

**BOARD OF UNION COUNTY COMMISSIONERS
REGULAR MEETING
AGENDA
July 9, 2019**

UNION COUNTY, NM
DOCUMENT #201900525
07/5/19 02:51:41 PM
1 of 1
BY Brenda Green

9:00 a.m.

1. Call to order
2. Pledge of Allegiance
3. Approval of agenda and minutes
4. Hospital Report

5. Discussion/Possible Action Items
 - i. CHS Board Member Confirmation
 - ii. Resolution #107-29 Budget Increase for Fund 600
 - iii. Resolution #2020-03 EPCOG Participation
 - iv. Resolution #2020-04 Coop Agreement with NMDOT
 - v. Resolution #2020-05 CAP Agreement with NMDOT
 - vi. Resolution #2020-06 School Bus Agreement with NMDOT
 - vii. Resolution #2020-07 Coop project match waiver
 - viii. Resolution #2020-08 CAP project match waiver
 - ix. TEFRA public hearing on proposed issuance of loan with NMFA for UCGH
 - x. Ordinance #2019-39 Execution & Delivery of a Loan Agreement with New Mexico Finance Authority for Union County General Hospital
 - xi. Approval of Bills
 - xii. Clint Harden & Associates Lobby Contract FY 2020
 - xiii. Emergency Manager job description
 - xiv. Road Crossing Permits
 - xv. Inventory Items Disposition – Road Department International Water Truck
 - xvi. Healthcare Assistance - Approval of Claims
 - xvii. County Travel Requests
 - xviii. Comprehensive Plan Update
 - xix. Professional Contract approval with Consensus Planning
 - xx. Kiser Building Update
 - xxi. FY 2020 Budget Workshop
 - xxii. Resolution #2020-02 FY 2019 4th Quarter Report Approval
 - xxiii. Resolution #2020-01 Budget 2020 Approval

10:00 a.m. Citizen's Forum

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

Adjourn

As of 7/3/2019

Next Meeting August 13, 2019 @ 9:00
Joint Meeting with Town of Clayton September 10, 2019 @9:30

**BOARD OF UNION COUNTY COMMISSION
REGULAR MEETING
June 11, 2019**

BOARD MEMBERS PRESENT:

Chairman Justin K. Bennett Commissioner W. Carr Vincent Commissioner Clayton F. Kiesling

OTHERS PRESENT:

Clerk Mary Lou Harkins Treasurer Brandy Thompson Sheriff James Lobb
Mgr. Angie Gonzales Admin. Assistant Cheryl Garcia Fire Coordinator Jim O'Bryant
Emergency Mgr. Dusty Russell Road Superintendent Russell Kear

GUESTS:

Duane Enger, Director/Project Development & Project Mgr. - PNE (Pure New Energy) - Gladstone New Energy Wind Farm Project
Tammi Stump, CEO - Union County General Hospital
Melissa Prante, CFO - Union County General Hospital
Raymond Mondragon - Economic Development/ Government Affairs at Eastern Plains Council of Governments (EPCOG)
Sandy Chancey, Executive Director - Eastern Plains Council of Governments (EPCOG)
Sue Richardson, Reporter - Union County Leader
George Gonzales
Judy Steen, Council Member - Town of Clayton
Keith Barrus - Union County Corporation Development Commission

At 9:01 a.m., Chairman Bennett called the meeting to order in the Union County Commissioner's Office, located in the Union County Courthouse. The pledge of allegiance was recited.

Commissioner Vincent moved to approve the agenda and the regular meeting minutes of May 14, 2019. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried. The minutes were signed.

HOSPITAL REPORT

Tammie Stump, CEO, distributed copies of the "County Commissioner Monthly Hospital Report, Union County General Hospital, Tammie Stump, CEO, dated June 11, 2019" (three pages), attached as an exhibit.

Stump reported on the following (but not limited to the following): **Des Moines Clinic Update; Business Office/Revenue Cycle Update; Financial Assistance Update; Radiology Report; Plant Services; Old**

Family Practice Clinic; purchased three lots behind the old clinic. These lots will be used for the dental office and will use the same address as the clinic; and the **Hospital Addition HVAC**. Stump also reported that they have received one letter of interest submitted by Nick Diller. The Board decided to advertise for this position again. This item will remain as an action item for the hospital board's agenda. Lastly, Stump reported on dentist and physician recruitment.

The following reports were e-mailed to the County manager: Patient Volumes and Utilization Statistics, Physician Utilization, Operating Performance, Operating Rations, Patient Revenue Analysis, Trends, Summary Cash Flow Analysis, Supply Chain Trend, Business Office Elements, Income Statement, Balance Sheet and Statement of Cash Flows.

Melissa Prante, CFO, reported on the following (but not limited to the following): Statistics and Statement of Revenue and Expenses YTD as reflected in the attached (one page) report, "Clayton Health Systems, Inc., Clayton Family Practice Executive Financial Summary 10th Month FY 2019"; Statistics, Statement of Revenue and Expenses YTD and Balances as reflected in the attached (one page) report, "Clayton Health Systems, Inc., Union County General Consolidated Executive Financial Summary 10th Month FY 2019".

At 9:30 a.m., the meeting recessed for the attendance of the Joint Communications Meeting. At 10:47 a.m., the meeting resumed.

CITIZEN'S FORUM

No visitors were present for the citizen's forum.

DISCUSSION /POSSIBLE ACTION ITEMS

CHS BOARD MEMBER CONFIRMATION

There was no discussion had or action taken.

RESOLUTION 107-26 DESIGNATING THE LOCATION OF ELECTION DAY POLLING PLACES FOR ALL STATEWIDE ELECTIONS CONDUCTED IN 2020 & 2021 AND APPOINTING THE BOARD OF REGISTRATION

A proposed resolution designating Election Day polling places for all statewide elections conducted in 2020 & 2021, and for the appointment of the Board of Registration was reviewed and discussed. Polling places will remain the same as in the past except for, that all polling places will now be Voting Convenience Centers, which will make voting more convenient and accessible to voters. All voters in the County may vote at any polling location regardless of where they live. Discussion followed.

The following voters were recommended as members and alternates to the Board of Registration (BOR): Christy H. Baird (R), Katherine E. Barnes (R), Lewie C. Baker (D), Wanna T. Hall (R) (Alternate), Lindsey D.

Fluhman (R) (Alternate), Paul D. Arrington (DTS) (Alternate) and Talisha Valdez (D) (Alternate). The BOR will serve from July 1, 2019, through June 30, 2021. Discussion followed.

Commissioner Vincent moved to approve Resolution #107-26, a resolution designating the location of Election Day polling places for all statewide elections conducted in 2020 and 2021 and the appointment of the Board of Registration Members for Union County. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried. Resolution signed.

RESOLUTION #107-27 NOTICE OF NMFA LOAN AGREEMENT ORDINANCE TO REFINANCE LOAN #PPRF-2334

Mgr. Gonzales explained the proposed resolution. The resolution declares the intent of the Board of County Commissioners of Union County, New Mexico (the "County") to hold a public hearing, and to consider for adoption an ordinance authorizing the execution and delivery of a loan agreement and intercept agreement by and between the County and the New Mexico Finance Authority, evidencing a special limited obligation of the County to pay a principal amount not to exceed \$1,353,328, together with interest thereon, for the purpose of refinancing Loan No. PPRF-2334 dated October 16, 2009 from the New Mexico Finance Authority for improvements and renovations and the acquisition of equipment at the Union County Hospital, to pay a processing fee and to fund a loan agreement reserve account; and authorizing and directing the publication of a notice of meeting and public hearing on the refinancing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (a "tefra hearing") and notice of meeting to consider final passage of an ordinance authorizing the loan agreement and intercept agreement in a newspaper of general circulation within the County was reviewed and discussed.

A proposed Notice for Publication was also reviewed and discussed. The proposed public hearing date was for the 9th day of July 2019, at 9:00 a.m., or as soon thereafter as possible, in the County Commission Chamber of the Union County Courthouse, located at 200 Court Street, Clayton, New Mexico. The public hearing will be held concerning the proposed execution and delivery of a Tax-Exempt Loan Agreement (the "Loan Agreement") by and between the Union County, New Mexico (the "County") and the New Mexico Finance Authority in an aggregate principal amount not to exceed \$1,353,328. The proceeds of the Loan Agreement are to be used to provide funds to the County to refinance Loan No. PPRF-2334 dated October 16, 2009, for improvements and renovations and the acquisition of equipment at the Union County General Hospital (the "Hospital") and pay costs of issuance (the "Project"), to pay a processing fee and to fund of a loan agreement reserve fund in connection with the Loan Agreement. The owner of the Hospital is the County. The operator of the Hospital is Clayton Health Systems, Inc., a New Mexico nonprofit corporation, its successors or assigns. The location of the Project is 301 Harding Street, Clayton, New Mexico, which is the existing location of the hospital facilities commonly known as Union County General Hospital.

Commissioner Kiesling moved to approve Resolution #107-27, a resolution to start the process of refinancing the hospital's fourth loan. Commissioner Vincent seconded. There was no further discussion. Vote: All YES. Motion carried. Resolution signed.

RESOLUTION NO. #107-28 ENDORSEMENT OF TEXAS TECH VET SCHOOL

A proposed resolution supporting Texas Tech University School of Veterinary Science was reviewed and discussed. Commissioner Vincent explained that the school will serve the Four-State area and benefits the State of New Mexico.

Commissioner Vincent moved to approve Resolution #107-28, a resolution supporting the Texas Tech University School of Veterinary Science. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried. Resolution signed.

COMPREHENSIVE PLAN CONTRACTOR DISCUSSION

Mgr. Gonzales reported on the following: Consensus Planning will be the facilitator/contractor for Union County' comprehensive plan; the fee for services was \$48,000 plus GRT's; Union County received a grant from New Mexico Finance Authority in the amount of \$50,000 because the County's comprehensive plan will include a component which updates the LEDA Ordinance. Mgr. Gonzales will reach out to Tim Hagaman, New Mexico Economic Development Division; Jackie Fishman, Planner with Consensus Planning (CP) would like to arrange the first of two public meetings for the Town and the County, in three separate locations, during the 3-4th week of June. Discussion followed. 4th week of June was available for the Board. Gonzales will negotiate meeting dates, locations and times with Fishman and will publish notice. Chairman Bennett asked that the Road Superintendent, Russell Kear, and Emergency Manager Dusty Russell be present during these meetings. Bennett asked that they come with county map(s) so that information can be gathered about county resources and where they are located.

APPROVAL OF BILLS

The Board reviewed and discussed bills in the amount of \$162,823.29.

Commissioner Vincent moved to approve the payment of bills in the amount of \$162,823.29. Commissioner Kiesling seconded. There was no further discussion. Vote: All Yes. Motion carried.

ROAD CROSSING PERMITS

Permit No. 349 submitted by Permittee, NM Gas Company, for the purpose of allowing Permittee to lay pipe or cable for the purpose of a gas distribution line across Cowan and Speer Road, and Permit No. 350 submitted by ENMR Telephone Cooperative for the purpose of allowing Permittee to lay pipe or cable for the purpose of fiber optic telecommunication lines longitudinally along Miera Road was reviewed and discussed.

Commissioner Vincent moved to approve road crossing Permits No. 349 and 350. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried. Permits signed.

INVENTORY ITEMS DISPOSITION - ROAD DEPARTMENT INTERNATIONAL WATER TRUCK

A "Disposition Inventory Items Auction List 06/11/2019" was reviewed and discussed. The list included the following: two Craftsman riding tractor lawn mowers, one Starcraft Travel Star Camper, one sand colored medium sized Connex, one green colored smaller size Connex container, two Stage 42 in. Craftsman snow blower attachment, and one camouflage colored smaller Connex container. Discussion followed. If approved, Mgr. Gonzales will list these items for sale on govdeals.com. Mgr. Gonzales reported on various sales made on govdeals.com.

Commissioner Kiesling moved to approve disposition of inventory items on the auction list dated 06/11/2019. Commissioner Vincent seconded. There was no further discussion. Note: All YES. Motion carried. Disposition list signed.

HEALTH CARE ASSISTANCE

No health care assistance claims were presented for consideration.

COUNTY TRAVEL REQUESTS

The following employees reported/requested travel approval: **Commissioner's Bennett and Vincent, Clerk Harkins, Deputy Clerk Brenda Green, GIS Coordinator Levon Sink and Deputy Assessor Hollie Cruz** will be attending the Annual New Mexico Counties Summer Conference in Clovis during the week of June 16th through the 21st. **Commissioner Kiesling** will attend a NERTPO/NEEDO meeting on June 26th in Springer. All travel approved.

KISER BUILDING UPDATE AND ARCHITECT AGREEMENT RATIFICATION

Mgr. Gonzales reported on the following: The contract with Alpha Designs Architect has been signed. The contract was in the amount of \$60,000 which was within procurement for professional services; Gonzales spoke with the County's financial advisor, Mike Newman, Managing Director - Hilltop Securities, about the most cost-efficient source of funding. Newman suggested that the County go through the New Mexico Finance Authority as they have the best rates. Discussion followed. The Board agreed that they would like to complete the building project in its entirety and secure the funding needed to do so.

At 12:06 p.m., the meeting recessed for lunch. At 1:46 p.m., the meeting resumed.

FY 2020 BUDGET WORKSHOP

Department budgets were discussed which included the following (but not limited to the following): Police Department dispatch call volumes from October 2017 to September 2018 totaled 425. There were 44 calls outside city limits and 43 helicopter standbys; Soil & Water Conservation water test funding; and, road department crusher funding. Mgr. Gonzales reminded us that the preliminary budget was due June 1st. The final due date is July 31st. Gonzales intends on submitting the final budget by July 19th.

ROAD SUPERINTENDANT'S REPORT

Superintendent Kear reported on the following (but not limited to the following): routine countywide road maintenance; relocate/clean cattle guards; Royce Road project is almost complete; will be working on Garcia Road.

ELECTED OFFICIAL'S REPORTS

Sheriff Lobb reported on the following (but not limited to the following): In May, participated in Clayton Municipal School Symposium, and the "Fun Day" at the Alvis Elementary which resulted in the finger printing of 250 kids for identification purposes; "Click or Ticket" via a saturation patrol was conducted; academy application for Deputy Sheriff Adriano Mayness has been accepted and will be pre-assessed on June 24th; Undersheriff Schear continues with department training.

Commissioner Kiesling reported on the following (but not limited to the following): was unable to attend the NERTPO meeting, but reported that the long-range transportation plan is being updated; library board meeting attendance; a letter of appreciation has been sent to the New Mexico Department of Energy, Minerals and Natural Resources Department pursuant to the Clayton Lake State Park dinosaur track assessment tour/assessment at the end of April; As a member of the Census Complete Count Committee, Kiesling asked for representative from up north to be a member of this census committee. Current members are himself, Andrea Kiesling, Ernest Sanchez, Donna Kimble, Ilene Taylor, and Eva Lawrence. Discussion followed.

Chairman Bennett reported on the following (but not limited to the following): Attendance of the special insurance pool meeting in Santa Fe and the re-insurance issue for the New Mexico counties. This item will be voted on during the New Mexico Counties Board meeting during the summer conference in Clovis; and Bennett was a recent participant in Oklahoma State University Drought Study involving Las Animas County in Colorado, Union County and Cimarron County in Oklahoma.

Meeting Announcements: The next regular meeting will be held on Tuesday, July 9, 2019, at 9:00 a.m. The next Joint Communications meeting is scheduled for Tuesday, September 10, 2019, at 9:30 a.m.

Following the elected official's reports, a tour of the Kiser Building was given my Mgr. Gonzales.

ADJOURN: At 3:40 p.m., Commissioner Vincent moved to adjourn. Commissioner Kiesling seconded. There was no further discussion. Vote: All YES. Motion carried. Meeting adjourned.

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

ATTEST

Justin K. Bennett - Chairman

SEAL

W. Carr Vincent - Vice Chairman

Mary Lou Harkins - Clerk

Clayton F. Kiesling - Member

DRAFT

I, Mary Lou Harkins, Union County Clerk, do hereby certify that the Community Outreach/Work Session Notice, was posted at the Clayton City Office, Union County Courthouse, Union County Clerk's Office, Clayton Post Office, A.W. Thompson Memorial Library as well as on Union County's Facebook page.

BOARD OF UNION COUNTY COMMISSION
COMMUNITY OUTREACH/WORK SESSION MEETING
June 25-26, 2019

BOARD MEMBERS PRESENT:

Chairman Justin K. Bennett Commissioner W. Carr Vincent Commissioner Clayton F. Kiesling

OTHERS PRESENT:

Clerk Mary Lou Harkins

Various guests were in attendance.

Presentations were delivered by Jacqueline Fishman, AICP, Principal of Consensus Planning, a Landscape Architecture, Urban Design and Planning Services, Union County at the Sedan Fire Station on June 25, 2019, a joint presentation for both the Town of Clayton and Union County at the Clayton Civic Center and on June 26, 2019 for Union County at the Des Moines Senior Citizen Center to initiate public discussions required to update the Union County Comprehensive Plan. A copy of the schedule of meetings is attached as an exhibit. Fishman introduced Charlene Johnson, planner, with Consensus who assisted Fishman with the presentation. Fishman relayed that the following individuals will also be assisting during the planning process for both Union County and the Town of Clayton: Omega Delgado and Michael Vaus. Fishman delivered a visual presentation which is also attached as an exhibit. The purpose of the meetings was to gather public input on the future of Union County.

An interactive exercise was conducted with the attendees. Attendees answered the following questions: "What is special about Union County? What are things that make Union County what it is? What are the things in Union County that you want to maintain in the future?" Information from the exercises will be used for planning purposes.

The following items (but not limited to the following) were discussed: The last comprehensive plan was done in 2002; Fishman urged the County to develop a "steering committee"; A County "Community Survey" will be used as part of the community input process. The survey will go live and will be made available to the public on the County's website. Hard copies will also be made available. The survey will be due at the end of July; the 2nd series of meetings will occur at the end of August or beginning of September. A plan draft will be presented during the 2nd round of meetings; adoption of an updated plan will occur by February or March of 2020; Fishman suggested that an Affordable Housing Plan be adopted by the County to assist with housing issue such as the Metropolitan Redevelopment Area Plans. These types of plans may allow for the donation of public properties/resources which may be utilized by affordable housing programs.

Fishman encouraged attendees to reach out to her with any type of suggestions or inquiries. The work sessions were informational only and no actions or decisions were made by the commissioners.

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

ATTEST

Justin K. Bennett - Chairman

SEAL

W. Carr Vincent - Vice Chairman

Mary Lou Harkins - Clerk

Clayton F. Kiesling - Member

DRAFT



**Union County Consolidated
Consolidated Operations Review**
For the Period Ending May 31, 2019

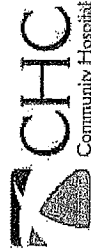
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(Unaudited)



Patient Volumes and Utilization Statistics
 Union County Consolidated
 Through the Period Ending May-19

	Fiscal Year-to-Date			Six-Month Trend						Current Month						
	Current	Budget	# Var % Var	Prior	% Var	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Budget	# Var	% Var	Prior Year	% Var
Admissions, Total	167	194	(27) (13.9%)	169	(1.2%)	10	24	26	17	13	18	19	(1)	(5.3%)	19	(5.3%)
Acute	127	143	(16) (11.2%)	129	(1.6%)	7	16	18	11	12	16	15	1	6.7%	16	0.0%
Psych	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
SNF	40	51	(11) (21.6%)	40	0.0%	3	8	8	6	1	2	4	(2)	(50.0%)	3	(33.3%)
Rehab	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Patient Days, Total	754	875	(121) (13.9%)	755	(0.2%)	40	104	126	100	85	67	77	(10)	(12.7%)	83	(19.3%)
Acute	441	417	24 5.8%	385	14.5%	29	54	67	36	61	59	41	18	44.7%	48	22.9%
Psych	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
SNF	313	458	(145) (31.7%)	370	(15.5%)	11	50	59	64	24	8	36	(28)	(77.8%)	35	(77.1%)
Rehab	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
ALOS, Total	4.51	4.51	(0.00) (0.1%)	4.47	(1.0%)	4.00	4.33	4.85	5.88	6.80	3.72	4.04	0.32	7.9%	4.37	14.8%
Acute	3.47	2.92	(0.55) (19.1%)	2.98	(16.3%)	4.14	3.38	3.72	3.27	5.08	3.69	2.72	(0.97)	(35.7%)	3.00	(22.9%)
Psych	0.00	0.00	0.00 0.0%	0.00	0.0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.0%
SNF	7.82	8.98	(1.16) (12.9%)	9.25	15.5%	3.67	6.25	7.38	10.67	48.00	4.00	9.00	(5.00)	(55.6%)	11.67	65.7%
Rehab	0.00	0.00	0.00 0.0%	0.00	0.0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0%	0.00	0.0%
Adj Admissions	816	799	17 2.1%	792	11.4%	83	107	82	66	50	93	64	29	45.8%	67	38.4%
Adj Patient Days	3,682	3,603	79 2.2%	3,272	12.6%	332	462	399	390	840	347	259	89	34.3%	295	17.9%
Case Mix Index, Total	0.8162	0.7956	0.0206 2.6%	0.7984	2.5%	0.7933	0.7873	0.7927	1.1480	0.8500	1.0147	0.7956	(0.2191)	(27.5%)	0.8091	25.4%
Case Mix Index, Medicare	1.0566	0.9874	0.0692 7.0%	1.0044	5.2%	0.8816	1.0094	1.1367	1.2983	0.8427	1.1447	0.9874	0.1573	15.9%	1.0633	7.7%
Surgeries, Total	22	49	(27) (55.1%)	34	(35.3%)	0	3	5	3	3	0	4	(4)	(100.0%)	7	(100.0%)
Inpatient	3	5	(2) (40.0%)	7	(57.1%)	0	1	0	0	1	0	0	0	0.0%	2	(100.0%)
Outpatient	19	44	(25) (56.8%)	27	(29.6%)	0	2	5	3	2	0	4	(4)	(100.0%)	5	(100.0%)
Open Heart Surgeries	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Births	1	2	(1) (50.0%)	2	(50.0%)	0	1	0	0	0	0	0	0	0.0%	1	(100.0%)
Emergency Visits	1,733	1,879	(146) (7.8%)	2,939	(41.0%)	130	155	137	168	164	171	180	(9)	(5.0%)	176	(2.8%)
ER Conversion Rate	8.0%	7.8%	0.2% 37.5%	6.7%	1.3%	5.4%	10.3%	13.1%	5.6%	7.3%	8.8%	7.8%	1.0%	(1.0%)	10.8%	(2.0%)
Observation Days	132	96	36 37.5%	69	91.0%	14	18	17	13	8	11	8	3	37.5%	0	2,291.3%
Outpatient Diagnostic Visits	6,274	4,346	1,928 44.4%	4,165	50.6%	371	486	660	511	524	629	490	139	28.4%	517	21.7%
Clinic (Practitioner) Visits	3,246	0	3,246 0.0%	4,362	(25.6%)	530	0	0	0	0	0	0	0	0.0%	516	(100.0%)
Rural Health Clinic Visits	2,967	6,468	(3,501) (54.1%)	0	0.0%	0	695	604	499	574	595	616	(21)	(3.4%)	0	0.0%
Home Health Visits	663	988	(325) (32.9%)	853	(22.3%)	30	39	88	107	90	88	60	28	46.7%	29	203.4%
MRI Procedures	153	164	(11) (6.7%)	172	(11.0%)	6	15	15	12	16	10	12	(2)	(16.7%)	17	(41.2%)
Inpatient	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Outpatient	153	164	(11) (6.7%)	172	(11.0%)	6	15	15	12	16	10	12	(2)	(16.7%)	17	(41.2%)
Cath Lab Procedures	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Inpatient	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Outpatient	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
GI Procedures	43	51	(8) (15.7%)	50	(14.0%)	7	4	2	2	4	7	4	3	75.0%	7	0.0%
Wound Care Procedures	59	49	10 20.4%	35	68.6%	0	11	8	2	14	24	2	22	1,100.0%	0	0.0%
Pain Management Cases	0	22	(22) (100.0%)	16	(100.0%)	0	0	0	0	0	0	2	(2)	(100.0%)	0	0.0%
HBO Treatments	0	0	0 0.0%	0	0.0%	0	0	0	0	0	0	0	0	0.0%	0	0.0%
CT Procedures	954	720	234 32.5%	744	28.2%	912	99	76	87	86	98	82	16	19.5%	92	6.5%
Total Imaging Procedures	3,028	3,123	(95) (3.0%)	1,753	72.7%	217	326	328	240	276	321	255	66	25.9%	329	(2.4%)



Physicians Utilization Ranking (Top 30)

131 - Union County General Hospital

May-19

All Specialties

Admission Count

Name	ID	Specialty	Fiscal-Year-to-Date		% Var	Six-Month Trend						Current Month		
			Current	Prior		Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Prior Year	% Var	
131 - Union County General Hospital														
Van Wormer, Mark (131)	131_13	Unspecified	123	135	(8.9%)	10	24	26	17	13	18	17	28	(35.7%)
Weaver, Terry (131)	131_18	Family Practice	39	9	333.3%	7	4	-	17	12	16	17	9	(5.9%)
Khanlian (131)	131_17	ER	3	6	(50.0%)	-	-	2	-	-	1	2	2	(100.0%)
Fluhman, J (131)	131_6	NP	2	-	0.0%	-	-	-	-	-	1	0	0	(50.0%)
Berdecia, (131)	131_19	Unspecified	1	-	0.0%	-	-	-	-	1	-	0	0	0.0%
Foutch, R (131)	131_11	Family Practice	-	25	(100.0%)	-	-	-	-	-	-	-	0	0.0%
O'Rourke, (131)	131_16	GS	-	3	(100.0%)	-	-	-	-	-	-	-	0	0.0%

Operating Performance Summary
 Union County Consolidated
 Through the Period Ending May-19

	Fiscal Year-to-Date			Six-Month Trend						Current Month			
	Actual	Budget	% Var	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Budget	% Var	Prior Year	% Var
Inpatient Revenue	\$3,032	\$3,652	(17.0%)	\$133	\$369	\$624	\$349	\$359	\$276	\$445	(\$169)	\$440	(37.2%)
Outpatient Revenue	11,779	11,388	3.4%	958	1,269	1,135	1,012	1,075	1,157	1,054	103	1,122	3.1%
Gross Patient Revenue	14,811	15,040	(1.5%)	1,101	1,638	1,659	1,361	1,434	1,433	1,499	(66)	1,562	(6.2%)
Revenue Deductions													
Medicare	2,149	2,204	2.5%	113	373	302	65	166	317	221	(96)	294	(7.6%)
Medicaid	1,643	1,673	1.8%	59	87	80	156	297	258	178	(60)	135	(91.1%)
Prior Year Cost Report Adj-MCARE	(100)	0	0.0%	(100)	0	0	0	0	0	0	0	0	0.0%
Prior Year Cost Report Adj-MCAD	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Disproportionate Share	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
UPL	(1,329)	(1,191)	11.6%	(108)	(108)	(108)	(91)	(122)	(122)	(108)	14	(87)	40.2%
Managed Care (HMO/PRO) Discounts	2,649	1,983	(33.6%)	447	289	260	366	172	183	203	10	188	(2.7%)
Charity & Indigent care	458	44	(90.0%)	3	34	31	88	12	68	4	(54)	2	(3,300.0%)
Other Discounts	99	0	0.0%	21	3	26	3	10	(7)	0	7	9	177.8%
Self Pay Discounts	0	2	100.0%	0	0	0	0	0	0	0	0	0	0.0%
Total Deductions	5,569	4,745	(18.1%)	435	658	601	587	535	707	498	(209)	541	(30.5%)
Net Patient Revenue	9,242	10,325	(10.5%)	666	980	1,058	774	899	726	1,001	(275)	1,021	(28.7%)
Bad Debts	776	1,253	48.7%	2	(75)	7	18	155	83	126	43	59	(40.8%)
Total Net Patient Revenue Less Bad Debts	8,466	9,062	(6.6%)	664	1,055	1,051	756	744	643	875	(232)	962	(33.2%)
Tax-Subsidy Revenue	1,289	1,074	20.0%	129	119	129	129	129	129	98	31	93	36.5%
Other Revenue	872	585	30.7%	88	52	43	41	67	80	51	29	222	(64.1%)
Net Operating Revenue	10,627	10,701	(0.7%)	861	1,226	1,223	926	940	852	1,024	(172)	1,277	(33.2%)
Operating Expenses													
Salaries	4,927	5,367	8.2%	698	465	412	444	429	424	488	64	471	10.1%
Employee Benefits	806	784	(2.7%)	71	75	75	63	80	71	67	(4)	84	15.7%
Professional Fees	340	158	(53.5%)	(205)	22	42	45	58	75	14	(61)	41	(62.7%)
Medical Supplies	395	415	5.1%	23	26	18	41	18	41	38	(3)	33	(22.7%)
Pharmaceutical Supplies	222	163	(27.0%)	20	12	18	15	16	41	17	(24)	6	(57.8%)
Other Supplies	133	118	(11.3%)	11	11	15	11	9	9	11	2	18	50.1%
Purchased Services	977	1,013	3.6%	86	92	80	82	79	102	92	(10)	94	(7.6%)
Lease and Rent	491	560	13.9%	44	44	44	46	45	45	50	5	41	(9.2%)
Insurance	184	211	14.7%	17	17	18	18	17	17	19	2	17	0.0%
Utilities	193	193	0.0%	17	18	19	19	13	13	18	5	12	(3.2%)
Depreciation & Amortization	589	591	0.3%	55	55	55	49	48	49	54	5	55	10.6%
Interest	117	149	27.3%	10	12	10	10	10	11	14	3	12	9.4%
Other	671	904	34.9%	12	39	63	82	72	55	82	27	57	2.8%
Total Operating Expenses	10,029	10,586	5.6%	853	894	921	905	893	953	964	11	941	(1.0%)
Operating Margin	598	115	(80.7%)	3	332	302	21	47	(101)	\$60	(161)	\$336	(129.6%)
Non-Operating Revenue (Exp)													
Investment Income	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Impairment of Long-Lived Assets	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Gain/(Loss) on Facility Sale	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Corporate Allocation	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Refinancing Costs	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Contribution Received for Acquisition	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Other	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Total Non-Operating Revenue (Exp)	0	0	0.0%	0	0	0	0	0	0	0	0	0	0.0%
Net Margin	\$598	\$115	(80.7%)	\$3	\$332	\$302	\$21	\$47	(\$101)	\$60	(\$161)	\$336	(129.6%)
EBIDA	\$1,304	\$855	(34.8%)	\$68	\$399	\$367	\$80	\$105	(\$41)	\$128	(\$169)	\$403	(170.2%)
Total Profit Margin	5.6%	1.1%	(80.7%)	0.3%	27.1%	24.7%	2.3%	5.0%	(11.9%)	5.9%	(26.3%)	26.3%	
EBIDA Margin	12.3%	8.0%	(34.8%)	7.9%	32.5%	30.0%	8.6%	11.2%	(4.6%)	12.5%	(31.6%)	31.6%	



Operating Performance Summary
 Union County Consolidated
 Through the Period Ending May-19

	Fiscal Year-to-Date			Prior	% Var	Six-Month Trend						Current Month						
	Actual	Budget	\$ Var			Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Budget	\$ Var	% Var	Prior Year	% Var		
Inpatient Revenue	\$3,032	\$3,652	(\$620)	\$3,093	(2.0%)	\$133	\$369	\$524	\$349	\$359	\$276	(\$169)	(\$169)	\$445	(\$169)	(37.9%)	\$440	(37.2%)
Outpatient Revenue	11,779	11,388	391	10,310	14.2%	988	1,269	1,135	1,012	1,075	1,157	1,033	1,054	1,054	103	9.6%	1,122	3.1%
Gross Patient Revenue	14,811	15,040	(229)	13,403	10.5%	1,101	1,638	1,659	1,361	1,434	1,433	(66)	(66)	1,489	(66)	(4.4%)	1,562	(8.2%)
Revenue Deductions																		
Medicare	2,149	2,204	55	1,157	(65.7%)	113	373	302	65	165	317	(96)	(96)	221	(96)	(43.4%)	294	(7.6%)
Medicaid	1,643	1,673	-30	1,424	(15.4%)	59	87	90	156	297	-256	(90)	(90)	178	(90)	(44.9%)	135	(91.1%)
Prior Year Cost Report Adj-MCARE	(100)	0	100	0	0.0%	(100)	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Prior Year Cost Report Adj-MC/AID	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Disproportionate Share	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
UPL	(1,329)	(1,191)	138	243	646.9%	(108)	(108)	(108)	(91)	(122)	(122)	(108)	(108)	(108)	14	13.0%	(87)	40.2%
Managed Care (HMO/PPO) Discounts	2,649	1,983	(666)	1,700	(55.6%)	447	289	260	386	172	183	203	183	203	10	4.9%	188	(2.7%)
Charity & Indigent care	488	44	(444)	43	(90.0%)	3	34	31	68	12	66	3	64	4	(64)	(1,600.0%)	2	(3,300.0%)
Other Discounts	99	0	(99)	163	39.3%	21	3	26	3	10	(7)	0	0	0	7	0.0%	9	177.8%
Self Pay Discounts	0	-2	2	0	100.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Total Deductions	5,569	4,715	(854)	4,730	(17.7%)	435	658	601	587	555	707	(209)	(209)	498	(209)	(41.9%)	541	(30.5%)
Net Patient Revenue	9,242	10,325	(1,083)	8,673	6.5%	666	980	1,058	774	889	726	(275)	(275)	1,001	(275)	(27.4%)	1,021	(28.7%)
Bad Debts	776	1,263	487	1,421	45.4%	2	(75)	7	18	155	83	43	43	126	43	34.0%	59	(40.8%)
Total Net Patient Revenue Less Bad Debts	8,466	9,062	(596)	7,252	16.7%	664	1,055	1,051	756	744	643	(232)	(232)	875	(232)	(26.5%)	952	(33.2%)
Tax Subsidy Revenue	1,289	1,074	215	1,026	25.5%	129	119	129	129	129	129	129	129	98	31	32.4%	93	36.5%
Other Revenue	872	585	307	722	20.9%	88	52	43	41	67	80	29	29	51	29	55.1%	222	(64.1%)
Net Operating Revenue	10,627	10,701	(74)	9,000	18.1%	861	1,226	1,223	926	940	852	(172)	(172)	1,024	(172)	(16.7%)	1,277	(33.2%)
Operating Expenses																		
Salaries	4,927	5,367	440	4,821	(2.2%)	688	465	412	444	429	424	424	424	488	64	13.1%	471	10.1%
Employee Benefits	806	794	(12)	778	(6.7%)	71	81	75	63	80	71	63	63	67	(4)	(6.3%)	84	15.7%
Professional Fees	340	158	(182)	582	41.8%	(205)	22	42	45	68	75	41	41	14	(61)	(421.9%)	33	(82.7%)
Medical Supplies	395	415	20	394	(0.3%)	23	26	20	41	18	41	23	23	14	(9)	(8.5%)	33	(22.7%)
Pharmaceutical Supplies	222	183	(39)	179	(24.0%)	20	12	18	15	16	16	16	16	17	(24)	(148.2%)	6	(578.7%)
Other Supplies	133	118	(15)	118	(12.9%)	11	11	15	11	9	9	9	9	11	2	15.4%	18	50.1%
Purchased Services	977	1,013	36	977	3.6%	86	92	80	82	79	102	92	92	92	(10)	(10.3%)	94	(7.8%)
Lease and Rent	491	550	59	495	0.8%	44	44	44	46	46	46	46	46	50	4	9.4%	41	(9.2%)
Insurance	194	211	17	270	28.3%	17	17	18	18	17	17	17	17	19	2	11.1%	17	0.0%
Utilities	187	193	6	183	9.2%	17	17	19	19	17	13	13	13	18	5	27.0%	12	(3.2%)
Depreciation & Amortization	569	591	22	562	(1.2%)	55	55	55	49	48	49	49	49	54	5	8.4%	55	10.6%
Interest	117	149	32	135	13.3%	10	12	10	10	10	11	11	11	14	3	21.0%	12	9.4%
Other	671	904	233	844	20.5%	12	39	63	62	72	55	55	55	82	27	33.0%	57	2.8%
Total Operating Expenses	10,029	10,586	557	10,436	3.9%	858	854	921	905	893	853	(64)	(64)	964	11	1.0%	941	(1.0%)
Operating Margin	598	115	483	(\$1,436)	141.6%	3	332	302	21	47	(101)	(101)	(101)	\$60	(161)	(259.9%)	\$336	(159.8%)
Non-Operating Revenue (Exp)																		
Investment Income	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Impairment of Long-Lived Assets	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Gain/(Loss) on Facility Sale	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Corporate Allocation	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Refinancing Costs	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Contribution Received for Acquisition	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Other	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Total Non-Operating Revenue (Exp)	0	0	0	0	0.0%	0	0	0	0	0	0	0	0	0	0	0.0%	0	0.0%
Net Margin	\$598	\$115	\$483	(\$1,436)	141.6%	\$3	\$332	\$302	\$21	\$47	(\$101)	(\$101)	(\$101)	\$60	(\$161)	(259.9%)	\$336	(159.8%)
EBIDA	\$1,304	\$855	\$449	(\$719)	281.4%	\$68	\$399	\$367	\$80	\$105	(\$41)	(\$41)	(\$41)	\$128	(\$169)	(132.0%)	\$403	(170.2%)
Total Profit Margin	5.6%	1.1%	4.5%	(16.0%)		0.3%	27.1%	24.7%	2.3%	5.0%	(11.9%)	(11.9%)	(11.9%)	5.9%	(26.3%)		26.3%	
EBIDA Margin	12.3%	8.0%	4.3%	(8.0%)		7.9%	32.5%	30.0%	8.6%	11.2%	(4.8%)	(4.8%)	(4.8%)	12.5%	(31.6%)		31.6%	



Operating Ratios
 Union County Consolidated
 Through the Period Ending May-19

	Fiscal-Year-to-Date			Six-Month Trend						Current Month					
	Current	Budget	% Var	Prior	% Var	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Budget	% Var	Prior Year	% Var
Net to Gross %	57.2%	60.3%	(3.1%)	54.1%	3.1%	60.3%	64.4%	63.4%	53.5%	51.9%	44.9%	58.4%	(13.5%)	61.6%	(16.7%)
Supply Cost % NOR	3.7%	3.9%	0.2%	4.4%	0.7%	2.6%	2.1%	5.9%	4.4%	1.9%	4.8%	3.7%	(1.1%)	2.6%	(2.2%)
Medical Supplies	2.1%	1.7%	(0.4%)	2.0%	(0.1%)	2.3%	0.9%	1.5%	1.6%	1.7%	4.8%	1.6%	(3.2%)	0.5%	(4.4%)
Pharmaceutical Supplies	1.3%	1.1%	(0.2%)	1.3%	0.1%	1.3%	0.9%	1.3%	1.2%	1.0%	1.1%	1.0%	(0.0%)	1.4%	0.4%
Other Supplies	7.1%	6.7%	(0.4%)	7.7%	0.6%	6.3%	4.0%	8.5%	7.2%	4.6%	10.7%	6.3%	(4.3%)	4.5%	(6.2%)
Total Supplies															
Total Expense % NOR	94.4%	98.9%	4.5%	116.0%	21.6%	99.6%	72.9%	75.4%	97.6%	95.1%	111.7%	93.9%	(17.7%)	73.9%	(37.8%)
Revenue & Expense per Adj Admission:															
Gross Patient Revenue	\$ 18,164	\$ 18,827	(3.6%)	\$ 18,304	(0.8%)	\$ 13,275	\$ 15,383	\$ 20,147	\$ 20,505	\$ 28,695	\$ 15,360	\$ 23,415	(34.4%)	\$ 23,156	(33.7%)
Net Patient Revenue	\$ 11,329	\$ 12,925	(12.4%)	\$ 11,846	(4.4%)	\$ 8,026	\$ 9,194	\$ 12,855	\$ 11,669	\$ 18,007	\$ 7,793	\$ 15,642	(50.2%)	\$ 15,129	(48.5%)
Labor Cost	\$ 7,027	\$ 7,637	8.0%	\$ 7,646	8.1%	\$ 9,272	\$ 5,127	\$ 5,912	\$ 7,639	\$ 10,193	\$ 5,902	\$ 8,663	38.8%	\$ 8,237	35.8%
Supply Cost	\$ 920	\$ 896	(2.7%)	\$ 944	2.6%	\$ 650	\$ 459	\$ 1,264	\$ 1,012	\$ 875	\$ 977	\$ 1,016	(14.4%)	\$ 854	(14.4%)
Total Expenses	\$ 12,293	\$ 13,251	7.2%	\$ 14,254	13.8%	\$ 10,345	\$ 8,387	\$ 11,202	\$ 13,635	\$ 17,917	\$ 10,208	\$ 15,031	32.1%	\$ 13,979	27.0%
Revenue & Expense per Adj Patient Day:															
Gross Patient Revenue	\$ 4,022	\$ 4,174	(3.6%)	\$ 4,097	1.8%	\$ 3,319	\$ 3,550	\$ 4,157	\$ 3,486	\$ 4,220	\$ 4,127	\$ 5,796	(26.8%)	\$ 5,301	(22.2%)
Net Patient Revenue	\$ 2,510	\$ 2,866	(12.4%)	\$ 2,652	(5.3%)	\$ 2,007	\$ 2,122	\$ 2,653	\$ 1,984	\$ 2,648	\$ 2,094	\$ 3,872	(45.9%)	\$ 3,463	(39.5%)
Labor Cost	\$ 1,557	\$ 1,693	8.1%	\$ 1,712	9.0%	\$ 2,318	\$ 1,183	\$ 1,220	\$ 1,299	\$ 1,499	\$ 1,424	\$ 2,144	33.6%	\$ 1,886	24.5%
Supply Cost	\$ 204	\$ 199	(2.6%)	\$ 211	3.6%	\$ 163	\$ 106	\$ 261	\$ 172	\$ 129	\$ 262	\$ 252	(4.4%)	\$ 195	(34.3%)
Total Expenses	\$ 2,724	\$ 2,938	7.3%	\$ 3,191	14.6%	\$ 2,586	\$ 1,935	\$ 2,312	\$ 2,318	\$ 2,635	\$ 2,743	\$ 3,721	26.3%	\$ 3,200	14.3%
Labor Cost/AA	\$ 7,027	\$ 7,637	8.0%	\$ 7,646	8.1%	\$ 9,272	\$ 5,127	\$ 5,912	\$ 7,639	\$ 10,193	\$ 5,302	\$ 8,663	36.8%	\$ 8,237	35.6%
Labor Cost/AA, CMI Adj.	\$ 8,610	\$ 9,599	10.3%	\$ 9,602	10.3%	\$ 11,688	\$ 6,512	\$ 7,458	\$ 6,654	\$ 11,991	\$ 5,225	\$ 10,889	52.0%	\$ 10,181	48.7%
Labor Cost/APD	\$ 1,557	\$ 1,693	8.1%	\$ 1,712	9.0%	\$ 2,318	\$ 1,183	\$ 1,220	\$ 1,299	\$ 1,499	\$ 1,424	\$ 2,144	33.6%	\$ 1,886	24.5%
Labor Cost/APD, CMI Adj.	\$ 1,908	\$ 2,128	10.4%	\$ 2,149	11.2%	\$ 2,922	\$ 1,503	\$ 1,539	\$ 1,131	\$ 1,763	\$ 1,404	\$ 2,685	47.9%	\$ 2,331	39.8%
Labor Cost % NOR	53.9%	57.0%	3.1%	62.2%	13.3%	89.3%	44.5%	39.8%	54.7%	54.1%	58.0%	54.1%	3.9%	43.5%	(14.5%)
Avg Hourly Rate	\$33.12	\$34.59	4.5%	\$31.95	(3.7%)	\$50.64	\$31.92	\$30.82	\$31.12	\$31.07	\$31.49	\$34.08	7.6%	\$35.39	11.0%
Contract \$	\$ 176,000	\$ 226,000	22.1%	\$ 306,500	42.6%	\$ 18,000	\$ -	\$ 10,000	\$ 38,000	\$ 27,000	\$ 15,000	\$ 20,000	25.0%	\$ 22,000	31.8%
FTEs, Contract	0.7	2.5	70.7%	2.8	74.0%	2.0	0.0	0.0	0.0	0.0	0.0	2.5	100.0%	2.71	100.0%
Overtime \$	\$ 92,000	\$ 114,826	19.9%	\$ 126,000	27.0%	\$ 12,000	\$ 12,000	\$ 10,000	\$ 7,000	\$ 9,000	\$ 8,000	\$ 12,166	34.2%	\$ 11,000	27.3%
Overtime %	2.2%	2.4%	0.2%	2.4%	0.2%	3.1%	2.8%	3.9%	1.4%	1.4%	2.2%	2.7%	0.5%	2.7%	0.5%
FTEs (incl Contract Depts)	77.7	80.9	3.9%	79.0	1.6%	77.9	82.3	83.6	80.6	80.6	76.1	80.9	5.9%	75.27	(1.7%)
Adjusted EEOB	7.52	7.52	0.0%	8.17	8.0%	7.28	5.53	5.88	6.40	7.12	6.79	9.69	30.0%	7.92	14.3%
Productivity FTE Variance (Over)/Under	0.0														

*Net to Gross % = Total NPR Less BD / Total GPR
 (Brackets indicate an Unfavorable Variance)



Patient Revenue Analysis
Union County Consolidated
 Through the Period Ending May-19

	Fiscal Year-to-Date				Six-Month Trend						Current Month						
	Current	Budget	# Var	% Var	Prior	% Var	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Budget	# Var	% Var	Prior Year	% Var
Bad Debts % Gross	5.2%	8.4%		3.2%	10.6%	5.4%	0.2%	-4.6%	0.4%	1.3%	10.8%	5.8%	8.4%		2.6%	3.8%	(2.0%)
Charity % Gross	3.1%	0.3%		(2.8%)	0.3%	(2.8%)	0.3%	2.1%	1.9%	5.0%	0.8%	4.7%	0.3%		(4.5%)	0.1%	(4.6%)
Inpatient Revenue %	20.5%	24.3%		(3.8%)	23.1%	(2.6%)	12.1%	22.5%	31.6%	25.6%	25.0%	19.3%	29.7%		10.4%	28.2%	8.9%
Outpatient Revenue %	79.5%	75.7%		3.8%	76.9%	2.6%	87.9%	77.5%	68.4%	74.4%	75.0%	80.7%	70.3%		(10.4%)	71.8%	(8.9%)
Gross Patient Revenue by Payer Class:																	
Medicare	\$6,209	\$6,733		(\$524)	(7.8%)	3.5%	\$441	\$870	\$793	\$593	\$406	\$531	\$672		(\$141)	\$875	(39.3%)
Medicaid	3,145	2,753		392	14.2%	35.2%	198	249	322	255	492	408	274		134	260	56.9%
Managed Care (HMO/PPO)	4,208	4,230		(22)	(0.5%)	3.531	305	416	442	422	437	371	421		(50)	351	5.7%
Indemnity & Other	13	0		13	0.0%	112	0	0	0	0	0	0	0		0	0	0.0%
Self Pay	959	1,324		(365)	(27.6%)	831	145	80	59	65	70	92	132		(40)	55	67.3%
Total	\$14,554	\$15,040		(\$506)	(3.4%)	\$12,800	\$1,089	\$1,615	\$1,616	\$1,335	\$1,405	\$1,402	\$1,499		(\$97)	\$1,541	(9.0%)
Gross Payer Mix %:																	
Medicare	42.7%	44.8%		(2.0%)	46.9%	(4.1%)	40.5%	53.9%	49.1%	44.4%	28.9%	37.9%	44.8%		(7.0%)	56.6%	(18.9%)
Medicaid	21.6%	18.3%		3.3%	18.2%	3.5%	18.2%	15.4%	19.5%	19.1%	35.0%	28.1%	18.3%		10.8%	16.9%	12.2%
Managed Care (HMO/PPO)	29.0%	28.1%		0.8%	27.6%	1.4%	28.0%	25.8%	27.4%	31.6%	31.1%	26.5%	28.1%		(1.6%)	22.8%	3.7%
Indemnity & Other	0.1%	0.0%		0.1%	0.9%	(0.8%)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		0.0%	0.0%	0.0%
Self Pay	6.6%	8.8%		(2.2%)	6.5%	(0.1%)	13.3%	5.0%	3.7%	4.9%	5.0%	6.6%	8.8%		(2.2%)	3.6%	3.0%
Total	100.0%	100.0%		100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%		100.0%	200.0%	
Net-to-Gross %:																	
Medicare*	67.0%	67.3%		(0.3%)	80.7%	(13.7%)	97.0%	57.1%	61.9%	89.1%	59.2%	40.3%	67.2%		(26.8%)	66.4%	(26.1%)
Medicaid*	47.8%	39.2%		8.5%	38.8%	9.0%	70.3%	64.9%	72.1%	38.9%	39.7%	36.8%	35.0%		1.8%	48.2%	(11.4%)
Managed Care (HMO/PPO)	37.1%	53.1%		(16.1%)	51.9%	(14.8%)	(46.7%)	35.3%	41.3%	8.6%	60.7%	48.0%	51.8%		(3.8%)	46.3%	1.7%
Indemnity & Other	(661.5%)	0.0%		###	(45.5%)	(616.0%)	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		#VALUE!	0.0%	#VALUE!
Self Pay	52.2%	96.5%		(44.3%)	94.8%	(42.6%)	97.9%	57.5%	47.5%	(4.6%)	(82.9%)	26.1%	97.0%		(70.9%)	96.4%	(70.3%)
Total**	57.2%	60.3%		(3.1%)	54.1%	(3.1%)	60.3%	64.4%	63.4%	55.5%	51.9%	44.9%	58.4%		(13.5%)	61.6%	(16.7%)
Acute Admissions by Payer																	
Medicare	80	90		(10)	(11.1%)	67	6	13	13	7	3	5	7		(2)	11	(54.5%)
Medicaid	25	17		8	47.1%	12	1	2	1	6	6	7	3		4	3	133.3%
Managed Care (HMO/PPO)	21	26		(5)	(19.2%)	20	0	3	3	3	2	4	4		0	0	0.0%
Self Pay	1	10		(9)	(90.0%)	10	0	0	0	0	1	0	1		(1)	2	(100.0%)
Other	0	0		0	0.0%	0	0	0	0	0	0	0	0		0	0	0.0%
Total	127	143		(16)	(11.2%)	129	7	16	18	11	12	16	15		1	16	0.0%
Acute Patient Days by Payer																	
Medicare	261	267		(6)	(2.3%)	261	19	46	51	20	12	18	21		(9)	35	(48.6%)
Medicaid	99	62		37	59.5%	49	10	5	9	1	32	26	7		19	11	136.4%
Managed Care (HMO/PPO)	75	71		4	5.0%	60	0	3	7	15	12	15	11		4	0	0.0%
Self Pay	6	16		(10)	(63.2%)	15	0	0	0	0	5	0	2		(2)	2	(100.0%)
Other	0	0		0	0.0%	0	0	0	0	0	0	0	0		0	0	0.0%
Total	441	417		24	5.8%	365	29	54	67	36	61	59	41		18	48	22.9%
Acute Length of Stay by Payer																	
Medicare	3.26	2.97		(0.29)	(9.9%)	3.00	3.17	3.54	3.92	2.86	4.00	3.60	2.97		(0.63)	3.18	(13.1%)
Medicaid	3.96	3.65		(0.31)	(8.5%)	4.08	10.00	2.50	4.50	1.00	5.33	3.71	2.45		(1.27)	3.67	(1.3%)
Managed Care (HMO/PPO)	3.57	2.75		(0.83)	(30.1%)	3.00	0.00	3.00	2.33	5.00	6.00	3.75	2.75		(1.00)	0.00	0.0%
Self Pay	6.00	1.63		(4.37)	###	1.50	0.00	0.00	0.00	0.00	5.00	0.00	1.63		1.63	1.00	100.0%
Other	0.00	0.00		0.00	0.0%	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.0%
Total	3.47	2.92		(0.55)	(19.1%)	2.98	4.14	3.38	3.72	3.27	5.08	3.69	2.72		(0.97)	3.00	(22.9%)

*Medicare Net to Gross % = Total Medicare GPR - All Medicare Contractuals (including any Cost Report Adjustments rolled up under Medicare Contractuals in the IS) / Total Medicare GPR
 **Medicaid Net to Gross % = Total Medicaid GPR - All Medicaid Contractuals (including any Cost Report Adjustments rolled up under Medicaid Contractuals in the IS) / Total Medicaid GPR
 ***Total Net-to-Gross % is calculated as: (NPR Less BD) / Total GPR



Trend Information
 Union County Consolidated
 Through the Period Ending May-19
 (\$ in thousands)

	Twelve-Month Trend												
	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	12 Mo Avg
Income Statement Summary													
Total Net Revenue	\$468	\$1,139	\$986	\$871	\$826	\$774	\$861	\$1,226	\$1,224	\$925	\$941	\$853	\$924
Total Operating Expenses	\$1,056	\$943	\$901	\$893	\$872	\$894	\$858	\$893	\$922	\$904	\$895	\$953	\$924
Operating Margin	(\$598)	\$196	\$85	(\$22)	(\$145)	(\$120)	\$3	\$333	\$301	\$22	\$46	(\$100)	(\$0)
Net Margin	(\$598)	\$196	\$85	(\$22)	(\$145)	(\$120)	\$3	\$333	\$301	\$22	\$46	(\$100)	(\$0)
EBIDA	(\$500)	\$282	\$150	\$44	(\$77)	(\$54)	\$68	\$399	\$367	\$81	\$105	(\$40)	\$67
Volume Indicators													
Acute Admissions	7	9	11	12	8	7	7	16	18	11	12	16	11
Total Acute Patient Days	22	28	32	40	17	18	29	54	67	36	61	59	39
ADC, Acute	0.7	0.9	1.0	1.3	0.5	0.6	0.9	1.7	2.4	1.2	2.0	1.9	1.3
Gross Patient Revenue	\$1,117	\$1,453	\$1,499	\$1,092	\$1,177	\$984	\$1,101	\$1,638	\$1,659	\$1,360	\$1,433	\$1,434	\$1,327
Inpatient Revenue	\$181	\$263	\$288	\$208	\$131	\$132	\$133	\$369	\$524	\$349	\$359	\$276	\$268
Adjusted Patient Days, Total	204	298	394	257	225	204	332	462	399	340	347	321	321
Acute Length of Stay	3.14	3.11	2.91	3.33	2.13	2.57	4.14	3.38	3.72	3.27	5.08	3.69	3.37
Medicare Case Mix Index	0.8606	1.3414	0.9718	1.0773	0.7614	1.1571	0.8816	1.0094	1.1367	1.2883	0.8427	1.1447	1.0403
Surgeries	1	3	5	0	0	0	0	3	5	3	3	0	2
ER Visits	142	187	191	154	142	134	130	155	137	168	164	171	156
Births	0	0	0	0	0	0	0	1	0	0	0	0	0
Outpatient/Diagnostic Visits	573	710	804	585	631	383	371	486	660	511	524	629	571
Operating Indicators													
FTEs	58.1	74.7	73.0	75.7	74.9	75.3	77.9	82.3	83.6	80.6	80.6	76.1	76.1
Operating Margin %	(130.7%)	17.2%	8.6%	(2.8%)	(17.6%)	(15.5%)	0.4%	27.1%	24.8%	2.4%	4.9%	(11.7%)	(7.7%)
Revenue Deductions as % of GPR	60.7%	47.8%	29.1%	25.0%	33.9%	33.9%	35.5%	40.2%	36.2%	43.1%	37.2%	49.3%	39.0%
Bad Debt as % of NOR	36.0%	3.8%	21.4%	11.7%	13.5%	15.4%	0.2%	(6.1%)	0.5%	1.9%	16.5%	9.7%	10.4%
Salary, Wages and Employee Benefits	\$505	\$499	\$492	\$443	\$550	\$436	\$769	\$546	\$487	\$509	\$495	\$495	\$509
Salary & Benefits as % of NOR	110.2%	43.8%	49.9%	50.8%	66.6%	56.4%	89.3%	44.5%	39.8%	54.7%	54.1%	58.0%	59.8%
Adjusted EEOB, Total	8.71	7.77	5.74	8.84	10.31	11.06	7.28	5.53	5.86	6.40	7.12	6.79	7.62
Medical Supplies as % of NOR	11.3%	2.9%	3.6%	3.7%	5.1%	2.6%	2.1%	2.1%	2.6%	4.4%	1.9%	4.8%	4.4%
Pharmaceutical Supplies as % of NOR	1.9%	2.6%	2.4%	1.4%	0.9%	3.6%	2.3%	0.9%	1.5%	1.8%	1.7%	4.8%	2.1%
Other Supplies as % of NOR	2.8%	0.9%	1.5%	1.7%	1.4%	1.9%	0.9%	1.3%	1.3%	1.2%	1.0%	1.4%	1.1%
Inventory Days on Hand	87.6	78.9	82.3	87.7	92.0	82.2	85.3	95.7	85.0	81.4	84.2	91.9	86.2
Liquidity													
Cash and Cash Equivalents	\$640	\$859	\$820	\$867	\$426	\$1,060	\$459	\$469	\$648	\$933	\$476	\$639	\$600
Total Operating Expenses	\$1,056	\$943	\$901	\$893	\$872	\$894	\$858	\$893	\$922	\$904	\$895	\$953	\$924
Depreciation & Amortization	\$67	\$55	\$55	\$55	\$68	\$55	\$55	\$55	\$55	\$49	\$46	\$49	\$54
Days Cash on Hand	26	29	22	13	14	38	17	17	23	12	17	22	21
Cash Collections	\$711	\$955	\$877	\$644	\$508	\$535	\$554	\$554	\$681	\$822	\$652	\$749	\$696
Average Payment Period with Inter-Company	48	58	53	58	68	72	66	69	62	56	50	56	60
Average Payment Period without Inter-Company	48	58	53	58	68	72	66	69	62	56	50	56	60
Patient Accounts Receivable, Net	\$776	\$882	\$757	\$614	\$671	\$614	\$599	\$999	\$1,242	\$1,068	\$1,008	\$923	\$842
Net Days in Patient A/R	37.7	40.6	37.8	24.7	27.6	28.2	28.5	38.4	40.4	33.6	35.1	39.6	34.4
Capital Structure													
Long Term Debt to Capitalization	0.34	0.34	0.34	0.33	0.34	0.34	0.34	0.33	0.33	0.33	0.33	0.33	0.34
Debt Service Coverage	(4.82)	3.60	2.11	0.63	(1.12)	(0.79)	1.01	5.95	5.61	1.25	1.65	(0.63)	1.20
A/R Analytics													
Rolling 12 Mos Cash Collect % Net Rev	112.3%	114.7%	116.0%	114.6%	100.4%	103.9%	104.4%	98.0%	88.1%	85.0%	78.4%	72.8%	98.1%
Gross Days in Patient A/R	155.9	164.1	164.5	110.3	124.9	143.3	139.5	135.2	120.1	111.9	114.6	123.1	133.9
Net Days in Patient A/R	37.7	40.6	37.8	24.7	27.6	28.2	28.5	38.4	40.4	33.6	35.1	39.6	34.4
Days Unbilled	1	1	1	1	1	1	2	10	14	16	9	9	6
Collections as % of Previous Month Patient A/R, Net	86.8%	124.3%	101.8%	85.1%	82.8%	79.8%	74.0%	92.6%	70.3%	66.2%	79.5%	74.3%	84.8%
Percent of Medicare < 60 days	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percent of Medicaid < 90 days	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Percent of Commercial Insurance < 90 days	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Credit Balance %	0.1%	0.2%	0.1%	0.2%	0.2%	0.9%	1.1%	1.1%	0.9%	0.8%	0.9%	0.8%	0.6%
Cost to Collect per Dollar	\$0.03	\$0.02	\$0.03	\$0.04	\$0.05	\$0.04	\$0.05	\$0.04	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03



Summary Cash Flow Analysis

and

Percent Change in Gross and Net Patient Revenue

(\$ in Thousands)

Union County Consolidated

May-19

	Fiscal-Year-to-Date			Six-Month Trend						Current Month					
	Current	Budget	% Var	Prior	% Var	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Budget	% Var	Prior Year	% Var
EBIDA	\$1,304	\$855	52.5%	(\$719)	(281.4%)	\$68	\$399	\$367	\$81	\$105	(\$40)	\$128	(131.0%)	\$403	(109.8%)
Capital Expenditures	\$0	\$1,185	(100.0%)	\$97	(100.0%)	\$0	\$0	\$0	\$0	\$0	\$0	\$150	(100.0%)	\$15	(100.0%)
Net Cash Flow	\$1,304	(\$330)	(495.2%)	(\$816)	(259.8%)	\$68	\$399	\$367	\$81	\$105	(\$40)	(\$22)	80.3%	\$388	(110.2%)

Time Period	Gross Patient Revenue		Net Patient Revenue		Total Operating Expense		Spread Net Rev - Total Expenses	
	%	Amount	%	Amount	%	Amount	%	Amount
Current Month vs Same Month Prior Year	-8.21%		-32.98%		1.05%		-34.03%	
Current Fiscal-Year-to-Date vs Prior Fiscal-Year-To-date	10.50%		16.72%		-3.92%		20.64%	



Supply Chain Trend Information (\$ in thousands)
Union County Consolidated
 Through the Period Ending May-19

	Twelve-Month Trend											
	Jun-18	Jul-18	Aug-18	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19
Case Mix Index, Total	0.8151	0.7977	0.8034	0.7899	0.0000	1.2008	0.7833	0.7873	0.7927	1.1480	0.8500	1.0147
Average Daily Census	1	2	2	2	1	1	1	3	5	3	3	2
Patient Days, Total	33	54	76	48	25	28	40	104	126	100	85	67
Adjusted Patient Days, Total	204	298	394	257	225	204	332	462	389	390	340	347
Admissions, Total	9	13	16	14	9	8	10	24	26	17	13	18
Adjusted Admissions, Total	56	72	83	73	81	55	83	107	82	66	50	93
Surgeries, Inpatient	0	0	1	0	0	0	0	2	0	0	2	0
Surgeries, Outpatient	5	3	9	5	4	3	7	5	7	5	5	7
Surgeries, Total	5	3	10	5	4	3	7	7	7	5	7	7
Supply Chain Statistics - Income Statement												
Net Operating Revenue	\$458	\$1,139	\$986	\$871	\$826	\$774	\$861	\$1,226	\$1,224	\$926	\$941	\$853
Supply Expense	\$74	\$72	\$74	\$60	\$61	\$74	\$54	\$49	\$104	\$67	\$44	\$91
Total Operating Expenses	\$1,056	\$943	\$901	\$893	\$972	\$894	\$858	\$893	\$922	\$904	\$895	\$953
Supply Expenses per Adj Pat Day - CMI Adj	\$444	\$304	\$232	\$236	\$0	\$302	\$205	\$135	\$329	\$150	\$151	\$259
Supply Expenses per Adj Admission - CMI Adj	\$1,628	\$1,263	\$1,100	\$1,037	\$0	\$1,126	\$819	\$584	\$1,595	\$882	\$1,029	\$963
Supply Expenses % NOR	16%	6%	7%	7%	7%	10%	6%	4%	9%	7%	5%	11%
Operating Expense, CMI Adj - Per Adjusted Patient Day	\$6,367	\$3,957	\$2,845	\$4,403	\$5,665	\$3,641	\$3,280	\$2,458	\$2,916	\$2,019	\$3,100	\$2,703
Operating Expense, CMI Adj - Per Adjusted Admission	\$23,346	\$16,478	\$13,471	\$15,409	\$15,735	\$13,594	\$13,040	\$10,653	\$14,131	\$11,877	\$21,079	\$10,060
Supply Chain Statistics - Balance Sheet												
General Store Inventory	\$16	\$15	\$21	\$21	\$20	\$13	\$14	\$21	\$28	\$32	\$34	\$39
OR Inventory	\$72	\$72	\$88	\$88	\$88	\$88	\$88	\$89	\$89	\$89	\$89	\$89
Pharmacy Inventory	\$57	\$57	\$57	\$57	\$57	\$44	\$44	\$44	\$44	\$44	\$44	\$44
Other Inventory	\$35	\$35	\$35	\$35	\$35	\$33	\$33	\$33	\$33	\$33	\$33	\$33
Total Inventory	\$179	\$179	\$201	\$201	\$198	\$178	\$179	\$188	\$195	\$199	\$201	\$206
General Store Inventory per Adj Admission	\$282	\$203	\$254	\$291	\$244	\$237	\$167	\$196	\$346	\$486	\$692	\$421
OR Inventory per Adj Admission - CMI Adj	\$346	\$255	\$316	\$368	\$0	\$197	\$210	\$252	\$437	\$423	\$603	\$415
OR Inventory per Adj Admission	\$1,300	\$1,005	\$1,056	\$1,198	\$1,084	\$1,006	\$1,060	\$939	\$1,085	\$1,347	\$1,789	\$957
OR Inventory per Adj Admission - CMI Adj	\$1,594	\$1,260	\$1,314	\$1,517	\$0	\$1,337	\$1,336	\$1,066	\$1,369	\$1,173	\$2,104	\$943
OR Inventory Cost per Case	\$14,430	\$24,050	\$8,792	\$17,585	\$21,961	\$29,308	\$12,561	\$12,765	\$12,765	\$17,871	\$12,765	\$12,765
Pharmacy Inventory per Adj Admission	\$1,026	\$794	\$694	\$776	\$702	\$806	\$532	\$414	\$536	\$665	\$694	\$473
Pharmacy Inventory per Adj Admission - CMI Adj	\$1,259	\$995	\$852	\$993	\$0	\$671	\$671	\$526	\$676	\$560	\$1,040	\$456
Total Inventory per Adj Pat Day	\$861	\$598	\$509	\$782	\$985	\$873	\$541	\$408	\$490	\$510	\$592	\$594
Total Inventory per Adj Pat Day - CMI Adj	\$1,081	\$750	\$634	\$990	\$0	\$727	\$661	\$518	\$618	\$445	\$696	\$665
Total Inventory per Adj Admission	\$3,232	\$2,485	\$2,410	\$2,737	\$2,457	\$3,259	\$2,162	\$1,766	\$2,374	\$3,002	\$4,024	\$2,210
Total Inventory per Adj Admission - CMI Adj	\$3,565	\$3,116	\$5,000	\$3,465	\$0	\$2,714	\$2,726	\$2,243	\$2,985	\$2,615	\$4,734	\$2,178
Inventory Days on Hand	88	79	82	88	92	82	85	96	85	81	84	92
Days Cash on Hand	26	29	22	13	14	38	17	17	23	12	17	22



Indicator	Target	Current Month	FYTD		
			High	Low	Avg
Days Unbilled 1	5 days	4 days	11 days	1 days	4 days
Rolling 12 Mos Cash Collect % Net Rev	100.0%	71.7%	112.8%	71.7%	95.6%
A/R Days (Net) 3	48 days	34 days	41 days	25 days	33 days
Percent of Medicaid < 60 days 4	95%	80%	96%	66%	83%
Percent of Medicaid < 90 days 5	90%	88%	94%	48%	80%
Percent of Commercial Insurance < 90 days 6	90%	76%	90%	47%	72%
Credit Balance % 7	3%	1%	1%	0%	1%
Cost to Collect per Dollar 8	\$0.05	\$0.03	\$0.05	\$0.03	\$0.04

Union County Clinic

Indicator	Target	Current Month	FYTD		
			High	Low	Avg
Days Unbilled 1	5 days	52 days	83 days	0 days	28 days
Rolling 12 Mos Cash Collect % Net Rev	100.0%	92%	464.3%	91.6%	219.2%
A/R Days (Net) 3	48 days	140 days	140 days	3 days	46 days
Percent of Medicaid < 60 days 4	95%	65%	97%	40%	74%
Percent of Medicaid < 90 days 5	90%	91%	99%	52%	87%
Percent of Commercial Insurance < 90 days 6	90%	94%	99%	26%	82%
Upfront Cash Collections 9	\$20	\$10	\$15	\$8	\$10
Credit Balance % 7	3%	1%	2%	1%	1%
Denial Rate Past 90 Days 10	3%				

AR Aging (000's)	AR Aging (000's)			
	0 -30	31 - 60	61 - 90	91 -120
Medicare	\$49	\$44	\$31	\$38
Aging %	22%	20%	14%	17%
Medicaid	\$38	\$40	\$38	\$20
Aging %	20%	21%	20%	10%
Commercial Insurance	\$38	\$37	\$28	\$13
Aging %	19%	19%	14%	7%
Self Pay	\$5	\$3	\$3	\$4
Aging %	-3%	2%	2%	3%
Total	\$120	\$124	\$100	\$75
Aging %	16%	16%	13%	10%
				\$352
				46%

Definitions:

- Days Unbilled: Discharged not billed amount on the last day of the month divided by daily gross revenue for the current month.
- Rolling 12 Mos Cash Collect % Net Revenue*: Rolling 12 mo Cash Collections / (Rolling 12 months 30 day lag Net Rev)
- AR Days Net: Net Accounts Receivable / (Last 3 months NPR Less BD / Days in Period).
- Medicare: Traditional Medicare ONLY, excludes all Managed Care Medicare payers.
- Medicaid: Includes ALL Medicaid, traditional and managed care.
- Commercial Insurance: Includes all commercially contracted and Managed Medicare payers; excluding Charity and Self-Pay.
- Credit Balance %: Credit balances on the last day of the month divided by gross AVR on the last day of the month.
- Cost to Collect per Dollar: Direct costs for the month for business office and admissions, including benefits, divided by collections for the month.
- Upfront Collections: collection of all co-pays and deductibles at time of visit
- Denial Rate %: Total dollar amount of claims denied by payers within past 90 divided by total dollar amount of claims submitted within past 90 days.



Balance Sheet Union County Consolidated

	May-19 Current Month	Apr-19 Previous Month	Variance* \$	Variance* %	May-18 Last Year	Variance \$	Variance* %	Jun-18 Last Year End	Variance* \$	Variance* %
ASSETS										
Current Assets										
Cash and Cash Equivalents	\$639	\$476	\$163	34.4%	\$1,435	(\$796)	(55.4%)	\$840	(\$201)	(23.9%)
Short-Term Investments	0	0	0	0.0%	0	0	0.0%	0	0	0.0%
Assets Whose Use is Limited, and Required for Current Liabilities	1,234	1,187	47	4.0%	1,628	(394)	(24.2%)	901	333	37.0%
Patient Accounts Receivable, Net	923	1,008	(85)	(8.5%)	819	104	12.6%	776	147	18.9%
Inventories	206	201	5	2.6%	179	27	15.5%	179	27	15.1%
Other Current Assets	787	543	244	45.0%	1,037	(250)	(24.0%)	881	(94)	(10.7%)
Total Current Assets	3,789	3,415	374	11.0%	5,098	(1,309)	(25.6%)	3,577	212	5.9%
Assets Whose Use is Limited or Donor-Restricted	905	903	2	0.2%	1,691	(786)	(46.5%)	1,691	(786)	(46.5%)
Net of Amount Required for Current Liabilities										
Property, Plant, and Equipment, Net	9,449	9,481	(32)	(0.3%)	9,688	(239)	(2.5%)	9,650	(201)	(2.1%)
Noncurrent Investments (Unrestricted)	0	0	0	0.0%	0	0	0.0%	0	0	0.0%
Other Assets	24	25	(1)	0.0%	21	3	0.0%	25	(1)	(4.0%)
Total Assets	\$14,167	\$13,824	\$343	2.5%	\$16,498	(\$2,331)	(14.1%)	\$14,943	(\$776)	(5.2%)
LIABILITIES AND FUND BALANCES										
Current Liabilities										
Accounts Payable	\$687	\$434	\$253	58.4%	\$512	\$175	34.1%	\$297	\$390	131.3%
Accrued Expense Payable	363	322	41	12.9%	626	(263)	(42.0%)	540	(177)	(32.8%)
Estimated Third Party Payor Settlements	792	625	157	25.2%	2,500	(1,718)	(68.7%)	2,373	(1,591)	(67.0%)
Other Current Liabilities	1	1	0	(6.2%)	(4)	5	119.2%	(4)	5	(125.0%)
Current Portion of Long-Term Debt	627	635	(8)	(1.3%)	188	459	274.2%	748	(121)	(16.2%)
Total Current Liabilities	2,480	2,017	443	22.0%	3,802	(1,342)	(35.3%)	3,954	(1,494)	(37.8%)
Inter-Company	0	0	\$0	0.0%	0	0	0.0%	0	0	0.0%
Long-Term Debt, Net of Current Portion	3,886	3,886	0	0.0%	4,875	(989)	(20.3%)	3,766	120	3.2%
Other Liabilities	0	0	0	0.0%	0	0	0.0%	0	0	0.0%
Total Liabilities	6,346	5,903	443	7.5%	8,677	(2,331)	(26.9%)	7,720	(1,374)	(17.8%)
Fund Balances										
Unrestricted	7,771	7,871	(100)	(1.3%)	\$7,771	\$0	0.0%	\$7,173	\$598	8.3%
Temporarily Donor-Restricted	50	50	0	0.0%	50	0	0.0%	50	\$0	0.0%
Permanently Donor-Restricted	0	0	0	0.0%	0	0	0.0%	0	\$0	0.0%
Total Fund Balances	7,821	7,921	(100)	(1.3%)	7,821	0	(0.0%)	7,223	598	8.3%
Total Liabilities and Fund Balances	\$14,167	\$13,824	\$343	2.5%	\$16,498	(\$2,331)	(14.1%)	\$14,943	(\$776)	(5.2%)
Days Cash on Hand	22	17	4	25.9%	49	(28)	(56.2%)	26	(4)	(15.8%)
Variance Between Assets and Liabilities/Fund Balance	0	0	0	12	0	0	0	0	0	0

*Brackets indicate an Unfavorable Variance



Income Statement
 Union County Consolidated
Through the Period Ending May-19

	Current Month			Fiscal Year-to-Date		
	Actual	Budget	Variance *	Actual	Budget	Variance *
		\$	%		\$	%
Inpatient Revenue	\$276	\$445	(\$169) (37.9%)	\$3,093	\$3,652	(\$620) (17.0%)
Outpatient Revenue	1,157	1,054	103 9.8%	10,310	11,388	391 3.4%
TOTAL GROSS PATIENT REVENUE	1,433	1,499	(66) (4.4%)	13,403	15,040	(229) (1.5%)
REVENUE DEDUCTIONS						
Medicare Contractual	317	221	(96) (43.6%)	2,149	2,204	55 7.0%
Medicaid Contractual	258	178	(80) (44.8%)	1,643	1,673	30 1.8%
Prior Year Medicare Cost Report Adj.	0	0	0 0.0%	(100)	0	100 0.0%
Prior Year Medicaid Cost Report Adj.	0	0	0 0.0%	0	0	0 0.0%
Disproportionate Share	0	0	0 0.0%	0	0	0 0.0%
UPL	(122)	(108)	(14) 13.0%	(1,329)	(1,191)	138 11.6%
Managed Care (HMO/PPC) Discounts	193	203	(10) 5.0%	2,649	1,983	(666) (33.5%)
Charity & Indigent Discounts	68	4	(64) (1,592.2%)	458	44	(414) (940.5%)
Other Discounts	(7)	0	7 0.0%	99	0	(99) 0.0%
Self Pay Discounts	0	0	0 0.0%	0	2	2 100.0%
TOTAL REVENUE DEDUCTIONS	707	498	(209) (41.9%)	5,569	4,715	(854) (18.1%)
TOTAL NET PATIENT REVENUE	726	1,001	(275) (27.4%)	9,242	10,325	(1,083) (10.5%)
Bad Debts	83	126	43 34.0%	776	1,263	487 38.6%
TOTAL NET PATIENT REVENUE LESS BAD DEBTS	643	875	(232) (26.5%)	8,466	9,062	(596) (6.6%)
Tax Subsidy Revenue	129	98	31 32.4%	1,289	1,074	215 20.0%
Other Revenue	80	51	29 55.1%	872	565	307 54.4%
TOTAL NET REVENUE	852	1,024	(172) (16.7%)	10,627	10,701	(74) (0.7%)
OPERATING EXPENSE						
Salary and Wages	424	488	64 13.1%	4,927	5,367	440 8.2%
Employee Benefits	71	67	(4) (6.3%)	806	734	(72) (9.7%)
Professional Fees	75	14	(61) (421.9%)	340	158	(182) (115.2%)
Medical Supplies	41	38	(3) (8.5%)	395	415	20 4.9%
Pharmaceutical Supplies	41	17	(24) (148.2%)	222	183	(39) (21.8%)
Other Supplies	9	11	2 15.4%	133	118	(15) (12.4%)
Purchased Services	102	92	(10) (10.3%)	977	1,013	36 3.6%
Lease and Rent	45	50	5 9.4%	491	550	59 10.8%
Insurance	17	19	2 11.1%	184	211	27 8.3%
Utilities	13	18	5 27.0%	167	193	26 13.6%
Depreciation & Amortization	49	54	5 8.4%	589	591	2 0.3%
Interest	11	14	3 21.0%	117	149	32 21.0%
Other Total Operating Expenses	55	82	27 33.0%	671	904	233 25.8%
TOTAL OPERATING EXPENSES	953	994	11 1.0%	10,029	10,586	557 5.3%
OPERATING MARGIN	(101)	60	(161) (259.9%)	598	115	483 416.8%
NON-OPERATING REVENUE (EXP)						
Investment Income	0	0	0 0.0%	0	0	0 0.0%
Impairment of Long-Lived Assets	0	0	0 0.0%	0	0	0 0.0%
Gain/(Loss) on Facility Sale	0	0	0 0.0%	0	0	0 0.0%
Corporate Allocation	0	0	0 0.0%	0	0	0 0.0%
Refinancing Costs	0	0	0 0.0%	0	0	0 0.0%
Contribution Received for Acquisition	0	0	0 0.0%	0	0	0 0.0%
Other Total Non-Operating Expenses (EXP)	0	0	0 0.0%	0	0	0 0.0%
TOTAL NON-OPERATING REVENUE (EXP)	0	0	0 0.0%	0	0	0 0.0%
NET MARGIN	(\$101)	\$60	(\$161) (268.3%)	\$598	\$115	\$483 420.0%
EBIDA	(\$41)	\$128	(\$169) (132.0%)	(\$1,304)	\$855	\$449 52.5%

* Brackets indicate an Unfavorable Variance



Statement Of Cash Flows
 Union County Consolidated
 May-19

Cash Flows From Operating Activities

	Current Month	Fiscal YTD
Net Margin	(\$101)	\$598
Adjustment for Depreciation and Amortization	49	589
Change in Working Capital		
Short-Term Investments	0	0
Assets Whose Use is Limited	(47)	(333)
Patient Accounts Receivable (Net)	85	(147)
Inventories	(5)	(27)
Other Current Assets	(244)	94
Accounts Payable	253	390
Accrued Expense Payable	41	(177)
Estimated Third-Party Payor Settlements	157	(1,591)
Other Current Liabilities	0	5
Net Cash Provided (Used) by Operating Activities	188	(599)

Changes in Noncurrent Assets and Liabilities

Assets Whose Use is Limited or Donor-Restricted	(2)	786
Noncurrent Investments (Unrestricted)	0	0
Other Assets	1	1
Other Liabilities	0	0

Net Cash Provided by Noncurrent Operating Activities

	(1)	787
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Capital and Related Financing Activities

Property, Plant & Equipment	(17)	(388)
Inter-Company	0	0
Current Portion of Long-Term Debt	(8)	(121)
Long-Term Debt	0	120
Donor Restricted Contributions Received	0	0
Other Fund Balance Changes	1	0

Net Capital & Related Financing Activities

	(24)	(389)
--	------	-------

Net Increase (Decrease) in Cash

	163	(201)
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Cash at Beginning of Period

	476	840
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Cash at End of Period

	\$639	\$639
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CLAYTON HEALTH SYSTEMS

JUNE 26, 2019 MOR

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

Period Ending May 31, 2019

INCOME STATEMENT:

1. Gross patient revenue for May was \$1.43M; \$66k < budget; \$129k > PY.
2. Total net patient revenue for the month, after CA prior to bad debt was \$726k.
3. Total net patient revenue after bad debt was \$643k; \$232k < budget.
4. Total other revenue for May is \$80k.
5. County tax subsidy revenue based on County budget is \$129k.
6. Total MTD net operating revenue was \$852k; 172k < budget; 425k < PY.
7. Operating expenses for May were \$953k; 11k < budget; 12k > PY.
8. Operating margin loss of \$101k and EBIDA loss of \$41k.
9. YTD, we have an operating margin of \$598k and positive EBIDA of \$1.3M.

YTD Budget to Actual Variances is as follows:

Gross Patient Revenue is **under** budget by \$229k.

Total Net Operating Revenues are **under** our YTD budget by \$74k.

Total Operating Expenses are **under** budget by \$557k.

Salary/Benefits are **under** budget YTD by \$368k.

Professional fees/Purchased Services are **over** budget by \$146k.

Pharmacy, Medical, Other Supplies are **over** budget by \$34k.

Other operating expenses (postage, subscriptions, dues, licenses, taxes, maintenance, lease, utilities, travel and education) are **under** budget by \$335k.

Includes physician recruiting and Audit Invoices.

Depreciation and Interest are **under** budget by \$34k.

BALANCE SHEET:

10. UCGH had operating cash of \$410k.
11. UCGH had payroll cash of \$242k.
12. May CD balances total \$905k.
13. AR Mill Levy balance \$575k.
14. AR Hospital GRT balance \$163k.
15. Net Patient AR is \$923k.
16. Trade Accounts Payable total \$540k.
17. AP Manual accruals is \$164k.
18. Estimated 3rd party settlements \$402k from 2017 Interim Cost Report, \$261k for 2018 CR and \$108k for 2019 CR for a total of \$771k.
19. May Days Cash on Hand is 22 days.

REQUEST FROM UCGH MILL LEVY/GRT

6/26/2019

BY: Mollisa Prante

Check #	Date	PAID TO:	AMOUNT
47159	4/24/2019	Novitas Solutions Part A	206,977.00
47059	4/5/2019	GSD-Admin Services Division	53,878.70
47291	5/2/2019	GSD-Admin Services Division	52,534.48
TOTAL			\$ 313,390.18


UNION COUNTY HOSPITAL BOARD APPROVAL

6-26-2019
DATE

UNION COUNTY
Resolution No. 107-29

Authorization of Union County GGRT Special Fund (600) (DFA #29900) budget increase

WHEREAS, Union County is requesting an increase to the Union County GGRT fund.

WHEREAS, The GGRT Special Fund 600 is the fund that allocates monthly payment to Union County General Hospital for the NMFA loan #3574-PP.

WHEREAS, Union County miscalculated the monthly NMFA payment.

Budget Increase

<i>Fund</i>	<i>Description</i>	<i>From</i>	<i>To</i>
DFA#29900	Other Special Revenue (600)		
	GGRT Special Fund Balance	\$3,000	
600-00-1410	GGRT Special Receipts		\$3,000
600-00-1410	GGRT Special Receipts	\$3,000	
600-83-2076	Operating Expenses		\$3,000
DFA #20400	County Road (402)		
	Reimbursement for Young Fire	\$20,000	
402-00-1262	Reimbursement to County		\$20,000
402-00-1262	Reimbursement to County	\$20,000	
402-25-2076	Operating Expense		\$20,000

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

DONE at Clayton, County of Union this 9th day of July, 2019

BOARD OF COMMISSIONERS - UNION COUNTY

ATTEST:

Justin Bennett, Chairman

W. Carr Vincent, Member

Mary Lou Harkins, County Clerk

Clayton Kiesling, Member

RESOLUTION AND AGREEMENT
OF
UNION COUNTY
Resolution #2020-03
APPROVING PARTICIPATION IN THE PROGRAMS
OF THE
EASTERN PLAINS COUNCIL OF GOVERNMENTS
FOR FISCAL YEAR 2019-2020

WHEREAS the County of Union (hereinafter known as the "MEMBER"), desires to continue as a participating member in the programs and policy development for the Eastern Plains Council of Governments (hereinafter known as the "EPCOG");

WHEREAS, it is necessary and desirable that an agreement setting forth the services to be performed by the EPCOG and the MEMBER be entered into, with the EPCOG agreeing to furnish the following:

- a. Implement the work program as established by the EPCOG Board of Directors for the **2019-2020 Fiscal Year** including providing technical assistance, project and program planning, proposal development and funding assistance.
- b. Continue eligibility as an Economic Development District for participating localities under Section 402 of the Public Works and Economic Development Act of 1965, as amended.
- c. Address problems, issues and opportunities of a regional nature which go beyond single municipal or county jurisdictional boundaries and serve as a liaison and advocate for local governments within the region at the state and federal levels.
- d. Contract with NMDOT to provide RPO planning assistance to the Northeast and Southwest RPOs in collaboration with SENMEDD/COG and NCNMEDD.
- e. Support planning, development and implementation of infrastructure plans and projects including assistance with preparation of Infrastructure Capital Improvement Plans (ICIP) as requested.

WHEREAS it is necessary to set forth the sum to be paid by the MEMBER to the EPCOG as annual dues, thereby placing the MEMBER with voting powers on the EPCOG Board of Directors as provided in the EPCOG By-Laws, with the MEMBER agreeing to furnish the following:

- a. To participate through their designated representative or alternate, in EPCOG's policy development process by attending meetings, helping formulate the annual work program, reviewing the EPCOG Goals and Objectives, and concurrences with the District Comprehensive Economic Development Strategy (CEDS).
- b. To pay to the EPCOG the sum of \$1,241.00 as annual membership dues as payment for the aforementioned services for the period beginning **July 1, 2019 and ending June 30, 2020**.
- c. The MEMBER hereby appoints _____ as their designated representative and _____ as alternate.

NOW THEREFORE BE IT RESOLVED THAT the MEMBER and the EPCOG hereby mutually agree to the aforementioned provisions of the Resolution and Agreement.

ATTESTATION:

MEMBER GOVERNMENT

Clerk or other Authorized Official

Signature of Authorized Official

**UNION COUNTY
RESOLUTION #2020-04**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Union County and the New Mexico Department of Transportation (NMDOT) have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$145,899.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$109,424.00

and

b. Union County's proportional matching share shall be 25% or \$36,475.00

TOTAL PROJECT COST IS \$145,899.00

Union County shall pay all costs, which exceed the total amount of \$ \$145,899.00

NOW THEREFORE, BE IT RESOLVED in official session that Union County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and Union County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED BY UNION COUNTY, to enter into Cooperative Agreement Project #SP-4-20(XXX), Control #L400430 with the NMDOT for LGRF project for year terminating on December 31, 2020.

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements and miscellaneous construction to various county roads.

DONE AND RESOLVED this 9th day of July, 2019

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

ATTEST:

Justin Bennett, Chairman

W. Carr Vincent, Member

Mary Lou Harkins, County Clerk

Clayton Kiesling, Member

**UNION COUNTY
RESOLUTION NO. 2020-05**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Union County and the New Mexico Department of Transportation (NMDOT) have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$296,273.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$222,205.00

and

b. Union County's proportional matching share shall be 25% or \$74,068.00

TOTAL PROJECT COST IS \$296,273.00

Union County shall pay all costs, which exceed the total amount of \$ \$296,273.00

NOW THEREFORE, BE IT RESOLVED in official session that Union County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and Union County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED BY UNION COUNTY, to enter into Cooperative Agreement Project #CAP-4-20(XXX), Control #L400437 with the NMDOT for LGRF project for year terminating on December 31, 2020.

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, and miscellaneous construction to various county roads.

DONE AND RESOLVED this 9th day of July, 2019

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

ATTEST:

Justin Bennett, Chairman

W. Carr Vincent, Member

Mary Lou Harkins, County Clerk

Clayton Kiesling, Member

**UNION COUNTY
RESOLUTION NO. 2020-06**

**PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND PROGRAM ADMINISTERED BY
NEW MEXICO DEPARTMENT OF TRANSPORTATION**

WHEREAS, the Union County and the New Mexico Department of Transportation (NMDOT) have entered into a joint and coordinated effort.

WHEREAS, the total cost of the project will be \$165,852.00 to be funded in proportional share by the parties hereto as follows:

a. New Mexico Department of Transportation's share shall be 75% or \$124,389.00

and

b. Union County's proportional matching share shall be 25% or \$41,463.00

TOTAL PROJECT COST IS \$165,852.00

Union County shall pay all costs, which exceed the total amount of \$ \$165,852.00

NOW THEREFORE, BE IT RESOLVED in official session that Union County determines, resolves, and orders as follows:

That the project for this Cooperative agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and Union County incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW THEREFORE, BE IT RESOLVED BY UNION COUNTY, to enter into Cooperative Agreement Project #SB- ()20, Control #L400444 with the NMDOT for LGRF project for year terminating on December 31, 2020.

Plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, and miscellaneous to various county roads.

DONE AND RESOLVED this 9th day of June, 2019.

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

ATTEST:

Justin Bennett, Chairman

W. Carr Vincent, Member

Mary Lou Harkins, County Clerk

Clayton Kiesling, Member

UNION COUNTY
RESOLUTION NO. 2020-07

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND HARDSHIP MATCH WAIVER
PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Union County and the New Mexico Department of Transportation have entered into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$145,899.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$109,424.00
and
- b. Union County's proportional matching share shall be 25% or \$36,475.00 if a "Hardship" for "Match Waiver" is not deemed to be present by Department of Finance and Administration and the Department of Transportation.

TOTAL PROJECT COST IS \$145,899.00

Union County shall pay all costs, which exceed the total amount of \$145,899.00

WHEREAS, Union County has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money and Union County requests participation in this Match Waiver Program in the amount of \$74,068.00.

Now therefore, be it resolved in official session that Union County determines, resolves and orders as follows:
That the project for this Cooperative Agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and Union County incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by Union County to enter into Cooperative Agreement Project Number SP-4-20(XXX); Control Number L400430 with the NMDOT for LGRF Project for year 2020 to plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, and miscellaneous to various other county roads within the control of Union County, New Mexico.

DONE AND RESOLVED this 9th day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, NEW MEXICO

ATTEST:

Mary Lou Harkins, County Clerk

Justin Bennett, Chairman

W. Carr Vincent, Member

Clayton Kiesling, Member

UNION COUNTY
RESOLUTION NO. 2020-08

PARTICIPATION IN LOCAL GOVERNMENT ROAD FUND HARDSHIP MATCH WAIVER
PROGRAM ADMINISTERED BY NEW MEXICO DEPARTMENT OF TRANSPORTATION

WHEREAS, Union County and the New Mexico Department of Transportation have entered into a Cooperative Agreement.

WHEREAS, the total cost of the project will be \$296,273.00 to be funded in proportional share by the parties hereto as follows:

- a. New Mexico Department of Transportation's share shall be 75% or \$222,205.00
and
- b. Union County's proportional matching share shall be 25% or \$74,068.00 if a "Hardship" for "Match Waiver" is not deemed to be present by Department of Finance and Administration and the Department of Transportation.

TOTAL PROJECT COST IS \$296,273.00

Union County shall pay all costs, which exceed the total amount of \$296,273.00

WHEREAS, Union County has a limited tax base, which limits the funding for meeting the proportional matching share; and, a fund exists in the NMDOT appropriated by the New Mexico State Legislature for Public Entities in need of "hardship" match money and Union County requests participation in this Match Waiver Program in the amount of \$74,068.00.

Now therefore, be it resolved in official session that Union County determines, resolves and orders as follows:
That the project for this Cooperative Agreement is adopted and has a priority standing.

The agreement terminates on December 31, 2020 and Union County incorporates all the agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into the written agreement.

NOW therefore, be it resolved by Union County to enter into Cooperative Agreement Project Number CAP-4-20(XXX); Control Number L400437 with the NMDOT for LGRF Project for year 2020 to plan design, construction management, construction, reconstruction, pavement rehab, drainage improvements, and miscellaneous to various other county roads within the control of Union County, New Mexico.

DONE AND RESOLVED this 9th day of July, 2019.

BOARD OF COUNTY COMMISSIONERS
OF UNION COUNTY, NEW MEXICO

Justin Bennett, Chairman

ATTEST:

Mary Lou Harkins, County Clerk

Walter C. Hall, Member

W. Carr Vincent, Member

BOARD OF COUNTY COMMISSIONERS OF
UNION COUNTY, NEW MEXICO

SCRIPT FOR PUBLIC HEARING ON
PROPOSED ISSUANCE OF LOAN

July 9, 2019

I am Justin Bennett, Chairman of the Board of County Commissioners of Union County, New Mexico.

This public hearing is being held pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended, to hear all persons with views in favor of or opposed to the proposed plan to refinance Loan No. PPRF-2334 dated October 16, 2009 from the New Mexico Finance Authority, by executing and delivering a Loan Agreement in the maximum amount of \$1,524,481, by and between Union County and the New Mexico Finance Authority. The actual loan amount has been reduced to \$1,304,071 through the application of debt service reserve funds available from the existing loan from the Finance Authority.

The proceeds of the 2009 Loan Agreement were used by Clayton Health Systems, Inc., as operator and lessor of the Union County General Hospital from the County, which contracted at such time with Brim Healthcare to manage the Hospital, to finance the costs of constructing improvements to the Hospital located at 301 Harding Street, Clayton, New Mexico. Clayton Health Systems, Inc. currently contracts with Community Hospital Corporation, a Texas nonprofit corporation, to manage the Hospital.

This hearing is now open to questions and comments from the public.

Does anyone have any written comments to submit or any additional commentary?

[pause] I declare the TEFRA hearing portion of this meeting adjourned.

UNION COUNTY, NEW MEXICO
ORDINANCE NO. 2019-39

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT (THE "LOAN AGREEMENT") AND INTERCEPT AGREEMENT BY AND BETWEEN UNION COUNTY, NEW MEXICO (THE "COUNTY") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT OF \$1,353,328, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF REFINANCING LOAN NO. PPRF-2334 DATED OCTOBER 16, 2009 FROM THE FINANCE AUTHORITY FOR IMPROVEMENTS AND RENOVATIONS AND THE ACQUISITION OF EQUIPMENT AT THE UNION COUNTY HOSPITAL, PAYING A LOAN PROCESSING FEE AND COSTS OF ISSUANCE, AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON, THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES, INCLUDING OPERATING AGREEMENT PAYMENTS, RECEIVED BY THE COUNTY PURSUANT TO AN OPERATING AGREEMENT WITH THE OPERATOR OF THE HOSPITAL AND FROM THE REVENUES OF THE THIRD ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF COUNTY GROSS RECEIPTS TAX; PROVIDING FOR THE COUNTY'S DISTRIBUTIONS OF THE THIRD ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF GROSS RECEIPTS TAX REVENUES FROM THE TAXATION AND REVENUE DEPARTMENT OF THE STATE TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO AN INTERCEPT AGREEMENT UPON CERTAIN EVENTS OF DEFAULT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

Capitalized terms used in the following recitals have the same meaning as defined in Section 1 of the Ordinance, unless the context requires otherwise.

WHEREAS, the Governmental Unit is a legally and regularly created, established, organized and existing county under the general laws of the State; and

WHEREAS, the Governing Body has determined and hereby determines that the Project may be financed with amounts borrowed under the 2019 Loan Agreement and that it is in the best interest of the Governmental Unit and its residents that the 2019 Loan Agreement and the Intercept Agreement be executed and delivered and that the financing of the Project take place by executing and delivering the 2019 Loan Agreement and the Intercept Agreement; and

WHEREAS, the Governing Body has determined pursuant to the Act that it may lawfully pledge the Pledged Revenues for the payment of amounts due under the 2019 Loan Agreement; and

WHEREAS, other than as described in Exhibit "A" to the 2019 Loan Agreement, the Pledged Revenues have not heretofore been pledged to secure the payment of any obligation which is currently outstanding; and

WHEREAS, the 2019 Loan Agreement shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues and shall not constitute a general obligation of the Governmental Unit, or a debt or pledge of the full faith and credit of the Governmental Unit or the State; and

WHEREAS, CHS has entered into an Operating Agreement providing, in pertinent part, for the payment of Operating Agreement Payments to the Governmental Unit at times and in amounts necessary to pay the Loan Agreement Payments due under the 2019 Loan Agreement as well as the payments due in connection with the 2014 Loan Agreement, the 2015 Loan Agreement and the 2016 Loan Agreement; and

WHEREAS, Community Hospital and CHS have entered into a Management Agreement for the management of the Hospital Facility; and

WHEREAS, there have been presented to the Governing Body and there presently are on file with the County Clerk this Ordinance and the forms of the 2019 Loan Agreement and Intercept Agreement, which are incorporated by reference and considered to be a part hereof; and

WHEREAS, the Governing Body hereby determines that the Project to be financed by the Loan is to be used for governmental purposes of the Governmental Unit and will be used in a manner so as to qualify the Loan as a qualified 501(c)(3) bond under Section 145 of the Internal Revenue Code of 1986, as amended; and

WHEREAS, all required authorizations, consents and approvals in connection with (i) the use and pledge of the Pledged Revenues to the Finance Authority (or its assigns) for the payment of the amounts due under the 2019 Loan Agreement, (ii) the use of the proceeds of the 2019 Loan Agreement to finance the Project, and (iii) the authorization, execution and delivery of the 2019 Loan Agreement and the Intercept Agreement which are required to have been obtained by the date of this Ordinance, have been obtained or are reasonably expected to be obtained; and

WHEREAS, pursuant to Ordinance No. 39, the Governmental Unit authorized the execution and delivery of the 2009 Loan Agreement, secured in part with revenues received by the Governmental Unit pursuant to an operating agreement with CHS, which Operating Agreement Payments are included in the Net Revenues of the Hospital Facility, as defined in Ordinance No. 39; and

WHEREAS, pursuant to Ordinance No. 2014-26, the Governmental Unit authorized the execution and delivery of the 2014 Loan Agreement, secured in part with revenues received by the Governmental Unit pursuant to an operating agreement with CHS, which Operating Agreement Payments are included in the Net Revenues of the Hospital Facility, as defined in Ordinance No. 2014-26; and

WHEREAS, pursuant to Ordinance No. 2015-32, the Governmental Unit authorized the execution and delivery of the 2015 Loan Agreement, secured in part with revenues received by

the Governmental Unit pursuant to an operating agreement with CHS, which Operating Agreement Payments are included in the Net Revenues of the Hospital Facility, as defined in Ordinance No. 2015-32; and

WHEREAS, pursuant to Resolution No. 105-18, the Governmental Unit authorized the execution and delivery of the 2016 Loan Agreement, secured in part with revenues received by the Governmental Unit pursuant to an operating agreement with CHS, which Operating Agreement Payments are included in the Net Revenues of the Hospital Facility, as defined in Resolution No. 105-18.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE COUNTY OF UNION, NEW MEXICO:

Section 1. Definitions. As used in this Ordinance, the following capitalized terms shall, for all purposes, have the meanings herein specified or as set forth in the 2019 Loan Agreement, unless the context clearly requires otherwise (such meanings to be equally applicable to both the singular and the plural forms of the terms defined):

“2009 Loan Agreement” means the \$2,260,338 Loan Agreement No. PPRF-2334 by and between the Finance Authority and the Governmental Unit dated October 16, 2009 and any amendments or supplements thereto, including the exhibits attached to the 2009 Loan Agreement, which is being refunded with the proceeds of this Loan.

“2014 Loan Agreement” means the \$2,364,457 Loan Agreement No. PPRF-3145 by and between the Finance Authority and the Governmental Unit dated October 17, 2014 and any amendments or supplements thereto, including the exhibits attached to the 2014 Loan Agreement.

“2015 Loan Agreement” means the \$1,171,793 Loan Agreement No. PPRF-3384 by and between the Finance Authority and the Governmental Unit dated October 16, 2015 and any amendments or supplements thereto, including the exhibits attached to the 2015 Loan Agreement.

“2016 Loan Agreement” means the \$459,962 Loan Agreement No. PPRF-3574 by and between the Finance Authority and the Governmental Unit dated November 18, 2016 and any amendments or supplements thereto, including the exhibits attached to the 2016 Loan Agreement.

“2019 Loan Agreement” means the \$1,353,328 Loan Agreement No. PPRF-4931 by and between the Finance Authority and the Governmental Unit dated the Closing Date, as authorized by this Ordinance and any amendments or supplements thereto, including the exhibits attached to the 2019 Loan Agreement.

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Section 7-20E-9, NMSA 1978, as amended, and enactments of the Governing Body relating to the 2019 Loan Agreement and the Intercept Agreement, including this Ordinance.

“Aggregate Annual Debt Service Requirement” means the total principal and interest payments due and payable pursuant to the 2019 Loan Agreement and on all Parity Obligations secured by a pledge of the Pledged Revenues for any one Fiscal Year.

“Authorized Officers” means the Chairman or Vice-Chairman of the Governing Body, County Treasurer, County Manager, County Finance Director and County Clerk.

“Bonds” means public project revolving fund revenue bonds, if any, issued hereafter by the Finance Authority and related to the 2019 Loan Agreement and the Loan Agreement Payments.

“CHS” means Clayton Health Systems, Inc., a New Mexico nonprofit and 501(c)(3) corporation and its successors and assigns.

“Closing Date” means the date of execution, delivery and funding of the 2019 Loan Agreement and the execution and delivery of the Intercept Agreement.

“Code” means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

“Community Hospital” means Community Hospital Consulting, Inc., a Texas corporation, and its successors and assigns.

“Completion Date” means the date of final payment of the cost of the Project.

“Costs of Issuance” means the expenses incurred by the Governmental Unit in entering into the 2019 Loan Agreement, including professional fees.

“County Gross Receipts Tax Revenues” means the revenues of the third one-eighth of one percent County Gross Receipts Tax enacted pursuant to Section 7-20E-9, NMSA 1978 and Ordinance No. 24, adopted by the Governing Body on August 10, 2004.

“Distributing State Agency” means the department or agency of the State, as described on the Term Sheet attached as Exhibit “A” to the 2019 Loan Agreement, authorized to distribute the revenues of the third one-eighth of one percent (0.125%) of County Gross Receipts Tax enacted pursuant to Section 7-20E-9, NMSA 1978, as amended, and County Ordinance No. 24 adopted by the Governing Body on August 10, 2004, and effective as of January 1, 2005, to or on behalf of the Governmental Unit.

“Expenses” means the cost of execution of the 2019 Loan Agreement and the cost of issuance of the Bonds, if any, and the periodic and regular fees and expenses incurred by the Finance Authority in administering the 2019 Loan Agreement, including legal fees.

“Finance Authority” means the New Mexico Finance Authority.

“Finance Authority Debt Service Account” means the debt service account in the name of the Governmental Unit and held by the Finance Authority to pay principal and interest on the 2019 Loan Agreement as the same become due.

“Fiscal Year” means the period commencing on July 1 in each calendar year and ending on the last day of June of the next succeeding calendar year, or any other twelve-month period, which any appropriate authority may hereafter establish for the Governmental Unit as its fiscal year.

“Governing Body” means the Board of County Commissioners of the Governmental Unit, or any future successor governing body of the Governmental Unit.

“Governmental Unit” means Union County, New Mexico.

“Gross Revenues” means all income and revenues directly or indirectly derived by CHS from the operation and use of the Hospital Facility, or any part of the Hospital Facility, and includes, without limitation, all revenues received by CHS, or any corporation or other entity succeeding to the rights of CHS, from the Hospital Facility, including any condemnation proceeds relating to the Hospital Facility, but excluding:

(a) any money received as (i) grants or gifts (including property) from the United States of America, the State or other sources, to the extent specifically restricted by the donor to a particular purpose inconsistent with the use thereof for payment of debt service on the Loan or (ii) the proceeds of any charge or tax intended as a replacement therefore or other capital contributions from any source to the extent specifically restricted by the donor to a particular purpose inconsistent with the use thereof for payment of debt service on the Loan; or

(b) the proceeds of any insurance policy, except any insurance proceeds derived in respect of property loss, loss of use or business interruption; or

(c) any profit or loss on the early extinguishment of debt or on the sale or other disposition of, not in the ordinary course of business, of investments, fixed assets or capital assets.

“Herein,” “hereby,” “hereunder,” “hereof,” “hereinabove” and “hereafter” refer to this entire Ordinance and not solely to the particular section or paragraph of this Ordinance in which such word is used.

“Hospital Facility” means the Union County General Hospital in Clayton, New Mexico, which is owned by the Governmental Unit and presently operated by CHS pursuant to the Operating Agreement.

“Indenture” means the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and the Trustee, or successor trustee, or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2009, as supplemented, by and between the Finance Authority and the Trustee, or successor trustee, as determined by the Finance Authority pursuant to a Pledge Notification or Supplemental Indenture, as defined in the Indenture.

“Intercept Agreement” means the Intercept Agreement dated the Closing Date between the Governmental Unit and the Finance Authority providing for the direct payment by the Governmental Unit or the Distributing State Agency to the Finance Authority of County Gross

Receipts Tax Revenues in amounts sufficient, in combination with the Operating Agreement Payments, to pay the Loan Agreement Payments, and any amendments or supplements to the Intercept Agreement.

“Loan” means the funds to be loaned to the Governmental Unit in the Loan Agreement Principal Amount by the Finance Authority pursuant to the 2019 Loan Agreement.

“Loan Agreement Principal Amount” means the original principal amount of the 2019 Loan Agreement as shown on the Term Sheet attached as Exhibit “A” to the 2019 Loan Agreement.

“Loan Agreement Reserve Account” means the loan agreement reserve account established in the name of the Governmental Unit funded from the proceeds of the 2019 Loan Agreement, and administered by the Trustee pursuant to the Indenture.

“Loan Agreement Reserve Requirement” means with respect to the Loan, the amount shown as the Loan Agreement Reserve Account Deposit on Exhibit “A” to the Loan Agreement, which amount does not exceed the least of (i) ten percent (10%) of the Loan Agreement Principal Amount, (ii) one hundred twenty-five percent (125%) of the average annual principal and interest requirements under the 2019 Loan Agreement, or (iii) the maximum annual principal and interest requirements under the 2019 Loan Agreement.

“Management Agreement” means the Hospital Management Agreement effective as of August 11, 2014 between Community Hospital and CHS for the management of the Hospital Facility.

“NMSA” means the New Mexico Statutes Annotated, 1978 Compilation, as amended and supplemented.

“Net Revenues” means the Gross Revenues after deducting Operation and Maintenance Expenses.

“Operating Agreement” means the Sixth Amended and Restated Operating Agreement effective as of September 11, 2018, by and between CHS and the Governmental Unit providing for the operation of the Hospital Facility by CHS and the payment of Operating Agreement Payments to the Governmental Unit by CHS, as such agreement may be amended from time to time.

“Operating Agreement Payments” means the payments made by CHS to the Governmental Unit pursuant to the Operating Agreement, which Operating Agreement Payments shall be in amounts at least equal to each related Loan Agreement Payment for the corresponding period as shown in the Debt Service Schedules attached as Exhibit “B” to the 2014 Loan Agreement, the 2015 Loan Agreement, the 2016 Loan Agreement and the 2019 Loan Agreement, as each may be amended from time to time.

“Operation and Maintenance Expenses” means all reasonable and necessary current expenses of the Hospital Facility, for any particular Fiscal Year or period to which such term is

applicable, paid or accrued, related to operating, maintaining and repairing the Hospital Facility, including, without limiting the generality of the foregoing:

(a) legal and overhead expenses directly related and reasonably allocable to the administration of the Hospital Facility;

(b) insurance premiums for the Hospital Facility, including, without limitation, premiums for property insurance, public liability insurance and workers' compensation insurance, whether or not self-funded;

(c) the costs of audits of the books and accounts of the Hospital Facility;

(d) salaries, administrative expenses, labor costs, surety bonds and the cost of utilities, materials and supplies used for or in connection with the current operation of the Hospital Facility; and

(e) any fees required to be paid under any operation, maintenance and/or management agreement with respect to the Hospital Facility.

Operation and Maintenance Expenses do not include any allowance for depreciation or charge as a replacement therefore, payments in lieu of taxes, franchise fees payable or other transfers to CHS, liabilities or penalties incurred by CHS as a result of its negligence or other misconduct in the operation of the Hospital Facility, any charges for the accumulation of reserves for capital replacements or any Operation and Maintenance Expenses payable from moneys other than Gross Revenues.

"Ordinance" means this Ordinance No. 2019-39, adopted by the Governing Body on July 9, 2019, approving the 2019 Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on Exhibit "B" attached to the 2019 Loan Agreement, as amended from time to time.

"Ordinance No. 39" means Ordinance No. 39, adopted by the Governmental Unit on September 13, 2009, as amended from time to time.

"Ordinance No. 2014-26" means Ordinance No. 2014-26, adopted by the Governmental Unit on September 5, 2014, as amended from time to time.

"Ordinance No. 2015-32" means Ordinance No. 2015-32, adopted by the Governmental Unit on September 8, 2015, as amended from time to time.

"Parity Obligations" means the 2009 Loan Agreement, the 2014 Loan Agreement, the 2015 Loan Agreement, the 2016 Loan Agreement, the 2019 Loan Agreement and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the Pledged Revenues, or any of them, and issued with a lien on the Pledged Revenues on a parity with the 2019 Loan Agreement; including those obligations described on the Term Sheet attached as Exhibit "A" to the 2019 Loan Agreement.

“Pledged Revenues” means (i) Net Revenues, including Operating Agreement Payments; and (ii) the revenues of the third one-eighth of one percent County Gross Receipts Tax enacted pursuant to Section 7-20E-9, NMSA 1978 and County Ordinance No. 24, adopted by the Governing Body on August 10, 2004 and effective as of January 1, 2005.

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on Exhibit “A” to the Loan Agreement.

“Program Account” means the account in the name of the Governmental Unit established pursuant to the Indenture and held by the Trustee for deposit of the net proceeds of the 2019 Loan Agreement for disbursement to the Governmental Unit or pursuant to its direction for payment of the costs of the Project, which may include professional fees related to the execution and delivery of the 2019 Loan Agreement.

“Project” means the refinancing of the 2009 Loan Agreement described in Exhibit “A” to the 2019 Loan Agreement and financed with the proceeds of the 2019 Loan Agreement, including any necessary and reasonable costs associated therewith.

“Resolution No. 105-18” means Resolution No. 105-18, adopted by the Governmental Unit on October 11, 2016, as amended from time to time.

“State” means the State of New Mexico.

“Term Sheet” means Exhibit “A” attached to the 2019 Loan Agreement.

“Trustee” means the BOKF, NA, Albuquerque, New Mexico, or any successor trustee company, national or state banking association or financial institution at the time appointed Trustee by the Finance Authority.

Section 2. Ratification. All actions heretofore taken (not inconsistent with the provisions of this Ordinance) by the Governing Body and officers of the Governmental Unit directed toward the financing of the Project and the execution and delivery of the 2019 Loan Agreement and the Intercept Agreement shall be, and the same hereby are, ratified, approved and confirmed.

Section 3. Authorization of the Project, the 2019 Loan Agreement and the Intercept Agreement. The financing of the Project and the method of financing the Project through execution and delivery of the 2019 Loan Agreement and the Intercept Agreement are hereby authorized and ordered. The Project is for the benefit and use of the Governmental Unit.

Section 4. Findings. The Governmental Unit hereby declares that it has considered all relevant information and data and hereby makes the following findings:

A. The Project is needed to meet the needs of the Governmental Unit and its residents, and the issuance and delivery of the 2019 Loan Agreement is necessary and advisable.

B. Moneys available and on hand for the Project from all sources other than the Loan are not sufficient to defray the costs of financing the Project.

C. The Pledged Revenues may lawfully be pledged to secure the payment of amounts due under the 2019 Loan Agreement.

D. It is economically feasible to defray, in whole or in part, the costs of the Project by the execution and delivery of the 2019 Loan Agreement.

E. The Project and the execution and delivery of the 2019 Loan Agreement and the Intercept Agreement pursuant to the Act to provide funds for the financing of the Project are necessary and in the interest of the public health, safety and welfare of the residents of and the public served by the Governmental Unit.

F. The Governmental Unit will finance the Project, in whole or in part, with the net proceeds of the Loan.

G. Other than as described in the Term Sheet, the Governmental Unit does not have any outstanding obligations payable from Pledged Revenues which it has incurred or will incur prior to the initial execution and delivery of the 2019 Loan Agreement and the Intercept Agreement.

H. The net effective interest rate on the Loan does not exceed twelve percent (12.0%) per annum, which is the maximum rate permitted by State law.

Section 5. 2019 Loan Agreement, Intercept Agreement and Operating Agreement-Authorization and Detail.

A. Authorization. This Ordinance has been adopted by the affirmative vote of at least a two-thirds (2/3) majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and financing the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the 2019 Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$1,353,328, plus interest thereon, and execute and enter into the Intercept Agreement. The execution and delivery of the 2019 Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to (i) finance the Project; (ii) fund the Loan Agreement Reserve Account; (iii) pay the Processing Fee and Costs of Issuance; and (iv) make a deposit to the Finance Authority Debt Service Account. The Governmental Unit will continue to own the project financed by the 2009 Loan Agreement

B. Detail. The 2019 Loan Agreement and Intercept Agreement shall be in substantially the forms of the 2019 Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Ordinance was adopted. The Loan shall be in an original aggregate principal amount of \$1,353,328, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the 2019 Loan Agreement and bear

interest payable on May 1 and November 1 of each year, commencing on May 1, 2020, at the rates designated in Exhibit "B" to the 2019 Loan Agreement.

C. Bank Qualified Obligations. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates the Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b)(3)(C)(ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 5.C., "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b)(3)(C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year, does not exceed \$10,000,000.

Section 6. Approval of 2019 Loan Agreement and Intercept Agreement. The forms of the 2019 Loan Agreement and Intercept Agreement as presented at the meeting of the Governing Body at which this Ordinance was adopted are hereby approved. Authorized Officers are hereby individually authorized to execute, acknowledge and deliver the 2019 Loan Agreement and Intercept Agreement with such changes, insertions and omissions as may be approved by such individual Authorized Officers, and the County Clerk is hereby authorized to affix the seal of the Governmental Unit on the 2019 Loan Agreement and Intercept Agreement and attest the same. The execution of the 2019 Loan Agreement and Intercept Agreement by an Authorized Officer shall be conclusive evidence of such approval.

Section 7. Special Limited Obligation. The 2019 Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the 2019 Loan Agreement and shall be payable solely from the Pledged Revenues. The 2019 Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Ordinance and the 2019 Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the 2019 Loan Agreement may not look to any general or other fund of the Governmental Unit for payment of the obligations thereunder. Nothing contained in this Ordinance or in the 2019 Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Ordinance, the 2019 Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The 2019 Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against

its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the 2019 Loan Agreement, in its sole and absolute discretion.

Section 8. Disposition of Proceeds; Completion of Financing of the Project.

A. Program Account, Finance Authority Debt Service Account and Loan Agreement Reserve Account. The Governmental Unit hereby consents to creation of the Finance Authority Debt Service Account to be held and maintained by the Finance Authority and to the creation of the Program Account and the Loan Agreement Reserve Account to be held and maintained by the Trustee pursuant to the Indenture, each in connection with the Loan. The Governmental Unit hereby approves: (i) the deposit of a portion of the proceeds of the Loan Agreement in the Program Account and the Finance Authority Debt Service Account; (ii) the deposit of funds in the amount of the Loan Agreement Reserve Requirement in the Loan Agreement Reserve Account; and (iii) the payment of the Processing Fee to the Finance Authority, all as set forth in Exhibit "A" to the Loan Agreement.

The proceeds derived from the execution and delivery of the Loan Agreement shall be deposited promptly upon the receipt thereof in the Program Account, the Loan Agreement Reserve Account and the Finance Authority Debt Service Account, and the Processing Fee shall be paid to the Finance Authority, all as provided in the Loan Agreement and the Indenture.

Until the Completion Date, the money in the Program Account shall be used and paid out solely for the purpose of financing the Project in compliance with applicable law and the provisions of the 2019 Loan Agreement and the Indenture.

The Governmental Unit will finance the Project with all due diligence.

B. Completion of Financing of the Project. Upon the Completion Date, the Governmental Unit shall execute a certificate stating that financing of and payment for the Project has been completed. As soon as practicable, and, in any event, not more than sixty (60) days from the Completion Date, any balance remaining in the Program Account shall be transferred and deposited into the Finance Authority Debt Service Account, as provided in the 2019 Loan Agreement and the Indenture.

C. Finance Authority and Trustee Not Responsible. The Finance Authority and the Trustee shall in no manner be responsible for the application or disposal by the Governmental Unit or by its officers of the funds derived from the 2019 Loan Agreement or of any other funds herein designated.

Section 9. Deposit of Pledged Revenues; Distributions of the Pledged Revenues and Flow of Funds.

A. Deposit of Pledged Revenues. The Governmental Unit shall pay or cause to be paid Pledged Revenues to the Finance Authority for remittance to the Trustee in an amount sufficient to pay Loan Agreement Payments when due, including amounts sufficient to cure any deficiencies in the Finance Authority Debt Service Account and Loan Agreement Reserve Account, which amounts shall be deposited in the Finance Authority Debt Service Account and Loan Agreement Reserve Account.

B. Termination upon Deposits to Maturity. No payment shall be made into the Finance Authority Debt Service Account or Loan Agreement Reserve Account if the amount in the accounts totals a sum at least equal to the entire aggregate amount of Loan Agreement Payments to become due on, and any other amounts due under, the 2019 Loan Agreement (including as provided in Article VIII of the 2019 Loan Agreement), in which case moneys in such accounts in an amount at least equal to the Loan Agreement Payments shall be used solely to pay such obligations as the same become due, and any moneys in excess thereof in such accounts shall be transferred to the Governmental Unit and used as provided in Section 9(c).

C. Use of Surplus Revenues. After making all the payments hereinabove required to be made by this Section, any moneys remaining in the Finance Authority Debt Service Account shall be transferred to the Governmental Unit on a timely basis and applied to any other lawful purpose as provided in this Ordinance, including, but not limited to the payment of any Parity Obligations or bonds or obligations subordinate and junior to the 2019 Loan Agreement, or for other purposes authorized by the Governmental Unit, the Constitution and laws of the State, as the Governmental Unit may from time to time determine.

Section 10. Lien on Pledged Revenues. Pursuant to the 2019 Loan Agreement and in accordance with this Section 10, the Pledged Revenues are hereby authorized to be pledged to secure the payment of Loan Agreement Payments, and are hereby pledged for that purpose, and the Governmental Unit grants a security interest therein for the payment of Loan Agreement Payments, subject to the uses of the Pledged Revenues permitted by and to the priorities set forth in this Ordinance. The 2019 Loan Agreement constitutes an irrevocable and first lien, but not necessarily an exclusive first lien, on the Pledged Revenues as set forth therein, and the Governmental Unit shall not create a lien on the Pledged Revenues superior to that of the 2019 Loan Agreement.

Section 11. Authorized Officers. Authorized Officers are hereby individually authorized and directed to execute and deliver any and all papers, instruments, opinions, affidavits and other documents and to do and cause to be done any and all acts and things necessary or proper for carrying out this Ordinance, the 2019 Loan Agreement, the Intercept Agreement and all other transactions contemplated hereby and thereby. Authorized Officers are hereby individually authorized to do all acts and things required of them by this Ordinance, the 2019 Loan Agreement and the Intercept Agreement for the full, punctual and complete performance of all the terms, covenants and agreements contained in this Ordinance and the 2019 Loan Agreement and the Intercept Agreement, including but not limited to, the execution and delivery of closing documents in connection with the execution and delivery of the 2019

Loan Agreement and the Intercept Agreement, and the publication of the summary of this Ordinance set out in Section 17 of this Ordinance (with such changes, additions and deletions as may be necessary).

Section 12. Amendment of Ordinance. Prior to the date of the delivery of the 2019 Loan Agreement to the Finance Authority, the provisions of this Ordinance may be supplemented or amended by ordinance or resolution of the Governing Body with respect to any changes that are not inconsistent with the substantive provisions of this Ordinance. Thereafter, this Ordinance may be amended without receipt by the Governmental Unit of any additional consideration, but only with the prior written consent of the Finance Authority.

Section 13. Ordinance Irrepealable. After the 2019 Loan Agreement and the Intercept Agreement have been executed and delivered, this Ordinance shall be and remain irrepealable until all obligations due under the 2019 Loan Agreement shall be fully paid, canceled and discharged, as herein provided.

Section 14. Severability Clause. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

Section 16. Effective Date. Upon due adoption of this Ordinance, it shall be recorded in the book of the Governmental Unit kept for that purpose, authenticated by the signatures of the Chairman and County Clerk of the Governmental Unit, and the title and general summary of the subject matter contained in this Ordinance (set out in Section 17 below) shall be published in a newspaper which maintains an office and is of general circulation in the Governmental Unit, or posted in accordance with law, and said Ordinance shall be in full force and effect thereafter, in accordance with law.

Section 17. General Summary for Publication. Pursuant to the general laws of the State, the title and a general summary of the subject matter contained in this Ordinance shall be published in substantially the following form:

(Form of Summary of Ordinance for Publication)

Union County, New Mexico

Notice of Adoption of Ordinance

Notice is hereby given of the title and of a general summary of the subject matter contained in Ordinance No. 2019-39, duly adopted and approved by the Governing Body of the County of Union, New Mexico (the "County"), on July 9, 2019. Complete copies of the

Ordinance are available for public inspection during the normal and regular business hours of the County Clerk, 100 Court Street, Clayton, New Mexico.

The title of the Ordinance is:

UNION COUNTY, NEW MEXICO
ORDINANCE NO.2019-39

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT (THE "LOAN AGREEMENT") AND INTERCEPT AGREEMENT BY AND BETWEEN UNION COUNTY, NEW MEXICO (THE "COUNTY") AND THE NEW MEXICO FINANCE AUTHORITY (THE "FINANCE AUTHORITY"), EVIDENCING A SPECIAL LIMITED OBLIGATION OF THE COUNTY TO PAY A PRINCIPAL AMOUNT OF \$1,353,328, TOGETHER WITH INTEREST THEREON, FOR THE PURPOSE OF REFINANCING LOAN NO. PPRF-2334 DATED OCTOBER 16, 2009 FROM THE FINANCE AUTHORITY FOR IMPROVEMENTS AND RENOVATIONS AND THE ACQUISITION OF EQUIPMENT AT THE UNION COUNTY HOSPITAL, PAYING A LOAN PROCESSING FEE AND COSTS OF ISSUANCE, AND FUNDING A LOAN AGREEMENT RESERVE ACCOUNT; PROVIDING FOR THE PLEDGE AND PAYMENT OF THE PRINCIPAL OF, AND INTEREST ON, THE LOAN AGREEMENT SOLELY FROM THE NET REVENUES, INCLUDING OPERATING AGREEMENT PAYMENTS, RECEIVED BY THE COUNTY PURSUANT TO AN OPERATING AGREEMENT WITH THE OPERATOR OF THE HOSPITAL AND FROM THE REVENUES OF THE THIRD ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF COUNTY GROSS RECEIPTS TAX; PROVIDING FOR THE COUNTY'S DISTRIBUTIONS OF THE THIRD ONE-EIGHTH OF ONE PERCENT (0.125%) INCREMENT OF GROSS RECEIPTS TAX REVENUES FROM THE TAXATION AND REVENUE DEPARTMENT OF THE STATE TO BE REDIRECTED TO THE FINANCE AUTHORITY OR ITS ASSIGNS PURSUANT TO AN INTERCEPT AGREEMENT UPON CERTAIN EVENTS OF DEFAULT FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT; APPROVING THE FORM OF AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS ORDINANCE; AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

A general summary of the subject matter of the Ordinance is contained in its title. This Notice constitutes compliance with Section 6-14-6, NMSA 1978.

(End of Form of Summary for Publication)

PASSED, ADOPTED AND APPROVED this 9th day of July, 2019.

UNION COUNTY, NEW MEXICO

By: _____
Justin Bennett, Chairman
Board of County Commissioners

[SEAL]

ATTEST:

By: _____
Mary Lou Harkins, County Clerk

June 28 2019
Checks

CHK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 0 66298	4000.00	TREBUZZERS	INV#55732 TREE TRIMMING KISER	601-84-2028	55732	06/26/2019	26789	4000.00
06/28/2019								
GROSS RECEIPTS RESERVE 4000.00								
01 0 66299	2895.00	TREBUZZERS	INV#55732-1. TREE TRIMMING KISER	601-84-2028	55732-1	06/26/2019	26789	2895.00
06/28/2019								
GROSS RECEIPTS RESERVE 2895.00								
01 0 66300	586.29	ALPHA DESIGN	KISER SCHOOL EVALUATION	601-84-2028	6372019	06/21/2019	26553	586.29
06/28/2019								
GROSS RECEIPTS RESERVE 586.29								
01 0 66301	131.34	AMERIPRIDE SERVICES INC.	INV#3000672872 RUG SERVICE	401-03-2046	3000672872	06/26/2019	26791	131.34
06/28/2019								
MAINT/OPER/BLDGS 131.34								
01 0 66302	225.21	ANGIE GONZALES	REIMBURSEMENT ON COUNTY WEBSITE	401-01-2101	62019	06/26/2019	26795	225.21
06/28/2019								
COMMISSIONERS 225.21								
01 0 66303	470.34	AT&T MOBILITY	INV#2872823335485X06262019 DMI	426-75-2076	6262019	06/28/2019	26803	32.24
06/28/2019								297.66
								50.64
								44.90
								44.90
DWI STATE DISTRIBUTION 32.24 LAW ENFORCEMENT 297.66 LOSS PREVENTION 50.64								
STATE FIRE ALLOTMENT 44.90 COUNTY MANAGER 44.90								
01 0 66304	5319.90	BOBBY EMERY WELDING	INV#1001 3 CATTLEGUARDS	402-25-2080	1001	06/27/2019	26798	5319.90
06/28/2019								
ROAD 5319.90								
01 0 66305	244.07	BRADLEY SUPPLY	INV#89013 EYE BOLTS	401-08-2012	89013	06/27/2019	26801	3.98
06/28/2019								153.44
								86.65
LAW ENFORCEMENT 3.98 ROAD 240.09								
01 0 66306	210.00	BRETT TAYLOR	INV#2067 REMOVAL/HAUL OFF PLAY	601-84-2028	2067	06/26/2019	26796	210.00
06/28/2019								26796
EQUIPMENT AT KISER BUILDING								
GROSS RECEIPTS RESERVE 210.00								

CK#	DATE	Name	Description	Line Item	Invoice #	DATE	PO #	Amount
01 O 66316	06/28/2019	JUSTIN BENNETT	NMC CONFERENCE IN CLOVIS	100\$ 401-01-2010	6182019	06/26/2019	26790	554.70
01 O 66317	06/28/2019	LAWSON PRODUCTS, INC.	INV#9306769255 SHELF KIT	402-25-2076	9306769255	06/14/2019	26779	120.93
01 O 66318	06/28/2019	MACK'S DRILLING INC.	INV#5791 REPAIR HEAD LIGHTS	407-41-2012	5791	06/26/2019	26792	505.04
01 O 66319	06/28/2019	MC CIURES BIG J PARTS	INV#9220-57872 BOOSTER PAC	401-08-2011	9220-57872	06/14/2019	26755	143.99
			INV#9220-57880 ROSE/PANTS	402-25-2076	9220-57880	06/14/2019	26755	124.00
			INV#9220-57888 SUPPLIES	402-25-2076	9220-57888	06/14/2019	26755	111.91
			INV#9220-57943 PARTS	402-25-2012	9220-57943	06/14/2019	26755	8.28
			INV#9220-58008 PARTS	402-25-2012	9220-58008	06/14/2019	26755	43.87
			INV#9220-58076 FILTER	402-25-2076	9220-58076	06/21/2019	26755	13.03
			INV#9220-58118 SUPPLY	402-25-2076	9220-58118	06/21/2019	26755	24.97
			INV#9220-58120 BRAKE CLEANER	402-25-2012	9220-58120	06/21/2019	26755	7.04
			INV#9220-58123 FILTERS	402-25-2076	9220-58123	06/21/2019	26755	99.04
			INV#9220-58208 3/4 IMPACT	402-25-2012	9220-58208	06/26/2019	26755	655.08
			INV#9220-58253 COUPLER/PLUG	402-25-2012	9220-58253	06/26/2019	26755	7.38
			INV#9220-58287 DIESEL FLUID	402-25-2012	9220-58287	06/28/2019	26755	25.00
			INV#9220-58174 SPIN ON FILTER	402-25-2076	9220-58174	06/28/2019	26755	26.06
			INV#9220-58278 ALTERNATOR/SVC	415-68-2076	9220-58278	06/28/2019	26755	448.67
01 O 66320	06/28/2019	MTC LLC	INV#4223 GLADIATOR TRAILER TIRE	401-08-2011	4223	06/27/2019	26584	74.95
01 O 66321	06/28/2019	NAPA AUTO PARTS	INV#88947 SUPPLY	402-25-2012	88947	06/26/2019	26725	6.99
			INV#89148 HAND CLEANER	401-08-2012	89148	06/26/2019	26725	9.99
			INV#89342 TERAKIT/CRIMPING TOOL	410-53-2012	89342	06/26/2019	26725	56.06
			INV#89382 BRKFLD/WRENCH	401-08-2011	89382	06/26/2019	26725	22.98
			INV#89394 BATTABLE TERMINAL	401-08-2011	89394	06/26/2019	26725	5.29
			INV#89398 FUEL TREATMENT	401-08-2011	89398	06/26/2019	26725	2.99
			INV#89399 TAIL LIGHT/SUPPLY	401-08-2011	89399	06/26/2019	26725	317.44
			INV#89485 CREDIT	401-08-2011	89485	06/26/2019	26725	130.99
			INV#89824 TIRE REP/CEMENT	401-03-2011	89824	06/26/2019	26725	15.68
			INV#90364 HOSE CLAMP	402-25-2012	90364	06/26/2019	26725	5.97
01 O 66322	06/28/2019	NAPA AUTO PARTS	INV#88947 SUPPLY	402-25-2012	88947	06/26/2019	26584	74.95
			INV#89148 HAND CLEANER	401-08-2012	89148	06/26/2019	26584	9.99
			INV#89342 TERAKIT/CRIMPING TOOL	410-53-2012	89342	06/26/2019	26584	56.06
			INV#89382 BRKFLD/WRENCH	401-08-2011	89382	06/26/2019	26584	22.98
			INV#89394 BATTABLE TERMINAL	401-08-2011	89394	06/26/2019	26584	5.29
			INV#89398 FUEL TREATMENT	401-08-2011	89398	06/26/2019	26584	2.99
			INV#89399 TAIL LIGHT/SUPPLY	401-08-2011	89399	06/26/2019	26584	317.44
			INV#89485 CREDIT	401-08-2011	89485	06/26/2019	26584	130.99
			INV#89824 TIRE REP/CEMENT	401-03-2011	89824	06/26/2019	26584	15.68
			INV#90364 HOSE CLAMP	402-25-2012	90364	06/26/2019	26584	5.97

INVC#	Name	Description	Line Item	FC#	Amount
JULY2019	BACA VALLEY TELEPHONE CO.	RADIO REFD #4768	410532081	26726	3372.50
5160.76	TOT\$	PROGRAMMING RADIOS #4768	410532076	26726	769.60
PAID	P.O. BOX 67	CAPULIN FD PHONE/NET/NOC #122	407412025	26726	157.99
5160.76	BAL	GREENVILLE FD PHONE/NOC #507	411572025	26726	140.65
	DES MOINES NM 88418	FOLSOM EMS PHONE #649	414672007	26726	138.29
		COURTHOUSE PANIC BUTTON #1966	401032025	26726	32.31
		FOLSOM EMS NOC #2158	414672007	26726	75.00
		TOWER LEASE #2159	415682076	26726	268.67
		DOMAIN HOSTING #2159	401032025	26726	16.11
		LONG CANYON TOWER LEASE #4496	415682076	26726	50.00
		SHERIFF SUBSTATION #5184	401082007	26726	69.82
		SUBSTATION EM MGR #5184	401102007	26726	69.82
19-C37350	BENNETTS LLC	INV#19-C37350 CYLINDER RENTAL	414672076	26821	21.65
21.65	TOT\$				
PAID	P.O. BOX 27				
21.65	BAL				
	RATON NM 87740				
20001557	CATERPILLAR FINANCIAL SER. CO.	INV#20001557 #001-0893106-000	402252013	26820	4677.03
4677.03	TOT\$				
PAID	P O BOX 100647				
4677.03	BAL				
	PASADENA CA 91189 0647				
19972989	CATERPILLAR FINANCIAL SER. CO.	INV#19972989 #001-0642657-000	402252013	26820	2265.80
9050.09	TOT\$				
PAID	P O BOX 100647				
9050.09	BAL				
	PASADENA CA 91189 0647				
7032019	COMPLETE CANINE TRAINING	SINGLE PURPOSE TRAINING	401082010	26831	125.00
125.00	TOT\$				
PAID	BRIGHTON CO				
125.00	BAL				
FY20	EASTERN PLAINS COUNCIL OF GOV.	FY20 MEMBERSHP DUES	401012073	26827	1241.00
1241.00	TOT\$				
PAID	418 MAIN STREET				
1241.00	BAL				
	CLOVIS NM 88101 7557				
178744	GUYMON TIRE AND AUTO	INV#178744 TIRES	402252043	26809	9570.80
9570.80	TOT\$				
PAID	1018 HWY 54 NE				
9570.80	BAL				
	GUYMON OK 73942				
1013183	HIGH COUNTRY MERCANTILE	MOTOR OIL/GUMOUT START FLUID	401082011	26812	13.77
13.77	TOT\$				
PAID	P.O. BOX 206				
13.77	BAL				
	DES MOINES NM 88418				
7142019	JODY RESSER	K-9 TRAINING 80%	401082010	26832	306.40
306.40	TOT\$				
PAID	219 HARDING ST				
306.40	BAL				
	CLAYTON NM 88415				
7172019	JODY RESSER	K-9 TRAINING 20%	401082010	26832	76.60
76.60	TOT\$				
PAID	219 HARDING ST				

INVC#	Name	Description	Line Item	PO#	Amount
219.93	TOT\$				
	PAID	P.O. BOX 660342			
219.93	BAL	DALLAS TX 75266			
31953545		INV#31953545 SHERIFF PRINTER	401082013	26826	22.79
22.79	TOT\$				
	PAID	P.O. BOX 660342			
22.79	BAL	DALLAS TX 75266			
6858		INV#6858 OXYGEN CYLINDER	402252076	26813	30.33
30.33	TOT\$				
	PAID	BOX 88			
30.33	BAL	CLAYTON NM 88415			
6826		INV#6826 SPRINKLER HEAD	401032024	26813	27.99
27.99	TOT\$				
	PAID	BOX 88			
27.99	BAL	CLAYTON NM 88415			
178204		INV#178204 OIL/TREATMENT	402252076	26814	7350.20
7350.20	TOT\$				
	PAID	P.O. BOX 711			
7350.20	BAL	FORT WORTH TX 76101			
201906		ROAD DEPT	402252025	26816	98.26
1106.48	TOT\$				
	PAID	SHERIFF DEPT ARMORY	605932012	26816	125.84
1106.48	BAL	COURTHOUSE	401032025	26816	756.76
		ANNEX	401032025	26816	81.22
		OLD REFD BUILDING	401032025	26816	44.40
50604		INV#50604 DUMPSTER SVC REFD JUNE	410532025	26811	57.82
57.82	TOT\$				
	PAID	P.O. BOX 235			
57.82	BAL	TEXLINE TX 79087			
50278		INV#50278 DUMPSTER SVC GFD JUNE	411572025	26811	270.00
270.00	TOT\$				
	PAID	P.O. BOX 235			
270.00	BAL	TEXLINE TX 79087			
25:51.6		INV#28:51.6 NETWORKING	401022013	26815	1245.70
3899.48	TOT\$				
	PAID	P.O. DRAWER 471	401062013	26815	1326.89
3899.48	BAL	DEMING NM 88031 0471	401072013	26815	1326.89
JULY2019		LOAN ALLOCATION JULY 2019	600832076	26825	9969.64
9969.64	TOT\$				
	PAID	P.O. BOX 489			
9969.64	BAL	CLAYTON NM 88515			
JULY2019		UNION COUNTY HISTORICAL SOCIETY 2019 SUMMER REC PROGRAM 2ND PMT	406372096	26745	20000.00
20000.00	TOT\$				
	PAID	P.O. BOX 75			
20000.00	BAL	CLAYTON NM 88415			
1090018		INV#1090018 BOLT/WASHER	402252076	26823	3.49
3.49	TOT\$				
	PAID	UNITED SUPPLY			
3.49	BAL	P.O. BOX 819			

PROFESSIONAL SERVICES CONTRACT

This contract is hereby made and entered into by and between the UNION COUNTY (hereinafter "UNION COUNTY" or "COUNTY") and CLINTON D HARDEN & ASSOCIATES (hereinafter "CDH") on this 9th day of July, 20 19

WHEREAS, UNION COUNTY have found it necessary and desirable to retain an individual or firm to provide government relation services as further described below; and

WHEREAS, UNION COUNTY desires to hire CDH to provide said services; and

WHEREAS, CDH desires to provide such services under the terms and conditions of this professional services contract.

THEREFORE, IT IS HEREBY MUTUALLY AGREED UPON by and between the parties that:

1. Scope of Work: CLINTON D HARDEN & ASSOCIATES shall:
 - A. Represent UNION COUNTY's interests from July 1 2019 through June 30, 2020 including during the Regular Session of the 2020 New Mexico State Legislature, any Special Sessions which may occur and during the Interim Process;
 - B. Design and implement a campaign directed towards key state legislators, administration leadership and staff on the important issues facing UNION COUNTY including those issues adopted by the Association of Counties, when those issues are supported by the County
 - C. Design and implement an aggressive funding request campaign to acquire funding appropriations as approved by UNION COUNTY for substantial infrastructure improvements including water, road department and technological updates and economic development initiatives;
 - D. Represent UNION COUNTY at public hearings, committee meetings and/or meetings with government officials; present and defend UNION COUNTY's proposed projects, scopes of work, and budgets; and assist in preparing handout materials, if appropriate, for review by interested parties;
 - E. Regularly consult with the UNION COUNTY Manager concerning any action that is directed by the UNION COUNTY Board of Commission. Action shall be deemed authorized by the County pursuant to this contract. The County may change their designees by a majority vote of the commissioners.

written notice of termination is given, as completely as if it were the date definitely fixed for the expiration of this contract. Notice of termination shall be in writing and hand-delivered or mailed (certified mail, return receipt) to UNION COUNTY (Attention: County Designee). If notice is by mail, the notice period will begin to run three (3) calendar days from the date the notice is deposited with the United States Postal Service. If notice is hand-delivered, the notice period will begin to run as of the date of delivery to the office of the County Designee.

c. In no event shall termination nullify obligations of either party prior to the effective date of the termination.

5. Status: CLINTON D HARDEN & ASSOCIATES is a New Mexico LLC, CDH acknowledges that it is an independent contractor and as such neither it, nor its employees, agents or representatives shall be considered employees or agents of UNION COUNTY. CDH will provide legislative, administrative and executive advocacy on behalf of UNION COUNTY.

6. Subcontracting: CDH shall not subcontract any portion of the services to be performed under this contact, without the prior written approval of UNION COUNTY.

7. Assignment: CDH shall not assign or transfer any interest in the contract, or assign any claims for money due, or to become due, under this contact without the prior written approval of UNION COUNTY.

8. Updates: CDH agrees that it will provide Bi-Weekly updates during the legislative and/or special session when applicable. CDH will provide written reports on interim activity quarterly.

9. Indemnification: CLINTON D HARDEN & ASSOCIATES agrees to indemnify and hold harmless UNION COUNTY, its elected officials, agents and employees from any and all claims, suits and causes of action which may arise from negligent or reckless performance under this contract unless specifically exempted by New Mexico law. CDH further agrees to indemnify and hold UNION COUNTY harmless from all claims for personal injury or death sustained by CDH, its employees, agents or other representatives while engaged in the performance of this contract.

10. Release: CDH agrees that upon contract termination date and Union County adherence to payment plan it releases UNION COUNTY from all liabilities, claims and/or obligations whatsoever arising from, or under this contract.

11. Non-Agency: CLINTON D HARDEN & ASSOCIATES agrees not to purport to bind UNION COUNTY to any obligation not assumed herein by UNION COUNTY, unless CLINTON D HARDEN & ASSOCIATES has express written approval and then only within the limits of that expressed authority.

BOARD OF COUNTY COMMISSIONERS
UNION COUNTY

By: _____
CHAIRMAN Date

CLINTON D HARDEN & ASSOCIATES LLC

By: _____
CLINTON D HARDEN Date
LEAD CONSULTANT

Emergency Manager
Job Description
Union County

Job Title: County Emergency Manager

Reports To: Union County Board of Commissioners

Classification: Regular Employee / Contractual position

Salary: Dependent on experience

Updated: October 17, 2008

To manage the mitigation of, preparedness for, response, and recovery from disasters or major emergencies which may occur within Union County.

Job Duties and Responsibilities:

1. Identifies and analyses effects of hazards that threaten jurisdiction.
2. Keeps the Sheriff fully informed on emergency management activities, and works closely with departments/community organizations in developing emergency management plans and capabilities.
3. Works with local officials in development of hazards mitigation programs to eliminate or reduce potential hazards.
4. Inventories manpower and material resources from governmental and private sector resources; identifies resources deficiencies and works with appropriate officials on measures to correct them.
5. Develops an Emergency Operating Center (EOC) as a site from which key officials can direct and control operations during an emergency.
6. Establishes and maintains an emergency information system.
7. Evaluates training needs; develops training tests and exercises for emergency response personnel; develops a public education program.
8. Attend required and appropriate meeting for fulfillment of position.
9. Attend the annual conference.
10. Ability to handle stress and respond appropriately in stressful situations.
11. Possess office equipment and computer knowledge.
12. Knowledge of and ability in radio communication and related duties involving emergency situations.
13. Must pass criminal history check and drug screening test.

Qualifications:

Capable for communicating with and coordinating between county and private resources. Should have completed or be prepared to complete the training programs prescribed by the state and federal authorities. Previous experience in planning management and emergency operations is helpful.

PERMIT NO. 351

This permit is granted on this 9th day of July, 2019, by the Board of Commissioners of Union County, New Mexico, (County) and Plateau Telecommunications, Incorporated, (Permittee),

Address: 7111 N. Prince Clovis, NM 88101

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

LEGAL DESCRIPTION

Plateau Telecommunications, Incorporated requests to bore beneath Pennington Road from North to South for the purpose of installing new Fiber Optic cable in an on-going project to improve the telephone and/or internet service to cooperative member(s). This crossing will be going from the SW/4 of Lot 4 within Section 30 T22N R32E to the NW/4 of Lot 1 within Section 31 T22N R32E.

Approximate BOP coordinates: 36° 6' 3.58"N, 103° 34' 47.77"W

Approximate EOP coordinates: 36° 6' 3.11 "N, 103° 34' 47.76"W

This permit is subject to the following provisions:

1. a.) Permittee will dig a trench/bore across/under the above-described County Road approximately Three (3') feet deep.
b.) Pipe and/or cable made of 12 Fiber Optic cable encased in HDPE.
c.) Pipe and/or cable shall be 1 W' inches in diameter and of the type Schedule including the HDPE duct that the cable will be placed within.
2. Permittee will then fill and compact the trench to restore the road to an even level suitable for public traffic. Restoration of the road shall be subject to the inspection and approval of the County Road Supervisor.
3. Permittee shall install visible, identifiable markers on site, indicating the location of the pipe.
4. Permittee is to perform the construction in such a way as to provide adequate fill on both ends of the road and shall construct any structure that may be necessary or desirable in connection therewith.
5. All excavation and construction performed under this permit shall be consistent with all laws, rules and regulations of the State of New Mexico and of the County.
6. In the event that the County desires to improve the above-described County Road, the County reserves the right to request from the Permittee, if necessary to remove and/or relocate in order to make such improvements. The County will give Permittee notice in advance of making such improvements.
7. Permittee will hold harmless Union County for any damage to third parties resulting from the excavation of fill.
8. Permittee shall erect sufficient warning barricades and signs to alert all traffic of the hazard during construction and restoration.
9. At least twenty-four (24) hour notice shall be provided to the Union County Road Department Supervisor of the commencement and completion of any construction.

Witness our hands and seals this 9th day of July, 2019 _____.

SEAL

ATTEST

BOARD OF COMMISSIONERS
COUNTY OF UNION, NEW MEXICO

CHAIRMAN

MEMBER

MEMBER

COUNTY CLERK

July 2019						
	APPLICANT	UCGH	CFP	Town of Clayton	Total	
1	Richardson, Steven (P)	76.10			76.10	
2	Taylor, Justin (P)	250.98			250.98	
3	Victoria, Alison (P)			658.83	658.83	
4	Wiseley, Carl (P)	47.22			47.22	
	Totals	374.30	0.00	658.83	1,033.13	
					1,033.13	
	(P)					

AGREEMENT WITH INDEPENDENT CONTRACTOR

Union County hereby contracts with the independent contractor listed below, hereinafter "Contractor", for the performance of those services specifically prescribed herein; and both parties hereby enter into this agreement pursuant to the terms and conditions identified herein.

1. The Contractors name and principal place of business is: Consensus Planning, Phone: (505) 764-9801.

2. A taxpayer identification number (EIN) or social security number is required for all independent Contractors EIN or Social Security #: _____

3. A gross receipts tax number is required in New Mexico for all income derived for performed services. NMGRT#: _____

4. Contractor is an: Individual Partnership Corporation LLC Non-profit

5. Contractor shall provide the specific service as follows: Comprehensive Plan for the County. Scope of work is attached.

6. The total amount of compensation shall be \$ 48,000 inclusive of gross receipts taxes, payable when the work has been performed and accepted by Union County. If the GRT rate should increase during the term of this contract the total contract amount shall automatically increase to reflect the percentage of increase.

7. Term of Contract. This agreement shall expire on December 30, 2020 and may be terminated earlier by completion of work and acceptance of work by Union County; by mutual rescission; by minimum of fourteen (14) day's notice by either party.

8. This Agreement may only be amended in writing signed by the parties.

9. Additional Terms and Conditions attached hereto are considered a part of this agreement. By signature below, Contractor acknowledges that he has read the additional terms and conditions and understands and agrees to all terms of this agreement.

10. Contractor shall maintain liability insurance in an amount at least equal to the requirements set forth by the New Mexico Tort Claims Act, Sec. 41-4-19, N.M.S.A. 1978 (as amended) naming Union County as an additional insured.

Agreed to this _____ day of _____, 2019 at Clayton, New Mexico.

Union County:

Contractor:

By: _____
Justin Bennett,

By: _____

Jacqueline Fishman, AICP
Printed name

Date

Principal, Title

Date



NEW MEXICO
FINANCE AUTHORITY

June 28, 2019

Via First Class Mail and Email

Union County
Attn: Angie Gonzales, County Manager
PO Box 430
Clayton, NM 88415
Angie.gonzales@union.us

Re: Union County, NMFA Project No. PG-4986, Comprehensive/LEDA Plan

Dear Ms. Gonzales:

The County has received conditional approval for a grant for up to \$50,000. The NMFA Board of Directors met yesterday and reviewed your application for a Comprehensive/LEDA Plan, and it was approved.

You will have **18 months** from **June 27, 2019** to complete the Comprehensive/LEDA Plan, obtain approval from NMEDD, and close on the grant. The following conditions and deadlines must be satisfied prior to closing and funding this grant:

1. Submission of professional services agreement to NMFA within 5 months: **November 27, 2019**
2. Submission of the Comprehensive/LEDA Plan to NMEDD within 12 months: **June 27, 2020**
3. Final approval from NMEDD, and be ready to close within 15 months: **September 27, 2020**
4. All additional information requested by NMFA in order to close the grant.

You will submit the planning document to Tim Hagaman at New Mexico Economic Development Department for his review and approval. Once NMEDD approves the planning document we will start the closing process.

Feel free to contact me with questions at (505) 992-9658, or email at LGPF@nmfa.net.

Sincerely yours,

Mary L. Finney
Local Government Planning Fund Coordinator

Enclosure

cc: Tim Hagaman, (505) 862-2322, Tim.Hagaman@state.nm.us
Jackie Fishman, fishman@consensusplanning.com

MICHELLE LUJAN GRISHAM
GOVERNOR

DONNIE J. QUINTANA
DIRECTOR



OLIVIA PADILLA-JACKSON
CABINET SECRETARY

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
Bataan Memorial Building ♦ 407 Galisteo St. ♦ Suite 202 ♦ Santa Fe, NM 87501
PHONE (505) 827-4950 ♦ FAX (505) 827-4948

June 7, 2019

The Honorable Justin Bennett
Union County
P.O. Box 430
Clayton, NM 88415

Dear Commissioner Bennett:

In accordance with Section 6-6-2B NMSA 1978, the Department of Finance and Administration, Local Government Division (LGD) has examined the proposed budget of your local government entity for Fiscal Year 2019-20 and hereby grants approval and certification for use. Sufficient resources appear to be available to cover proposed budgeted expenditures. However, we must point out that the final approval will be certified no later than the first Monday of September 2019.

Approval and certification of your final budget is contingent upon submission of the following by no later than **July 31, 2019**:

- A resolution adopting the 2019-20 operating budget
- The June 30, 2019 (4th) quarter financial report
- A resolution approving the June 30, 2019 (4th) quarter financial report
- Revenue checklist by fund which reconciles with budgeted amounts
- Investment schedule which reconciles with budgeted amounts on recap
- Budget Work Plan questionnaire
- Revised unaudited beginning cash balances as of July 1, 2019 that agree with ending cash balances as of June 30, 2019 per the 4th quarter financial report
- To avoid reporting negative unaudited beginning cash balances for any Fund (if negative balances exist at June 30th) it is highly recommended that a final budget adjustment resolution (BAR) must be prepared, approved and submitted by the July 31st deadline with temporary transfers from General Fund to any Fund showing a negative beginning cash balance
- Adjustments/revisions discussed with staff (attached)

Please note final budget certification will be "conditional" if one or both of the following situations apply:

- Pursuant to the *Budget Certification of Local Public Bodies* rule 2.2.3 NMAC if your entity's Fiscal Year 2018 audit has not been filed with the Office of the State Auditor; and/or

- Pursuant to Section 6-6-2K NMSA 1978 if your entity's Fiscal Year 2019-20 budget was not submitted on the Local Government Budget Management System (LGBMS)

If you have questions regarding this matter, please call Erica Cummings of my staff at 505-827-4127.

Sincerely,



Donnie J. Quintana, Director
Local Government Division

xc: file

Union County

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION'S
ADJUSTMENTS TO THE FISCAL YEAR 2019-20 BUDGET:

FUND	EXPLANATION
LEPF	Please note: these grant revenues must be fully expended in the fiscal year. State law prohibits accumulation of grant revenue in this fund. Furthermore, if there will be a carryover amount, approval must be requested in the LGD carryover request form.
Debt	Verify and adjust detailed budget document to agree with amounts listed on the Debt Schedule.
GRT	Verify, and adjust if necessary, Gross Receipts Tax Revenue to accommodate budgeted expenditures.
Capital Outlay	Ensure all Capital Outlay appropriations are budgeted and identified within the final budget.