



**McLean County**  
**FINANCE COMMITTEE AGENDA**  
**Room 400, Government Center**  
**Tuesday, June 5, 2007**  
**4:00 p.m.**

1. Roll Call
2. Approval of Minutes: May 1, 2007
3. Departmental Matters
  - A. Jennifer Ho, Risk Manager
    - 1) Items to be Presented for Action:
      - a) EXECUTIVE SESSION: Pending Litigation
    - 2) Items to be Presented for Information:
      - a) General Report
      - b) Other
  - B. Bill Yoder, McLean County State's Attorney
    - 1) Items to be Presented for Action:
      - a) Request Approval of a Resolution of the McLean County Board Amending the FY'2007 Funded Full-Time Equivalent Positions Resolution General Fund 0001, State's Attorneys Office 1-2
    - 2) Items to be Presented for Information:
      - a) General Report
      - b) Other
  - C. Jackie Dozier, County Auditor
    - 1) Items to be Presented for Information:
      - a) Law Library 3
      - b) McLean County Telephone Long-distance Audit 4
      - c) General Report
      - d) Other
  - D. Becky McNeil, County Treasurer
    - 1) Items to be Presented for Information:  
*(Documents to be provided at meeting)*
      - a) Accept and place on file County Treasurer's Monthly Financial Reports as of May 31, 2007
      - b) General Report
      - c) Other

- E. Robert Kahman, Supervisor of Assessments
  - 1) Items to be Presented for Information:
    - a) 2008 Farmland Certification 5-8
    - b) General Report
    - c) Other
  
- F. Lee Newcom, County Recorder
  - 1) Items to be Presented for Information:
    - a) General Report 9-29
    - b) Other
  
- G. Peggy Ann Milton, County Clerk
  - 1) Items to be Presented for Action:
    - a) Request Approval of Precinct Splits and Restructuring 30-50
  - 2) Items to be Presented for Information:
    - a) NACO Prescription Drug Discount Program 51-73
    - b) County Clerk's Quarterly Report 74
    - c) General Report
    - d) Other
  
- H. Don Lee, Director, Nursing Home
  - 1) Items to be Presented for Information:
    - a) Monthly Reports 75-77
    - b) General Report
    - c) Other
  
- I. John M. Zeunik, County Administrator
  - 1) Items to be Presented for Action:
    - a) Request Approval of Issuance of Tax-Exempt Bond by McLean County for the Bloomington-Normal YMCA 78-84
    - b) Request Approval of a Resolution Authorizing the Emergency Telephone Systems Board and the Metro McLean County Centralized Communications Center to Offer a Salary Above the Starting Maximum Salary under The Personnel Ordinance and Policy 85-86
    - c) EXECUTIVE SESSION: Collective Bargaining
  - 2) Items to be Presented for Information:
    - a) General Report
    - b) Other

4. Recommend Payment of Bills and Transfers, if any, to County Board

5. Adjournment

RESOLUTION OF THE McLEAN COUNTY BOARD AMENDING THE  
FY'2007 FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION  
GENERAL FUND 0001, STATES ATTORNEY'S OFFICE

WHEREAS, the McLean County Board adopted the FY'2007 Funded Full-Time Equivalent Positions (FTE) Resolution on November 21, 2006 which became effective on January 1, 2007; and,

WHEREAS, the Fiscal Year 2007 Adopted Budget appropriated funds to add 0.50 FTE Office Support Specialist I in the States Attorney's Office beginning July 1, 2007; and,

WHEREAS, the State's Attorney has determined that an additional 0.25 FTE Assistant States Attorney II is needed to address the increasing caseload in the Traffic Division; and,

WHEREAS, the State's Attorney has recommended that the funds appropriated for the 0.50 FTE Office Support Specialist I be used to fund the 0.25 FTE Assistant States Attorney and that the 0.50 FTE Office Support Specialist I be deleted; and,

WHEREAS, the Finance Committee, at its regular meeting on June 5, 2007, recommended approval of this amendment to the FY'2007 Funded Full-Time Equivalent Positions Resolution; now, therefore,

BE IT RESOLVED, by the County Board of McLean County, Illinois, now in regular session, that the FY'2007 Funded Full-Time Equivalent Positions Resolution be and hereby is amended as follows:

<u>Fund-Dept-Program</u>	<u>Pay Grade</u>	<u>Position Classification</u>	<u>Full-Time</u>		
			<u>Now</u>	<u>Amend</u>	<u>New</u>
0001-0020-0019	4	0503.0011 (full-time) Office Support Specialist I	5.50	(0.50)	5.00
0001-0020-0019	11	0503.1106 (full-time) Assistant State's Attorney II	<u>4.00</u>	<u>0.25</u>	<u>4.25</u>
TOTAL			9.50	(0.25)	9.25

BE IT FURTHER RESOLVED by the County Board of McLean County, Illinois that the County Clerk is hereby directed to provide a certified copy of this Resolution to the States Attorney's Office, the County Treasurer, and the County Administrator's Office.

ADOPTED by the McLean County Board this 19<sup>th</sup> day of June, 2007.

ATTEST:

APPROVED:

\_\_\_\_\_  
Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

\_\_\_\_\_  
Michael F. Sweeney, Chairman  
McLean County Board

**McLean County State's Attorney's Office  
Proposed Reorganization  
Fund 0001, Department 0020, Program 0019**

**2007 Proposal**

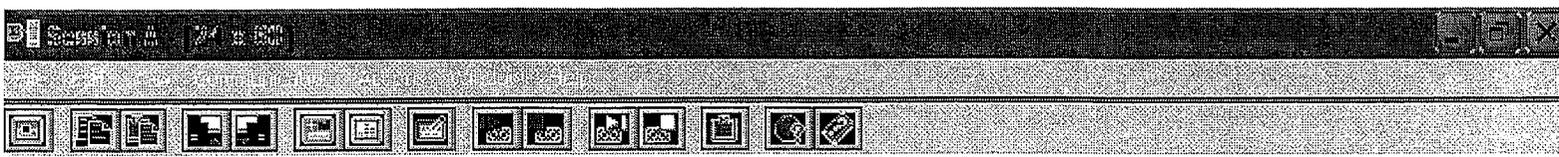
FTE	Class	Grade	Title	Step	Rate	
0.25	1106	11	Assistant State's Attorney II	1	23.5548	\$ 11,482.97
0.50	0011	04	Office Support Specialist I	1	11.8893	\$ 11,592.07

2007 Difference: \$ 109.10

**2008 Impact**

FTE	Class	Grade	Title	Step	Rate (1.030)	
1.00	1106	11	Assistant State's Attorney II	1	24.261444	\$ 47,309.82
1.00	0011	04	Office Support Specialist I	1	12.245979	\$ 23,879.66

2008 Difference: \$23,430.16



McLean County  
5/23/07

GL1300S2

### Financial Inquiry

Type option, press Enter.  
X>Select

Reset: \_\_\_\_\_ +

More: + -

X	G/L Account	Account Description	Balance
<input checked="" type="checkbox"/>	0506 0001-0000	Cash/Invest Law Library	2474.16
<input type="checkbox"/>	0506 0117-0000	Due From Fiduciary Fund	.00
<input type="checkbox"/>	0506 0122-0001	Accounts Receivable	.00
<input type="checkbox"/>	0506 0201-0001	Accounts Payable/Vendor	.00
<input type="checkbox"/>	0506 0202-0001	Due To County General Fnd	.00
<input type="checkbox"/>	0506 0206-0000	Due To Fiduciary Fund	.00
<input type="checkbox"/>	0506 0301-0001	Unencumbered Fund Balance	7385.95
<input type="checkbox"/>	0506 0301-0020	Prior Yr Enc. Reserve	.00
<input type="checkbox"/>	0506 0350-9999	Revenue Control	24948.00-
<input type="checkbox"/>	0506 0351-9999	Expense Control	15087.89
<input type="checkbox"/>	0506 0352-9999	Reserve For Encumbrance	.00
<input type="checkbox"/>	0506 0353-9999	Encumbrance Account	.00
<input type="checkbox"/>	0506 0354-9999	Budget Revenue Control	.00
<input type="checkbox"/>	0506 0355-9999	Budget Expense Control	.00

More...

F3=Exit    F4=Prompt    F7=Backwards    F9=Resequence by Description    F22=More

08/003



*Law Library as of 5/23/07 \$2474.16 to the good*

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**McLean County Telephone Expense**

The objective of this audit was to ensure that County Personnel Policy 10.84-3, Use of County Telephone, was being followed. The policy states that, *employees shall limit the use of all personal phone calls during work that interfere with their job or create a safety issue. In addition, payment for any charges accrued to the County telephones will be the employee's responsibility.* The scope of the audit included reviewing the County's accounts payable policy, the distribution procedures associated with the Sprint long distance telephone bill, examination of three months of long distance bills (December 2006, January and February 2007), testing of telephone lines assigned to each department to verify purpose, and any reimbursements made for personal calls.

**Findings**

- Five departments are making reimbursements for personal long distance calls on a monthly basis.
- Numerous personal long distance calls have been made on county telephones in almost every department with no corresponding reimbursement.
- In two departments, personal long distance usage over the lunch hour seems to be excessive with no documented reimbursements for the charges incurred.
- In some instances, it is difficult to pinpoint which individuals should be reimbursing the county due to the fact that specific telephone numbers are located within a certain department, but the individual phone number is not assigned to a specific individual.
- Overall, this county policy is not being adhered to.

This policy is based solely on the responsibility of each county employee to keep track of their personal long distance calls, review the bill for current charges and to make reimbursement for those charges on a monthly basis. The supervisor or department head also needs to review the bill to ensure that the policy is being followed.

  
\_\_\_\_\_  
Carol A. Ash

  
\_\_\_\_\_  
Date

# Memo

**To:** Finance Committee Members  
**From:** Robert T. Kahman  
**CC:** file  
**Date:** May 15, 2007  
**Re:** 2008 Farmland Certification

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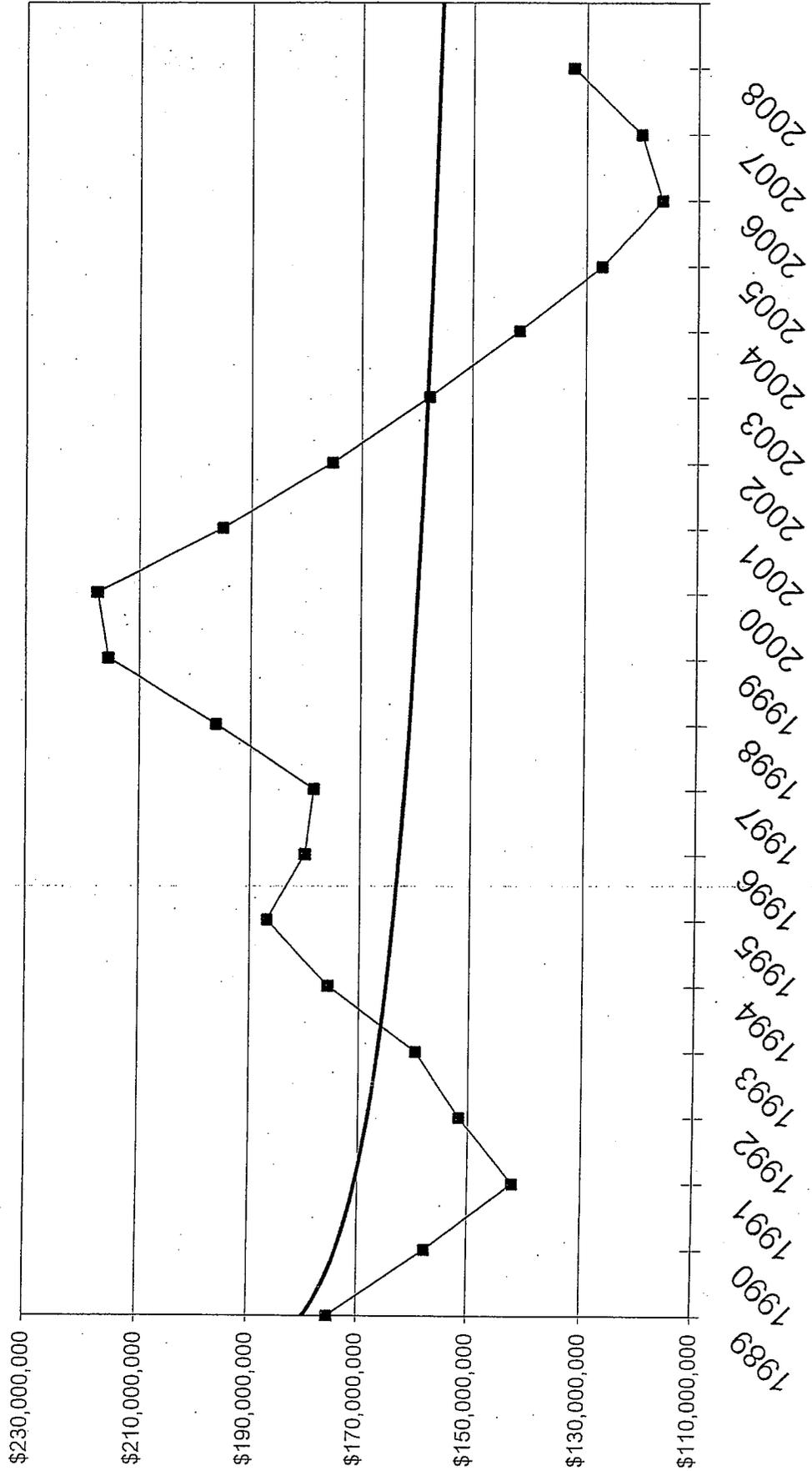
Farm assessment will rise by the full ten percent limits for 2008. As you can see on the enclosed graph, farmland assessments have been going down, usually the full 10 % maximum since 2000. In 2007 they will reverse course with a slight increase, followed by the full 10% in 2008. I have done a little research, as found on the charts and graphs on the attached pages, and found that over the past 18 years from 1989 to 2006:

1. Parcel counts have increased by 31% from 50K to 66K.
2. Total assessments have increased by 260% from 1.3B to 3.4B.
3. Residential value has increased by 352% from 640M to 2.3B.
4. Commercial value has increased by 275% from 317M to 871M.
5. Farm (A) farm homestead has increased by 212% from 37M to 79M.
6. Farm (B) farm land and buildings has decreased by 27% from 190M to 139M.
7. The number of farm homesteads has decreased by 23% from 2,493 to 1,931.

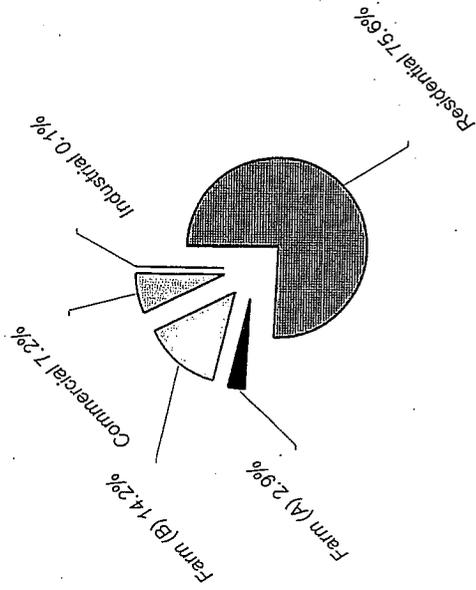
I used an 18 year period for the above analysis to complement the 20 year trend graph which uses 18 years of historical data and projects 2007 and 2008 for a total of 20 years.

RTK

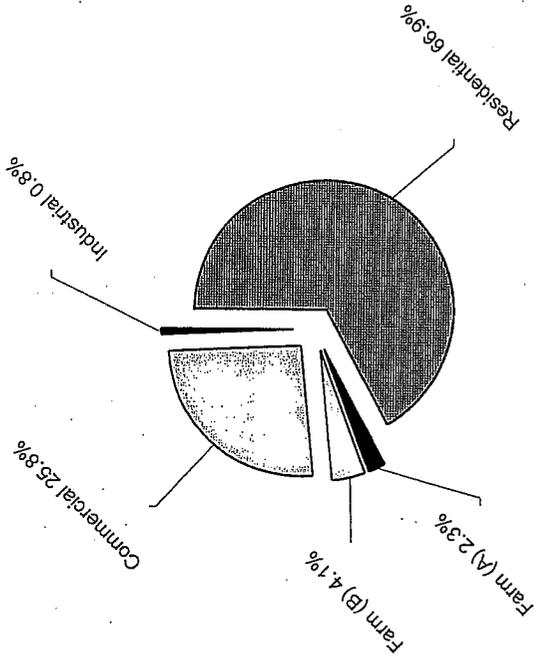
20 Year  
 Perspective on McLean County  
 Farmland EAV  
 NOTE: 2007 & 2008 ARE PROJECTED



**PARCEL DISTRIBUTION BY PROPERTY CLASS - 2006**



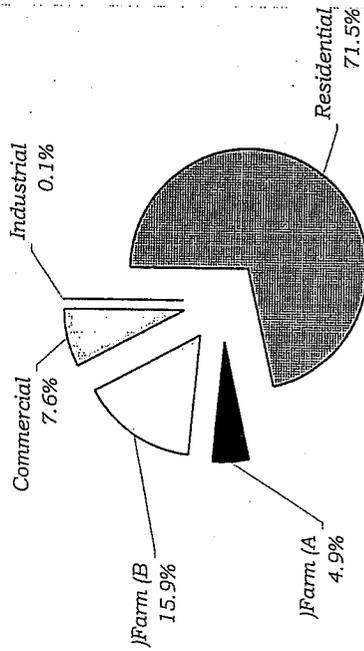
**PERCENTAGE OF EAV BY PROPERTY CLASS - 2006**



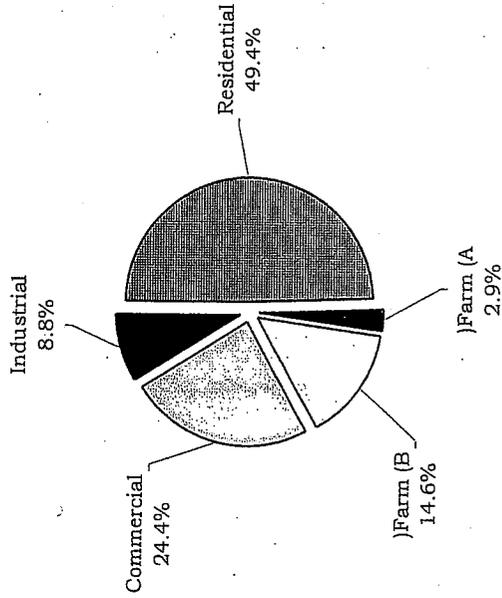
PROPERTY CLASS	PARCELS	% OF TOTAL	EAV	% OF TOTAL
Residential	50,127	75.6%	2,263,172,715	66.9%
Farm (A)	1,931	2.9%	79,266,204	2.3%
Farm (B)	9,400	14.2%	139,442,808	4.1%
Commercial	4,765	7.2%	871,363,659	25.8%
Industrial	44	0.1%	28,091,078	0.8%
Total*	66,324	100%	3,382,503,012	100%

\*Excludes statistically insignificant classes. Totals are accurate.

**PARCEL DISTRIBUTION BY PROPERTY CLASS - 1989**



**PERCENTAGE OF EAV BY PROPERTY CLASS - 1989**



PROPERTY CLASS	PARCELS	% OF TOTAL	EAV	% OF TOTAL
Residential	36,036	71.4%	642,975,782	49.3%
Farm (A)	2,493	4.9%	37,368,647	2.9%
Farm (B)	8,023	15.9%	190,338,939	14.6%
Commercial	3,829	7.6%	317,160,648	24.3%
Industrial	47	0.1%	114,149,654	8.8%
Total*	50,466	100%	1,303,148,254	100%

\*Excludes statistically insignificant classes. Totals are accurate.





G/L DATE	JOURNAL TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	RECEIPT REVENUES
ACCOUNT 0001-0006-0008 0410-0008					
2007/04/02	701153	RA	Copy Fees- Co. Recorder	10,000.00	4,040.65-
2007/04/03	701170	RA	Copy Fees- Co. Recorder		22.50-
2007/04/03	701170	RA	Copy Fee Charges		24.25-
2007/04/04	701214	RA	Copy Fees- Co. Recorder		2.80-
2007/04/05	701246	RA	Copy Fees- Co. Recorder		20.75-
2007/04/06	701259	RA	Copy Fees- Co. Recorder		129.00-
2007/04/09	701283	RA	Copy Fees- Co. Recorder		38.80-
2007/04/10	701304	RA	Copy Fees- Co. Recorder		31.50-
2007/04/11	701323	RA	Copy Fees- Co. Recorder		19.25-
2007/04/11	701323	RA	Copy Fee Charges		93.25-
2007/04/12	701337	RA	Copy Fees- Co. Recorder		1.00-
2007/04/12	701337	RA	Copy Fee Charges		53.75-
2007/04/12	701355	RA	Copy Fees- Co. Recorder		1.00-
2007/04/16	701367	RA	Copy Fees- Co. Recorder		60.00-
2007/04/17	701389	RA	Copy Fees- Co. Recorder		67.75-
2007/04/18	701422	RA	Copy Fees- Co. Recorder		27.00-
2007/04/19	701435	RA	Copy Fees- Co. Recorder		58.75-
2007/04/20	701445	RA	Copy Fees- Co. Recorder		43.10-
2007/04/24	701479	RA	Copy Fees- Co. Recorder		63.75-
2007/04/24	701479	RA	Copy Fees- Co. Recorder		43.75-
2007/04/25	701501	RA	Copy Fees- Co. Recorder		77.75-
2007/04/26	701516	RA	Copy Fees- Co. Recorder		37.50-
2007/04/27	701528	RA	Copy Fees- Co. Recorder		43.50-
ACCOUNT 0001-0006-0008 0410-0008 / APRIL TOTAL					51.50-
ACCOUNT 0001-0006-0008 0410-0008 / MAY TOTAL					1,012.20-
2007/05/01	701568	RA	Copy Fees- Co. Recorder		135.00-
2007/05/01	701568	RA	Copy Fees- Co. Recorder		82.00-
ACCOUNT 0001-0006-0008 0410-0008 /					217.00-

ENDING BALANCE

5,269.85-

5/09/07	RECORDER	REVENUE ACCOUNTS	4/02/2007	5/01/2007	TRANSACTION DESCRIPTION	BUDGET	RECRPT1 REVENUES
G/L DATE	JOURNAL TYPE	SOURCE					
ACCOUNT 0001-0006-0008 0410-0029					DESCRIPTION: Recording Fees	600,000.00	
					BEGINNING BALANCE		122,874.00-
2007/04/02	701153	RA	Recording		Recording Fees		1,605.00-
2007/04/03	701170	RA	Recording		Recording Fees		2,270.00-
2007/04/03	701170	RA	Rec FeeCH		Recording Fee Charges		10.00-
2007/04/04	701214	RA	Recording		Recording Fees		2,433.00-
2007/04/05	701246	RA	Recording		Recording Fees		1,592.00-
2007/04/05	701249	JE	040607cd		Amend Turn-In		204.00
2007/04/06	701259	RA	Recording		Recording Fees		2,162.00-
2007/04/09	701283	RA	Recording		Recording Fees		2,328.00-
2007/04/10	701304	RA	Recording		Recording Fees		2,189.00-
2007/04/11	701323	RA	Recording		Recording Fees		2,040.00-
2007/04/11	701323	RA	Rec FeeCH		Recording Fee Charges		6.00-
2007/04/12	701337	RA	Recording		Recording Fees		1,927.00-
2007/04/13	701355	RA	Recording		Recording Fees		1,408.00-
2007/04/16	701367	RA	Recording		Recording Fee Charges		42.00-
2007/04/16	701367	RA	Rec FeeCH		Recording Fee Charges		59.00-
2007/04/17	701389	RA	Recording		Recording Fees		1,687.00-
2007/04/17	701389	RA	Rec FeeCH		Recording Fee Charges		5.00-
2007/04/18	701422	RA	Recording		Recording Fees		1,228.00-
2007/04/19	701435	RA	Recording		Recording Fees		2,090.00-
2007/04/20	701445	RA	Recording		Recording Fees		1,595.00-
2007/04/24	701479	RA	Recording		Recording Fees		1,342.00-
2007/04/24	701479	RA	Rec FeeCH		Recording Fee Charges		1,722.00-
2007/04/24	701479	RA	Recording		Recording Fees		51.00-
2007/04/25	701501	RA	Recording		Recording Fees		1,884.00-
2007/04/26	701516	RA	Recording		Recording Fees		1,466.00-
2007/04/26	701516	RA	Rec FeeCH		Recording Fee Charges		100.00-
2007/04/27	701528	RA	Recording		Recording Fees		2,076.00-
2007/04/27	701528	RA	Rec FeeCH		Recording Fee Charges		15.00-
ACCOUNT 0001-0006-0008 0410-0029 / APRIL TOTAL							37,161.00-
2007/05/01	701568	RA	Recording		Recording Fees		1,837.00-
2007/05/01	701568	RA	Recording		Recording Fees		2,254.00-
ACCOUNT 0001-0006-0008 0410-0029 / MAY TOTAL							4,091.00-
					ENDING BALANCE		164,126.00-



5/09/07	RECORDER REVENUE ACCOUNTS	4/02/2007	5/01/2007		
	G/L DATE	JOURNAL TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET
	ACCOUNT	0001-0006-0008	0410-0128	DESCRIPTION: Microfilm Roll Sales	
				BEGINNING BALANCE	.00
	ACCOUNT	0001-0006-0008	0410-0128	/ MAY TOTAL	
				ENDING BALANCE	.00

5/09/07	RECORDER REVENUE ACCOUNTS	4/02/2007	5/01/2007	TRANSACTION DESCRIPTION	BUDGET	RRECRPT1 REVENUES
=====	G/L DATE JOURNAL TYPE SOURCE	=====	=====	=====	=====	=====
ACCOUNT 0001-0006-0008	0410-0132			DESCRIPTION: Data Sales		
				BEGINNING BALANCE		
	2007/04/10	RA		Data Sales	3,000.00	1,960.00-
	2007/04/24	RA		Data Sales		80.00-
	2007/04/25	RA		Data Sales		100.00-
	2007/04/26	RA		Data Sales		200.00-
						100.00-
ACCOUNT 0001-0006-0008	0410-0132	/ APRIL TOTAL				480.00-
	2007/05/01	RA		Data Sales		100.00-
ACCOUNT 0001-0006-0008	0410-0132	/ MAY TOTAL				100.00-
				ENDING BALANCE		2,540.00-

G/L DATE	JOURNAL TYPE	SOURCE	TRANSACTION DESCRIPTION	BUDGET	RECREPT1 REVENUES
ACCOUNT 0001-0006-0008 0410-0195					
DESCRIPTION: Rental Hsg Support Progra					
BEGINNING BALANCE					
2007/04/02	RA	Hsg sppt	Rental Hsg Support Progra	35,000.00	7,117.00-
2007/04/03	RA	Hsg sppt	Rental Hsg Support Progra		94.00-
2007/04/04	RA	Hsg sppt	Rental Hsg Support Progra		144.00-
2007/04/05	RA	Hsg sppt	Rental Hsg Support Progra		146.00-
2007/04/06	RA	Hsg sppt	Rental Hsg Support Progra		92.00-
2007/04/09	RA	Hsg sppt	Rental Hsg Support Progra		118.00-
2007/04/10	RA	Hsg sppt	Rental Hsg Support Progra		151.00-
2007/04/11	RA	Hsg sppt	Rental Hsg Support Progra		128.00-
2007/04/12	RA	Hsg sppt	Rental Hsg Support Progra		114.00-
2007/04/13	RA	Hsg sppt	Rental Hsg Support Progra		102.00-
2007/04/16	RA	Hsg sppt	Rental Hsg Support Progra		127.00-
2007/04/17	RA	Hsg sppt	Rental Hsg Support Progra		98.00-
2007/04/18	RA	Hsg sppt	Rental Hsg Support Progra		82.00-
2007/04/19	RA	Hsg sppt	Rental Hsg Support Progra		134.00-
2007/04/20	RA	Hsg sppt	Rental Hsg Support Progra		114.00-
2007/04/24	RA	Hsg sppt	Rental Hsg Support Progra		81.00-
2007/04/24	RA	Hsg sppt	Rental Hsg Support Progra		108.00-
2007/04/25	RA	Hsg sppt	Rental Hsg Support Progra		104.00-
2007/04/26	RA	Hsg sppt	Rental Hsg Support Progra		94.00-
2007/04/27	RA	Hsg sppt	Rental Hsg Support Progra		117.00-
APRIL TOTAL					
ACCOUNT 0001-0006-0008 0410-0195 /				2,230.00-	
2007/05/01	RA	Hsg sppt	Rental Hsg Support Progra		116.00-
2007/05/01	RA	Hsg sppt	Rental Hsg Support Progra		129.00-
MAY TOTAL					
ACCOUNT 0001-0006-0008 0410-0195 /				245.00-	
ENDING BALANCE					
					9,592.00-

5/09/07	RECORDER REVENUE ACCOUNTS	4/02/2007	5/01/2007	RECREPT1
G/L DATE	JOURNAL TYPE	SOURCE	TRANSACTION DESCRIPTION	REVENUES
ACCOUNT 0137-0006-0008 0410-0089			DESCRIPTION: Document Storage Fees	
			BEGINNING BALANCE	
2007/04/02	701153	RA	Recorder D	23,964.00-
2007/04/03	701170	RA	Recorder D	306.00-
2007/04/03	701170	RA	Doc St Ch	438.00-
2007/04/04	701214	RA	Recorder D	6.00-
2007/04/05	701246	RA	Recorder D	459.00-
2007/04/05	701249	JE	040607cd	396.00-
2007/04/06	701259	RA	Recorder D	117.00
2007/04/09	701283	RA	Recorder D	402.00-
2007/04/10	701304	RA	Recorder D	471.00-
2007/04/11	701323	RA	Recorder D	426.00-
2007/04/11	701323	RA	Doc St Ch	375.00-
2007/04/12	701337	RA	Recorder D	3.00-
2007/04/13	701355	RA	Recorder D	327.00-
2007/04/13	701355	RA	Doc St Ch	267.00-
2007/04/16	701367	RA	Recorder D	24.00-
2007/04/16	701367	RA	Doc St Ch	420.00-
2007/04/17	701389	RA	Recorder D	33.00-
2007/04/18	701422	RA	Recorder D	318.00-
2007/04/19	701435	RA	Recorder D	3.00-
2007/04/20	701445	RA	Recorder D	261.00-
2007/04/24	701479	RA	Recorder D	420.00-
2007/04/24	701479	RA	Doc St Ch	360.00-
2007/04/25	701501	RA	Recorder D	264.00-
2007/04/26	701516	RA	Recorder D	348.00-
2007/04/26	701516	RA	Doc St Ch	30.00-
2007/04/27	701528	RA	Recorder D	360.00-
2007/04/27	701528	RA	Doc St Ch	306.00-
				60.00-
				411.00-
				9.00-
				7,386.00-
ACCOUNT 0137-0006-0008 0410-0089 / APRIL TOTAL				
2007/05/01	701568	RA	Recorder D	372.00-
2007/05/01	701568	RA	Recorder D	432.00-
ACCOUNT 0137-0006-0008 0410-0089 / MAY TOTAL				
				804.00-
				32,154.00-

5/09/07	RECORDER REVENUE ACCOUNTS	4/02/2007	5/01/2007	TRANSACTION DESCRIPTION	BUDGET	RECRPT1 REVENUES
G/L DATE	JOURNAL TYPE SOURCE			DESCRIPTION: GIS Document Fees		
ACCOUNT 0137-0006-0008 0410-0181				BEGINNING BALANCE	.00	7,988.00-
2007/04/02	701153 RA	Rec-GIS DS		Recorder-GIS Doc Storage		102.00-
2007/04/03	701170 RA	Rec-GIS DS		Recorder-GIS Doc Storage		146.00-
2007/04/03	701170 RA	GIS Doc Ch		GIS Document Storage Char		2.00-
2007/04/04	701214 RA	Rec-GIS DS		Recorder-GIS Doc Storage		153.00-
2007/04/05	701246 RA	Rec-GIS DS		Recorder-GIS Doc Storage		132.00-
2007/04/05	701249 JE	040607cd		Amend Turn-In		39.00
2007/04/06	701259 RA	Rec-GIS DS		Recorder-GIS Doc Storage		134.00-
2007/04/09	701283 RA	Rec-GIS DS		Recorder-GIS Doc Storage		157.00-
2007/04/10	701304 RA	Rec-GIS DS		Recorder-GIS Doc Storage		142.00-
2007/04/11	701323 RA	Rec-GIS DS		Recorder-GIS Doc Storage		125.00-
2007/04/11	701323 RA	GIS Doc Ch		GIS Document Storage Char		1.00-
2007/04/12	701337 RA	Rec-GIS DS		Recorder-GIS Doc Storage		109.00-
2007/04/13	701355 RA	Rec-GIS DS		Recorder-GIS Doc Storage		89.00-
2007/04/16	701367 RA	GIS Doc Ch		GIS Document Storage Char		8.00-
2007/04/16	701367 RA	Rec-GIS DS		Recorder-GIS Doc Storage		140.00-
2007/04/17	701367 RA	Rec-GIS DS		Recorder-GIS Doc Storage		11.00-
2007/04/17	701389 RA	Rec-GIS DS		Recorder-GIS Doc Storage		106.00-
2007/04/17	701389 RA	GIS Doc Ch		GIS Document Storage Char		1.00-
2007/04/18	701422 RA	Rec-GIS DS		Recorder-GIS Doc Storage		87.00-
2007/04/19	701435 RA	Rec-GIS DS		Recorder-GIS Doc Storage		140.00-
2007/04/20	701445 RA	Rec-GIS DS		Recorder-GIS Doc Storage		120.00-
2007/04/24	701479 RA	Rec-GIS DS		Recorder-GIS Doc Storage		88.00-
2007/04/24	701479 RA	Rec-GIS DS		Recorder-GIS Doc Storage		116.00-
2007/04/24	701479 RA	GIS Doc Ch		GIS Document Storage Char		10.00-
2007/04/25	701501 RA	Rec-GIS DS		Recorder-GIS Doc Storage		120.00-
2007/04/26	701516 RA	Rec-GIS DS		Recorder-GIS Doc Storage		102.00-
2007/04/26	701516 RA	GIS Doc Ch		GIS Document Storage Char		20.00-
2007/04/27	701528 RA	Rec-GIS DS		Recorder-GIS Doc Storage		137.00-
2007/04/27	701528 RA	GIS Doc Ch		GIS Document Storage Char		3.00-
ACCOUNT 0137-0006-0008 0410-0181 / APRIL TOTAL						2,462.00-
2007/05/01	701568 RA	Rec-GIS DS		Recorder-GIS Doc Storage		124.00-
2007/05/01	701568 RA	Rec-GIS DS		Recorder-GIS Doc Storage		144.00-
ACCOUNT 0137-0006-0008 0410-0181 / MAY TOTAL						268.00-
				ENDING BALANCE		10,718.00-

5/09/07 RECORDER REVENUE ACCOUNTS 4/02/2007 - 5/01/2007  
 G/L DATE JOURNAL TYPE SOURCE TRANSACTION DESCRIPTION  
 ACCOUNT 0167-0006-0008 0410-0181

RECEIPT REVENUES	BUDGET	DESCRIPTION
39,409.00-	220,000.00	BEGINNING BALANCE
510.00-		Recorder-GIS Fund
727.00-		Recorder-GIS Fund
4.00-		GIS Fund Charges
765.00-		Recorder-GIS Fund
543.00-		Recorder-GIS Fund
78.00		Amend Turn-In
670.00-		Recorder-GIS Fund
785.00-		Recorder-GIS Fund
710.00-		Recorder-GIS Fund
625.00-		Recorder-GIS Fund
2.00-		GIS Fund Charges
542.00-		Recorder-GIS Fund
445.00-		Recorder-GIS Fund
16.00-		GIS Fund Charges
700.00-		Recorder-GIS Fund
22.00-		GIS Fund Charges
530.00-		Recorder-GIS Fund
2.00-		GIS Fund Charges
435.00-		Recorder-GIS Fund
700.00-		Recorder-GIS Fund
597.00-		Recorder-GIS Fund
440.00-		Recorder-GIS Fund
580.00-		Recorder-GIS Fund
20.00-		GIS Fund Charges
600.00-		Recorder-GIS Fund
510.00-		Recorder-GIS Fund
40.00-		GIS Fund Charges
685.00-		Recorder-GIS Fund
6.00-		GIS Fund Charges
12,133.00-		
620.00-		Recorder-GIS Fund
720.00-		Recorder-GIS Fund
1,340.00-		
52,882.00-		ENDING BALANCE

DESCRIPTION: GIS Document Fees  
 APRIL TOTAL  
 MAY TOTAL

STATE STAMP INVENTORY AND RECEIPTS TO GENERAL LEDGER FOR APRIL 2007

RECORDER		GENERAL LEDGER		Acct# 0151-0126-0001
Inventory as of 03/30/07	86,140.15	A	General ledger inventory as of 03/30/07	89,827.50
Inventory purchases for April 2007	-	B	Inventory purchases	J
Less stamps damaged or issued in error for April 2007	(257.00)	C		
Less inventory as of 04/30/07	(36,943.15)	D	Less general ledger as of 04/30/07	(44,828.50)
Total Receipts for April 2007	48,940.00	E=SUM(A:D)		K
Plus 03/30/07 receipts	3,013.00	F	Plus 04/27/07 receipts deposited 05/01/07	L
Less 04/30/07 receipts	(3,689.50)	G		
Total	48,263.50	H=SUM(E:G)	Total	48,263.50
<p><b>B = Amount includes an IDOR credit of \$0.00</b>  <b>C = Stamps were voided and will be or have been submitted to IDOR for credit</b>  <b>D = Receipts for the last business day of previous month</b>  <b>E = Receipts for the last business day of report month</b>  <b>F = Adjustments are made by F &amp; G because the Recorder's daily receipts are not turned into the General Ledger until the next business day. These adjustments must be made in order to balance to the General Ledger.</b></p>				
<p>DON EVERHART                  CHIEF DEPUTY RECORDER</p>				



Date	End-of-day (EOD) register balance	CREDIT to General Ledger	EOD register + / ( - )	Stamp Purchases
03/01/2007	78,252.65	365.00		67,489.00
03/02/2007	76,266.15	1,986.50		
03/05/2007	73,947.15	2,319.00		
03/06/2007	71,380.65	2,566.50		
03/07/2007	67,916.15	3,464.50		
03/08/2007	66,502.15	1,414.00		
03/09/2007	61,639.15	4,863.00		
03/12/2007	57,899.15	3,740.00		
03/13/2007	55,152.65	2,746.50		
03/14/2007	53,391.65	1,761.00		
03/15/2007	51,502.65	1,889.00		
03/16/2007	48,118.65	3,384.00		
03/19/2007	45,196.15	2,922.50		
03/20/2007	40,248.15	4,948.00		
03/21/2007	39,080.65	1,167.50		
03/22/2007	33,770.65	5,310.00		
03/23/2007	31,828.15	1,942.50		
03/26/2007	11,257.15	20,571.00		
03/27/2007	9,212.65	2,044.50		
03/28/2007	4,045.15	5,167.50		
03/29/2007	89,153.15	2,961.00		88,069.00
03/30/2007	86,140.15	3,013.00		
	<b>March Total:</b>	<b>80,546.50</b>	-	<b>155,558.00</b>
	Day Average:	3,661.20		

don.everhart:  
 \$ 146.00 IDOR credit (01/17/07)  
 \$ 390.00 IDOR credit (01/31/07)  
 \$ 66,953.00 purchase

Don Everhart  
 Chief Deputy Recorder

Date	End-of-day (EOD) register balance	CREDIT to General Ledger	EOD register +/- (-)	Stamp Purchases
04/02/2007	85,211.65	928.50		
04/03/2007	81,977.15	3,234.50		
04/04/2007	81,392.15	585.00		
04/05/2007	77,951.15	3,441.00		
04/06/2007	73,904.15	4,047.00		
04/09/2007	70,187.65	3,716.50		
04/10/2007	68,159.65	2,028.00		
04/11/2007	66,439.65	1,720.00		
04/12/2007	65,945.15	494.50		
04/13/2007	65,210.15	735.00		
04/16/2007	63,907.65	1,302.50		
04/17/2007	62,658.65	1,249.00		
04/18/2007	60,431.15	2,227.50		
04/19/2007	60,061.15	370.00		
04/20/2007	57,074.65	2,729.50	257.00	
04/23/2007	55,770.15	1,304.50		
04/24/2007	51,443.15	4,327.00		
04/25/2007	49,248.15	2,195.00		
04/26/2007	43,897.15	5,351.00		
04/27/2007	40,632.65	3,264.50		
04/30/2007	36,943.15	3,689.50		
<b>April Total:</b>		<b>48,940.00</b>	<b>257.00</b>	<b>-</b>
Day Average:		2,330.48		

**don.everhart:**  
 Stamp issued in error. Stamp voided & will be submitted to IDOR for credit.  
 File # 2007-9901

Don Everhart  
 Chief Deputy Recorder

DATE	(A) ASCENDING REGISTER	(B) DESCENDING REGISTER	(C) TOTAL OF COLUMNS (A) AND (B)
4/3	67523935	8521165	
4/3	67847345	8197715	
4/4	67905885	79315	
4/5	68240985	795115	
4/6	68654685	7390415	
4/9	69024335	7018765	
4/10	69229135	6815965	
4/11	69401135	6643965	
4/12	69450585	6594515	
4/13	69524085	6521015	
4/16	69654335	6390765	
4/17	69779235	6265865	
4/18	70001985	6043115	
4/19	70038985	6004115	
4/20	70337635	5707465	
4/23	70468085	5577015	
4/24	70900785	5144315	
4/25	71120285	4924915	
4/26	71655385	4389715	
4/29	71981835	4063265	
4/30	72350385	3694315	

DATE	(A) ASCENDING REGISTER	(B) DESCENDING REGISTER	(C) TOTAL OF COLUMNS (A) AND (B)
3/1	559376435	7861765	567238200
3/1	59412935	7825265	
3/2	59611585	7626615	
3/5	59843485	7394715	
3/6	60100135	7158025	
3/7	60446885	6791615	
3/8	60587985	6450215	
3/9	61074285	6163915	
3/11	61448285	5789915	
3/12	61722935	5515215	
3/14	61999035	5339165	
3/15	622087935	5150265	
3/16	62426385	4811865	
3/19	62718585	4519615	
3/20	63213385	4024815	
3/21	63330135	3908065	
3/22	63861135	3377065	
3/23	64055385	3182815	
3/26	66112485	1125715	
3/27	66316935	921265	
3/28	66833685	404515	
Total	66833685	9211415	576045100
3/29	67129785	8915315	
3/30	67451085	8614015	

Recorder's Receivable Reconciliation

April 2007

<u>Date</u>		<u>General</u> <u>0001</u>	<u>Doc Storage</u> <u>0137</u>	<u>GIS</u> <u>0167</u>
4/2/2007	Recorder	1,328.55	1,016.00	508.00
4/3/2007	General Ledger	1,328.55	1,016.00	508.00
	Difference	-	-	-
4/3/2007	Recorder	1,328.55	1,016.00	508.00
4/4/2007	General Ledger	1,328.55	1,016.00	508.00
	Difference	-	-	-
4/4/2007	Recorder	1,124.55	860.00	430.00
4/5/2007	General Ledger	1,124.55	860.00	430.00
	Difference	-	-	-
4/5/2007	Recorder	1,124.55	860.00	430.00
4/6/2007	General Ledger	1,124.55	860.00	430.00
	Difference	-	-	-
4/6/2007	Recorder	1,124.55	860.00	430.00
4/9/2007	General Ledger	1,124.55	860.00	430.00
	Difference	-	-	-
4/9/2007	Recorder	1,124.55	860.00	430.00
4/10/2007	General Ledger	1,124.55	860.00	430.00
	Difference	-	-	-
4/10/2007	Recorder	1,131.55	864.00	432.00
4/11/2007	General Ledger	1,131.55	864.00	432.00
	Difference	-	-	-
4/11/2007	Recorder	1,132.55	864.00	432.00
4/12/2007	General Ledger	1,132.55	864.00	432.00
	Difference	-	-	-
4/12/2007	Recorder	1,174.55	896.00	448.00
4/13/2007	General Ledger	1,174.55	896.00	448.00
	Difference	-	-	-
4/13/2007	Recorder	1,233.55	940.00	470.00
4/16/2007	General Ledger	1,233.55	940.00	470.00
	Difference	-	-	-
4/16/2007	Recorder	1,238.55	944.00	472.00
4/17/2007	General Ledger	1,238.55	944.00	472.00
	Difference	-	-	-
4/17/2007	Recorder	1,238.55	944.00	472.00
4/18/2007	General Ledger	1,238.55	944.00	472.00
	Difference	-	-	-

Recorder's Receivable Reconciliation

April 2007

<u>Date</u>		<u>General 0001</u>	<u>Doc Storage 0137</u>	<u>GIS 0167</u>
4/18/2007	Recorder	1,238.55	944.00	472.00
4/19/2007	General Ledger	1,238.55	944.00	472.00
	Difference	-	-	-
4/19/2007	Recorder	885.80	680.00	340.00
4/20/2007	General Ledger	885.80	680.00	340.00
	Difference	-	-	-
4/20/2007	Recorder	885.80	680.00	340.00
4/23/2007	General Ledger	885.80	680.00	340.00
	Difference	-	-	-
4/23/2007	Recorder	936.80	720.00	360.00
4/24/2007	General Ledger	936.80	720.00	360.00
	Difference	-	-	-
4/24/2007	Recorder	936.80	720.00	360.00
4/25/2007	General Ledger	936.80	720.00	360.00
	Difference	-	-	-
4/25/2007	Recorder	1,036.80	800.00	400.00
4/26/2007	General Ledger	1,036.80	800.00	400.00
	Difference	-	-	-
4/26/2007	Recorder	1,051.80	812.00	406.00
4/27/2007	General Ledger	1,051.80	812.00	406.00
	Difference	-	-	-
4/27/2007	Recorder	908.80	700.00	350.00
4/30/2007	General Ledger	1,051.80	812.00	406.00
	Difference	(143.00)	(112.00)	(56.00)
4/30/2007	Recorder	908.80	700.00	350.00
5/1/2007	General Ledger	908.80	700.00	350.00
	Difference	-	-	-
Explanation of differences: 04/27/07 receipts deposited 05/01/07				
DON EVERHART				
CHIEF DEPUTY RECORDER				

ACCOUNT:0001	G/L DATE	JOURNAL	TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	ACTUAL BALANCE
	0122-0022	Due From Recording Chrgs					FISCAL YEAR TO DATE:	
	2007/04/03	701170	RA	JE Copy Fee	Copy Fee Charges	2.80		1,315.75
	2007/04/03	701170	RA	JE Rec FeeCH	Recording Fee Charges	10.00		1,328.55
	2007/04/05	701249	JE	JE 040607cd	Amend Turn-In		204.00	1,124.55
	2007/04/11	701323	RA	JE Copy Fee	Copy Fee Charges	1.00		1,125.55
	2007/04/11	701323	RA	JE Rec FeeCH	Recording Fee Charges	6.00		1,131.55
	2007/04/12	701337	RA	JE Copy Fee	Copy Fee Charges	1.00		1,132.55
	2007/04/13	701355	RA	JE Rec FeeCH	Recording Fee Charges	42.00		1,174.55
	2007/04/16	701367	RA	JE Rec FeeCH	Recording Fee Charges	59.00		1,233.55
	2007/04/17	701389	RA	JE Record Rec	Recorder Receivable	5.00		1,238.55
	2007/04/20	701445	RA	JE Rec FeeCH	Recording Fee Charges	51.00	352.75	885.80
	2007/04/24	701479	RA	JE Rec FeeCH	Recording Fee Charges	100.00		936.80
	2007/04/26	701516	RA	JE Rec FeeCH	Recording Fee Charges	15.00		1,036.80
	2007/04/27	701528	RA	JE Rec FeeCH	Recording Fee Charges			1,051.80
ACCOUNT:0001	0122-0022			APRIL TOTAL		292.80	556.75	1,051.80
ACCOUNT:0001	0122-0022			MAY TOTAL			143.00	908.80
ACCOUNT:0001	0122-0022			DATE RANGE TOTALS			143.00	908.80

G/L DATE	JOURNAL	TYPE	SOURCE	DESCRIPTION	DEBIT AMOUNT	CREDIT AMOUNT	ACTUAL BALANCE
ACCOUNT: 0137	0122-0022	Due From Recording Chrgs				FISCAL YEAR TO DATE:	
2007/04/03	701170	RA	JE Doc St Ch	Document Storage Charges	6.00		1,008.00
2007/04/03	701170	RA	JE GIS Doc Ch	GIS Document Storage Char	2.00		1,014.00
2007/04/05	701249	JE	JE 040607cd	Amend Turn-In		156.00	1,016.00
2007/04/11	701323	RA	JE Doc St Ch	Document Storage Charges	3.00		860.00
2007/04/11	701323	RA	JE GIS Doc Ch	GIS Document Storage Char	1.00		863.00
2007/04/13	701355	RA	JE Doc St Ch	Document Storage Charges	24.00		884.00
2007/04/13	701355	RA	JE GIS Doc Ch	GIS Document Storage Char	8.00		888.00
2007/04/16	701367	RA	JE Doc St Ch	Document Storage Charges	33.00		896.00
2007/04/16	701367	RA	JE GIS Doc Ch	GIS Document Storage Char	11.00		929.00
2007/04/17	701389	RA	JE Doc St Ch	Document Storage Charges	3.00		940.00
2007/04/17	701389	RA	JE GIS Doc Ch	GIS Document Storage Char	1.00		943.00
2007/04/20	701445	RA	JE Stg Rec	Storage Receivable		264.00	944.00
2007/04/24	701479	RA	JE Doc St Ch	Document Storage Charges	30.00		680.00
2007/04/24	701479	RA	JE GIS Doc Ch	GIS Document Storage Char	10.00		710.00
2007/04/26	701516	RA	JE Doc St Ch	Document Storage Charges	60.00		720.00
2007/04/26	701516	RA	JE GIS Doc Ch	GIS Document Storage Char	20.00		780.00
2007/04/27	701528	RA	JE Doc St Ch	Document Storage Charges	9.00		800.00
2007/04/27	701528	RA	JE GIS Doc Ch	GIS Document Storage Char	3.00		809.00
ACCOUNT: 0137	0122-0022	APRIL TOTAL			224.00	420.00	812.00
2007/05/01	701568	RA	JE Stg Rec	Storage Receivable		112.00	700.00
ACCOUNT: 0137	0122-0022	MAY TOTAL			.00	112.00	700.00
ACCOUNT 0137	0122-0022	DATE RANGE TOTALS			224.00	532.00	700.00

G/L DATE JOURNAL		TYPE SOURCE		DESCRIPTION		DEBIT AMOUNT		CREDIT AMOUNT		ACTUAL BALANCE	
TRAN JRN		TYPE SOURCE		DESCRIPTION		DEBIT AMOUNT		CREDIT AMOUNT		ACTUAL BALANCE	
ACCOUNT:0167	0122-0022	Due From Recording Chrgs	RA	JE GIS Fd Ch	GIS Fund Charges						504.00
	2007/04/03	701170	RA	JE GIS Fd Ch	Amend Turn-In						508.00
	2007/04/05	701249	JE	JE 040607cd	GIS Fund Charges				78.00		430.00
	2007/04/11	701323	RA	JE GIS Fd Ch	GIS Fund Charges						432.00
	2007/04/13	701355	RA	JE GIS Fd Ch	GIS Fund Charges						448.00
	2007/04/16	701367	RA	JE GIS Fd Ch	GIS Fund Charges						470.00
	2007/04/17	701389	RA	JE GIS Fd Ch	GIS Fund Charges						472.00
	2007/04/20	701445	RA	JE GIS Rec	GIS Receivable				132.00		340.00
	2007/04/24	701479	RA	JE GIS Fd Ch	GIS Fund Charges						360.00
	2007/04/26	701516	RA	JE GIS Fd Ch	GIS Fund Charges						400.00
	2007/04/27	701528	RA	JE GIS Fd Ch	GIS Fund Charges						406.00
APRIL TOTAL						112.00		210.00			406.00
MAY TOTAL								56.00			350.00
MAY TOTAL								56.00			350.00
DATE RANGE TOTALS						112.00		266.00			350.00



**PeggyAnn Milton**  
**McLean County Clerk**

(309) 888-5190  
Fax (309) 888-5932  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400  
Website: [www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)

DATE: June 5, 2007  
TO: Matt Sorensen, Chairman  
Honorable Members of the Finance Committee  
FROM: PeggyAnn Milton   
RE: Precinct Splits

According to 10 ILCS 5/11-2, at its regular meeting in June, the County Board is to make necessary boundary changes to precincts. We are proposing splitting or restructuring the following precincts:

Current:

Normal 8  
Normal 18  
Normal 23  
Normal 26

Will Become:

Normal 8 and Normal 30  
Normal 18 and Normal 28  
Normal 23 and Normal 29  
Normal 26 and Normal 27

Bloomington Township

Combining Bloomington 1, 3, and 4 to become Bloomington 1 (Bloomington 2 did not change)

Danvers Township

Danvers 1 and Danvers 2

Hudson Township

Restructuring for more even split of voters

Old Town

Old Town 1 and Old Town 2

Randolph Township

Restructuring and adding fourth precinct

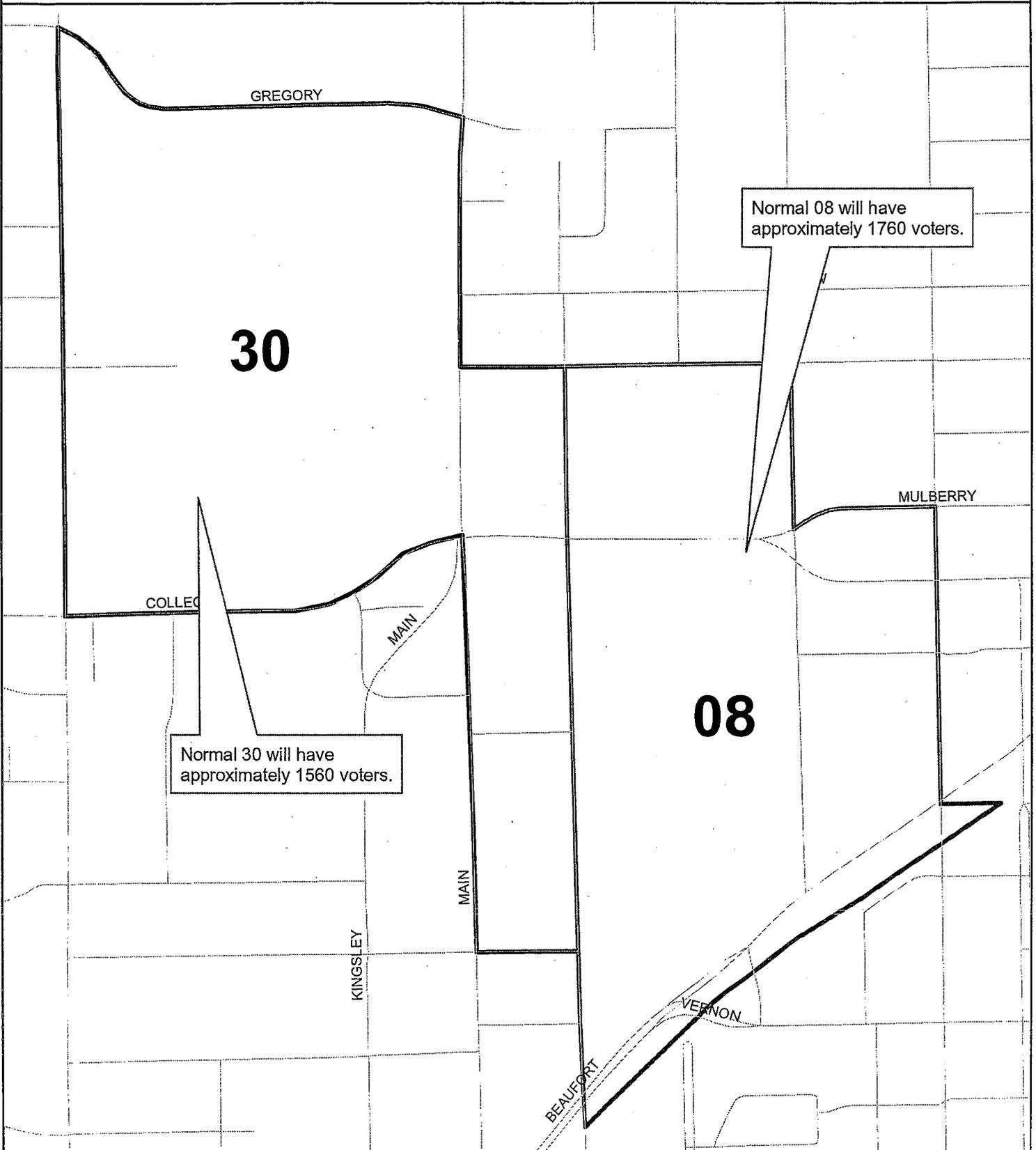
All of the above reorganization has been approved by the appropriate Township Supervisor.

I have attached the legal descriptions and maps for all proposed splits/restructurings.

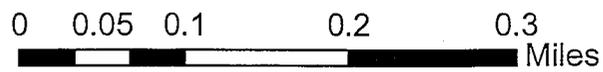
Thank you.

Enclosures

# Normal 08 and 30



McLean County Government  
115 E Washington St.  
Bloomington II, 61701



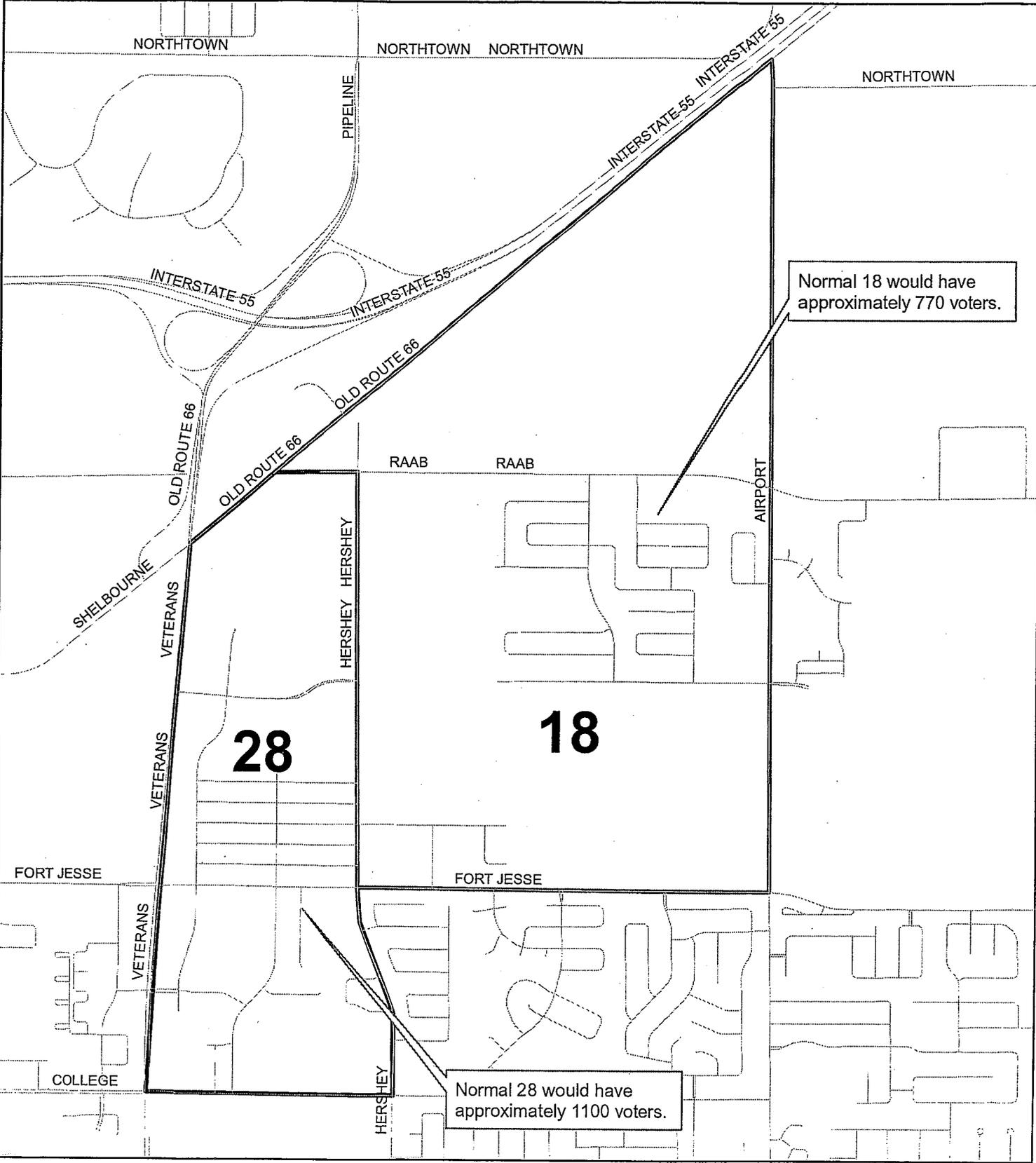
### BN Precincts

-  NORMAL 08
-  NORMAL 30

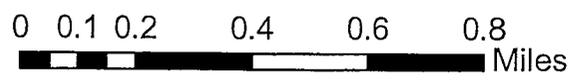
**PRECINCT 30:** PT SEC 28-24-2E - BEG INT C/L'S ADELAIDE & GREGORY STS, S TO C/L COLLEGE AVE, E ALG COLLEGE AVE C/L TO C/L MAIN ST, S TO C/L DALE ST., E TO C/L UNIVERSITY ST, N TO C/L LOCUST ST, W TO C/L OF MAIN ST, N TO C/L OF GREGORY ST, NW ALG C/L OF GREGORY ST TO POB

**PRECINCT 8:** PT SEC 28-24-2E - BEG INT C/L'S DALE & UNIVERSITY STS, S TO C.M. & W. RR, NE TO W'LY EXT OF PHOENIX AVE C/L, W TO C/L FELL AVE, N TO C/L MULBERRY ST, W TO C/L SCHOOL ST, N TO C/L LOCUST ST, W TO C/L UNIVERSITY ST, S TO POB

# Normal 18 and 28



McLean County Government  
 115 E Washington St.  
 Bloomington IL, 61701



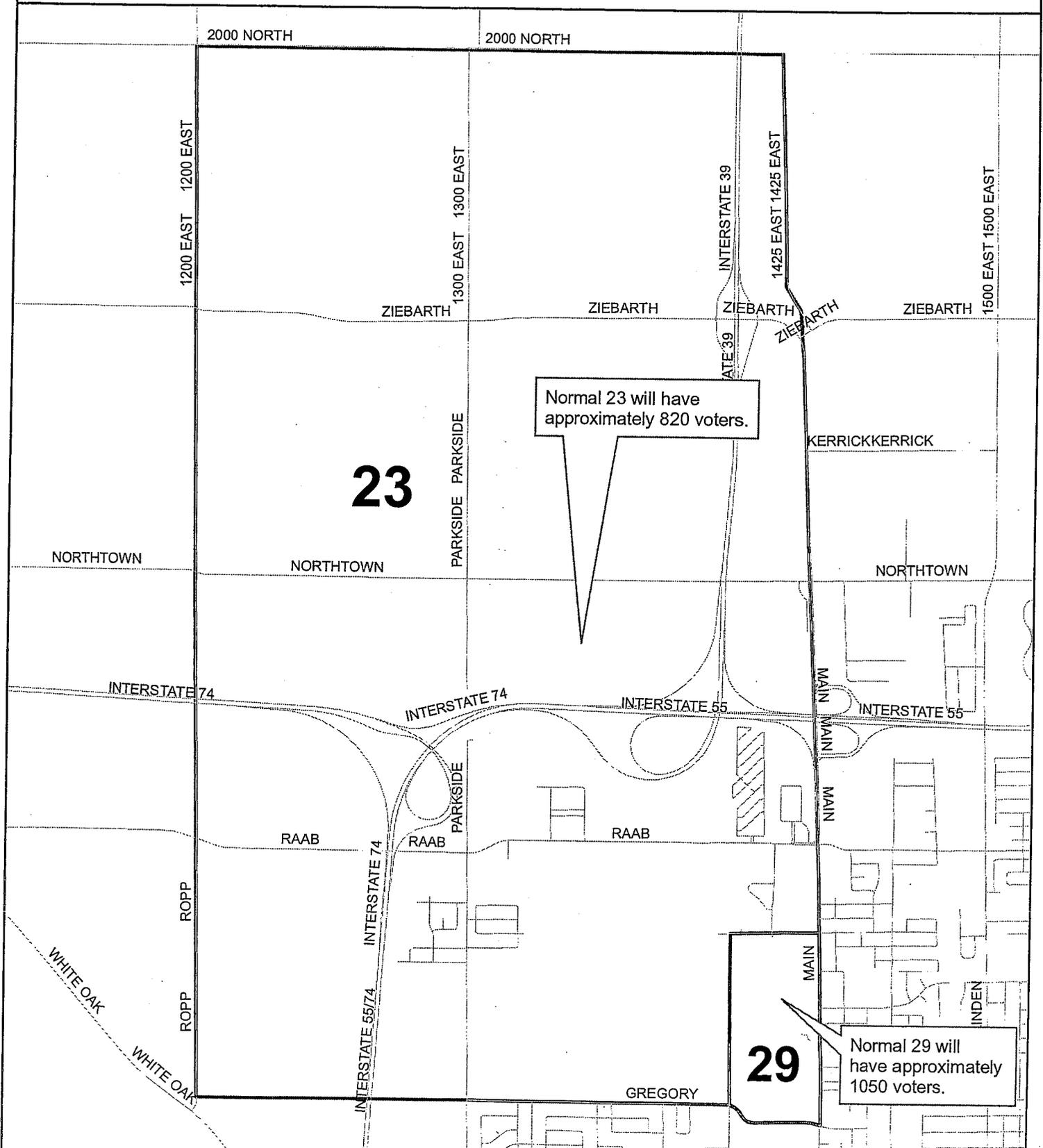
**BN Precincts**

-  NORMAL 18
-  NORMAL 28

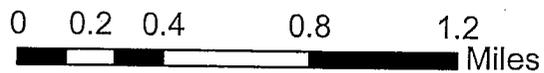
**PRECINCT 28:** PT SECS 23, 24, 25 & 26-24-2E – BEG INT C/L'S VETERAN'S PKWY & COLLEGE AVE, E TO C/L HERSHEY RD, NW ALG C/L HERSHEY RD TO C/L RAAB RD, W ALG W'LY EXT RAAB RD C/L TO C/L OLD ROUTE 66, SW ALG C/L OLD ROUTE 66 TO C/L VETERAN'S PKWY, SW ALG C/L VETERAN'S PKWY TO POB

**PRECINCT 18:** PT SECS 13 & 24-24-2E – BEG INT C/L'S FORT JESSE RD & HERSHEY RD, E TO C/L AIRPORT RD, N TO C/L OLD ROUTE 66, SW TO W'LY EXT OF RAAB RD C/L, E TO C/L HERSHEY RD, S TO POB

# Normal 23 and 29



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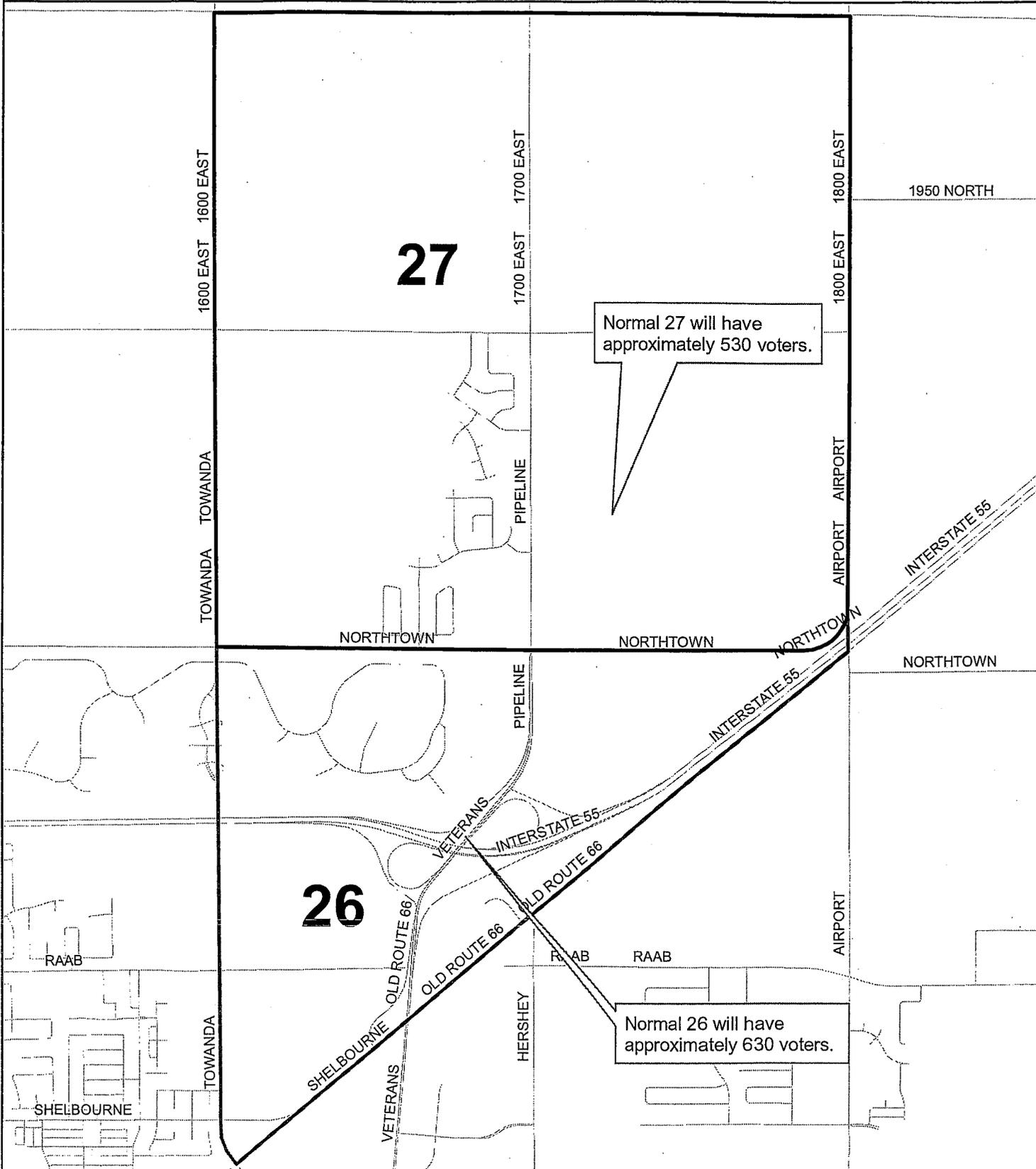
**BN Precincts**

- NORMAL 23
- NORMAL 29

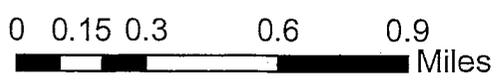
**PRECINCT 23:** PT SECS 4,5,6,7,8,9,16,17,18,19 & 20-24-2E-BEG INT C/L'S GREGORY ST & ADELAIDE ST, N ALG N'LY EXT C/L ADELAIDE ST TO C/L ORLANDO AVE, E TO C/L MAIN ST, N TO C/L 2000 NORTH RD, W TO C/L 1200 EAST RD, S TO C/L GREGORY ST, E TO POB

**PRECINCT 29:** PT SECS 21 & 28-24-2E – BEG INT C/L'S GREGORY & MAIN STS, N TO C/L ORLANDO AVE, W TO EXT C/L ADELAIDE ST, S TO C/L GREGORY ST, SE ALG C/L GREGORY ST TO POB

# Normal 26 and 27



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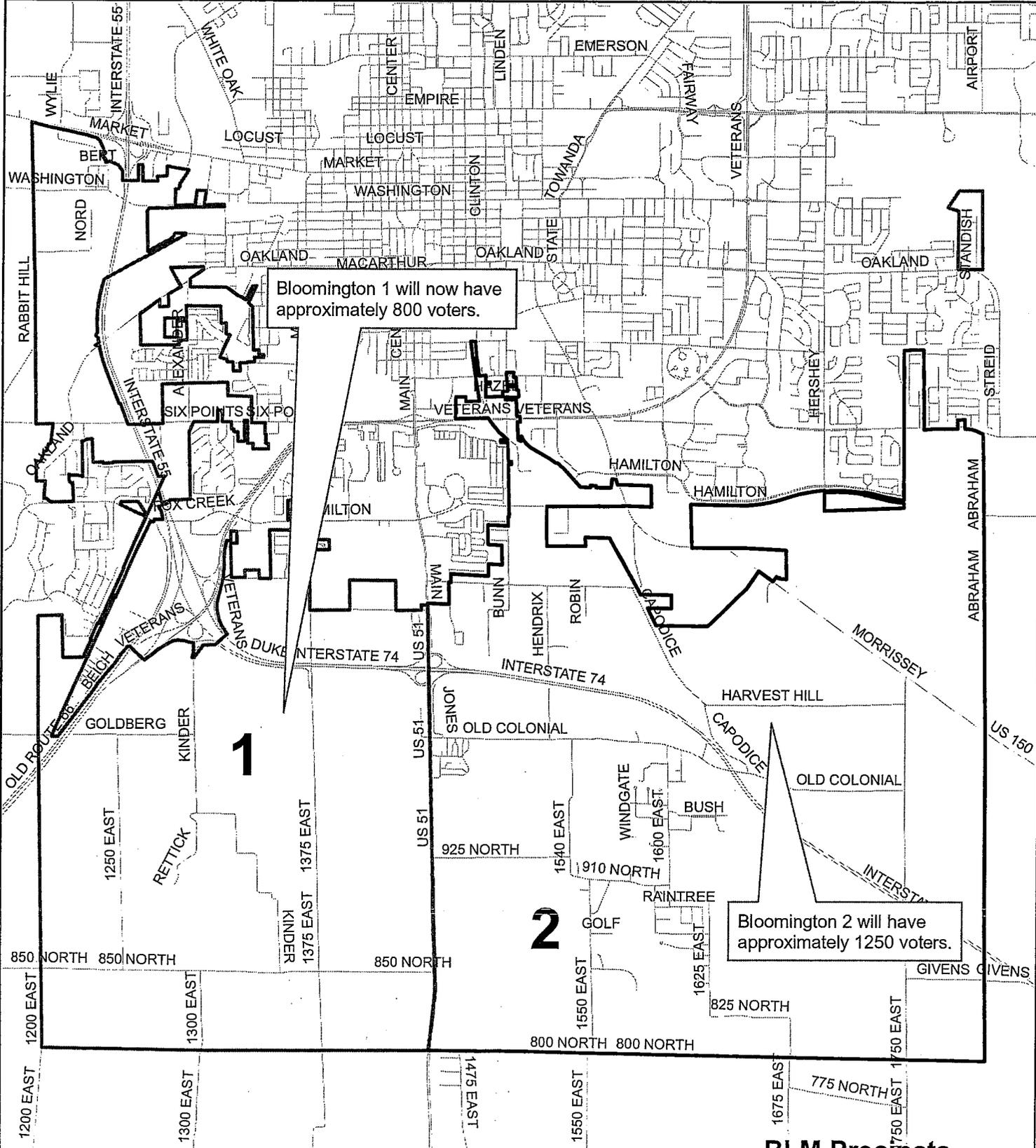
**BN Precincts**

- NORMAL 26
- NORMAL 27

**PRECINCT 26:** PT SECS 13, 14 & 23-24-2E - BEG INT C/L'S NORTHTOWN RD & TOWANDA AVE, SE ALG C/L TOWANDA AVE TO C/L US BR 66, NE TO C/L NORTHTOWN RD, W TO POB

**PRECINCT 27:** SECS 1, 2, 11 & 12-24-2E

# Bloomington 1 & 2



Bloomington 1 will now have approximately 800 voters.

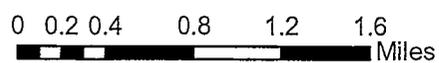
Bloomington 2 will have approximately 1250 voters.

## BLM Precincts

- Prec\_Name
- BLOOMINGTON 01
  - BLOOMINGTON 02



McLean County Government  
115 E Washington St.  
Bloomington, IL, 61701



BLOOMINGTON TWP

PRECINCT #1 -

PT SECS 5, 6, 7, 8, 17 THRU 21 & 28 THRU 33-23-2E - BEG INT C/L'S 1200 EAST RD & 800 NORTH RD, E TO C/L US 51, N ALG SD HWY TO A PT 172'N INT C/L BRIGHAM SCHOOL RD & E LN SEC 21-23-2E, W205', S172', W859', N TO N LN SEC 21-23-2E, W TO NW COR SEC 21-23-2E, S TO C/L LN BRIGHAM SCHOOL RD, W TO W LN E1/2 NE SEC 20-23-2E, N TO SW COR LT 33 SUB OF SEC 17-23-2E, E TO SE COR LT 33 SD SUB, N TO NE COR SD LT 33 SD SUB, W TO W LN E1/2 SE SEC 17-23-2E, N TO NW COR E1/2 SE SEC 17-23-2E, W693', S TO N LN SALE BARN RD, E464.71', S329.95', W1103.54', S TO SE COR E1/2 SW SEC 17-23-2E, W381.31', N282', W470', S282', W TO SW COR E1/2 SW SEC 17-23-2E, N TO A PT 203'S & 215'W NE COR LT 6 TOWNLEY'S HIGHLAND ACRES SUB, E215', N403', W215', S304.75', W TO E LN US 66, S ALG SD E LN HWY TO PT LYG NW & PERP TO INT S LN I-74 & N LN OF S6.96 AC TR IN W1/2 NW SEC 20-23-2E, SW TO S LN HWY I-74, NW TO NW COR SD 6.96 AC TR, SW TO W LN SEC 20-23-2E, NW758.8', SW ALG SE LN US 66 TO A PT 126'S & 1558'W NE COR SE SEC 19-23-2E, NW TO N LN LT 1 KING ESTATE SUB EXT'D E, W TO NE COR LT 1 KING ESTATE SUB, SW TO S LN C.H. 32, W TO E LN C.M. & W. RY, NE ALG SE LN C.M.&W. RR TO N LN FOX CREEK RD, SE ALG N LN FOX CREEK RD TOW LN I-55 & 74, NW ALG W LN HWY TO A PT LYG SE OF INT W LN SD HWY & SE LN RR, NE TO A PT 56.93'S & 330'E NW COR E1/2 SE SEC 18-23-2E, N56.93', E TO SW COR NW SEC 17-23-2E, N TO S LN C.M. & W. RY, NE TO C/L LN SIX POINTS RD, E TO PT 330'W SE COR W1/2 SW SEC 8-23-2E, N397', E165', S397', E TO E LN OAKWOODS DEVELOPMENT, SE251', E74', S83.88', E126.85', S TO A PT 660'S C/L SIX POINTS RD, E232', N660', E100', S TO S LN N1/2 LT 16 SUB OF SEC 17-23-2E, E TO NE COR S2.50 AC TR W1/2 SEC 16 SD SUB, S TO S LN SD LT, E TO SE COR SD LT, N TO SE COR LT 128 SZAREKS SUB, W91', N TO C/L SIX POINTS RD, W TO INT SW COR THE TIMBERS, N TO NE COR LT 1 COMMISSIONER SUB OF LOT 6, W TO SW COR WOODLAND RIDGE 4<sup>TH</sup> ADD, N TO NE COR LT 7 SUB OF SW SEC 8-23-2E, W TO NW COR LT 27 SUB OF E1/2 SEC 7-23-2E, S TO C/L SIX POINT RD, W TO W LN I-55 & 74, NW ALG W LN SD HWYS TO INT W LN HWY & S LN FORM RR ROW, NE ALG SD FORM RR ROW TO E LN SE SEC 6-23-2E, N8.55', NW381.79', NW66.11', S192.6', SW ALG N LN FORM RR ROW TO W LN E1/2 SE SEC 6-23-2E, N TO S LN FORM RR ROW, E ALG SD FORM RR ROW TO C/L EUCLID AVE, N TO C/L WASHINGTON ST, W TO C/L CAROLINE ST, NE TO INT C/L'S CAROLINE ST & TIPTON EXT'D W, W370.1', SW TO C/L WASHINGTON ST, W TO A PT 335.24'W E LN SE SEC 6-23-2E, N TO N LN SE SEC 6-23-2E, E TO C/L MARKET SQUARE, NE TO E LN NE SEC 6-23-2E, N TO S'LY COR .25 AC TRI TR IN SW NW SEC 5-23-2E, NE TO NE COR SD TRI TR, W110', NW TO C/L HOYT ST, S TO A PT 15'N SE COR LT 19 ABBOTT'S SUB PT NE SEC 6-23-2E EXT'D E, W264.1', S TO SE COR LT 21 SD SUB, W TO SW COR BROCKS ADD, N TO NE COR LT 2 ABBOTTS SUB W. END LOT 8, W146.2', S TO N LN LT 22 CO. CLERK'S SUB OF LOTS 8 THRU 12, W TO C/L I-55 & 74, N TO C/L MARKET ST, NW ALG C/L MARKET ST TO W LN

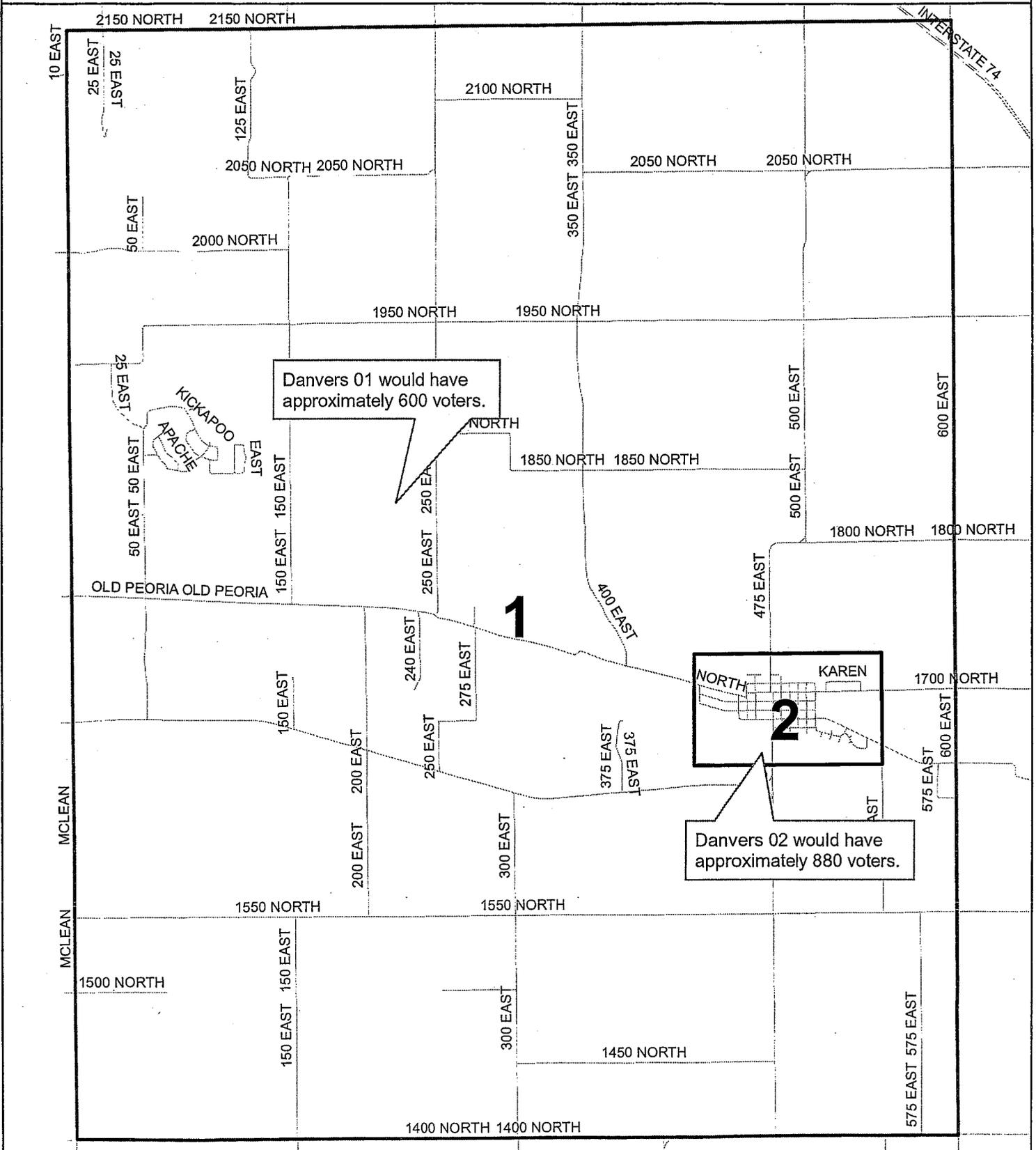
SEC 6-23-2E, S TO C/L SIX POINTS RD, E598.82', SW792.04', W75.76', SW247.45', W73.3', SW367.62', W TO W LN SEC 8-23-2E, S TO N LN FOX CREEK COUNTY CLUB, SE TO C/L W. OAKLAND COUNTY RD, SW TO N LN FOX CREEK COUNTY CLUB 1<sup>ST</sup> ADD, SE111.54', SE TO C/L FOX CREEK RD, E TO E LN W1/2 NW SEC 18-23-2E, N718.8', SW71.25', NW84.98', N TO C/L PARKRIDGE RD, SE TO W LN RIDGEWOOD SUB, N TO C/L STANLEY LN, NE TO S LN DAKOTA GROVE SUB, E TO SE COR DAKOTA GROVE SUB, S TO N LN SE NW SEC 18-23-2E, E342.97', S35.91', E342.97', N35.91', E TO E LN I-55 & 74, SE TO N LN .91 AC TRI TR IN LT 18 SUB OF NE SEC 18-23-2E, E TO W LN C.M. & W. RY, SW ALG SD LN RR TO NW LN VAC. CABIN CT, NW TO N LN SE SEC 18-23-2E, W TO NW COR SUB OF S1/2 SEC 18-23-2E, SW TO S LN FOX CREEK RD, SE TO NW LN C.M. & W. RY, SW ALG SD LN RR TO S LN E1/2 NW SEC 19-23-2E, W687.8', N1448.04', W877.43' TO W LN NW SEC 19-23-2E, S TO POB & ALSO PT SEC 7 & 8-23-2E – BEG NE COR NE SEC 7-23-2E, W539', SE TO C/L W. OAKLAND CO. RD, SW TO A PT 237.6'SW INT C/L'S ALEXANDER RD & W. OAKLAND CO. RD, S TO N LN HERBERT M. SMITH SUB, W371.79', N TO C/L W. OAKLAND CO. RD, SW TO NW COR LT 11 SUB OF E1/2 SEC 7-23-2E, S TO SW COR SD LT, E TO A PT 264'W C/L ALEXANDER RD, N165', E TO C/L ALEXANDER RD, N640', W314', S540', W448.31', N632.78', E TO C/L ALEXANDER RD, N TO NW COR LT 8 CO. CLERKS SUB OF LOT 3 NW SEC 8-23-2E, E TO NE COR SD LT, S574.2', S TO A PT 126.3'NW NW LN C.M. & W. RY, SE 126.3', SW TO A PT S LN LT 1 ERICKSON SUB EXT'D NW, SE TO SE COR SD LT, NE TO C/L BUTCHERS LN, E TO NW COR LT 1 E. STIELOW SUB, S TO SW COR SD LT, E220', N TO C/L BUTCHERS LN, E TO W ON PARKVIEW SUB, N TO SW COR LT 55 SD SUB EXT'D W, E TO SE COR LT 64 SD SUB, N TO NE COR LT 65 SD SUB, W TO NE COR LT 54 SD SUB, N TO NE COR LT 50 SD SUB, W TO W LN SD SUB, N TO C/L MILLER ST, W TO E LN LT 9 SUB OF NW SEC 8-23-2E, NW TO C.M. & W. RY, NE TO SW LN LT 2 WATKINS SUB, SE175.09', E7.66', N TO NE COR LT 1 SD SUB, W TO SW LN C.M. & W. RY, NE TO C/L STOCKHOLM ST EXT'E E, W TO NW LN C.M. & W. RY, S TO C/L MILLER RD, NW ALG SD C/L TO E LN LT 3 CO. CLERKS SUB OF LT 3 NW SEC 8-23-2E EXT'D S, N TO C/L OAKLAND RD, NE TO A PT 140'W INT N LN SD RR & N LN NW SEC 8-23-2E EXT'D S, N TO N LN SEC 8, W TO POB  
 & ALSO PT SEC 1-23-2E – BEG SE COR SEC 1-23-2E, N TO NE COR SE SEC 1-23-2E, W836.97', SW641.37', DR377.13', S TO C/L OAKLAND AVE, E TO POB

PRECINCT #2 –

PT SECS 9, 12 THRU 16, 21 TJRU 28 & 33 THRU 36-23-2E – BEG INT C/L'S US 51 & 800 NORTH RD, E TO C/L ABRAHAM RD EXT'D S, N TO C/L IRELAND GROVE RD, W TO A PT 738.9'E SW COR E1/2 SE SEC 12-23-2E, N248', W250', S TO C/L IRELAND GROVE RD, W738.9', N TO NE COR W1/2 SE SEC 12-23-2E, W TO NW COR E1/2 W1/2 SE SEC 12-23-2E, S TO N LN N & W RR, NW TO W LN NW SEC 13-23-2E, S TO S LN N & W RR, SE TO E LN NW SEC 13-23-2E, S158.05', W TO SW COR SEC 13-23-2E, N TO N LN N & W RR SW ALG SD N LN RR TO NW COR LT 3 JOHN RHODES ESTATES SUB, STO C/L US 150, E TO NW COR SW SE

SEC 14-23-2E, S1014.99', NW58', W109', NW90', SE42', NW90', SE TO SW LN US 150, NW575.9', SW731.12', SW1858.1', W TO W LN N & W RR, NW683.24', E828.9', N461.88', W TO W LN N & W RR, NW TO N LN LT 9 JOHN RHODES ESTATES SUB EXT'D E, W TO NW COR SD LT, STO SW COR SD LT, W TO SW COR RHODES LANE P.U.D., N TO C/L HAMILTON RD, E TO W LN LT 2 WATER TOWER SUB EXT'D S, N TO NW COR SD LT, W LN N & W RR, NW ALG SD LN TO S LN LT 1 COMMERCE PARK SUB ADD, N TO N LN VETERAN'S PKWY, W ALG SD N LN TO SE COR LT 10 VETERAN'S PLACE SUB 1<sup>ST</sup> ADD, N TO N LN GILMORE DR. W TO E LN LT 8 SD SUB, N 14.41', W TO SE COR LT 42 CO. CLERK'S SUB OF SEC 10-23-2E, N 147', W85.4', NW149', W33', N25.2', W78', N226.95', W TO A PT 143'E E LN McCLUN'S SUB, NW443.15', E TO E LN BEVERLY LN', N TO S LN HIGH ST, W TO W LN LARUE SUB 1<sup>ST</sup> ADD, N TO NW COR SD SUB, E TO C/L MAPLE ST, N TO C/L LINCOLN ST, W TO 175'W NE COR LT 1 VAC. PLAT OF PT. CROXTON'S ADD EXT'D NE, SW TO E LN BLK 2 CROXTONS ADD, S TO SE COR LT 6 BLK 2 SD SUB, W TO NE COR LT 1 FRITZGERALD SUB 2<sup>ND</sup> ADD, S630', W TO NE COR LT 1 MC CLUN'S SUB, S TO S LN LAFAYETTE ST, W TO NW COR LT 4 SD SUB, S276', E216.7', S69', W TO W LN BUNN ST, S TO SE COR LT 7 HUNT'S SUB E1/2 SE SEC 9-23-2E, W132.5', S TO S LN HAZEL ST, W215', N215.8', W100', S TO S LN HAZEL ST, W245.6', N TO NW COR LT 7 HUNT'S SUB E1/2 SE SEC 9-23-2E, E120', N75', W120', N TO N LN LAFAYETTE ST, W TO E LN N & W RR, NW TO A PT 253.2 S INT E LN RR & C.L LINCOLN ST, N253.2' TO C/L LINCOLN ST, W TO E LN HUNTS SUB E1/2 SE SEC 0-23-2E, SE TO SE COR LT 22 SD SUB, W464.87', N159.3', W374.1', S TO C/L VETERAN'S PKWY, E TO W LN FORM P.C. RR ROW, SE ALG SD LN TO C/L BUNN ST, S TO S LN LT 1 SCHOOL COMMISSIONERS SUB NE SEC 16-23-2E, W220', S99', E TO C/L BUNN ST, S TO NW COR .84 AC SQ TR LYG ALG E LN BUNN ST, E136', S109', W136', S ALG E LN BUNN ST TO N LN DREAMWORLD PARK ALLOTS EXT'D E, W TO NW COR SD SUB, STO SW COR SD SUB, E TO NW COR LANE'S SUB, S TO SW COR SD SUB, W TO SW COR LT 9 SCHOOL COMMISSIONER'S SUB OF SE SEC 16-23-2E, S TO NE COR CAUDELL'S SUB, W TO NW COR CAUDELL'S SUB, S TO N LN SUB OF E1/2 NE SEC 21-23-2E (UNRECORDED), W TO E LN W1/2 W1/2 NE SEC 21-23-2E, S716.54', W TO C/L US 51, S TO POB (EX LT 8 McCLUN'S SUB & EX N80' LT 43 CO. CLERK'S SUB SEC 10-23-2E)

# Danvers 1 and 2



McLean County Government  
 115 E Washington St.  
 Bloomington IL, 61701



## County Precincts

- DANVERS 01
- DANVERS 02

DANVERS TWP

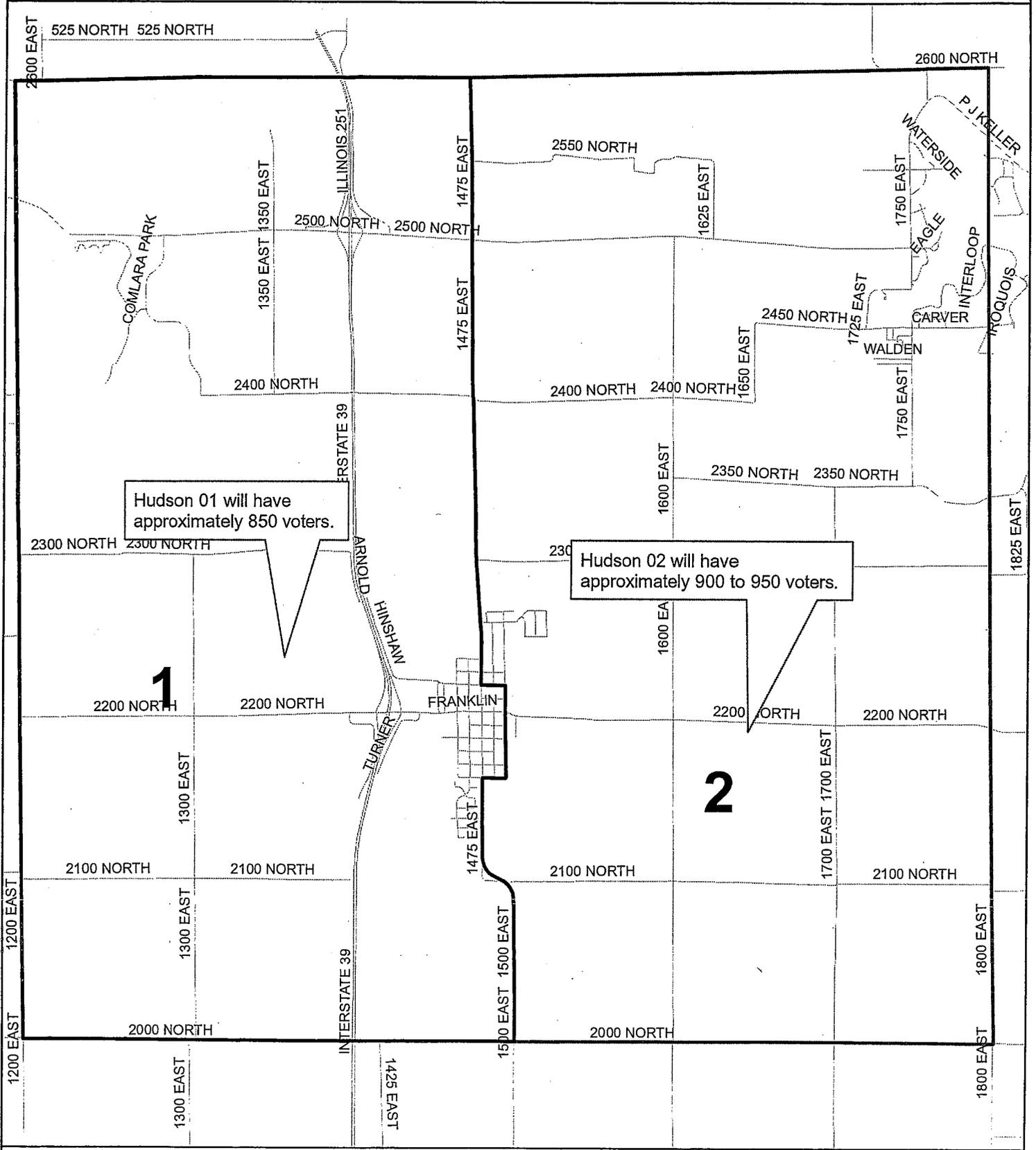
PRECINCT #1 -

SECS 25 THRU 36-25-1W & SECS 1 THRU 36-24-1W - BEG INT C/L'S 10 EAST RD & 2150 NORTH RD, E TO C/L 600 EAST RD, S TO C/L 1400 NORTH RD, W TO C/L 10 EAST RD, N TO POB (EX PT SECS 13, 14, 23 & 24-24-1W - BEG NW COR SW SEC 14, E TO NE COR SW SEC 13, S TO SE COR NW SEC 24, W TO SW COR NW SEC 23, N TO POB)

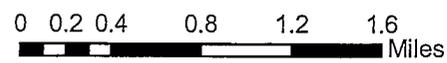
PRECINCT #2 -

PT SECS 13, 14, 23 & 24-24-1W - BEG NW COR SW SEC 14, E TO NE COR SW SEC 13, S TO SE COR NW SEC 24, W TO SW COR NW SEC 23, N TO POB

# Hudson 1 and 2



McLean County Government  
115 E Washington St.  
Bloomington IL, 61701



**County Precincts**

Prec_Name	Color
HUDSON 02	Light Gray
HUDSON 01	White

HUDSON TWP

PRECINCT #1 –

PT SEC 4, 9, 16, 21, 28 & ALL SECS 5 THRU 8, 17 THRU 20 & 29 THRU 33-25-2E - BEG INT C/L'S 2000 NORTH RD & 1500 EAST RD, N ALG C/L 1500 EAST RD TO C/L 1475 EAST RD, N ALG C/L 1475 EAST RD TO C/L SOUTH ST, E TO C/L EAST ST, N ALG C/L TO WALNUT ST, W TO C/L 1475 EAST RD, N TO C/L 2600 NORTH RD, W TO C/L 1200 EAST RD, S TO C/L 2000 NORTH RD, E TO POB

PRECINCT #2 –

PT SEC 4, 9, 16, 21, 28 & ALL SECS 1 THRU 3, 10 THRU 15, 22 THRU 27 & 34 THRU 36-25-2E - BEG INT C/L'S 2000 NORTH RD & 1500 EAST RD, N ALG C/L 1500 EAST RD TO C/L 1475 EAST RD, N ALG C/L 1475 EAST RD TO C/L SOUTH ST, E TO C/L EAST ST, N ALG C/L TO WALNUT ST, W TO C/L 1475 EAST RD, N TO C/L 2600 NORTH RD, E TO C/L 1800 EAST RD, S TO C/L 2000 NORTH RD, W TO POB



OLD TOWN TWP

PRECINCT #1 –

PT SEC 20 & ALL SECS 19, 29 THRU 32-23-3E – BEG INT C/L'S 800 NORTH RD & 2000 EAST RD, W TO C/L ABRAHAM RD EXT'D S, N TO NW COR SEC 19-23-3E, E TO NE COR SEC 19-23-3E, S TO C/L CHENEYS GROVE RD, SE TO C/L 1950 EAST RD, S TO C/L SETTLER DR EXT'D W, E TO C/L 2000 EAST RD, S TO POB

PRECINCT #2 –

PT SECS 6, 7 & 20 & ALL SECS 1 THRU 5, 8 THRU 18, 21 THRU 28 & 33 THRU 36-23-3E - BEG INT C/L'S 800 NORTH RD & 2000 EAST RD, N ALG 2000 EAST RD TO C/L SETTLER DR, W TO 1950 EAST RD, N TO C/L CHENEYS GROVE RD, NW ALG C/L CHENEYS GROVE RD TO E LN SEC 19-23-3E, N TO NE COR SEC 19-23-3E, W TO NW COR SEC 19-23-3E, N TO C/L IRELAND GROVE RD, E TO C/L STRIED RD, N TO C/L 1300 NORTH RD, E TO NW COR TOWANDA-BARNES BUSINESS PARK 4<sup>TH</sup> ADD, SW698.67', S1347.78', E TO C/L TOWANDA BARNES RD, N TO C/L 1300 NORTH RD, W1125.01', N300', W TO W LN SEC 6-23-3E, N TO INT W LN SEC 6-23-3E & N LN AIRPORT AUTHORITY AREA LYG IN GL 2 NW SEC 6-23-3W, SE ALG SD LN LYG 745'NE & PERP TO RUNWAY 11-29 TO S LN G.L. 1 NW SEC 6-23-3E, NE TO A PT 400'S S LN IL 9, E TO C/L TOWANDA BARNES RD, N TO N LN NE COR SEC 6-23-3E, E TO C/L 2400 EAST RD, S TO C/L 800 NORTH RD, W TO POB



RANDOLPH TWP

PRECINCT #1 –

SECS 19 THRU 21, 28 THRU 33 & PT 34-22-2E - BEG INT C/L'S 1200 EAST RD & 400 NORTH RD, E TO C/L I.C.G. RR, SE ALG SD C/L RR TO C/L CLEVELAND AVE, W TO C/L 1200 EAST RD, N TO POB

PRECINCT #2 –

SECS 22 THRU 27, PT SEC 34 & ALL SEC 35 & 36-22-2E – BEG INT C/L'S 400 NORTH RD & I.C.G. RR, E TO C/L 1800 EAST RD, S TO C/L 200 NORTH RD, W TO C/L I.C.G. RR, NW ALG C/L RR TO POB

PRECINCT # 3 –

SECS 1 THRU 18-22-2E

PRECINCT # 4 –

SECS 1 THRU 12-21-2E



**PeggyAnn Milton**  
**McLean County Clerk**

(309) 888-5190  
Fax (309) 888-5932  
115 E Washington Street, Room 102  
PO Box 2400  
Bloomington, IL 61702-2400  
Website: [www.mcleancountyil.gov/countyclerk](http://www.mcleancountyil.gov/countyclerk)

DATE: May 29, 2007  
TO: Honorable Members of the Finance Committee  
FROM: PeggyAnn Milton   
RE: NACo Prescription Drug Discount Card Program

At last month's Finance meeting the NACo Prescription Drug Discount Card Program was presented as an informational item. After discussing the program, your Committee directed us to resubmit this program in June as an Action Item.

I asked Brian Hug to review the contract and again contacted Peoria County for further information.

Brian Hug reviewed the contract and has several questions that we're looking into. We realize the contract would have to be mutually acceptable prior to final approval by the Finance Committee and County Board.

Shauna Musselman, Risk Management Coordinator from Peoria County, gave us sample letters, press releases, proclamations, etc. (attached). We will not have to reinvent the wheel which will cut down on time spent for implementing the program. Once the program is underway (about a month or two at the most), we should not expect more than a couple of calls a month. Shauna Musselman, tells me she receives about one call per month about the program. The beauty of the program is it saves citizens money and runs itself. I thought it was a reasonable idea that Peoria County set up an implementation Committee.

I am willing to assist in any way you desire, or not at all. I believe the Prescription Drug Discount Card Program to be a good program that will provide some financial relief for our citizens. NACo tells me other clerks have administered the program but I am neutral as to whether or not my department is involved in handling the paperwork. At a minimum, I'd like to provide cards to citizens who visit our office since we touch just about every citizen at one time or another.

Your consideration is appreciated.

Attachments

*"We look forward to serving you."*

CAREMARKPCS HEALTH, L.P.

MANAGED PHARMACY BENEFIT SERVICES AGREEMENT

CONSUMER CARD PROGRAM

THIS RESTATED AGREEMENT (the "Agreement") is effective beginning March 1, 2006 (the "Effective Date") among National Association of Counties ("Customer"), counties that are members of the National Association of Counties ("Member County") and CaremarkPCS Health, L.P., formerly known as AdvancePCS Health, L.P. ("Caremark"), for the purpose of delineating the terms and conditions under which Caremark will provide certain managed pharmacy benefit services to Member County and Customer. This restated agreement will amend and replace all existing Member County Agreements.

Customer agrees that it will require each Member County to execute an individual agreement with Caremark in the form attached hereto as Exhibit C (the "Member County Agreement") prior to Caremark's providing Services to such Member County. Caremark will not provide Services to Member County prior to the receipt of the Member County's execution of the Member County Agreement.

1. STATEMENT OF SERVICES / OBLIGATIONS.

1.1 **Services.** Caremark will provide Member County the services as set forth in this Section 1, and the services described in any attachment, addendum or amendment hereto (collectively the "Services"). Caremark may make changes to the Services from time to time so long as such changes do not materially alter any of the provisions of this Agreement.

1.2 **Participating Pharmacies.** Caremark has created a network of Participating Pharmacies, which will perform pharmacy services for Participants.

1.3 **Pharmacy Help Desk and Voice Response Unit.** Caremark will provide Participating Pharmacies with help desk assistance and access to Caremark's voice response unit during Caremark's hours of operation.

1.4 **Claims Processing.**

a. **Submission of Claims.** Caremark will adjudicate Claims submitted by Participating Pharmacies to Caremark in accordance with the Participating Pharmacy's agreement with Caremark and the Consumer Card Program.

b. **Collection at Point of Sale.** Customer and Member County acknowledge that Participating Pharmacies will collect from the Participant one hundred percent (100%) of the applicable prescription price, discounted at the rates set forth on Exhibit B as applicable, plus a transaction fee from the Participant.

1.5 **Customer Service.** Caremark will make available to Customer, Member County and Participants a toll free number during those hours of operation maintained by Caremark. Staff will be available to answer questions on the Consumer Card Program and Consumer Card Program guidelines.

1.6 **Identification Cards.** Caremark will, at its own cost, produce identification cards for Participants, which contain Member County's and Customer's logo(s). Identification cards will be available to any individual the Member County or Customer deem appropriate. Caremark will work with Member County on the distribution method for identification cards; provided, however if Member County requests that Caremark mail the identification cards to Members, postage and handling charges will apply. The Participant shall be responsible for paying for any prescriptions obtained while using the identification card.

1.7 **Clinical Services and Drug Utilization Review ("DUR").**

a. **Clinical Services.** Caremark may provide to Member County its member compliance programs and other programs designed to ensure proper drug utilization and encourage the use of cost-effective

medications. These programs may include mailings to Participants with active prescriptions for targeted drug products or drug classes or to let Participants know that they may qualify for participation in a clinical trial program. Such mailings may include Participant and drug specific information and/or general educational material. Participants, by notifying Caremark, may opt-out of such programs.

b. **DUR Services.** Caremark will provide its automated concurrent DUR Services for Claims. The information generated in connection with DUR Services is intended as an economical supplement to, and not as a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other health care providers in providing patient care. Providers are individually responsible for acting or not acting upon information generated and transmitted through the DUR Services, and for performing services in each jurisdiction consistent with the scope of their licenses. Notwithstanding anything set forth in this Agreement, Caremark will have no obligation to acquire information concerning any Participant beyond the information that is included in Caremark's eligibility records or the Claims submitted by Participating Pharmacies in connection with the Consumer Card Program.

1.8 **Formulary Services.** Caremark will administer an open formulary for the Member County and will provide certain Services that are designed to provide useful clinical information to physicians (the "Formulary Services"). Caremark may make changes to the Formulary Services described in this Agreement from time to time, and will notify Member County and Customer of any material changes to any formulary management programs. In all cases, the prescribing physician shall have final authority over the drug that is prescribed to the Participant.

a. **Rebate Contracts.** Caremark contracts with certain Manufacturers for Rebate programs.

b. [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

c. **Participant Authorizations and Disclosures.** Customer and Member County shall comply with all Laws applicable to it as a sponsor of the Services or as otherwise consistent with its obligations under this Agreement.

d. **Additional Participant Discounts.** Caremark may provide a program that will provide Participants with additional manufacturer discounts on certain drugs at the point of sale. From time to time, Caremark may revise the list of drugs that have additional participant discounts. The current list of drugs on which Participants may receive additional discounts is available upon request. Caremark will timely notify Member County and Customer of any revisions to this list of drugs.

1.9 **Management Reports.** Caremark will provide Member County and Customer with Caremark's standard management reports in connection with the Services, which reports may change from time to time at Caremark's discretion. Member County and Customer may elect to receive a reasonable number of the standard management reports made available by Caremark.

1.10 **Mail Service Program.** Caremark may provide to Member County mail order pharmacy services through its mail order pharmacy facilities. For the duration of this Agreement, Member County agrees that it will offer only Caremark mail order pharmacy services for its Participants covered under this Agreement, as further described below.

Caremark shall fill prescriptions for Participants and shall mail such drugs or medications to such Participants subject to the following terms and conditions:

a. **Distribution of Information.** Caremark shall provide Participants with its standard informational material explaining the mail service and the forms necessary for Participants to utilize mail service. Participants will have toll-free telephone access to a pharmacist and customer service representative. Access to a pharmacist will be available 24 hours per day, seven days per week.

b. **Delivery and Dispensing.** Caremark shall dispense through its mail service pharmacy new

or refill prescription orders upon receipt from a Participant of (i) a valid prescription order or a completed refill order form and (ii) the applicable payment. Caremark shall cause the filled prescriptions to be mailed to each Participant via common carrier at the address appearing on the face of the prescription so long as such addresses are in the United States. Caremark shall not be liable to Member County, Customer or Participant for any delay in delivery resulting from circumstances beyond Caremark's control as set forth in Section 6.2.

Caremark's mail order pharmacies may dispense drugs even if the prescription is not accompanied by the correct amount however, Member County and Customer acknowledge and agree that Caremark may refuse to fill any prescription that is either not accompanied by the correct amount and/or for any Participant who has an unpaid balance with Caremark.

**1.11 Preferred Drug Program.** Caremark and the retail Participating Pharmacies will work together to encourage the use of Preferred Drugs by (i) identifying appropriate opportunities for converting a prescription from a non-Preferred Drug to a Preferred Drug, and (ii) contacting the Participant and the prescriber to request that the prescription be changed to the Preferred Drug. A Preferred Drug is one on the Performance Drug List, which has been developed by Caremark as a clinically appropriate and economically advantageous subset of the Caremark Formulary, as revised by Caremark from time to time.

**1.12 Specialty Pharmacy.** Caremark's specialty pharmacy service will be provided by a Caremark specialty pharmacy entity or its affiliate ("Caremark SpecialtyRx"), and offers a distribution channel for certain pharmaceutical products that are generally biotechnological in nature, are given by injection, or otherwise require special handling ("Specialty Medications").

Caremark SpecialtyRx shall provide prescription fulfillment and distribution of Specialty Medications and supplies, pharmaceutical care management services, as well as the types of Service that Member County receives under this Agreement, including but not limited to customer services, utilization and clinical management, integrated reporting and Claims processing ("SpecialtyRx Services").

Caremark SpecialtyRx may receive prescriptions from Participants through an affiliated Caremark mail facility or directly via the U.S. Mail or commercial carrier at the address specified by Caremark from time to time and may also receive prescriptions from physicians by fax or by U.S. Mail/commercial carrier. In accordance with the Consumer Card Program, Caremark SpecialtyRx shall dispense Covered Items in accordance with those prescriptions and mail the Covered Items to Participants at the designated address, so long as such address is located within the United States. Caremark SpecialtyRx may not dispense drugs to Participants who fail to submit the correct payment with their prescription.

Caremark SpecialtyRx pharmaceutical care management services include but may not be limited to: (1) patient profiling focusing on the appropriateness of Specialty Medication therapy and care and the prevention of drug-drug interactions; (2) patient education materials; and (3) disease management and compliance programs with respect to Specialty Medications. As part of these services, Participants will be asked to participate in various surveys.

Caremark will provide Member County and Customer with a list of the Specialty Medications and their corresponding rates (which may vary from Network Rates) upon request. Routine supplies (needles, syringes, alcohol swabs) in a sufficient quantity will be included at no additional expense.

## 2. FEES AND PAYMENT.

2.1 [REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

2.2 Remedies. In the event Member County or Customer incurs any fee, as identified in Exhibit B, it will pay Caremark such fees as reasonable compensation. In the event any such fees apply and Member County or Customer fails to pay Caremark by the due date any amount owing, Caremark, after making a reasonable effort to collect and upon notice to such Member County or Customer may, in addition to its remedies under this Agreement, at Law or in equity, do any or all of the following: (i) suspend performance of any or all of Caremark's obligations under

or in connection with this Agreement with respect to such Member County or Customer, including Caremark's obligation to process Claims or (ii) set off against any amounts payable to such Member County or Customer by any amounts due Caremark from such Member County or Customer.

**2.3 Pricing Changes.** After the Initial Term of this Agreement, as set forth in Section 7.1, Caremark may change the fees applicable to the Consumer Card Program. Caremark will give Customer sixty days' written notice of any change, and such change will take effect on the first day of the month following the sixty-day notice period. Customer may object to an increase in fees by providing written notice to Caremark at least thirty days before the expiration of the sixty-day notice period. If the parties cannot agree on an appropriate fee, this Agreement will terminate at the end of the sixty-day notice period. If Customer does not timely object, Customer will have no right to terminate this Agreement based on the pricing change.

### 3. CUSTOMER AND MEMBER COUNTY OBLIGATIONS.

**3.1 Marketing Materials.** The parties agree to use only those marketing brochures and other advertising materials pertaining to Customer's Consumer Card Program (in any medium, including, but not limited to, written communications, verbal communications and web based marketing) that have been approved by the other. Member County and Customer further agree that they will communicate such requirements to its clients or groups and will ensure that such clients or groups comply with the requirements of this Section 3.1. Caremark may terminate this Agreement immediately in the event Member County or Customer fails to comply with the provisions of this Section 3.1.

Caremark will provide its standard marketing brochures, advertising materials and mail order forms, as applicable, to Member County at no cost. Caremark will work with and support each Member County in marketing the Consumer Card Program at no cost. If the cost associated with providing such materials is determined by Caremark to be unreasonable or excessive, Customer or Member County shall pay for the costs of the materials at a rate to be mutually agreed to by the parties in writing. If Member County or Customer elects to use customized brochures or advertising materials (in any medium, including but not limited to written communications, verbal communications and web based marketing), Member County and Customer will (i) obtain Caremark's approval on such forms, and (ii) pay a reasonable charge, as established by Caremark, for such materials if created or provided by Caremark.

**3.2 Support of Consumer Card Program.** Customer will recommend and support the Consumer Card Program in accordance with the terms of this Agreement.

### 4. USE OF AND ACCESS TO INFORMATION.

**4.1 Use of Participant Information.** Caremark, Customer and Member County may use, disclose, reproduce or adapt information obtained in connection with this Agreement, including Claims ("Claims Information") as well as Eligibility Information, in any manner they deem appropriate, except that each party and its agents, employees and contractors shall maintain the confidentiality of this information to the extent required by applicable Law, and may not use the information in any way prohibited by Law. Any work, compilation, processes or inventions developed by Caremark, Customer, Member County or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement.

**4.2 Right to Audit Rebates.** Customer, at its sole expense, may audit a reasonable sample of records directly related to Customer's Rebates once in each twelve-month period (following sixty (60) days written notice to Caremark). Such records shall be limited to information necessary for validating the accuracy of the Rebate amounts distributed to Member County by Caremark. The parties agree that an independent third-party auditor agreeable to Customer and Caremark shall conduct such audit, and that such firm will sign a Caremark confidentiality agreement ensuring that all details and terms of all Manufacturer Rebate contracts with Caremark (except the total aggregate amount due to Customer) will be treated as confidential to Caremark and will not be revealed in any manner or form by or to any person or entity. Furthermore, such audit shall be conducted at Caremark's office where such records are located, during normal business hours, without undue interference with business activities, and in accordance with reasonable audit procedures.

5. CONFIDENTIALITY AND INTELLECTUAL PROPERTY.

5.1 **Confidential and Proprietary Information.** In connection with this Agreement, each party may disclose to the other party certain proprietary or confidential technical and business information, databases, trade secrets, and innovations belonging to the disclosing party ("**Confidential Information**"), the value of which might be lost if the proprietary nature or confidentiality of such Confidential Information is not maintained. For the purposes of this Section, the contents of this Agreement and of any exhibits, amendments, or addenda attached hereto are deemed Confidential Information. Furthermore, any work, compilation, processes or inventions developed by Caremark, Member County or Customer, or their respective agents, employees or contractors, is deemed Confidential Information of such party under this Agreement. Notwithstanding the foregoing, Confidential Information may be disclosed by Member County in response to a request made pursuant to the Member County's applicable state Public Records Law, insofar as disclosure is required by that Law. Member County shall provide Caremark with (i) notice of its intent to disclose Confidential Information and (ii) an opportunity for Caremark to object to such disclosure in accordance with Law. Attached hereto as Exhibit D is a copy of this Agreement which redacts certain pricing information. Notwithstanding the foregoing, the parties agree that as a matter of convenience, Exhibit D may be disclosed by Member County as required by Member County's applicable Public Records Law without providing Caremark an opportunity to object. Member County agrees to provide Caremark with notice of its disclosure of Exhibit D.

5.2 **Non-Disclosure of Confidential Information.** The parties will not (except to the extent expressly authorized by this Agreement) disclose Confidential Information of any other to anyone outside of Caremark, Member County or Customer, nor will they copy or reproduce any Confidential Information of another unless expressly authorized to do so by such party in writing. Each party will disclose Confidential Information of another only to its employees who have a need to know the Confidential Information in order to accomplish the purpose of this Agreement and who (i) have been informed of the confidential and proprietary nature of the Confidential Information, and (ii) have agreed not to disclose it to others. In order to preserve and protect the confidential or proprietary nature of any Confidential Information and to prevent it from falling into the public domain or into the possession of persons not bound to maintain its confidentiality, each party will handle the Confidential Information of any other party with the same degree of care that it applies with respect to its own information that it considers as confidential and proprietary, but in no event with less than reasonable care.

5.3 **Exceptions and Permitted Disclosures.** The receiving party of Confidential Information will not be liable for any disclosure or use of Confidential Information which is publicly available or later becomes publicly available other than through a breach of this Agreement, or if the Confidential Information is shown by written documentation to be known to the receiving party on the date of execution of this Agreement, having been received from a source (other than a party to this Agreement) that had the right to disclose the Confidential Information.

5.4 **Subpoena.** Confidential Information may be disclosed pursuant to a bona fide subpoena if the party receiving the bona fide subpoena has given the other party prompt written notice of receipt of the subpoena so that the other party can object or otherwise intervene as it deems proper.

5.5 **Return or Destruction of Information.** All Confidential Information will remain the property of the disclosing party, and the receiving party will return all written or tangible materials, and all copies thereof, upon request of the disclosing party. If and to the extent feasible, upon termination of this Agreement, Caremark will destroy or will return to Member County or Customer all PHI obtained pursuant to this Agreement and shall retain no copies thereof; provided however, that if such return or destruction is not reasonably feasible, the provisions of Section 4 of this Agreement shall continue to apply to such information after the termination hereof.

5.6 **Proprietary to Caremark.** Member County and Customer acknowledge that the Formulary is proprietary to Caremark. Further, all Caremark databases, as well as the software, hard coding, and logic used to generate the compilations of information contained in Caremark's Claims adjudication system and in all other databases developed by Caremark or its designees in connection with performing Services including identifiers assigned by Caremark, and the format of all reports, printouts, and copies there from, and any prior and future versions thereof by any name, are the property of Caremark and are protected by copyright which shall be owned by Caremark.

5.7 **Tradenames; Trademarks; and Service Marks.** None of the parties hereto may use any

tradenames, trademarks or service marks of another, or any word or symbol likely to be confused with such tradenames, trademarks or service marks, unless authorized in writing or as expressly permitted by this Agreement.

5.8 Remedies. Any unauthorized disclosure or use of Confidential Information would cause Caremark, Member County or Customer immediate and irreparable injury or loss that cannot be adequately compensated with money damages. Accordingly, if any party hereto fails to comply with this Section 5, the other(s) will be entitled to specific performance including immediate issuance of a temporary restraining order or preliminary injunction enforcing this Agreement, and to judgment for damages (including reasonable attorneys' fees) caused by the breach, and to any other remedies provided by Law.

## 6. LIMITATION OF LIABILITY; COMPLIANCE WITH LAW.

6.1 Warranty. This Agreement is not a contract for the sale of goods. Caremark will perform the Services in a good and workmanlike manner in accordance with the customs, practices, and standards of providers skilled in the industry. EXCEPT AS WARRANTED IN THIS SECTION 6.1, CAREMARK DISCLAIMS ALL EXPRESS AND ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING THE SUITABILITY FOR ANY PARTICULAR PURPOSE OF THE DATA GENERATED THROUGH THE CAREMARK SYSTEM. CAREMARK RELIES ON FIRST DATABANK, MEDI-SPAN, OR INDUSTRY COMPARABLE DATABASES IN PROVIDING CUSTOMER, MEMBER COUNTY AND PARTICIPANTS WITH DRUG UTILIZATION REVIEW SERVICES. CAREMARK HAS UTILIZED DUE DILIGENCE IN COLLECTING AND REPORTING THE INFORMATION CONTAINED IN THE DATABASES AND HAS OBTAINED SUCH INFORMATION FROM SOURCES BELIEVED TO BE RELIABLE. CAREMARK, HOWEVER, DOES NOT WARRANT THE ACCURACY OF REPORTS, ALERTS, CODES, PRICES, OR OTHER DATA CONTAINED IN THE DATABASES. THE CLINICAL INFORMATION CONTAINED IN THE DATABASES AND THE FORMULARY IS INTENDED AS A SUPPLEMENT TO, AND NOT A SUBSTITUTE FOR, THE KNOWLEDGE, EXPERTISE, SKILL, AND JUDGMENT OF PHYSICIANS, PHARMACISTS, OR OTHER HEALTH-CARE PROFESSIONALS INVOLVED IN PARTICIPANT'S CARE. THE ABSENCE OF A WARNING FOR A GIVEN DRUG OR DRUG COMBINATION SHALL NOT BE CONSTRUED TO INDICATE THAT THE DRUG OR DRUG COMBINATION IS SAFE, APPROPRIATE OR EFFECTIVE FOR ANY PARTICIPANT. CAREMARK DOES NOT WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6.2 Force Majeure. Except for the payment obligations set forth in Section 2 of this Agreement, the parties are excused from performance under this Agreement to the extent that a party is prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including, acts of God, war, civil disturbance, court order, governmental intervention, Change in Law, nonperformance by the other party or any third party, failures or fluctuations in electrical power, heat, light, air conditioning, or telecommunications equipment. Any nonperformance under this Section 6.2 will not constitute a default or a ground for termination of this Agreement.

6.3 Indemnity. To the extent permitted by applicable Law applicable to Customer and each Member County, Customer and Member County shall indemnify and hold harmless Caremark and its officers, directors, employees, agents, successors, and assigns ("Caremark Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by Caremark a Caremark Indemnitee, as the result of a claim brought by any third party or a participant or beneficiary relating to the Services, provided that the Caremark Indemnitee has acted in a manner that is consistent with this Agreement and applicable standards of care. The foregoing indemnification shall not apply and shall not be enforceable to the extent any applicable Law prohibits a Member County from providing such indemnification. Caremark shall indemnify and hold harmless Member County, Customer and their officers, directors, employees, agents, successors, and assigns (collectively "Customer Indemnitees") for, from and against any damages, costs, or attorney's fees, actually incurred by any Customer Indemnitee, as the result of a third party claim that Caremark, its officers, directors, employees, agents, successors, or assigns acted with negligence, willfully, and/or in violation of applicable standards of care, provided that the Customer Indemnitee has acted in a manner that is consistent with this Agreement, the Consumer Card Program and applicable standards of care. However, nothing in this Agreement is to be construed as a waiver of governmental immunity as offered by the court or state law.

6.4 Compliance with Law. Customer and Member County will comply with all Laws applicable to its prescription drug benefit plan, including without limitation insurance licensing, antitrust, consumer protection, and any

other Laws that may apply. Caremark has no responsibility to advise Member County or Customer about the applicability of or compliance with any applicable Law including, without limitation, HIPAA, the Employee Retirement Income Security Act, or the Americans with Disabilities Act.

Caremark will comply with all Laws applicable to it and to the Services it provides under this Agreement. Member County and Customer have no responsibility to advise Caremark regarding its compliance with any applicable Law.

Effective as of September 8, 2005, each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

**6.5 Change in Law.** The parties will attempt to equitably adjust the terms of this Agreement to take into account any Change in Law or any material change in drug industry practice that materially alters the rights or obligations of either party under this Agreement. If the parties are unable to agree upon an equitable adjustment within sixty days after either party notifies the other of such a Change in Law or material change in drug industry practice, this Agreement will automatically terminate.

**6.6 Limitations.** In no event shall either party be liable to the other party, nor shall Caremark be liable to any Participant for any indirect, special, or consequential damages or lost profits, arising out of or related to performance of this Agreement or a breach of this Agreement, even if advised of the possibility of such damages or lost profits.

Caremark (and its affiliates, directors, employees, agents, successors or assigns) will not be liable for any claim which is asserted by Member County or Customer more than ninety days after Member County or Customer is or reasonably should have been aware of such claim, and will in no event be liable for any claim which is asserted more than twelve months after the event resulting in damages or loss.

Caremark does not direct or exercise any control over the professional judgment exercised by any pharmacist in dispensing prescriptions or otherwise providing pharmaceutical related services at a Participating Pharmacy. Participating Pharmacies are independent contractors, not subcontractors or agents of Caremark, and Caremark shall have no liability to Member County or Customer for a claim arising out of any act or omission of any Participating Pharmacy or its agents or employees.

## 7. TERM AND TERMINATION OF AGREEMENT.

**7.1 Term.** This Agreement is for an initial term of two years and four months from the Effective Date, through July 31, 2008 (the "Initial Term"), and will automatically continue in effect for successive one year terms thereafter, subject to the remaining provisions of this Section.

**7.2 Termination.** This Agreement may be terminated as follows:

- a. By any party, with or without cause, at the end of the Initial Term or any renewal term, by giving written notice to the others at least 60 days prior to the end of such Initial Term or renewal term;
- b. Automatically, if the parties are unable to agree on an equitable adjustment under Section 6.5 of this Agreement;
- c. By any party if another materially defaults in its performance of this Agreement and such default continues without cure for a period of sixty days after the terminating party provides written notice to the defaulting party specifying the nature of the default;

d. By any party, at its option, if any court, or governmental or regulatory agency issues to another party an order or finding of impairment or insolvency, or an order to cease and desist from writing business. The party receiving notice of an order or finding must provide the others written notice within two business days of receipt;

e. By any party if another party: (i) makes an assignment for the benefit of creditors; (ii) has a petition filed (whether voluntary or involuntary) under Title 11 of the United States Code, or any other similar statute now or hereafter in effect; (iii) has a receiver, custodian, conservator, or trustee appointed with respect to all or a substantial part of its property; or (iv) has a proceeding commenced against it which substantially impairs performance hereunder; or

f. By Caremark, immediately on written notice to Member County or Customer, if (i) either fails to comply with the provisions of Section 3.1 of this Agreement, or (ii) Caremark determines, in its sole discretion that Member County or Customer's program may not fully comply with all applicable Laws.

### 7.3 Effect of Termination and Survival.

Sections 4, 5 and 6 of this Agreement, and obligations arising under this Agreement prior to the effective date of any termination, will survive termination.

## 8. NOTICES.

All notices under this Agreement must be in writing, delivered in person, sent by certified mail, delivered by air courier, or transmitted by facsimile and confirmed in writing (by air courier or certified mail) to a party at the facsimile number and address shown in this Agreement. A party may notify the other party of any changes in the listed address or facsimile number in accordance with the provisions of this Section. All notices are effective upon receipt.

Notices to Caremark must be addressed as follows:

Vice President, Client Contract Services  
Caremark Inc.  
2211 Sanders Road, NBT9  
Northbrook, IL 60062  
Fax No.: 847-559-4302

With a copy to:

Managing Counsel, Client and Account Services  
Caremark Inc.  
2211 Sanders Road, NBT9  
Northbrook, IL 60062  
Fax No.: 847-559-4879

Notices to Customer must be addressed as follows:

National Association of Counties  
440 First Street, NW  
Washington, DC 20001  
Attn: Mr. Andrew Goldschmidt, Director, Membership Marketing  
Fax No.: (202) 393-2630

## 9. MISCELLANEOUS.

9.1 Entire Agreement; Interpretation; Amendment; Counterparts. This Agreement (including

exhibits, schedules, attachments, or any addendum to this Agreement) constitutes the entire understanding and obligation of the parties with respect to the Services and supersedes any prior agreements, writings, or understandings, whether oral or written. The headings in this Agreement are used only for convenience of reference and do not affect the meaning or interpretation of any provision. The parties may amend this Agreement only through a properly executed writing authorized by both parties. This Agreement may be executed in several counterparts, all of which taken together constitute a single agreement between the parties.

**9.2 Binding Effect; Assignment.** This Agreement is binding on the parties and their respective successors and permitted assigns. None of the parties may assign this Agreement, in whole or in part, without the prior written consent of the others (which consent will not be unreasonably withheld); except that Caremark may assign this Agreement, in whole or in part, to any entity that controls, is controlled by, or is under common control with Caremark.

**9.3 Independent Contractor; Third Parties.** The parties to this Agreement are independent contractors, and have no other legal relationship under or in connection with this Agreement. No term or provision of this Agreement is for the benefit of any person who is not a party hereto (including, without limitation, any Participant or broker), and no such party will have any right or cause of action hereunder.

**9.4 Waivers.** Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

**9.5 Severability.** In the event any term or provision of this Agreement is declared to be invalid or illegal for any reason, this Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

**9.6 Enforcement Costs.** If any party hereto institutes an action or proceeding to enforce any rights arising under this Agreement, the party prevailing in such action or proceeding will be paid all reasonable attorneys' fees and costs to enforce such rights by the other party, such fees and costs to be set by the court, not by a jury, and to be included in the judgment entered in such proceeding.

**9.7 Authority.** Each party represents and warrants that it has the necessary power and authority to enter into this Agreement and to consummate the transactions contemplated by this Agreement.

**9.8 Exclusivity.** Member County and Customer hereby grant Caremark during the term of this Agreement, and any renewals hereof, the exclusive right to provide a Consumer Card Program to Member County and Customer. This exclusive right is solely applicable to Participants designated by Member County as eligible for the Member County's discount consumer card program and shall not affect any other benefits or programs provided to Participants by Member County. Member County and Customer further agree that, during the term of this Agreement and any renewals hereof, it will not negotiate, contract, or agree with any drug manufacturer for the purpose of obtaining Rebates or other discounts related to Participants under this Agreement. Member County and Customer also agree to cancel any existing agreements or contracts with any drug manufacturers related to such drug Rebates or discounts as of the Effective Date of this Agreement. In the event of a breach of this Section by Member County or Customer, Caremark may terminate this Agreement. By entering into this Agreement, Customer does not endorse, and Caremark will not represent Customer's endorsement of any other programs or services which Caremark may offer to a Member County or Participant.

**9.9 Drug Classification and Pricing.** Caremark shall use the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Master Drug Pricing Source (with supplements), or any other nationally recognized pricing source as the source for purposes of pricing and classifying drugs (e.g., legend vs. over the counter, brand vs. generic) in connection with this Agreement.

**10. DEFINITIONS.** The following terms and phrases, when capitalized, have the meanings set forth below.

a. "AWP" means the average wholesale price of the drug dispensed as set forth in the latest edition of the First DataBank Blue Book (with supplements), the Medi-Span Prescription Pricing Guide (with supplements) or any other similar nationally recognized reference selected by Caremark.

b. "Change in Law" means any (i) change in or adoption of any Law, (ii) change in the judicial or administrative interpretation of any Law, or (iii) change in the enforcement of any Law, occurring after the date Customer is implemented or the Effective Date, whichever is earlier.

c. "Claim(s)" mean those claims processed through the Caremark on-line claims adjudication system or otherwise transmitted or processed in accordance with the terms of this Agreement in connection with the Consumer Card Program.

d. "Covered Items" mean the prescription drug benefits for which Participants are eligible pursuant to Member County's drug benefit plan.

e. "Law" means any federal, state, local or other constitution, charter, act, statute, law, ordinance, code, rule, regulation, order, specified standards or objective criteria contained in any applicable permit or approval, or other legislative or administrative action of the United States of America, or any state or any agency, department, authority, political subdivision or other instrumentality thereof or a decree or judgment or order of a court.

f. "Manufacturer" means a pharmaceutical company that has contracted with Caremark (or its affiliate or agent) to offer discounts for pharmaceutical products in connection with Caremark's Formulary Services.

g. "Maximum Allowable Cost (MAC)" means the then current maximum allowable cost for a prescription drug listed as a drug available from more than one Manufacturer in Caremark's pharmaceutical MAC pricing formula, including but not limited to formulas utilizing the Medi-Span Master Drug Pricing Source or First Data Bank.

h. "Participant" means an individual designated by Member County as eligible for Covered Items under the terms of the Consumer Card Program.

i. "Participating Pharmacy" means a pharmacy that has agreed to provide certain pharmacy services to Participants in accordance with the terms of its agreement with Caremark. A list of Participating Pharmacies can be accessed via Caremark's Internet website, which is subject to change from time to time.

j. "Rebate(s)" means, for any period, all rebates, reimbursements, or other discounts received under a pharmaceutical manufacturer's discount program with respect to pharmaceutical products dispensed to a Participant under the Consumer Card Program for such period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or agents as of the date first above written.

NATIONAL ASSOCIATION OF COUNTIES

CAREMARKPCS HEALTH, L.P.  
By: CaremarkPCS Health Systems, LLC,  
its General Partner

By: - Signature on File -  
Larry E. Naake

- Signature on File -

Title: Executive Director

Title: \_\_\_\_\_

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

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

Caremark will provide the following services if selected by Customer or Member County for an additional fee as set forth in Exhibit B. The Services are subject to change as provided for in the Agreement. Capitalized terms not defined herein will have the meanings used in the Agreement.

1. **Customer-Specific Programming.** If Customer or Member County requests services or changes to Services that require customized programming or systems work, Caremark will attempt to estimate the time and cost for completion of such work. If Customer or Member County authorizes Caremark to perform such work, it will pay Caremark the cost of performing such work at the programming rate set forth in Exhibit B.

*EXHIBIT D*  
*REDACTED CONTRACT*

*EXHIBIT B*  
*FEEES*

[REDACTED DUE TO PROPRIETARY AND CONFIDENTIAL INFORMATION OF CAREMARK.]

CAREMARKPCS HEALTH, L.P.  
NATIONAL ASSOCIATION OF COUNTIES  
MANAGED PHARMACY BENEFIT SERVICES AGREEMENT  
FOR MEMBER COUNTY

This Managed Pharmacy Benefit Services Agreement for Member County effective \_\_\_\_\_  
is entered into by and between CaremarkPCS Health, L.P. ("Caremark") and \_\_\_\_\_  
("Member County").

Reference is hereby made to the Managed Pharmacy Benefit Services Agreement Consumer Card Program dated as of March 1, 2006  
(the "Agreement") among National Association of Counties ("Customer"), Member County, and Caremark under which  
Customer has engaged Caremark to provide services to prescription drug plans for Customer and its Member Counties.

MEMBER COUNTY does hereby agree to be bound by, and to assume and perform, each and all of the terms, covenants and  
conditions of the Agreement as Member County (as defined in the Agreement) in the same manner and to the same extent as if it  
were a party thereto. Member County acknowledges and agrees that Customer and Caremark may amend all or any portion of the  
Agreement, except with respect to the Initial Term, and Member County hereby agrees to be bound by any such amendment.  
Customer shall give Member County reasonable notice prior to the effective date of any such amendment. If such amendment is  
adverse to Member County or its Participants, Member County may, within ninety (90) days of receiving such notice from Customer,  
terminate its participation in the Agreement by giving prior written notice to Customer and Caremark.

Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback  
Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations  
under this Agreement. Further, Caremark shall ensure that individuals meeting the definition of "Covered Persons" (as such term is  
defined in the Corporate Integrity Agreement between the Office of Inspector General of the Department of Health and Human  
Services and AdvancePCS) shall comply with Caremark's Compliance Program, including training related to the Anti-Kickback  
Statute and the Stark Law. In addition, Caremark's Code of Conduct and policies and procedures on the Anti-Kickback Statute and  
Stark Law may be accessed at <http://www.caremark.com/wps/portal/s.155/3370?cms=CMS-2-007764>.

Customer and Caremark, by their signatures hereto, accept and agree to Member County's participation with the Agreement under  
the terms and conditions of the Agreement. By signing this Managed Pharmacy Benefit Services Agreement for Member County,  
Member County acknowledges and agrees that the terms of the Agreement have been completely read, fully understood and  
voluntarily accepted and further agrees to be bound thereby.

NATIONAL ASSOCIATION OF COUNTIES

By: Signature on File  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

CAREMARKPCS HEALTH, L.P.  
By: CaremarkPCS Health Systems, LLC, its  
General Partner

MEMBER COUNTY:

\_\_\_\_\_  
[County Name]  
By: Signature on File  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

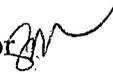
By: Signature on File  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Patrick Urjich  
County Administrator

## County of Peoria County Administration

Peoria County Courthouse, Room 502  
324 Main Street, Peoria IL 61602  
Phone: (309) 672-6056 Fax: (309) 672-6054  
[www.peoriacounty.org](http://www.peoriacounty.org)

To: Peggy Ann Milton, McLean County Clerk  
From: Shauna Musselman, Risk Management Coordinator   
Date: May 7, 2007  
Re: NACo Discount Prescription Drug Card Program.

---

It was a pleasure to speak with you this afternoon and I'm excited about your interest in the NACo Program!

Peoria County began researching the program in Fall 2005 and it was adopted by the Board in early 2006, with an anticipated start date of June 1, 2006. According to NACo, it takes approximately 8-10 weeks to successfully implement the program. Our implementation committee consists of the Director of Human Resources (Kate Van Beek), the Director of Communications (Jenny Zinkel), the Director of the Peoria City/County Health Department (Andrea Parker), and myself. I began by calling other counties who currently participate in the program to determine the best approach. Pat Donaldson of the Lake County, IL Health Department was extremely helpful. We found that approximately 2 to 3 months was adequate for our implementation schedule.

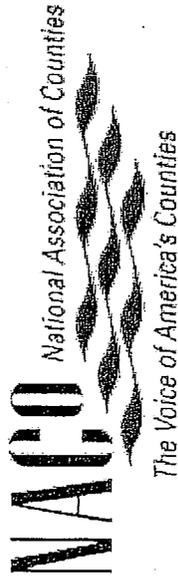
The committee determined that the most logical distribution points for the cards would be social service agencies, townships, municipalities, and public libraries, which also mirrored the distribution sites of other counties. We also determined that the success of the program was contingent upon the cooperation of local governments and community service agencies. Therefore, Kate and I met with Michael Stephan and Don Johnson of the United Way to explain the program and its impact on the social service community. We also explained the program in further detail to the Agency Directors in May. In early April we sent letters to the local hospital directors and others in the medical community explaining the program. I also sent letters to the libraries, municipalities and townships explaining the program and requesting permission to place the brochures and cards in these facilities. I enclosed a pre-stamped return postcard so we had a record of who agreed to participate. I've attached a sample of these letters. In the meantime, we continued to work with Andrew Goldschmidt from NACo, at [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org) or 202-942-4221 to execute the contracts with NACo and Caremark, as well as design the marketing materials and drug card. The marketing kit is pre-arranged by NACo and was emailed to us once the contract was executed. I believe you can view the materials on the NACo website by contacting Andrew for a password.

I hope this answers your questions. If you need additional information, please feel free to contact me at [smusselman@peoriacounty.org](mailto:smusselman@peoriacounty.org) or 672-6941. I would also recommend that you contact Andrew at NACo as he has been extremely helpful in our implementation. We are very excited to offer this program to our constituents and would be happy to discuss this further at any time.

## **NACo Discount Prescription Drug Card Program**

### **Summary**

- Caremark was chosen as the program provider after a two-year process that involved the NACo Membership Committee, a consulting firm and a special evaluation committee appointed by the NACo President.
- The Caremark program was chosen not only for its price savings, but also for its ease of use and understanding.
- The program provides great flexibility for participating counties. The discount cards can be used by anyone who is either uninsured or whose prescription plan does not cover specific prescriptions.
- There is not cost to NACo, the County, or the citizens using the cards.
- The discount cards are accepted at over 57,000 pharmacies nation-wide. The overall average savings is about 20 percent. The savings range from 13-35% on purchases of drugs at a local pharmacy and up to 50% on mail order purchases. Savings differ based on brand-named prescriptions vs. generic.
- Only NACo member counties are eligible to participate and participation within Peoria County is open to all citizens, not just County employees.



## NACO Prescription Drug Discount Card Program

### PEORIA COUNTY, IL

MONTH	TOTAL	PLAN PRICED	% OF PLAN PRICED	RETAIL PRICED	% OF RETAIL PRICED	MEMBER COST	AVG MEMBER COST	RETAIL SUBMITTED PRICE	AVG RETAIL SUBMITTED PRICE	PRICE SAVINGS	AVG PRICE SAVINGS	% OF PRICE SAVINGS	TOTAL UTILIZERS
<b>2007</b>													
MARCH	909	790	86.91%	119	13.09%	\$ 31,861.70	\$ 35.05	\$ 42,837.83	\$ 47.13	\$ 10,976.13	\$ 12.08	25.62%	399
FEBRUARY	753	661	87.78%	92	12.22%	\$ 25,814.04	\$ 34.28	\$ 34,840.43	\$ 46.27	\$ 9,026.39	\$ 11.99	25.91%	361
JANUARY	844	727	86.14%	117	13.86%	\$ 29,277.97	\$ 34.69	\$ 39,454.84	\$ 46.75	\$ 10,176.87	\$ 12.06	25.79%	395
<b>2006</b>													
DECEMBER	801	696	86.89%	105	13.11%	\$ 31,255.91	\$ 39.02	\$ 41,051.54	\$ 51.25	\$ 9,795.63	\$ 12.23	23.86%	369
NOVEMBER	876	755	86.19%	121	13.81%	\$ 33,047.90	\$ 37.73	\$ 43,371.96	\$ 49.51	\$ 10,324.06	\$ 11.79	23.80%	385
OCTOBER	829	743	89.63%	86	10.37%	\$ 30,621.74	\$ 36.94	\$ 40,197.13	\$ 48.49	\$ 9,575.39	\$ 11.55	23.82%	420
SEPTEMBER	798	734	91.98%	64	8.02%	\$ 28,583.20	\$ 35.82	\$ 38,083.96	\$ 47.72	\$ 9,500.76	\$ 11.91	24.95%	395
AUGUST	644	587	91.15%	57	8.85%	\$ 26,735.12	\$ 41.51	\$ 34,623.95	\$ 53.76	\$ 7,888.83	\$ 12.25	22.78%	333
JULY	488	433	88.73%	55	11.27%	\$ 22,929.10	\$ 46.99	\$ 29,621.62	\$ 60.70	\$ 6,692.52	\$ 13.71	22.59%	240
JUNE	466	408	87.55%	58	12.45%	\$ 18,487.23	\$ 39.67	\$ 23,481.91	\$ 50.39	\$ 4,994.68	\$ 10.72	21.27%	226
MAY	37	28	75.68%	9	24.32%	\$ 1,479.77	\$ 39.99	\$ 1,811.60	\$ 48.96	\$ 331.83	\$ 8.97	18.32%	22
<b>TOTALS:</b>	7,445	6,562	88.14%	883	11.86%			\$ 369,376.77	\$ 49.61	\$ 89,283.09	\$ 11.99	24.17%	

Column Headers from left to right:

1. Total Rx's: This is the total number of Rx's that were adjudicated or attempted to be adjudicated through the use of the card (the explanation of the next couple of headers will help explain the necessity of this column).
2. Plan Priced Rx's: Caremark tracks all attempts to use the cards including when the pharmacy offers a lower price than the card can give. This is usually when the pharmacy sells a drug at cost or below cost to create foot traffic for the pharmacy or under a special purchase arrangement. This is the amount of Rx's that the card gave the best price vs. the pharmacy.
3. % Plan Priced Rx's: What percentage of the total attempted Rx's adjudicated via best price with the card.
4. Retail Priced Rx's: How many prescriptions where the pharmacy had a lower price.
5. % Retail Priced Rx's: Percentage of Rx's where the pharmacy had a lower price.
6. Total Drug Cost: All prescriptions totaled together at their card discount prices.
7. Average Drug Cost: Average Drug Cost per Rx at the card discounted price.
8. Retail Submitted Price: What the price would have been if the prescriptions weren't filled with the card.

## Prescription Drug Program

9. Average Retail Submitted Price: Average Per Prescription price if the card wasn't presented at a discount.
10. Price Savings: Total dollar savings for all Rx's filled with the card.
11. Average Price Savings: Average price savings per prescription.
12. % Price Savings: Percentage price savings per prescription.
13. Total Utilizers: This is the total amount of people who represent the total amount of prescriptions i.e. some people fill multiple prescriptions. This gives you an indication of how many residents you are helping.

As always, if you have questions, don't hesitate to contact me. Thank you for being a member county, borough or parish and participating in this member program.

Andrew Goldschmidt  
Director, Membership/Marketing  
NACo--National Association of Counties



## NACo Prescription Drug Discount Card Program

[Click here to see what counties are saying about the program!](#)

[Click here to read about the program in \*County News!\*](#)

[Find out what counties in your state participate in NACo's Prescription Drug Card Program](#)

The NACo Prescription Drug Discount Card program was designed for your uninsured and underinsured county residents. Through a partnership with Caremark, this simple discount card can save an average of 20% off the full retail cost of prescription medication. Here are the key factors that make it a great program;

- **It is easy to participate.** There are no enrollment fees, no forms to fill out, no age or income requirements, and no medical condition restrictions. The entire family is covered with just one card and virtually all commonly prescribed medicine is covered;
- **There are no costs.** There is no cost to the county, county taxpayers, or consumers to participate. Caremark negotiates the discounts directly with participating pharmacies. Neither NACo nor the participating counties receive any revenue from the program;
- **Everyone is eligible.** The discount cards are provided free to residents living in participating NACo member counties across the country. A national network of more than 57,000 retail pharmacies honor the card;
- **Consumers always receive the lowest retail price.** On occasion, pharmacies will price a particular medication lower than the discount rate available with the NACo card. If that occurs, consumers will receive the lower price. Either way, consumers will always receive the best price available.

***Your county must be a NACo member to participate!***

For questions or to enroll in the program, please contact Andrew Goldschmidt, Director, Membership/Marketing at (202) 942-4221 or [agoldschmidt@naco.org](mailto:agoldschmidt@naco.org).

### Related Documents

Please review the documents below relating to the NACo Prescription Drug Discount Card Program. Here you will find two sample press releases, images of the cards and summary points. PLEASE NOTE: The approximate start up time for this program is currently 8-10 weeks. We apologize that we are unable to speed this process, as there are several steps to implement the program. Here's why:

- Once your signed contract is returned to us, it must be signed by both NACo's executive director and by a Caremark executive.
- Proofs of the card must be approved by your county. Cards must then be printed and shipped via UPS ground. This process takes several weeks.
- Participating Caremark pharmacies must be notified of the program. This process also takes several weeks. ***Please review the pharmacy contact information sheet.***

If your county is interested in participating in the program, please fill out this form and a staff member will contact you.

**This form will NOT start the program in your county, it will only let NACo know that your county is interested. You will be contacted once this form is processed.**

#### Prescription Drug Discount Participation Form

Program contracts will be sent out when this form is complete. Please make sure you have filled out all the requested information to receive a contract.

We are excited to bring this member-exclusive program to your county. We will follow up with you as soon as



***Here is some of the positive feedback NACo has received about the prescription drug discount card program!***

*If you have a story you would like to share about the program in your county, please e-mail Membership Coordinator Emily Landsman at [elandsman@naco.org](mailto:elandsman@naco.org)*

**Feb. 9, 2007**

"This is a wonderful program," said Bradford County Commissioner Nancy Schrader. "We're really excited about this. This is something we can offer the citizens to try to reduce the cost of health care. I don't know why any county wouldn't participate in this program."

*Daily Sun Review, Towanda, Penn.*

**Jan. 24, 2007**

"The cards are part of a real simple program," said Linda Sappington, director of the Volunteer Center in Washington County, Utah. "All you need to do is take it out of your wallet and present it to the pharmacist when picking up your prescriptions. We're really anxious to get them out into hands of people who really need them."

*Dixie Sun, Dixie State College of Utah*

**Jan. 3, 2007**

The county continues to deliver high-quality services and programs amid increasing demands, doing for people what they cannot do for themselves. A significant example from this past year was the offering by Johnson County government, in partnership with the National Association of Counties, of a discount card program that saves citizens money when they purchase prescription drugs.

*Kansas City Star, Kansas*

**December 22, 2006**

Everyone qualifies, and it's free. The discounts even apply to veterinary prescriptions for pets. And there isn't even a cost to the county, which will participate in the program through the National Association of Counties. It sounds too good to be true. But while there is a bit of fine print – the program only covers drugs not already covered by insurance, for example – it appears the discounts are on the up and up. Local officials last week weren't familiar with the details of the program, but said they received glowing reports from other participating counties. Still, being naturally suspicious in this business, we looked into the program in a bit more detail and we still can't find a catch.

*The Evening Sun (Hanover, Pennsylvania)*

**Dec. 8, 2006**

It's not every day elected officials get a three-page letter thanking them for something they've done. That day came for Johnson County Commissioner Dolores Furtado recently when she got a letter from a resident who's saved about 50 percent on their prescription medications with a discount card the county started providing a month ago. "I received a three-page handwritten letter detailing the positive impact on a constituent," Johnson County Commissioner Dolores Furtado said at Thursday's County Commission meeting.

*The Olathe News, Kansas*

[For more testimonials, click here!](#)

[Back](#)

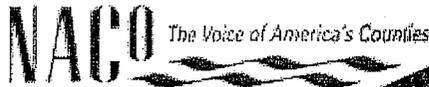
NATIONAL ASSOCIATION OF COUNTIES

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### About NACo

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## NACo Prescription Drug Discount Card Program Participating Counties

The list of counties participating in the NACo Prescription Drug Discount Card Program is updated weekly as new counties are joining on a continuous basis.

Select a State to view a list of participating counties within that state.

Submit

### Participating Counties in Illinois

- Dekalb County
- DuPage County
- Kankakee County
- Lake County
- McHenry County
- Peoria County

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NATIONAL ASSOCIATION OF COUNTIES

25 MASSACHUSETTS AVE. NW

WASHINGTON, D.C.

TELEPHONE: (202) 393-6226

## Emily Landsman

---

**From:** Andrew Goldschmidt  
**Sent:** Tuesday, April 10, 2007 9:55 AM  
**To:** NACo Users  
**Subject:** Latest prescription drug card program figures *(as of end of March, '07)*

700 Participating Counties

2.62 Million prescriptions filled

\$29 million saved

21.8% overall average savings (up another .1% which means that in 27 out of 28 months that average savings figures have risen by at least 1/10 of 1%).

Andrew S. Goldschmidt, CAE  
Director, Membership/Marketing  
NACo--National Association of Counties  
"The Voice of America's Counties"

PeggyAnn Milton  
McLean County Clerk  
2007 Monthly Activity Report  
(For Period Ending March 31, 2007)

Example	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2006 YTD	2007 YTD	2007 Percent of Budget
	Number Processed Dollar Amount Generated														
Birth Record Requests	833 \$7,106.00	710 \$6,104.00	925 \$7,768.00										2,965 \$24,474.00	2,468 \$20,978.00	32.42%
Marriage Record Requests	243 \$1,896.00	147 \$1,140.00	241 \$1,792.00										831 \$5,224.00	631 \$4,828.00	24.14%
Marriage License Applications	48 \$1,056.00	40 \$880.00	72 \$1,584.00										220 \$4,840.00	160 \$3,520.00	16.00%
Death Record Requests	49 \$302.00	59 \$418.00	77 \$430.00										236 \$1,378.00	185 \$1,150.00	28.75%
Tax Redemptions	26 \$6,720.00	17 \$5,880.00	22 \$7,210.00										416 \$29,120.00	65 \$19,810.00	33.02%
Take Notices	7 \$3,089.00	6 \$2,313.12	5 \$3,147.60										486 \$7,102.94	18 \$8,549.72	84.65%
Assumed Names	28 \$82.50	20 \$60.00	32 \$96.00										119 \$352.50	80 \$238.50	17.87%
Notary Public Commissions	38 \$230.00	36 \$210.00	59 \$370.00										170 \$980.00	133 \$810.00	30.00%
Liquor Licenses	1 \$600.00	0 \$0.00	0 \$0.00										1 \$25.00	1 \$600.00	3.64%
Voter Registrations/ Address Changes/ Cancellations													4,352	2,675	N/A
	727	953	995												

**McLEAN COUNTY NURSING HOME**

**ACCRUED EXPENDITURE**

Pt. Date: May 22, 2007

	2007 BUDGET	2007 MONTHLY ALLOC	APRIL, 2007 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/07
SALARIES	3,572,075	293,266	302,270	1,172,983	1,204,354	2,367,721	31,371	33.72%	3,663,243
IMRF	285,766	23,488	24,182	93,950	96,348	189,418	2,398	33.72%	293,059
MED/LIFE	397,110	12,256	32,639	130,557	130,557	266,553	0	32.88%	397,110
SOC/SEC	273,264	22,460	23,124	89,840	92,133	181,131	2,293	33.72%	280,238
VAC LIAB	30,000	2,466	2,466	9,863	9,863	20,137	0	32.88%	30,000
SELLBACK	0	0	0	0	0	0	0	0.00%	#DIV/0!
PERSONNEL	4,558,215	353,935	384,680	1,497,193	1,533,255	3,024,960	36,062	33.64%	4,663,650
COMMODITIES	765,711	62,935	67,065	251,741	245,390	520,321	(6,351)	32.05%	746,394
CONTRACTUAL	1,529,375	124,486	337,844	502,808	1,270,267	259,108	767,458	83.06%	3,863,728
CAPITAL	179,240	14,732	690	58,928	5,215	174,025	(53,713)	2.91%	15,863
<b>GRAND TOTAL</b>	<b>7,032,541</b>	<b>556,087</b>	<b>790,279</b>	<b>2,310,670</b>	<b>3,054,127</b>	<b>3,978,414</b>	<b>743,457</b>	<b>43.43%</b>	<b>9,289,635</b>

**McLEAN COUNTY NURSING HOME**

**ACCRUED REVENUE**

Pt. Date: May 22, 2007

	2007 BUDGET	2007 MONTHLY ALLOC	APRIL, 2007 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET	PROJECTED REVENUE 12/31/07
MEDICARE REVENUE	766,500	63,000	46,896	252,000	204,356	562,144	(47,644)	26.66%	621,582
IDPA REVENUE	3,153,600	259,200	558,984	1,036,800	2,192,449	961,151	1,155,649	69.52%	6,668,699
SCHOOLING REIMB	0	0	0	0	0	0	0	#DIV/0!	0
JDC LAUNDRY	8,439	694	0	2,774	2,286	6,153	(488)	27.09%	6,955
JDC FOOD	35,000	2,877	0	11,507	8,577	26,423	(2,930)	24.51%	26,089
MEALS	600	49	187	197	607	(7)	410	101.17%	1,846
PVT PAY REVENUE	2,151,675	176,850	130,364	707,400	582,998	1,568,677	(124,402)	27.10%	1,773,286
UNCLASS	12,000	986	0	3,945	386	11,614	(3,559)	3.22%	1,174
INTEREST EARNED	97,990	8,054	14,733	32,216	8,182	89,808	(24,034)	8.35%	24,887
SALE OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0
TRANSFER IN	579,004	47,589	48,714	190,357	194,300	384,704	3,942	33.56%	590,994
TELEPHONE REIMB	0	0	1,110	0	4,560	(4,560)	4,560	#DIV/0!	13,870
<b>TOTAL ACC REVENUE</b>	<b>6,804,808</b>	<b>559,299</b>	<b>800,988</b>	<b>2,237,197</b>	<b>3,198,701</b>	<b>3,606,107</b>	<b>961,504</b>	<b>47.01%</b>	<b>9,729,383</b>
<b>TOTAL ACC REVENUE</b>	<b>6,804,808</b>	<b>559,299</b>	<b>800,988</b>	<b>2,237,197</b>	<b>3,198,701</b>	<b>3,606,107</b>	<b>961,504</b>	<b>47.01%</b>	<b>9,729,383</b>
<b>LESS ACCRUED EXPENSE</b>	<b>(7,032,541)</b>	<b>(556,087)</b>	<b>(790,279)</b>	<b>(2,310,670)</b>	<b>(3,054,127)</b>	<b>(3,978,414)</b>	<b>(743,457)</b>	<b>43.43%</b>	<b>(9,289,635)</b>
<b>ACC REV - (ACC EXP)</b>	<b>(227,733)</b>	<b>3,212</b>	<b>10,709</b>	<b>(73,473)</b>	<b>144,575</b>	<b>(372,307)</b>	<b>218,047</b>		<b>439,748</b>
<b>PLUS CAP EXP</b>	<b>0</b>	<b>14,732</b>	<b>690</b>	<b>58,928</b>	<b>5,215</b>	<b>174,025</b>	<b>(53,713)</b>		<b>15,863</b>
<b>ACC BALANCE</b>	<b>(227,733)</b>	<b>17,944</b>	<b>11,399</b>	<b>(14,545)</b>	<b>149,790</b>	<b>(198,283)</b>	<b>164,334</b>		<b>455,611</b>



# McLEAN COUNTY NURSING HOME

CENSUS Report - 2007

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG IN HOUSE	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	7.71	39.39	97.23	144.32	1.52	145.84	4.16
FEBRUARY	5.64	36.64	97.71	140.00	1.57	141.57	8.43
MARCH	4.55	37.26	96.55	138.35	1.16	139.52	10.48
APRIL	4.93	36.07	100.73	141.73	0.87	142.60	7.40
MAY							
JUNE							
JULY							
AUGUST							
SEPTEMBER							
OCTOBER							
NOVEMBER							
DECEMBER							

YTD AVERAGE 5.71 37.34 98.06 141.10 1.28 142.38 7.62  
 % OF CAPACITY 3.81% 24.89% 65.37% 94.07% 0.85% 94.92% 5.08%



**OFFICE OF THE ADMINISTRATOR**

(309) 888-5110 FAX (309) 888-5111

115 E. Washington, Room 401 P.O. Box 2400 Bloomington, Illinois 61702-2400

May 31, 2007

Memo to: The Honorable Chairman and Members of the Finance Committee

From: John M. Zeunik 

Re: Request Received from the Bloomington-Normal YMCA: Issuance of Tax-Exempt Bonds by McLean County

The Bloomington-Normal YMCA is planning to construct a new 62,500 square foot facility on 6 acres of property on Ireland Grove Road near the Links at Ireland Grove Development, the P.O.N.Y. Baseball complex and the Prairie City Soccer League fields. The YMCA and First Midstate, the YMCA's financial advisor, have asked to use the County's tax-exempt borrowing authority to issue up to \$10 million in tax-exempt bonds for this project.

Under the terms of the proposed financing, the County would be acting as a "conduit" to provide the YMCA access to tax-exempt financing. The County would not be responsible in any way for repayment of the debt service on the bonds. Issuance of the tax-exempt bonds for the YMCA would not affect the County's credit rating. Issuance of the tax-exempt bonds for the YMCA would not exceed the County's statutory legal debt limit of \$80,004,507.00. The only risk for the County is the \$10 million annual limitation on the issuance of tax-exempt, bank qualified bonds. Under current federal law, the County may not issue more than \$10 million in tax-exempt, bank qualified bonds in a calendar year.

First Midstate is proposing a negotiated sale of the \$10 million tax-exempt bond issue. Local banks in the community have agreed to purchase 100% of the bonds issued for the YMCA. Since this would be a negotiated sale with these banks, it is very unlikely that these bonds would be sold in the retail market or actively traded among institutional buyers. The proposed buyers are "knowledgeable investors" who understand the underlying risk associated with this proposed financing.

For your information and review, enclosed please find information prepared by the YMCA on the proposed new facility and information prepared by Mr. Paul Brown, President and CEO, First Midstate, on the tax-exempt financing. Representatives from

The Honorable Chairman and Members of the Finance Committee  
May 31, 2007  
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the YMCA and Mr. Brown will be present at the Committee meeting to answer any questions that you may have concerning plans for the new facility and the proposed tax-exempt financing.

Thank you.

May 31, 2007

Mr. Matt Sorensen  
Chairman  
Finance Committee  
McLean County Board  
115 E. Washington Street  
Bloomington, IL 61701

Dear Matt,

I have been assisting the Bloomington-Normal Y.M.C.A. strategize their options to finance construction of a new facility on the southeast side of Bloomington.

As a 501(c)3 entity they can borrow by issuing Federally tax-exempt Bonds through a State agency or local unit of government including McLean County.

The Y.M.C.A. is considering an issue of approximately \$10,000,000 which would be purchased by a consortium of local financial institutions. Using tax-exempt Bonds will potentially save the Y.M.C.A. over \$1,000,000 in interest expense.

McLean County has never done this type of financing before for a 501(c)3 entity as far as I can remember. I'm not sure whether or not the County has ever decided not to do a financing of this type. It was discussed with Cornerstone Christian Academy for their new facility east of Bloomington.

Chapman and Cutler, Bond Attorneys, say there is a statutory requirement of some increased employment for the 501(c)3 entity, usually one full-time job. There shouldn't be any credit limitations.

The primary constraint on the County should it agree to facilitate this financing would be usage of the County's maximum annual \$10,000,000 Bank qualified allowance.

This issue should not affect the County's Credit Rating since payments are solely the responsibility of the Y.M.C.A. The Bonds will have the County's name on them, but the financial markets understand that the County is only acting as a conduit.

Bond insurance or a letter of credit from a bank are sometimes used on projects like this. The contemplation here would be to accomplish this financing as a Private Placement with a few sophisticated investors (financial institutions).



INVESTMENT BANKERS

The Y.M.C.A. will be expected to fully indemnify the County in the Loan Agreement and Bond Purchase Agreement against any actions that might be brought against it.

Hopefully this answers some of your key questions regarding this project. The Y.M.C.A. and myself will be happy to attend any meeting(s) of the Finance Committee and Board to further discuss this.

Thank you for your consideration of this project.

Very truly,

FIRST MIDSTATE INCORPORATED

Paul D. Brown  
President

PDB/nb



## The Bloomington-Normal YMCA: "Building for YOUR Family"

### THE PROJECT

A capital campaign in the range of \$10 million to create a new Family Y for McLean County

### WHAT: THE HIGHLIGHTS

62,500 square feet on 6 acres (1/2 again larger than our current Y)  
Just off East Ireland Grove Road south of the airport near growing population centers  
2 Pools: One cool-water pool for lap swimmers & competition  
and a warm water therapy and family fun pool  
Double Gymnasium - (convertible for basketball, indoor baseball/softball, golf, soccer and in-line floor hockey)  
Adequate drop-in day care  
Green space for summer Day Camp  
Plenty of safe, convenient parking  
Handicap-accessible  
Family-friendly spaces

### PART OF A MULTI-SITE DESTINATION

Part of the Links at Ireland Grove Development:  
Office and light retail  
More than 180 single and multi-family dwellings  
Adjacent recreational facilities complement Y development:  
P.O.N.Y. Baseball fields  
Prairie City Soccer League fields  
9-hole instructional golf course and driving range  
Extension of Constitution Trail  
Proposed park development

### ADDRESSING CRITICAL COMMUNITY NEEDS

**Successful Youth:** Children, regardless of where they live or income level, struggle to develop the positive values, civic responsibility and the education and life skills to be fully prepared for adulthood. **The YMCA's youth development approach demonstrates notable success in bolstering developmental assets that build character and help kids succeed in school.**

**Strong Families:** Families are under increasing stress, are not connected to supportive communities and are unsure of where to go for help in balancing family, work and civic responsibility. **YMCAs offer a community gathering place where diverse families participate with and learn from each other in accepting, supportive environments.**

**Lifestyle Health Transformation:** Obesity is America's number one health problem. We are raising the least healthy, least fit generation of children in our nation's history. The associated health care and social costs threaten to overwhelm the community's ability to respond. **The Bloomington-Normal Y will help "turn the tide" by expanding wellness and exercise programs and emphasize families' involvement in improving their children's nutrition and activity levels.**

#### **WHY?**

1. The current facility is outmoded and inadequate to support growth: It's not energy efficient. It's unattractive to today's members. It's not convenient and there's insufficient parking. It lacks green space. There's not enough – and not enough of the right – space for programs to be competitive.

2. (Related to #1) The Y can't build up or out to change things at the current site. Since our 2000 capital improvements campaign, we learned the building will not structurally support any additions. Plus, the property limits expansion.

**WHEN?** Spring 2009 is target date with ground breaking to be fall 2007

**HOW?** A campaign that brings together our communities to create a facility that will be the centerpiece of life for all of McLean County.

## **The Bloomington-Normal YMCA: *Building for YOUR Family***

### **PROJECTED ECONOMIC IMPACT OF NEW FAMILY Y IN McLEAN COUNTY**

*A new Bloomington-Normal Family Y will create a positive economic impact in McLean County, both during construction and when it opens. The new Family Y Project will:*

- ✓ **Generate \$12.5 million in new construction** in McLean County. Of that amount, at least 20% -- or \$2.5 million -- in new money will come from outside the county/state in the form of foundation grants.
  
- ✓ **Generate \$1.5 million in membership and programming income.** The new Family Y will attract 3,000 new members (based on projections that double our current membership of 3,000). These new members will spend an average of \$500 per year at the new Family Y (\$360 per year on memberships and \$140 per year on the purchase of program services).
  
- ✓ **Add \$500,000 in new jobs.** As a result of program expansion under the project, the Y will add 80 new jobs, 3 of which are high paying professional positions. Job opportunities will continue to increase as the Y's membership and program base continues to expand.

RESOLUTION OF THE McLEAN COUNTY BOARD AUTHORIZING THE  
EMERGENCY TELEPHONE SYSTEMS BOARD  
AND THE  
METRO McLEAN CENTRALIZED COMMUNICATIONS CENTER  
TO OFFER A SALARY ABOVE THE STARTING MAXIMUM SALARY  
UNDER THE McLEAN COUNTY PERSONNEL ORDINANCE AND POLICY

WHEREAS, pursuant to the Fiscal Year 2007 Adopted Budget for the Metro McLean County Centralized Communications Center (Metcom), and the adopted budget of the Emergency Telephone Systems Board (ETSB), each organization had their own separate chief administrative official; and,

WHEREAS, the MetCom Operations Board and the ETSB Board have agreed to combine the duties and responsibilities to manage both agencies into a single position; and,

WHEREAS, MetCom and ETSB have proposed a compensation package to the current Metcom Director; and,

WHEREAS, Metcom and ETSB have further agreed to share the expense of the combined position, resulting in salary savings to both organizations; and

WHEREAS, the Finance Committee, at its regular meeting on June 5, 2007, approved the request of the MetCom Operations Board and the ETSB to offer a salary above the starting maximum salary under the McLean County Personnel Ordinance and Policy; now, therefore,

BE IT RESOLVED by the McLean County Board, now in regular session, as follows:

- (1) That the Metcom Operations Board is hereby authorized to offer a salary at Grade 13, Step 74 for the combined position of ETSB/Metcom Director, which is above the starting maximum salary permitted under the McLean County Personnel Ordinance and Policy, in order to be able to achieve overall savings and improved coordination of operations between the two organizations.
- (2) That the Chairman of the Metcom Operations Board and the Chairman of the ETSB are directed to work with the County Administrator's Office in preparing the salary offer to be made above the starting maximum salary under the McLean County Personnel Ordinance and Policy.
- (3) That the County Clerk is hereby directed to provide a certified copy of this Resolution to the Chairman of ETSB and the Chairman of the Metcom Operations Board, the County Treasurer, and the County Administrator.

ADOPTED by the McLean County Board this 19<sup>th</sup> day of June, 2007.

ATTEST:

APPROVED:

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Peggy Ann Milton, Clerk of the County Board,  
McLean County, Illinois

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Michael F. Sweeney, Chairman  
McLean County Board

**Proposed Salary Adjustment  
Combined MMCCC/ETSB Director**

<b>Current</b>	<b>Grade</b>	<b>Step</b>	<b>Rate</b>	<b>Salary</b>
Metcom Director	13	56	36.3413	\$75,590
ETSB Coordinator (vacant)	12	62	27.9412	<u>\$58,118</u>
Total Cost				\$133,708
<b>Proposed</b>				
Metcom Director	13	74	38.9074	\$80,927
Metcom Allocation	80% Time			\$64,742
ETSB Allocation	20% Time			<u>\$16,185</u>
Metcom Savings				\$10,848
ETSB Savings				<u>\$41,932</u>
Total Savings				\$52,780