435,569	1,267,421	1,632,275	1,441,087	1,490,215	1,315,666	1,570,925	1,386,922
2013	1,431,444	1,212,374	1,636,275	1,383,838	1,482,800	1,253,871	1,562,118	1,323,030
2014	1,432,069	1,163,368	1,634,775	1,328,269	1,475,016	1,198,463	1,557,897	1,263,805
2015	1,434,369	1,118,032	1,634,525	1,274,046	1,471,221	1,146,737	1,547,335	1,206,085
2016	1,431,069	1,070,088	1,633,675	1,221,388	1,461,729	1,093,013	1,541,284	1,152,502
2017	1,434,194	1,028,804	1,633,650	1,171,882	1,455,096	1,043,798	1,532,727	1,099,486
2018	1,431,444	983,064	1,632,750	1,123,396	1,447,765	996,296	1,528,412	1,051,794
2019	1,431,319	944,914	1,634,063	1,078,760	1,439,171	950,098	1,517,489	1,001,801
2020	1,433,519	907,873	1,632,263	1,033,741	1,429,792	903,512	1,510,719	956,765
2021	1,434,519	871,352	1,634,263	992,908	1,423,195	864,672	1,501,353	912,138
2022	1,454,319	833,983	1,634,863	952,871	1,410,560	822,137	1,490,872	868,947
2023	1,450,956	800,101	1,631,825	912,414	1,401,662	783,721	1,485,783	829,638
2024	1,435,300	769,886	1,636,138	877,614	1,391,623	746,458	1,470,207	788,610
2025	1,431,825	736,783	1,632,263	839,923	1,384,319	712,338	1,459,243	750,891
2026	1,431,775	706,789	1,631,588	803,426	1,370,622	676,401	1,451,792	716,670
2027	1,433,763	678,982	1,632,563	773,127	1,360,410	644,244	1,437,196	680,688
2028	1,432,450	650,767	1,634,838	742,713	1,348,685	612,713	1,425,992	647,834
2029	1,434,000	624,973	1,634,500	712,336	1,339,680	583,866	1,417,107	617,610
2030	1,435,500	600,179	1,633,500	682,962	1,323,911	553,524	1,401,077	583,787
2031	1,434,250	575,265	1,634,500	653,584	1,311,373	523,980	1,387,903	556,676
2032	1,435,250	552,251	1,632,250	628,032	1,301,933	500,933	1,377,440	530,007
2033	1,433,250	529,049	1,631,750	602,321	1,284,983	474,320	1,359,048	501,660
2034	1,433,250	507,330	1,632,750	578,173	1,271,131	450,122	1,343,367	473,702
	\$ 37,798,974	\$ 23,857,496	\$ 40,839,938	\$ 24,886,722	\$ 35,077,475	\$ 21,677,312	\$ 35,452,535	\$ 21,358,555

Note: Present valued at a blended rate of 4.24%
Fixed Rate Issuances assume Market Rates as of 4/21/2009



**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 06/01/09

Action Agenda Item No. 16
(Central Admin. use only)

SUBJECT: Non-Mandated Programs within the Department of Social Services

DEPARTMENT: Department of Social Services (UCDSS) **PUBLIC HEARING:** Yes

ATTACHMENT(S):

INFORMATION CONTACT:
D. Dontae Latson

TELEPHONE NUMBERS:

704-296-4301
704-221-0088

DEPARTMENT'S RECOMMENDED ACTION: Presentation 3-5 minutes. The UCDSS respectfully requests that the BOCC review the packet of information which includes program literature, a brief description of each non-mandated program, and a PowerPoint presentation transferred to DVD for each program area. For educational purposes, this information has also been shared with media outlets including the Enquirer Journal.

BACKGROUND: Of the 36 programs and/or services offered through UCDSS, 4 of these programs are non-mandated. The non-mandated programs are listed as follows: General Assistance Fund (GA), Volunteer Services (Surplus Food & Commodity Distribution, Christmas Bureau, etc...), Union County Group Home for Children, and Community Alternative Programming for Disabled Adults and Children (CAP). Considering the financial crisis we are facing in Union County, DSS staff has taken a proactive approach to investigate the possibility of altering volunteer services and contracting services for the group home and CAP programs. Additionally, the information provided will illustrate the drastic impact of slashing the General Assistance funds from last year's budget and the 09-10 FY.

FINANCIAL IMPACT: Deciding to remove these programs and services from UCDSS would result in increased expenditures from the county budget.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

AGENDA ITEM

18
MEETING DATE 6/1/09



Date: May 18, 2009

Contact: Dr. Greg Alston, Assistant Dean for Assessment, (704) 233-8329; galston@wingate.edu

Will you help us improve the lives of local senior citizens?

These are tough economic times and the financial pressure is greatest on our most vulnerable senior citizens. With disposable income decreasing, medical care needs increasing, and their cognitive abilities waning, critical errors in judgment are becoming routine. The Kaiser foundation reported that less than 5% of Medicare Part D beneficiaries chose the best priced plan in 2006. And area pharmacists fear that seniors routinely reduce or eliminate doses of necessary drugs while simultaneously being over medicated by multiple physicians. These medication misadventures cost the health care system over 30 Billion dollars in preventable hospital admissions every year. While the Medicare Part D drug benefit was intended to ease the cost burden on seniors, the program has proven confusing and difficult to navigate for many patients.

Five of my Wingate University School of Pharmacy students recently addressed this critical defect in the administration of the Medicare Part D program. They held an event for local seniors at Our Lady of Lourdes Catholic Church. Seniors were encouraged to put all of their medications in a "Brown Bag" and bring it to my students for review. The review screened for duplicate therapies, untreated conditions, side effects, and drug interactions. After identifying the most cost effective plan for each patient the students identified lower cost drug options that could provide the patient with similar therapeutic benefit to their existing expensive drugs. The seniors were comforted to know that our review respected their privacy and was independent of any conflicting affiliation with a drug company, retailer or insurer.

With the help of Parsons Drug Store in Wadesboro, a total of 50 patients were reviewed as part of this pilot project. The average annual savings for each patient was potentially \$438.41 by switching to the lowest cost Medicare Part D plan with a combined annual potential savings of \$1303.45 from including therapeutic substitutions.

This student project was selected by WUSOP Faculty to submit to The American Association of Colleges of Pharmacy Community Engaged Service Award for 2009. Winning this award would not only provide recognition for these deserving students but grant funding so that they could expand the project to reach more seniors during the critical Fall enrollment sign up period of November 15th to December 31, 2009. A key element of this award submission package is a personal recommendation letter from local community leaders.

Will you please help us by writing a one page letter on your own letterhead in support of this student project?

The goals of the project are to (1) help seniors choose the most cost effective Medicare Part D drug plan, (2) help seniors identify cost saving drugs that may provide equivalent therapeutic benefit, and (3) help seniors understand the importance of taking their medications properly to avoid under-treatment or over-treatment of their disease states.

The specific questions you should address are:

Why do you believe this project is worthwhile?

How would you expect this project to positively benefit your community?

Would this project help seniors get appropriate care at a lower cost?

Would this project improve seniors understanding of their drugs and medicine?

Do you think it is important for students to engage with their community?

With your support we hope to win this award and improve our ability to help strengthen our community by improving the quality of our senior citizens final years. Thank you in advance for your assistance in this venture and we look forward to working with you in the future. Unfortunately we are on a short deadline and need to have our support letters collected by May 27, 2009. If you have any questions or concerns please call. Please mail the original to me at the address below but I would appreciate it if you could fax a copy as well to 1-888-870-2519. Alternatively a PDF version could be emailed to me at galston@wingate.edu

Sincerely,

A handwritten signature in black ink that reads "Greg Alston". The signature is written in a cursive style with a large, stylized "G" and "A".

Dr. Greg Alston PharmD
Assistant Dean
Wingate University School of Pharmacy
Campus Box 3087
Wingate, North Carolina 28174-0159
galston@wingate.edu
704-233-8329 Phone
888-870-2519 Fax

June 1, 2009

The American Association of Colleges
of Pharmacy

Re: Wingate University School of Pharmacy Project Submission -
Community Engaged Service Award for 2009

Dear Ladies and Gentlemen:

The Union County Board of Commissioners applauds the efforts of the Wingate University School of Pharmacy students to provide the Medicare Improvement Project to Senior Citizens. Government has many responsibilities to its citizens, but none is more important than protecting those that cannot help themselves. While many seniors are outwardly living a busy life they are unable to comprehend and execute sophisticated decisions without assistance. No decision is more important than making quality healthcare choices. However, no program is really designed to make these choices for seniors.

It is our understanding that the program developed by these students assists Medicare recipients to better understand the Medicare Part D Program and its options. Armed with this better understanding, Union County seniors have been able to make wise choices regarding benefit options. The savings in terms of disposable income for these folks have been tremendous.

We support the students' efforts to assist our senior citizens in making decisions that provide them with medication options that can be purchased within their financial limitations. We hope that you will look favorably upon their application for the Service Award and will be in a position to recognize them for their initiative, concern for the welfare of the senior citizens, and for their hard work in promoting their program.

Sincerely,

Lanny Openshaw, Chairman
Union County Board of Commissioners

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 6/1/09

Action Agenda Item No. 20
(Central Admin. use only)

SUBJECT: Appointment of Tax Administrator

DEPARTMENT: Tax/Legal

PUBLIC HEARING: No

ATTACHMENT(S):

John Petoskey's (i) resume; (ii)
Background and Working Knowledge;
and (iii) Tax Office Accomplishments

INFORMATION CONTACT:

Al Greene
John Petoskey
Jeff Crook

TELEPHONE NUMBERS:

704-283-2625
704-283-3748
704-283-3673

DEPARTMENT'S RECOMMENDED ACTION: Consider Appointment of John Petoskey for Four-Year Term as Tax Administrator, i.e. Assessor and Tax Collector

BACKGROUND: Like many larger jurisdictions, Union County has consolidated the offices of Tax Collector and Assessor into a professional Tax Administrator position. This position has been filled by John Petoskey since 2003. Mr. Petoskey was initially appointed in 2003 to fill an unexpired term through June, 2005, at which time he was appointed for a four-year term. The current term expires at the end of June, and it thus time for re-appointment.

Pursuant to G.S. 105-294, the County Assessor is appointed by the Board of Commissioners for a term of not less than two nor more than four years. The Assessor must meet the following requirements: (1) Be at least 21 years of age as of the date of appointment; (2) Hold a high school diploma or certificate of equivalency, or in the alternative, have five years employment experience in a vocation which is reasonably related to the duties of county assessor; (3) Within two years of the date of appointment, achieve a passing score in courses of instruction approved by the Department of Revenue covering various topics; and (4) Upon completion of the required four courses, achieve a passing grade in a comprehensive examination in property tax administration conducted by the Department of Revenue. The Assessor also has continuing educational requirements. Pursuant to G.S. 105-349, the Tax Collector is appointed by the Board of Commissioners for a term of not less than one year (or in the event appointed in or after July, for the remainder of the fiscal year). The Collector must be "a person of character and integrity whose experience in business and collection work is satisfactory to the governing body." The Assessor and Collector can be removed from office during a term for good cause

after notice and an opportunity for hearing.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

Manager Recommendation:

Contract / Purchase Order Summary of Major Terms and Conditions

6-01-2009

Reference	Vendor Name	Purpose	Payment Terms	Comprehensive Plans	B.A.	S#
Consent Agenda Item - Contracts / Purchase Orders Over \$20,000 (List)						
A	Thomas A. Ebert	Professional services agreement to provide commercial/industrial real property valuation appraisal support for the Tax Administration Department. This is the annual renewal of the agreement.	\$ 58,800 Lump sum amount NTE.	Operating Budget – 2010	n/a	2253
B	South Piedmont Community College	Renewal of agreement to provide educational service to Work First participants (job search skills, academic skills testing and evaluation).	\$ 57,863 Estimated annual amount (NTE).	Operating Budget – 2010	n/a	2255
C	Employment Security Commission	Renewal of agreement to provide employment services for Work First participants (job development, search and placement).	\$ 47,743 Estimated annual amount (NTE).	Operating Budget – 2010	n/a	2250
D	North Carolina Alliance of Public Health Agencies, Inc.	Agreement to provide public health contract personnel (certified health care service professionals) on an as needed basis.	\$ 150,000 Estimated annual amount (NTE).	Operating Budget – 2010	n/a	2256
E	Software House International	Renewal of agreement to provide antivirus software.	\$ 24,841 Lump sum amount NTE.	Operating Budget – 2009	n/a	Req. 509
F	Davenport Group	Renewal of annual hardware and software maintenance and support agreement for the primary and replication compellant SAN units (storage area network units, disk space storage for the servers).	\$ 17,500 Hardware	Operating Budget – 2009	n/a	Req. 519
			3,077 Software			
G	CDW Government Inc.	Renewal of annual maintenance and support agreement for the operating software that most of the County's Windows servers utilize.	\$ 20,000 Lump sum amount NTE.	Operating Budget – 2009	n/a	Req. 517

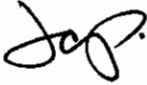
AGENDA ITEM
7/12-8
MEETING DATE 6/1/09



UNION COUNTY
Office of the Tax Administrator#
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM
7/2a
MEETING DATE 6/1/09
704-283-3848
704-283-3897 Fax

TO: Lynn West
Clerk to the Board

FROM: John Petoskey 
Tax Administrator

DATE: May 12, 2009

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending April 30, 2009 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

JP/PH

**APRIL 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

APRIL 30, 2009 REGULAR TAX	2009	2008	2007	2006
BEGINNING CHARGE	250,443.19	143,633,128.09	116,277,270.51	96,257,180.12
DISCOVERIES	19,509.12	2,979.46		
FARM DEFERMENTS		2,699.98	1,217.40	1,101.46
RELEASES	(438.62)	(7,931.48)	(1,465.96)	(414.84)
TOTAL CHARGE	269,513.69	143,630,876.05	116,277,021.95	96,257,866.74
BEGINNING COLLECTIONS	26,172.60	137,067,225.84	115,248,083.11	95,755,467.65
COLLECTIONS	26,106.47	816,891.04	51,196.34	13,571.41
TOTAL COLLECTIONS	52,279.07	137,884,116.88	115,299,279.45	95,769,039.06
BALANCE OUTSTANDING	217,234.62	5,746,759.17	977,742.50	488,827.68
PERCENTAGE OF REGULAR	19.40%	96.00%	99.16%	99.49%
APRIL 30, 2009 MOTOR VEHICLE				
BEGINNING CHARGE		9,947,746.42	12,060,714.67	10,334,466.56
11TH M/V BILLING		942,702.77		
ASSESSOR RELEASE		(6,002.69)	(576.08)	(343.95)
ASSESSOR REFUND		(1,049.88)	(818.23)	(116.47)
COLLECTOR RELEASE		(7,891.28)	(227.34)	
COLLECTOR REFUND		(2,464.54)	(646.98)	
REIMBURSEMENTS		5,138.34	4,025.84	228.59
ADJUSTMENTS		17.39	(0.26)	(0.65)
TOTAL CHARGE	-	10,878,196.53	12,062,471.62	10,334,234.08
BEGINNING COLLECTIONS		8,247,129.99	11,837,819.59	10,233,800.16
COLLECTIONS		892,316.70	23,554.77	2,114.14
TOTAL COLLECTIONS	-	9,139,446.69	11,861,374.36	10,235,914.30
BALANCE OUTSTANDING		1,738,749.84	201,097.26	98,319.78
PERCENTAGE OF MOTOR VEHICLE	0.00%	84.02%	98.33%	99.05%
OVERALL CHARGED	269,513.69	154,509,072.58	128,339,493.57	106,592,100.82
OVERALL COLLECTED	52,279.07	147,023,563.57	127,160,653.81	106,004,953.36
OVERALL PERCENTAGE	0.00%	95.16%	99.08%	99.45%

**APRIL 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

APRIL 30, 2009 REGULAR TAX	2005	2004	2003	2002
BEGINNING CHARGE	86,248,506.59	75,937,325.39	60,651,764.73	51,673,983.06
DISCOVERIES				
FARM DEFERMENTS	1,084.31			
RELEASES	(237.70)	(22.42)	(22.61)	
TOTAL CHARGE	86,249,353.20	75,937,302.97	60,651,742.12	51,673,983.06
BEGINNING COLLECTIONS	85,975,173.81	75,754,198.08	60,526,522.09	51,585,164.46
COLLECTIONS	3,161.16	2,195.84	368.18	346.17
TOTAL COLLECTIONS	85,978,334.97	75,756,393.92	60,526,890.27	51,585,510.63
BALANCE OUTSTANDING	271,018.23	180,909.05	124,851.85	88,472.43
PERCENTAGE OF REGULAR	99.69%	99.76%	99.79%	99.83%
APRIL 30, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	10,040,734.87	-	-	-
11TH M/V BILLING		-	-	-
ASSESSOR RELEASE	(81.35)	-	-	-
ASSESSOR REFUND		-	-	-
COLLECTOR RELEASE		-	-	-
COLLECTOR REFUND		-	-	-
REIMBURSEMENTS	562.82	-	-	-
ADJUSTMENTS	(0.62)	-	-	-
TOTAL CHARGE	10,041,215.72	-	-	-
BEGINNING COLLECTIONS	9,965,204.63	-	-	-
COLLECTIONS	970.31	-	-	-
TOTAL COLLECTIONS	9,966,174.94	-	-	-
BALANCE OUTSTANDING	75,040.78	-	-	-
PERCENTAGE OF MOTOR VEHICLE	99.25%			
OVERALL CHARGED	96,290,568.92	75,937,302.97	60,651,742.12	51,673,983.06
OVERALL COLLECTED	95,944,509.91	75,756,393.92	60,526,890.27	51,585,510.63
OVERALL PERCENTAGE	99.64%	99.76%	99.79%	99.83%

**APRIL 2009
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

APRIL 30, 2009 REGULAR TAX	2001	2000	1999	1998
BEGINNING CHARGE	48,122,732.72	43,553,051.95	40,736,778.57	37,964,034.52
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
TOTAL CHARGE	48,122,732.72	43,553,051.95	40,736,778.57	37,964,034.52
BEGINNING COLLECTIONS	48,057,621.60	43,508,830.23	40,697,668.28	37,936,403.56
COLLECTIONS	165.54	13.36		55.61
TOTAL COLLECTIONS	48,057,787.14	43,508,843.59	40,697,668.28	37,936,459.17
BALANCE OUTSTANDING	64,945.58	44,208.36	39,110.29	27,575.35
PERCENTAGE OF REGULAR	99.87%	99.90%	99.90%	99.93%
APRIL 30, 2009 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
11TH M/V BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	48,122,732.72	43,553,051.95	40,736,778.57	37,964,034.52
OVERALL COLLECTED	48,057,787.14	43,508,843.59	40,697,668.28	37,936,459.17
OVERALL PERCENTAGE	99.87%	99.90%	99.90%	99.93%



UNION COUNTY
Office of the Tax Administrator AGENDA ITEM 704-283-3746
500 N. Main Street, Suite 236 # 7/26 704-292-2588 Fax
P.O. Box 97
Monroe, NC 28111-0097 MEETING DATE 6/1/09 John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Lynn West
Central Administration

FROM: John C. Petoskey
Tax Administrator

DATE: May 12, 2009

RE: TENTH Motor Vehicle Billing (**Revised**)

I hereby certify a **Revised TENTH** Motor Vehicle Billing Valuation under the staggered program as required by N.C.G.S.105-330. This revision exhibits a \$169.91 increase to Lake Park Tax. Attached hereto is a list of the values, rates and taxes for each taxing unit.

JCP: jw

Motor Vehicle Billing Summary for the period 03/01/2009 to 03/31/2009

NOTE: Information for this report is taken from original billing records only,
and DOES NOT include any subsequent changes or adjustments to vehicle
situs or value.

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	Count	-----Total----- ---Value---	-----Tax-----
10	County.....	CN999999	2008	2006	4	36,953	226.43
10	County.....	CN999999	2008	2007	102	908,500	6,465.34
10	County.....	CN999999	2008	2008	12,195	119,799,935	796,664.49
Totals.....					12,301	120,745,388	803,356.26
Totals.....					0	0	.00
32	Fire Dist - Springs.....	FR015	2008	2006	1	2,783	.43
32	Fire Dist - Springs.....	FR015	2008	2007	6	29,220	8.71
32	Fire Dist - Springs.....	FR015	2008	2008	673	5,658,341	1,731.38
39	Fire Dist - Stallings.....	FR020	2008	2007	22	199,590	51.04
39	Fire Dist - Stallings.....	FR020	2008	2008	1,166	11,787,574	4,785.53
38	Fire dist - Hemby Bridge..	FR023	2008	2006	1	13,780	6.39
38	Fire dist - Hemby Bridge..	FR023	2008	2007	18	145,390	52.11
38	Fire dist - Hemby Bridge..	FR023	2008	2008	1,370	14,586,413	7,190.94
37	Fire dist - Wesley Chapel:	FR026	2008	2006	1	4,350	.66
37	Fire dist - Wesley Chapel:	FR026	2008	2007	10	169,860	28.36
37	Fire dist - Wesley Chapel:	FR026	2008	2008	1,811	25,593,120	4,888.35
34	Fire Dist - Waxhaw.....	FR028	2008	2007	3	26,160	13.42
34	Fire Dist - Waxhaw.....	FR028	2008	2008	875	8,546,523	2,119.62
Totals.....					5,957	66,763,104	20,876.94
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2007	2	48,100	24.06
78	220125 Taxes Payable - Marvin.....	MN01000	2008	2008	245	3,970,670	1,986.00
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2007	13	96,900	586.42
78	220130 Taxes Payable - Monroe.....	MN02000	2008	2008	1,779	13,811,849	76,944.17
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2007	1	8,570	33.42
78	220170 Taxes Payable - Wingate.....	MN03000	2008	2008	114	769,430	3,000.86
78	220120 Taxes Payable - Marshville...	MN04000	2008	2007	1	670	2.55
78	220120 Taxes Payable - Marshville...	MN04000	2008	2008	124	839,949	3,191.78
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2007	1	10,740	36.52
78	220150 Taxes Payable - Waxhaw.....	MN05000	2008	2008	442	5,044,984	17,152.93
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2007	21	195,310	282.94
78	220110 Taxes Payable - Indian Trail..	MN06000	2008	2008	1,694	17,768,129	25,764.30
78	220140 Taxes Payable - Stallings.....	MN07000	2008	2007	15	131,520	328.84
78	220140 Taxes Payable - Stallings.....	MN07000	2008	2008	762	7,959,273	17,430.74
78	220160 Taxes Payable - Weddington...	MN08000	2008	2006	2	20,390	6.12
78	220160 Taxes Payable - Weddington...	MN08000	2008	2007	2	11,840	3.55
78	220160 Taxes Payable - Weddington...	MN08000	2008	2008	595	7,638,665	2,291.91
78	220115 Taxes Payable - Lake Park.....	MN09000	2008	2007	3	30,100	69.23

Motor Vehicle Billing Summary for the period 03/01/2009 to 03/31/2009

NOTE: Information for this report is taken from original billing records only and DOES NOT include any subsequent changes or adjustments to vehicle situs or value.

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	Count	-----Total----- ---Value---	---Tax---
78 220115	Taxes Payable - Lake Park....	MN09000	2008	2008	624	1,807,860	12,236.03
78 220175	Taxes Payable - Fairview.....	MN09300	2008	2008	122	1,223,015	244.64
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2008	2007	2	10,570	1.62
78 220145	Taxes Payable - Hemby Bridge..	MN09500	2008	2008	67	547,365	137.95
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2007	2	29,870	5.97
78 220165	Taxes Payable - Wesley Chapel:	MN09700	2008	2008	341	4,183,450	690.24
78 220135	Taxes Payable - Unionville....	MN09800	2008	2007	3	28,360	5.68
78 220135	Taxes Payable - Unionville....	MN09800	2008	2008	323	2,709,370	541.70
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2008	2007	1	8,210	2.22
78 220155	Taxes Payable - Mnrl Sprngs..	MN09900	2008	2008	167	1,318,454	329.81
Totals.....					7,468	70,223,613	163,332.20
Grand Totals.....							987,565.40

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: May 21, 2009

Action Agenda Item No. 7/3
(Central Admin. use only)

SUBJECT: NEW DENTAL PROCEDURE

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):

INFORMATION CONTACT:
Phillip Tarte

TELEPHONE NUMBERS:

704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Accept a new Dental procedure and fee.

BACKGROUND: The Health Department Dental Clinic would like to offer a hard night guard as a new Dental procedure and, in accordance with Medicaid rates, a fee of \$225 would be charged. This procedure and fee were approved by the Board of Health during its May 11, 2009, meeting.

FINANCIAL IMPACT: No financial impact to the County.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____
